

# INSURANCE & PROTECTION PROVISIONS

## Who we are

We are EUROPCAR N.V. / S.A. We are a private limited company incorporated in Belgium under company number BE 04 13 087 168 and our registered office is located in 231 Avenue Louise, 1050 Brussels (Belgium). We supply vehicle rental services under the brands of 'Europcar' and 'InterRent'.

Thank you for choosing Europcar to supply your rental vehicle needs. We hope everything will go very smoothly for you but, just in case it doesn't, we have set out below a summary of:

- insurance that we include as part of our rental service because there is a legal obligation upon us to do so (Third Party Liability insurance); and
- other protection products that we make available to you because we want to be able to give you peace of mind during your rental with us.

These insurance and protection products are designed to cover your potential exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:

### **Liability to a Third Party**

means other people's bodily injury or death and / or damage to their property that occurs because of an accident or incident that you may cause. Damage to a third party's property could include buildings or their contents, machinery or personal possessions. The cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability.

### **Damage to or theft of the Vehicle**

the Vehicle itself may be damaged as a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered

You should be aware that if you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own injuries (together with the possible associated consequences of it) or death will not. You can, however, be protected from such circumstances if you purchase any of our Personal Accident protections separately. Details of how these Personal Accident protections can benefit both you and your Passengers are available upon request.

## DEFINITIONS

For the purposes of this document we have given the following words or expressions particular meaning:

### **abnormal use:**

means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of the Local Rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

**Accident Report**

means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details)

**Bodily Injury (or bodily injury)**

means any physical injury suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

**Book value :**

means the value that a Vehicle is recorded to be worth to us on our books at the time of the incident.

**collision**

means the impact of the Vehicle with another fixed or moving body or object

**Excess amount**

is a specified sum of money that, provided you have complied with the Local Rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the Vehicle as a result of a collision during the rental period or its attempted theft; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the protection product you have purchased.

**Local Rental terms and conditions**

means the document you will be asked to sign before you may rent any Vehicle from us and which sets out the rights and obligations that will apply to both you and us throughout the rental period

**Loss of Use**

describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of a collision during the rental period it was damaged and we need to take it off the road to have it repaired

**Passenger**

means any person other than the driver that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger would be viewed as a Third Party under the mandatory Third Party Liability insurance regimes

**Protection (or protection)**

in this document applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount. It should be noted that this protection is not provided by way of an insurance policy

**Third Party**

means any party to an incident – other than the driver of the Vehicle. For the avoidance of doubt a Passenger is deemed to be a Third Party

**Third Party Liability insurance**

means insurance that provides the driver of a Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident arising whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

**Vehicle**

means the vehicle you will be renting from us or you will be driving with our authorization.

**We or we/ Us or us / Ours or ours**

means Europcar

**You or you / Yours or yours**

means any named driver

**1. THIRD PARTY LIABILITY INSURANCE**

We are mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of Third Parties. We have purchased the best Third Party Liability insurance from the foremost insurers in the business and it is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required by the country in which you are renting the Vehicle for the consequences others may suffer as a direct result of your actions whilst you are driving the Vehicle.

**What am I covered for?**

As provided by law you will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

- bodily injury or death suffered by Third Parties; and
- property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

**What is excluded from the cover?**

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle. None of Our vehicles are covered for own damage. No specific clause has been signed for this
- **What is the amount of my financial exposure for Third Party Liability?**

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) then you will be covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required by the country in which you are renting the Vehicle.

However, if you didn't comply with those laws and/or regulations then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

## **How to notify us?**

In circumstances involving Third Parties it is important that you do your utmost to properly complete and sign an Accident Report form which gives us all relevant details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident). The Accident Report form should be transmitted to us within 5 working days of the incident or as soon as you reasonably can in the circumstances.

## **2. EUROPCAR PROTECTIONS**

### **2.1 COLLISION DAMAGE PROTECTION**

Our collision damage protection product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can reduce or eliminate the Excess amount by purchasing our premium collision damage protection products instead of the standard collision damage protection offering.

This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

#### **What does this protect me against?**

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of damage to or repair of the Vehicle or its book value if it is not repairable and must be written off; and
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and
- the administration costs we incur in handling any claim if it is applicable

in circumstances where:

- you collide with a fixed or moving object; or
- the Vehicle is subject to an act of vandalism while you are driving or using it; or
- any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured during a collision

#### **What is excluded from the protection?**

- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
  - by the wilful acts of the driver; or
  - by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or

- by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended.
- by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars);
- because the keys are lost or stolen
- Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the rental period

### **What must I do to benefit from the protection?**

You must:

- purchase the protection;
- comply with Local Rental terms and conditions and all applicable law and local traffic regulation when you are driving the Vehicle;
- notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete Accident Report and/or any other document which you believe will be useful in support of it.

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

If during your rental the Vehicle is damaged and you have not purchased this protection you will have to pay for the total cost of the damage as well as compensation due its immobilization.

We will calculate the average cost of light damage from the table matrix that can be found at our pick-up stations. If the damage is not listed in the table matrix (because it does not fit in with what is considered to be 'light damage' or it is not feasible to calculate the average price) then an independent expert will evaluate the damage cost which may be as much as the full Book value

However, provided you have complied with the Local Rental terms and conditions and the applicable law and road traffic regulations then the maximum you will have to pay us is the Excess amount.

## **2.2 THEFT PROTECTION**

Our theft protection products limit your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount.

### **What am I protected against?**

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- The cost of damage or repair of the Vehicle (if it is recovered) or the book value of the Vehicle if it is lost
- Our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and
- the administration costs we incur in handling your claim if this is applicable

in circumstances of:

- the theft of the Vehicle and any accessories following an occurrence of breaking and entering (accessories being any supplementary component that is installed in or on the Vehicle that improves its specification)
- the attempted theft of the Vehicle and of any accessories
- any act of vandalism to the Vehicle whilst it is stationary and left unattended by you
- any glass or lights or reflectors that may be damaged or broken or tyres that are damaged or punctured as a result of the theft

### **What is excluded from the protection?**

The product will not protect you in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorised person; your failure to use the anti-theft system appropriately, any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

### **What must I do to benefit from the cover?**

You must:

- **\*\*purchase the product;**
- **\*\*comply with Local Rental terms and conditions as they apply to the theft or potential theft of a Vehicle**
- **\*\*notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.**
- Notify the pick up station of the theft and return the keys.
- Notify us at pick up station, within 24 hours of the time you discover the Vehicle is missing and forward the keys to us at the place you picked the Vehicle up.

**\*\* these are the minimum requirements.**

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

If, during your rental, the Vehicle is stolen or is damaged in an attempted theft or due to vandalism and you have not purchased this protection product then you will be liable for the full cost of the damage to the Vehicle (if the Vehicle is recovered) or for the full Book value of the Vehicle if it is not recovered as well as compensation for the Loss of Use calculated according to the daily rental rate contracted by you multiplied by the number of days that the Vehicle has been stolen.

With theft protection, provided you have complied with the Local Rental terms and conditions, the maximum you will have to pay us is the Excess amount.

## **2.3 GLASS, LIGHTS AND TYRE PROTECTION**

This protection product will apply to any damage that occurs to glass, lights or tyres in circumstances of normal use of the Vehicle during your rental. If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass, lights or tyres will be covered by the collision damage protection

### **What am I protected against?**

If you have purchased this product you will be protected against the financial liability for damage to:

- the windscreen; or
- any side or rear windows; or
- lamps and lights; or
- rear view mirrors

that are in or on the Vehicle if the damage occurs during your rental

- damage to tyres on the Vehicle unless it arises from any abnormal use (see definition on page 1) you may make of the Vehicle

### **What am I not protected against?**

You are not protected under this product against the financial liability for damage to the Vehicle if it arises because of wilful acts or negligence that you commit whilst using the Vehicle and which causes damage.

You are not protected for the administration costs we incur in handling any damage file.

### **What must I do to benefit from the Protection?**

You must:

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete signed Accident Report or any other document which relates all of the facts as they occurred (nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details). You may, of course, include any other document you believe will be useful in support of your Accident Report.

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

If during your rental any glass or lights on the Vehicle are broken and / or any tyres on the Vehicle are damaged and you have not purchased this protection then you will be liable for the full cost of the damage that is incurred by us.

If, however, you purchase this glass, lights and tyre protection (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.

## **2.4 ROAD SIDE ASSISTANCE DEKKING (RSA)**

During the rental period we offer You a towing & roadside assistance service for the Vehicle without additional costs as a part of your rental experience. The following are excluded from this free service: motor breakdown, error made by you in the choice of fuel, defective or lost keys, empty batteries and flat tyres. All of these will be billed to you at a fixed cost. Our RSA cover limits your financial exposure for all aforementioned cases. When You subscribe to our RSA cover, provided a strict respect of the current T&Cs and local legislation, you will be exempt from the costs of all aforementioned cases by paying a fixed amount per rental day (ref. Tariff Guide Europcar Belgium – [www.europcar.be](http://www.europcar.be))

### **What am I covered for?**

This cover limits Your financial exposure for the costs after an intervention by our towing & roadside assistance service for the following:

- breakdown resulting from an empty fuel tank or wrong choice of fuel
- defective keys or keys left behind enclosed in the vehicle
- punctured or exploded tyres
- breakdown resulting from an empty battery

### **What is excluded from the cover?**

Damage to the engine resulting from an erroneous choice in fuel is not covered by this cover. You are not covered for the administrative fees for handling your file.

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

Provided You pay the fixed amount per rental day and provided a strict compliance with our current T&Cs, you will be exempt from paying the costs for the following things after an intervention by our towing- and roadside assistance service: motor breakdown, error made by you in the choice of fuel, defective or lost keys, empty batteries and flat tyres

### **What must I do to benefit from the Protection?**

You must:

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- alert our towing- and roadside assistance service when any of the aforementioned cases arises

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

In case you did not sign for the RSA protection, you will be held financially responsible and billed a fixed amount to cover the costs of the aforementioned cases. In case you did sign for the RSA protection, you will be exempt from any of these fixed amounts, provided a strict compliance with the current T&Cs.

## **3. OTHER PROTECTIONS**



### **3.1. PERSONAL ACCIDENT & BAGGAGE PROTECTIONS (PAI & SPAI)**

**The following details are for information only and do not replace or supersede the terms and conditions of the Axa Corporate Solutions (PAI # n°XFR0078448GP / SPAI # n°XFR0078449GP) copies of which can be found at [www.europcar.be](http://www.europcar.be).**

Whilst we automatically include Third Party Liability insurance as part of our vehicle rental services (for details of this insurance please see the section on pages 2 and 3 above entitled ‘Third Party Liability Insurance’) this does not cover the bodily injuries suffered by the person driving the Vehicle at the time of a collision which occurs as a result of that driver’s actions (an ‘at fault’ driver). If you are the cause of a collision whilst you are driving a Vehicle you will therefore not be covered for the financial repercussions of:

- personal bodily injury or death; or
- any damage to or loss of your personal property or possessions.

In order therefore to minimize your financial exposure for such damage, loss or injury in such circumstances we are offering two separate products which you can purchase.

- The first product (Personal Accident protection) provides cover for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of a collision (or an accident).
- The second product (Super-Personal Accident protection) provides higher and best-in-class protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of the collision (or an accident) and incorporates baggage cover as well.

### **3.2 PERSONAL ACCIDENT PROTECTION (PAI)**

#### **What am I covered for?**

Under this protection product you can claim for the financial cost of any of the following potential consequences resulting from your death or injury in a collision that occurs when you are driving the Vehicle:

- a lump sum payment of up to a maximum of €50,000 per head
  - in the event of your death (or presumption of death) within 24 months of the collision or incident; or
  - if you ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses of up to a maximum of €2,500 per head (which includes hospitalization, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.

If you and / or your Passengers are victims of a collision during the rental period then, provided you have purchased the product (in which case the protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

- Passengers and a ‘not at fault’ driver (both of whom are considered to be third parties in the context of the mandatory Third Party Liability insurance regime) can not only be indemnified by the Third Party Liability insurer but can also collect the lump sum indemnity they are entitled to under the Personal Accident protection product; or
- Passengers travelling with an ‘at fault’ driver will be considered third parties in the context of the mandatory Third Party Liability insurance regime can be indemnified by the Third Party Liability insurer and can also collect the lump sum indemnity under the Personal Accident protection product. However, an ‘at fault’ driver will only be covered by the Personal Accident protection product

### **What is (mainly) excluded from the cover?**

This Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

A more complete summary of the cover provided by this Personal Accident protection product can be found at [www.europcar.be](http://www.europcar.be)

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

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Personal Accident protection will simply not apply at all) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn’t comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

### **How to notify us?**

It is important that you do your utmost to properly complete and sign an accident Claim Form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident Claim form should be transmitted to us within a maximum of 5 working days of the collision or incident.

A more complete summary of the cover provided by this Super Personal Accident protection product can be found at [www.europcar.be](http://www.europcar.be)

## **5B. SUPER PERSONAL ACCIDENT PROTECTION**

### **What am I covered for?**

Under this protection product you can claim for the financial cost of any of the following potential consequences resulting from your death or injury or damage to or loss of your personal effects in a collision that occurs when you are driving the Vehicle:

- a lump sum payment of up to a maximum of €200,000 per head
  - in the event of your death (or presumption of death) within 24 months of the collision or incident; or
  - if you ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses of up to a maximum of €10,000 per head (which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.
- Loss, damage, theft or destruction of your travel bags and suitcases and the personal effects contained in them up to a maximum of €5,000 per vehicle as a result of a collision or theft. Personal effects include valuables worth €500 or more (for example, jewellery or furs) as well as computer equipment (laptops or tablets – subject to specific exclusions) cameras or personal hi-fi equipment.

If you and / or your Passengers are victims of a collision during the rental period then, provided you have purchased the product (in which case the protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

- Passengers and a ‘not at fault’ driver (both of whom are considered to be third parties in the context of the mandatory Third Party Liability insurance regime) can not only be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity they are entitled to under the Personal Accident protection product; or
- Passengers travelling with an ‘at fault’ driver will be considered third parties in the context of the mandatory Third Party Liability insurance regime can be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity under the Personal Accident protection product. However, an ‘at fault’ driver will only be covered by the Personal Accident protection product.

### **What is (mainly) excluded from the cover?**

This Super Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- the cost of loss, or destruction of or damage to your baggage if it is
  - caused by fair wear and tear, depreciation or inherent defects or smokers accidents;
  - stolen as a result of your failure to secure and lock the Vehicle or if it is left in the Vehicle overnight or unattended in a public place. Loss of valuables and/or laptops will not be covered if they are left unattended in the Vehicle at any time;
  - a mobile phone
- any damage caused to the Vehicle

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

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official

passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Super Personal Accident protection will simply not apply at all) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

### **How to notify us?**

It is important that you do your utmost to properly complete and sign an accident Claim Form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident Claim form should be transmitted to us within a maximum of 5 working days of the collision or incident.