

## GENERAL RENTAL TERMS AND CONDITIONS OF VEHICLES WITHOUT A DRIVER BAMYLOC SAS

### ARTICLE 1: GENERAL PROVISIONS

These General Rental Terms and Conditions shall govern all rentals granted by BAMYLOC SAS, hereafter referred to as the Hirer, in the territory of Guadeloupe to its customers. The Customer acknowledges that it fully and unreservedly accepts application of said General Rental Terms and Conditions.

During rental, the Customer shall have custody of and be responsible for the vehicle. The Customer shall be in a position to provide all documents required to complete his or her contract, such as name and address, date of issue of his or her driving licence and credit card number.

This licence shall always be shown whenever a vehicle is rented. The Customer or any driver designated in the contract shall be older than 21 years of age and have held a valid driving licence for more than one year. If the driver is younger than 25 years old, a surcharge shall be applied. Please note that the rental of certain categories of vehicles requires particular payment instruments and is subject to minimum age conditions.

### ARTICLE 2: PICKUP AND RETURN OF VEHICLE

The vehicle shall be made available to the Customer at one of the Hirer's rental offices. It shall be returned to the Hirer's personnel at the location, date and time stipulated in the contract, and during rental office business hours. In the event that the Customer is authorized to return the vehicle elsewhere than at one of the Hirer's rental offices, the Customer shall remain responsible for the vehicle until it has been turned over to the Hirer.

The Customer shall not be authorized to deliver the vehicle elsewhere than at the rental office provided for in his or her contract. If the Customer returns the vehicle at a location neither provided for nor authorized by the Hirer in his or her contract, said Customer shall incur a fixed penalty of 100 € for abandoning the vehicle, as well as a sum to cover the cost of recovering the vehicle, whose amount shall depend upon the place, time and day of recovery.

Whenever a vehicle is returned outside the business hours and after the closing time displayed at the rental offices, particularly due to delayed flights, the Customer shall be charged an additional "off business hours" pickup or return fee of 35 € including VAT when the contract is drawn up and/or closed.

### ARTICLE 3: CONDITION OF VEHICLE

A description of the vehicle is attached to the Customer's contract. Only an employee of the Hirer shall be authorized to fill out the form describing the initial condition of the rented vehicle. If this is not done, the Hirer shall be deemed to have provided a vehicle in accordance with the description. The Hirer may therefore decide not to take account of claims with regard to potential damage not pointed out at the moment of departure. The Customer shall take the vehicle in the condition in which he or she has received it. All repair costs occasioned by the Customer's fault or in the absence of a fault on the part of an identified third party, shall be added to the cost of the rental, subject to the provisions in the section "Insurance and Additional Damage Waivers". The Hirer agrees to provide a vehicle from a particular category, not a particular model or make.

Vehicles shall be returned in the same state of cleanliness as when it was picked up. If a vehicle is excessively dirty on return (animal hair, sand, mud, stained seats, markings, etc.), the Customer shall be billed for any necessary cleaning and repair in accordance with the scale available at the rental offices.

The vehicle is provided with tyres whose condition and number reflect traffic regulations. The Customer shall pay for any damage to or theft of tyres, hubcaps, dowels, tyre accessories, flat tyres and fuel.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

### ARTICLE 4: INSURANCE EXCLUSIONS

At the risk of insurance exclusion, the renter agrees to ensure that the vehicle is not used:

- by other persons than himself or herself or those approved by the Hirer, for whom he or she shall be answerable pursuant to Article 1384 of the Civil Code.
- by a driver under the influence of alcohol or substances that modify the reflexes necessary for driving,
- to push, pull or tow any other vehicle,
- in competitions,
- for rental to other parties,
- to transport passengers for a financial consideration,
- to transport more passengers than authorised or to load a weight exceeding the carrying capacity of said vehicle,
- to give driving lessons,
- to transport dangerous goods (inflammables or explosives) or goods emitting bad smells,
- to be transported on board a ship, ferry, etc.

Moreover, the Customer may in no event assign, sell, mortgage or pledge this contract, the vehicle, its equipment or toolkit, nor handle or treat them in any way that could harm the Hirer.

The Customer shall be subject to all legislative, regulatory and customs obligations and all other laws on the transportation of goods in the vehicle supplied by the Hirer, whether public or private transportation, depending upon the Customer's use of the vehicle. The Customer shall remain responsible during the entire period in which the vehicle is put at his or her disposal.

The Customer shall have sole responsibility for all declarations and the payment of all duties and taxes imposed on goods traffic (customs, excise, administration, etc.)

### ARTICLE 5: RENTAL

In the case of reservation through the Hirer's website, the General Rental Terms and Conditions on the website shall apply to the Customer and the security deposit made with the Customer's credit card shall be an essential condition for delivery of the vehicle. If the amount of the security deposit is not available, the Hirer may refuse to deliver the vehicle to the Customer and terminate the rental contract.

A proof of residence of less than three months old (EDF- GDF electricity or gas bill, telephone bill or Carte Vitale health insurance certificate) is required for any rental. The Hirer reserves the right to refuse to rent and deliver the vehicle to the Customer if said Customer cannot present a document proving his or her residence.

**5.1. Security deposit:** On pickup of the vehicle, the Customer shall be required to provide a security deposit with his or her credit card (CB, Visa, Eurocard). This credit card shall display the family name and first name of the Customer and comply with the provisions in Article 14 hereof.

**5.2. Prepayment - Extension:** The Hirer shall require payment of the estimated amount of the rental prior to departure of the vehicle, under the conditions stipulated by the Hirer, which may provide for payment in several instalments. The initial prepayment may in no event be used to extend rental. The price of the rental and the amount of the prepayment are mentioned in the current price list. In the event that the Customer wants to keep his or her vehicle longer than initially agreed, he or she shall first obtain the Hirer's permission, visit one of the Hirer's

rental offices and pay promptly, based upon the list price, the amount of the ongoing rental. The Customer may be sued if he or she fails to do so.

**5.3. Payment:** The Customer agrees to pay the Hirer, after the rental is terminated and the complete vehicle has been returned (including equipment, accessories, administrative papers and keys):

- All sums due for the rental period, kilometers driven and the amount of additional insurance covers and other optional services taken by the Customer;
- The additional amount for recovering the vehicle if left at another location not approved beforehand by the Hirer.
- All direct or indirect taxes and levies due on the sums, premiums, costs and compensations provided for in this Article.
- All sums owed for traffic and parking violations under the applicable legislation during the period of this contract.

In the case of prepayment by the Customer, the amount of the outstanding balance of the invoice, if any, shall be debited immediately from the account corresponding to the credit card presented unless the Customer offers another payment instrument accepted by the Hirer. The Customer herewith accepts that the non-waivable excess and all other costs connected with the vehicle, its rental or use (fuel, repairs, traffic violations, etc.) be debited from this same account.

In the event that a promotional rate is applied, non-compliance with the rental period agreed when the vehicle is picked up shall allow the application of the list price in force at the time. However, the amount of the minimum excess for use and towing costs shall be paid by the Renter even when said Renter has taken out additional excess insurance.

### ARTICLE 6: RESPONSIBILITY OF BANK CARD HOLDER OR ISSUER OF A TRAVEL VOUCHER OR ORDER FORM

When rental is granted on presentation of a bank card, a travel voucher or an order form, the Hirer shall invoice the issuer of the travel voucher or the order form, who shall be responsible under the contractual provisions:

- for the use of the rented vehicle,
- payment of the rental and all related expenses,
- and who shall remain responsible for any extension of the rental or disappearance of the vehicle.

### ARTICLE 7: CANCELLATION OF RESERVATION BY CUSTOMER

The Customer may cancel his or her reservation under the following conditions:

- In the case of cancellation at least 30 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs of €50;
- In the case of cancellation from 20 to 29 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 25% of the total amount of the reservation, and in any event not less than €50;
- In the case of cancellation from 10 to 19 days before the scheduled starting date of the rental, the Customer shall be repaid the amount of his or her rental, less cancellation costs corresponding to 50% of the total amount of the reservation, and in any event not less than €50;

The Hirer shall not make any repayment for cancellation less than 9 days before the scheduled starting date of the rental, or if the Customer does not rent the vehicle on the reservation date.

### ARTICLE 8: INSURANCE AND ADDITIONAL DAMAGE WAIVERS:

All our vehicles are covered by Legal Liability insurance pursuant to the applicable regulations, of which a notice is available for the Customer at the Hirer's rental office. The Customer agrees in particular:

- to send the Hirer, within five business days (excluding holidays) after discovery of the insurance loss, a claim declaration for any accident, damage or fire and report any theft or accident involving physical injury immediately to the police. This claim period is shortened to 2 business days if the vehicle is stolen.
- to mention in particular in the claim declaration the circumstances, the names and addresses of any witnesses, the name and address of the insurance company of the adverse party, and the telephone number of the police.
- to attach to this claim declaration all reports of the police and the gendarmerie, complaint declaration receipts, etc.
- not to discuss liability or try to settle the accident with the third party.
- not to abandon the vehicle without making sure it is safeguarded and safe.

Damage to and / or theft of the vehicle shall be charged to the Renter within the limit of an excess whose amount varies with the vehicle category.

In order to protect you against these forms of liability, the Hirer offers the Customer the following additional covers:

- CDW (partial collision damage waiver),
- THW (partial theft waiver),
- PAI (personal accident insurance),
- PEC (luggage and personal effects coverage)
- GT (glass, headlights and tyre waiver)
- Assistance+ (vehicle repair extended to certain circumstances)

If the Renter accepts these additional covers at the current rates, the non-waivable excess shall apply in the case of a claim. If the Renter declines these covers, the total excess currently in force shall apply in the case of a claim.

However, even if the Customer has agreed to pay one or more additional covers to lower excess, he or she shall remain fully liable for all damage to the upper part of the coachwork due to collision with a fixed or mobile body (bridge, tunnel, porch, tree branch, other overhanging objects, etc.).

The same shall apply to damage to coachwork and the mechanical parts underneath the vehicle (front-wheel axle unit, oil sump, etc.) The Customer shall have full financial liability for all damage to the vehicle caused by uses for which the vehicle was not designed or by off-road use, even if the Customer has accepted the additional cover to lower excess. The Customer shall also remain fully liable for all damage caused by water (rain, sea, etc.) due to the Customer's negligence (dangerous crossing of flooded areas, parking at an open location, parking at a location with flood risk) and any theft of or damage to accessories and broken glass.

In the event that the keys are lost and/or damaged (humidity, damage after having been dropped, etc.), towing costs, a copy of the key and resetting the anti-theft device shall be paid by the Customer, regardless of his or her insurance package.

If the amount of the damage to the vehicle is less than the non-waivable excess, the Hirer shall repay the Customer the difference between these amounts. The amount of damage shall be the financial value of the loss suffered by the Hirer due to the 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, amounting to €50 excluding taxes. If no repairs have been made, the Customer shall owe the estimated amount of their cost as compensation for the loss of market value of the vehicle.

Please note that the Customer may incur personal liability in the case of an accident involving circumstances caused by the Customer's violation of the Traffic Code, regardless of any additional covers taken out. The Hirer shall be entitled to claim, from the Customer at fault, the full cost of the repairs, damage and prejudice suffered by any third parties involved. The Hirer shall further be entitled to terminate the contract and not to provide a replacement vehicle. Any prepaid sums shall belong to the Hirer.

### ARTICLE 9: FUEL

Fuel shall be paid by the Customer. If the vehicle is returned with less than fuel than on delivery, the cost of topping up the vehicle shall be invoiced in addition to the cost of the missing fuel, at the rates stipulated in the price list at the Hirer's rental offices.

### ARTICLE 10: MAINTENANCE AND REPAIRS

The Customer agrees to use the vehicle prudently. He or she shall be its custodian and be responsible for and in control of driving and transportation operations. The Customer shall regularly verify the level of oil, water and other fluids and also carry out routine maintenance and prevention operations, particularly oil change and greasing, at the Hirer's own workshops or establishments designated by it. The Customer shall keep the invoices and other evidence of these upkeep services at the disposal of the Hirer. Repairs other than normal maintenance operations shall require the Hirer's prior authorization.

### ARTICLE 11: LIABILITY

Pursuant to Articles L 21 and L 21.1 of the Traffic Code, the Customer shall be solely liable for all fines, tickets and police reports. He or she shall also be liable for any legal action brought against him or her by the customs administration. Consequently, he or she agrees to repay the Hirer all costs of this kind paid in the Customer's place. In accordance with the rule that punishment should be applied to the offender only, the Customer shall be liable for offences and violations committed during the term of the rental. The Customer is informed that his or her name and address may be reported on request to the competent authorities and that he or she shall be applicable to the processing cost of €15 including taxes. The Customer shall verify that he or she does not forget any personal effects in the vehicle. The Hirer shall not be liable for loss of or damage to property left in the vehicle, whether during or after the rental period. Consequently, objects forgotten shall be forwarded at the Customer's request in consideration of an administration fee of €15 including tax, in addition to shipment costs, which shall be deducted from the security deposit.

### ARTICLE 12: TERM OF CONTRACT

The rental is granted for a limited period of time, specified on the front page of this contract. If the vehicle is not returned to the Hirer at the agreed return date and there is written authorization of extension, the Hirer reserves the right to take back the vehicle wherever it is located at the time, at the Customer's expense, on the understanding that the Customer in this case shall have no right to claim wrongful termination of the rental. Rental days are invoiced in units of twenty-four hours. 59 minutes after expiry of the contractual time limit, an additional day shall be invoiced.

### ARTICLE 13: SECURITY DEPOSIT

The Customer shall pay the Hirer a security deposit at the moment when his or her rental contract is drawn up. The amount of this security deposit depends upon the category of the rented vehicle. It is indicated in the Hirer's price lists and, at the start of the rental, in the contract. It is intended to cover the Hirer's loss due to damage to and/or theft of the vehicle, on the understanding that this does not release the Customer from the obligation to pay directly any sum owed by him or her, even if these sums exceed said security deposit. This security deposit shall take the form of a credit card preauthorization governed by the rules of banking law, whereby the sum is held in the Customer's account, without being debited, for a period of minimum 7 days, and a debit authorization in favour of the Hirer valid for thirty days. The parties agree that this security deposit shall belong to the Hirer in the case of damage caused by the Customer or in the absence of a fault on the part of a third party and in the case of theft of the vehicle (subject to application of the above-mentioned contractual covers), up to the amount of the loss suffered. Moreover, the Customer herewith authorises the Hirer to deduct from this deposit all sums the Customer owes towards the Hirer or towards any person, authority or administration, including but not limited to fuel, repair and maintenance costs and fines, even after the vehicle has been returned, if the operative event of this debt occurs during rental by the Customer. If the amount of the security deposit is not enough to cover these sums, the Customer agrees to pay them on request immediately to the Hirer or to whoever is entitled to them.

### ARTICLE 14: BREACH OF CONTRACT

The Renter's non-compliance with the rental terms and conditions shall entail termination of the rental without prejudice to any damages the Hirer may be entitled to claim.

### ARTICLE 15: MEDIATION

In the case of a dispute, the Parties agree to reach a mutual agreement. Failing that a mutual agreement, according to articles L-612-1 of the Consumer Code, the customer has the option to use the free mediation with the Ombudsman of the National Council of automobile sector:

By electronic way on the website [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr). By downloading the form on the website [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr) and sending by post mail to the following address : M. le Mediateur du Conseil national des professions de l'automobile, 50 rue Rouget de Lisle - 92158 SURESNES CEDEX or by mail : [mediateur@mediateur-cnpa.fr](mailto:mediateur@mediateur-cnpa.fr)

According to European Regulation, 524/2013, BAMYLOC SAS must inform the customer who have booked online, of existence of a platform for settlement of dispute between online shop and consumers: <http://ec.europa.eu/consumers/odr>.

### ARTICLE 16: JURISDICTION

In the case of a dispute with regard to the performance of this contract, if the Customer is a business owner, the only competent courts shall be those in the jurisdiction where the Hirer has its domicile. If the Customer is a consumer, the competent courts shall be those in the jurisdiction where the defendant has its domicile.

### ARTICLE 17: DATA PROCESSING AND PRIVACY

The personal information requested from the Renter is essential to enter into the rental agreement. This information is kept by BAMYLOC SAS and may be disclosed to the Hirer's partners and to members of the Hirer's commercial network in order to offer the Customer quality service geared to his or her needs. It may also be disclosed to third parties in a business relationship with the Hirer. Pursuant to the law of 6 January 1978, the Customer shall have the right to obtain this information from BAMYLOC SAS at the following address Zone Loeuvers - Aeroport Pôle Caraïbes - 97139 Les Abymes

## 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 with companies Pointe à Pitre under number SIREN 310417118, 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 utilization 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.

**Luggage:** Luggage, excluding freight or commercial goods, means travel bags, suitcases and the personal effects of the renter and/or his or her Passengers contained therein. Personal effects include valuables priced at five hundred euros (€500) or more and jewellery (fine and cultivated pearls, precious stones and hard stones) and furs belonging to the renter and/or his or her Passengers. Luggage includes computers, electronic agendas, audiovisual appliance, cameras, video cameras and HIFI equipment belonging to the renter and/or his or her Passengers.

**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 recognized 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 cannot 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 authorization.

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 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: XXXXX.fr).

## **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. You can lower or eliminate Excess by opting for our range of higher collision damage waivers instead our standard waiver.

## **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 antitheft 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:

- Take out this cover;
- 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 and you have not taken out this cover, 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.

If you take out the Theft Waiver, subject to compliance with our General Rental Terms and Conditions, 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: XXXXX.fr).

### **2.3 GLASS, HEADLIGHTS AND TYRE WAIVER (GTW)**

This cover will apply to all damage to the windows, headlights or tyres during normal use of the Vehicle during your rental. If the damage occurs due to a traffic accident, the cost of repairing or replacing the windows, headlights or tyres will be covered by the Collision Damage Waiver.

### **Against what am I insured?**

If you have taken out this Waiver, you are protected against all financial liability for damage to:

- ❖ The windshield; or
- ❖ Any side or rear window; or
- ❖ Reflectors or headlights; or
- ❖ Rear-view mirrors;

- ❖ The tyres mounted on the Vehicle, unless this damage is due to your Abnormal Use of the Vehicle.

### **What is excluded from this Waiver?**

This product does not cover theft, fire and/or vandalism, or damage to sunroofs, panoramic roofs or the soft top of cabriolets.

Administrative and file processing costs are not included in this cover.

### **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 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 duly completed and signed Accident Report and any other document providing an accurate description of the event (nature of damage to the Vehicle, place where the incident occurred, date and circumstances under which it occurred and name and address of potential witnesses). You may of course include any other document you consider necessary or advisable in support of your Accident Report.

### **What is the amount of my financial exposure?**

If during your rental any window or headlight of the Vehicle is broken and/or any tyre mounted on the Vehicle is damaged and you have not opted for this cover, you will owe the full cost of the damage suffered by us.

However, if you take out this Glass, Headlight and Tyre Waiver, 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: XXXXX.fr).

## **2.4. PROTECTION ASSISTANCE PLUS**

During the agreed period of your rental, you will benefit, without surcharge, from the breakdown and assistance service connected with the use of the Vehicle.

No or wrong fuel due to the customer, broken or lost Vehicle keys, empty batteries and flat and/or damaged tyres are not included in this free service and are invoiced at a fixed rate.

Our Assistance Plus cover limits your financial exposure to the fixed amounts owed under the above-mentioned circumstances. If you opt for our Assistance Plus cover in consideration of a fixed fee per rental day, and subject to compliance with the applicable laws and regulations and our General Rental Terms and Conditions, you will be exempt from these charges (see the Insurance Rates Manual available at the agencies and at the following website: [www.jumbocar-guadeloupe.com](http://www.jumbocar-guadeloupe.com)).

### **Against what am I insured?**

This product limits your financial exposure to the fixed sums invoiced by us for breakdown and assistance services in the case of:

- ❖ No or wrongfuel;
- ❖ BrokenorlostVehiclekeys;
- ❖ Flatand/or damagedtyres;
- ❖ Empty batteries.

### **What is excluded from this Waiver?**

Breakdownoftheengine due to noor wrongfuel is not covered by this Waiver.  
The Assistance Plus cover does not cover administrative and file processing costs.

### **What is the amount of my financial exposure?**

In consideration of a fixed fee per rental day, subject to compliance with our General Rental Terms and Conditions, you will be exempt from the fixed costs we may have to bill you in the above-mentioned cases for our breakdown and assistance services.

### **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 traffic laws and regulations during rental.

When one of the above-mentioned circumstances occurs, you must contact our Breakdown and Assistance Service at **XXXXXXXX**.

## **2.5. 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

- ✓ 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
- ❖ 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.

## **2.6. LUGGAGE AND PERSONAL EFFECTS COVERAGE (PEC)**

### **Against what am I insured?**

If you take out this cover, you will be compensated for the financial consequences of any damage to or loss of your Luggage when transported in the Vehicle within the limit of the amounts stipulated in the descriptive table found at our agencies and accessible at the following site: [www.jumbocar-guadeloupe.com](http://www.jumbocar-guadeloupe.com).

### **What is primarily excluded from this Insurance?**

Luggage and Personal Effects Coverage (**PEC**) does not cover the cost generated by the loss or destruction of or damage to your Luggage due to:

- ❖ Damage caused by ordinary wear and tear or a defect of your Luggage itself. Damage caused by mites or vermin or by a cleaning, repair or restoration process, or incorrect handling of your Luggage by you.
- ❖ Damage to your Luggage due to its confiscation, seizure or destruction by order of a government authority.
- ❖ Theft of your Luggage while the doors, windows and boot of the vehicle were not closed and where possible locked.
- ❖ Theft by breaking and entering of belongings and Luggage located in the passenger compartment of open or convertible cars. Belongings and Luggage located in the boot of a Vehicle are nevertheless insured provided said boot is locked and cannot be accessed from inside the vehicle.
- ❖ Smoking accidents and damage to objects that have fallen or been thrown into a hearth.

The following belongings and luggage are not covered:

- ❖ dentures, ocular or other prostheses, spectacles or contact lenses. Cash, personal papers, commercial documents, administrative documents, travelers cheques, credit cards, airplane tickets, transport tickets and vouchers. Keys and all similar objects (e.g. magnetic cards or badges), mobile telephones and commercial goods.
- ❖ Valuables, jewellery and furs left in a parked vehicle, regardless of the time of the day.
- ❖ Luggage or personal effects and objects left in a parked vehicle between 10 p.m. and six a.m.

- ❖ Any damage to the Vehicle itself.

**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 in the descriptive table found at our agencies and accessible at the following site: [www.jumbocar-guadeloupe.com](http://www.jumbocar-guadeloupe.com)

**How should you inform us?**

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