

GENERAL INSURANCE TERMS AND CONDITIONS AND ADDITIONAL DAMAGE WAIVERS –July 2022

GENERAL INSURANCE TERMS AND CONDITIONS AND ADDITIONAL DAMAGE WAIVERS

Our company BAMYLOC, a French company with capital of 500.000 €, whose headquarters is located Zone Loueurs - Aéroport Pôle Caraïbes – 97139 Les Abymes, registered in Pointe à Pitre under number SIREN 310 417 118, is specialised in car rental, which includes the following services:

- ✓ The insurance included in our rental service by law [I-General Terms and Conditions governing Legal Liability]; and
- ✓ The damage waivers we offer to ensure your peace of mind during rental [II-General Terms and Conditions governing Additional Waivers].

The purpose of this mandatory insurance and these waivers is to cover your potential financial exposure to risks if one of the following circumstances occurs while you rent and use one of our Vehicles. Without this insurance and these products you would be personally liable for the financial consequences of:

- **Liability towards Third Parties:** For the physical injury or death of Third Parties or damage to their property due to an accident or incident for which you are liable. Damage to the property of a Third Party may include buildings or their contents, machines or personal effects. The financial consequences of such liability may include the cost of any suspension of an activity due to the physical injury or death of the Third Party and/or the damage to his or her property.
- **Damage to the Vehicle or theft of the Vehicle:** The Vehicle itself may be damaged by a collision or attempted theft and may need to be repaired or may be too damaged to repair. It may also be stolen and not found.

You need to know that when you are the driver of a Vehicle at the moment of a collision for which you are liable, injured Passengers are covered by our Legal Liability insurance towards the Third Party whereas your own damage (and their potential consequences) or your death are not covered. You can nevertheless be covered in these circumstances if you take out the complementary coverage provided for by our Personal Accident Insurance.

DEFINITIONS

In the framework of this document, the terms and expressions listed below have the following meaning:

Abnormal Use means that the Vehicle in your custody is used in violation of traffic regulations and/or does not comply with the provisions of the General Rental Terms and Conditions and/or the utilisation and driving standards expected from reasonable and prudent drivers.

Accident Report means an exhaustive report (including all attached or accompanying documents) describing and explaining everything connected with an accident or incident as it occurred (e.g. how the event occurred, the nature of the damage to the Vehicle, the place of the accident, dates and circumstances under which it occurred and the name and address of the Third Party or Parties involved and/or any potential witnesses).

Physical Injury means physical or mental harm suffered by someone resulting directly from an accident, excluding intentional or self-inflicted actions or harm caused by a disease or disability.

Value Determined by a Loss Adjuster means the value of a Vehicle as appraised by an independent adjuster before depreciation due to the damage caused by you or by a Third Party.

Market Value of the Vehicle means the Vehicle's recognised value on the market, based upon its last-known condition, model, age, mileage and any options.

Collision means contact between the Vehicle and a body or object whether fixed or mobile.

Excess is the maximum amount which, subject to compliance with the General Rental Terms and Conditions and in the absence of any material breach of the applicable laws, you will be invoiced for the cost of any damage to the Vehicle due to collision or attempted theft or for loss of the Vehicle if it can no longer be repaired or if we cannot recover it after theft. Excess is a non-waivable sum that applies according to the protection conditions you have subscribed.

General Rental Terms and Conditions means the document that you have read and accepted before signing your rental contract, as acknowledged by you, which sets out the reciprocal rights and obligations applicable to both you and us during the rental period.

Vehicle Downtime refers to our loss if we have to withdraw a Vehicle from our active fleet due to damage during the rental period and therefore cannot rent it out to another customer.

Passenger means anyone other than the driver transported or travelling free of charge in the Vehicle. A Passenger is considered a Third Party under the mandatory rules of Legal Liability Insurance.

Waiver, in this document, means the methods whereby your financial liability for damage to a Vehicle or loss of a Vehicle is limited to Non-Waivable Excess.

Third Party means any party to an accident or incident other than the driver of the Vehicle. To remove any doubt about this, a Passenger is considered a Third Party.

Legal Liability Insurance means insurance covering a driver's mandatory Legal Liability towards Third Parties for damage to their property, Physical Injury or death due to an accident occurring while you are driving the Vehicle. This Coverage is a legal obligation and therefore an integral part of our rental service. Its cost is included in the rental costs.

Vehicle means the vehicle you rent with us or which you drive with our authorisation.

I – GENERAL TERMS AND CONDITIONS OF LEGAL LIABILITY INSURANCE

Under the laws of the country where we provide our rental services, we are obliged to insure our Vehicles against Legal Liability towards Third Parties. This Insurance is automatically included in our vehicle rental services. In the country where you rent the Vehicle, your legal liability is therefore automatically covered against the consequences suffered directly by others due to your actions while driving the Vehicle.

What am I insured against?

In accordance with the law, you are insured against the following financial consequences of an incident or accident caused by you while driving the Vehicle:

- ❖ Any sudden Physical Injury or death of a Third Party;
- ❖ Any damage to the property of a Third Party and the losses and costs resulting from such damage.

What is excluded?

Third Party Liability Insurance does not include:

- ❖ The Physical Injury or death you (the driver at the moment of collision) may suffer; or
- ❖ Any damage to your own property and personal effects transported in the Vehicle; or
- ❖ Any damage to the Vehicle itself.

What is my financial exposure as regards Legal Liability?

Provided you have not been guilty of material breach of the applicable laws (including all applicable rules of the Traffic Code), you are insured against the financial consequences of an incident or accident caused by you to a Third Party while driving the Vehicle, up to the level required locally under the applicable legislation.

However, if you have been in breach of said laws and/or said regulations, you may nevertheless be required to repay all or part of the costs incurred by insurer in connection with the incident or accident.

How should you inform us?

When circumstances involve a Third Party, it is important that you fill out and sign promptly an accident report providing us with full details of the incident or accident and of the Third Party. This will allow us to protect our position in respect of this Third Party (if you are responsible for the incident or accident) or to recover the costs from the Third Party in question (if this Third Party is responsible for the incident or accident). The accident report must be sent to us within 5 business days from occurrence of the incident or accident or as soon as circumstances allow.

II – GENERAL TERMS AND CONDITIONS OF ADDITIONAL WAIVERS

2.1. COLLISION DAMAGE WAIVER (CDW)

Our collision damage waiver limits your financial exposure for damage to the Vehicle while in your custody. If you opt for our standard collision damage waiver, granted subject to compliance with the applicable laws and our General Rental Terms and Conditions, you are exempt from the cost of damage to the Vehicle exceeding the amount of Excess. You can lower or eliminate Excess by opting for our range of higher collision damage waivers instead of our standard waiver.

This Waiver does not cover loss or theft or damage to objects or property (including Luggage or commercial goods) deposited, kept or transported in or on the Vehicle by you or by a Passenger.

Against what am I insured?

This product limits your financial exposure to any sum exceeding the Excess as regards the cost of damage to the Vehicle or repair of the Vehicle or its Value Determined by a Loss Adjuster if it cannot be repaired, under the following circumstances:

- You have collided with a fixed or mobile object or body; or
- The Vehicle has been subjected to an act of vandalism while you were driving or using it; or
- Windows, headlights or reflectors have been damaged or broken or one or more tyres have been damaged or punctured during a collision.
- Natural disaster: You are covered for damage caused directly by an event defined by the applicable laws as a natural disaster. In this case, we shall apply the excess provided for by the applicable regulations.

What is excluded from this Waiver?

You remain financially liable for the full cost of damage to the Vehicle, if this damage is caused by:

- ❖ Intentional actions on the part of the driver; or
- ❖ An explosion or fire occurring in (or against) the Vehicle because you are using it to transport dangerous goods (dangerous goods being defined as any product or substance which, by its nature and/or principal characteristics, is reasonably considered to present a danger and which, without transportation organised with the appropriate care and safety measures, is likely to damage the Vehicle and to harm a Third Party located at a reasonable distance thereof); or
- ❖ Its total or partial theft or by an act of vandalism while the Vehicle is parked in your absence;
- ❖ Your negligence (defined as conduct departing from the standard of conduct expected from a reasonably prudent person acting under similar circumstances) or the negligence of your Passengers (including but not limited to an incident caused by the use or presence of cigarettes or cigars);
- ❖ Loss or theft of the keys.

This waiver also excludes loss of or damage to your own property when transported or kept in or on the Vehicle during rental.

Moreover, even if you have agreed to pay one or more Additional Waivers to reduce excess, you will remain fully liable for all damage to the upper parts of the coachwork due to a shock against a fixed or mobile body (bridge, tunnel, porch, tree branch, falling coconuts, other overhanging objects, etc.). The same shall apply for damage to the coachwork and the mechanical parts underneath the Vehicle (front-wheel axle unit, oil sump, corrosion due to Vehicle's having been in salt water, etc.) You will have full financial liability for all damage caused to the Vehicle by uses for which the Vehicle is not designed or by off-road use.

What do I need to do to benefit from this Waiver?

You must:

- Take out this cover;
- Comply with our General Rental Terms and Conditions and all applicable traffic laws and regulations during rental;
- Notify us within 24 hours after the date of the incident and, in any event, before the end of your rental period. You must also send us a complete and fully filled-out Accident Report within maximum 5 days after the incident, and/or any other document you consider necessary or advisable in support of this report.

What is the amount of my financial exposure?

If during your rental the Vehicle is damaged and you have not taken out this cover, you will owe the total cost of the damage and compensation for Vehicle Downtime.

The amount of the damage is the financial value of the loss suffered by the Hirer due to damage to, destruction of or theft of the Vehicle rented by the Customer. Consequently, any sum claimed by the Hirer for damage to the rented Vehicle, as estimated by an adjuster, is to be considered compensation for repair costs, adjustment costs, towing costs, the cost of Vehicle Downtime and administrative and processing costs.

However, if you have taken out CDW coverage, subject to compliance with our General Rental Terms and Conditions and the applicable traffic laws and regulations, the maximum amount you may have to pay will correspond to Excess and administrative and file processing costs (see the Insurance Rates Manual available at the agencies and at the following website: www.jumbocar-guadeloupe.com).

2.2. THEFT WAIVER (THW)

Our Theft Waiver limits your financial exposure to loss of the Vehicle when stolen or when damaged by attempted theft during your rental while the vehicle is parked in your absence. If you have opted for this Waiver, subject to compliance with our General Rental Terms and Conditions, we will bear the cost of the theft or the attempted theft exceeding the amount of Excess.

Against what am I insured?

This product limits your financial exposure to any sum exceeding the Excess as regards the cost of damage to the Vehicle or repair of the Vehicle or its Value Determined by a Loss Adjuster if it cannot be repaired or its market value if not found, under the following circumstances:

- Theft of the Vehicle;
- Attempted theft of the Vehicle;

What is excluded from this Waiver?

This product does not provide you with cover in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or, more precisely (and not limited to), because the keys were left in the Vehicle while it was not under surveillance or had been entrusted to an unauthorised person, incorrect use of the anti-theft device or any omission to return the keys to us, or because you left the Vehicle unlocked while not using it.
- Theft or damage to the personal and/or professional belongings and to any property transported in or on the Vehicle.
- Theft or attempted theft of accessories, including but not limited to the radio, the antenna, the spoilers, the rear-view mirrors and the tyres.

What do I need to do to benefit from this Waiver?

You must:

- Comply with our General Rental Terms and Conditions as they apply to theft or attempted theft of the Vehicle;
- Notify us, through the agency where you picked up the Vehicle, within 24 hours after the moment when you became aware of the disappearance of the Vehicle and send the keys to the agency where you picked up the Vehicle;
- Inform the local police of any incident or event within two days after the event and send us the police report or any evidence proving that the incident was reported to the police;

What is the amount of my financial exposure?

If, during your rental, the Vehicle is stolen or damaged during attempted theft while the Vehicle is parked without surveillance, you will have to pay the excess amount.

If you don't give the keys back to the Agency, you will owe the full cost of damage caused to the Vehicle (if the Vehicle is found) or of the Market Value of the Vehicle if not found, as well as compensation for Vehicle Downtime based upon the daily rental rate stipulated by your contract multiplied by the number of days during which the Vehicle was stolen.

2.3. PERSONAL ACCIDENT INSURANCE (PAI)

Our rental services automatically include Legal Liability Insurance, which does not cover physical injury of the Vehicle driver at the moment of collision.

If you have caused a collision while driving the Vehicle, neither the insurer of the rented Vehicle nor the insurer of Third Parties will cover the financial consequences of Physical Injury or your death.

In order to minimise these circumstances, your financial exposure in the case of your death or any Physical Injury, we offer Personal Accident Insurance (PAI), which you can take out to cover the medical cost of injuries and/or to receive a fixed compensation in the case of disability or death due to an event covered by the contract or an accident.

Against what am I insured?

If you take out this cover, the following financial consequences of your death or any Physical Injury directly due to a collision while you were driving the Vehicle:

- ❖ A fixed sum of maximum 15 245,00 €
 - ✓ In the case of death (or presumed death) within 24 months after the occurrence of the collision or the insurance loss;
 - ✓ In the case of permanent, partial or total disability directly due to the collision or to the insurance loss;
- ❖ The medical costs up to a maximum amount of 762,25 € (including hospitalisation, medical consultations and pharmaceutical costs; appropriate X-rays and medical checks; dental treatment or any prosthesis) generated by a collision or an event covered by the contract.
- ❖ Provided you have taken out this insurance, it will apply to you and/or the Passengers in the Vehicle who were the victim of the collision that occurred during the period of your rental.
- ❖ You may benefit from this insurance regardless who was liable for the collision in the following situations:
 - ✓ Passengers, who are always considered Third Parties for the purpose of Legal Liability, may be indemnified under the Legal Liability Insurance but may also receive the fixed compensation to which they are entitled under the Personal Accident Insurance;
 - ✓ If you were not the cause of the collision that occurred while you were driving the Vehicle (a "no-fault driver") you may be indemnified under the Legal Liability Insurance of the responsible Third Party but you may also receive the fixed compensation to which you are entitled under the Personal Accident Insurance;
 - ✓ If you have caused a collision while you were driving the Vehicle (the "driver at fault"), you cannot be indemnified under the Legal Liability Insurance but you may be entitled to the fixed compensation to which you are entitled under the Personal Accident Insurance.

What is primarily excluded from this Insurance?

Personal Accident Insurance (PAI) does not cover:

- ❖ The above cost(s) when earmarked for expenses not directly connected with the collision or with the insurance loss that occurred while the Vehicle was under your control or when you have caused or triggered the accident or collision intentionally; or
- ❖ The cost of a treatment followed by you or pathologies suffered by you before occurrence of the accident or collision; or

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- ❖ Any damage to or loss of your Luggage; or
- ❖ Any damage to the Vehicle.

What is the amount of my financial exposure?

Subject to compliance with the applicable legislation (including current traffic regulations and particularly compliance with safety belt regulations and rules on the maximum number of seats available according to the specifications of the manufacturer of the rented Vehicle) you are covered up to the maximum amounts stipulated above.

However, if you have failed to comply with the applicable laws and/or regulations, our insurer may refuse to grant the whole cover. For example, if 7 persons are injured in a vehicle designed for 5 persons, the Personal Accident Insurance does not apply. Moreover, if it can be shown that you were even partly responsible for the degree of Physical Injury suffered during the collision or the insurance loss, the insurer may lower the compensation owed under this insurance cover.

How should you inform us?

It is important that you do everything you can to fill out correctly and to sign the Accident Report form. This form provides us with complete and detailed information about the accident and allows us to process your claim as effectively as possible. The Accident Report form must be sent to us within maximum 5 business days after occurrence of the collision or the event covered by the contract.