

Protection for Drivers and Passengers of Europcar Vehicles  
Summary of Cover under EUROPCAR "PAI"



AXA Corporate Solutions Policy No XFR0078448GP  
Policyholder: Europcar International

Acting both on its own behalf and on behalf of its subsidiaries listed in the Schedule

## **PART I – GENERAL PROVISIONS**

### **SECTION 1 - DEFINITIONS**

Each term used in the present document, when it is written with a capital letter, shall have the following meaning:

#### **ACCIDENT**

Any unintentional physical injury suffered by an Insured and arising from a sudden and unexpected external event.

#### **The definition of an Accident includes:**

- Infections caused directly by an insured Accident.
- Poisoning and bodily harm caused by the ingestion of toxic or corrosive substances.
- Asphyxia due to the unforeseen action of gas, vapours or to drowning.
- Frostbite, heatstroke, sunstroke, starvation and exhaustion resulting from a shipwreck, forced landing, collapse, avalanche or flood.
- Bodily harm caused by an Act of Terrorism, Act of Sabotage, Attempted Attack or Assault suffered by the Insured, unless it is demonstrated that the Insured played an active role as the perpetrator or instigator of such Events.

#### **TRAFFIC ACCIDENT**

An Accident occurring on a street, a road or a motorway, and more generally in any place authorised for motorised traffic, and involving a driver, a passenger, a pedestrian or a vehicle.

#### **INSURED(S)**

The Hirer of the rented vehicle and, in general, any person driving the vehicle with authorisation from the hirer and the Policyholder and also the other occupants carried without charge.

- The Hirer, being the person who has hired a vehicle from the Policyholder by entering into a hire agreement.
- The rented vehicle shall be a land motor vehicle hired out by the Policyholder for short periods.

It is pointed out that these vehicles may also:

- be loaned and/or moved within the network,

- be used without being hired, whether or not they are service vehicles,
- their use shall thus be deemed to be a short-term rental.

#### **INSURER**

##### **AXA Corporate Solutions Assurance**

4, Rue Jules Lefebvre - 75426 Paris Cedex 09, France  
Société Anonyme de droit français, régie par le code des Assurances au capital de 190 069 080 €  
399 227 354 RCS Paris TVA intracommunautaire n°FR 85 399 227 354

Opérations d'assurance et de réassurance exonérées de TVA – art 261-C cgi

#### **BENEFICIARY(-IES)**

A person who receives the indemnities or benefits paid out by the Insurer under the Policy in the event of Death resulting from a Loss. The Beneficiary is, in the following decreasing order of priority:

- his/her surviving Spouse/Partner neither divorced nor judicially separated by a final judgement or whose Civil Solidarity Pact is in force on the date of the Death.
- failing whom, his/her existing or future Children, living or represented, in equal shares, as well as the children adopted by the deceased Insured.
- failing whom, his/her heirs in equal shares.

#### **TERMINATION OF COVER**

In all cases, cover shall be terminated for each Insured on the date on which the policy is cancelled.

#### **SPOUSE/PARTNER**

This means:

- The person linked to the Insured by the ties of marriage and not judicially separated.
- The cohabitee or partner: this is the person who has lived, as if married, with the Insured, sharing the same common interests as a married couple and able to produce a cohabitation or coexistence certificate.

## CONSOLIDATION

The time when the Insured's state of health stabilises and becomes permanent in nature and incapable of significant change under the effect of any kind of treatment.

## PREMIUM

Sum paid by the Policyholder in return for the coverage granted by the Insurer.

## START DATE

Date from which the policy covers shall attach.

## DEATH

Death of the Insured as a result of an Accident and occurring no more than twenty-four (24) months following the date of the Accident.

## FORFEITURE

Loss of entitlement to the cover provided by the present Policy through the failure of the Policyholder or the Insured to fulfil the obligations that are imposed on them.

## MAIN RENEWAL DATE

Date, stated in the Policy Schedule, on which the Policyholder or the Insurer can cancel the Policy while respecting the two-month period of notice.

## DEPENDENT CHILDREN

Legitimate, natural, recognised and adopted Children shall be considered to be dependent solely in the cases listed below:

- If they are less than twenty-one years of age on the date of the Loss.
- If they are over twenty-one years and under twenty-five years of age and they are continuing their studies (certificate of attendance required). Any earnings or remuneration received annually by them must be less than the minimum taxable amount in accordance with the French I.R.P.P. (personal income tax).
- If they are disabled and not in a position to provide for their needs themselves, regardless of their age.
- If they have been deemed viable infants within three hundred days following the date of the Accident that led to the Death of the Insured.

## EXCLUSION

That which is not covered under the Policy.

## DEDUCTIBLE

This is:

- a flat-rate sum set by the Insurer and borne by the Policyholder or the Insured in the event of a benefit being paid;
- or a percentage beyond which benefits are paid;
- or a number of days or months upon expiry of

which benefits are paid.

## PERMANENT TOTAL OR PARTIAL DISABLEMENT

This means the definitive, total or partial reduction of certain physical, intellectual and/or psycho-sensory functions of an Insured, resulting from an Accident.

## ILLNESS

Any consequent and stabilised deterioration in health, ascertained by a qualified medical authority.

## PERIOD OF INDEMNITY

Maximum period during which the Insurer pays the benefits.

## LOSS

The occurrence of a Traffic Accident leading to the application of the Policy covers.

**All of the losses and damage arising from the same initial cause shall constitute one and the same Loss.**

## POLICYHOLDER

Europcar International - 2 rue René Caudron – Bat OP 78960 Voisin le Bretonneux – France

## TERRITORIAL SCOPE

Countries indicated on the insurance green card of the Policyholder's vehicle.

## SECTION 2 – SCOPE OF COVER

The cover under the present Policy shall attach to all insurable persons entering land vehicles as the driver exclusively or as passengers for professional and/or private reasons during a trip, and holding a driving licence.

- The cover shall apply within the territorial limits specified by the vehicles' insurance green card concerning the countries where the green card has not been invalidated
- It shall apply when the Insured:
  - occupies a seat, enters or leaves the hired vehicle, participates in starting or repairing it during the journey;
  - voluntarily lends his/her assistance following a traffic accident.

The validity of the covers corresponds to the dates indicated on your vehicle rental invoice with a maximum of 120 consecutive days.

## PART II – NATURE OF COVER AND LIMIT OF LIABILITY

**For the application of the provisions, obligations and Exclusions of the present document, account shall only be taken of the covers specifically mentioned in the Summary of Cover serving as the Information Leaflet.**

#### A. ACCIDENTAL DEATH COVER

When an Insured is the victim of an Accident and dies from its consequences within twenty-four months from its occurrence, the Insurer shall pay the Beneficiary the sum specified in the Table of Coverage & Limits.

If the Insured's body is not found following the disappearance or destruction of the means of transport in which he/she was travelling, there shall be a presumption of death upon expiry of a period of one year from the date of the Accident.

#### Cover shall attach on presentation of a declaratory judgement of death.

However, if it is proved, after payment of the benefit to the Beneficiary, at any time whatsoever, that the Insured is still alive, the sum paid on account of the presumption of death will have to be wholly reimbursed by the Beneficiary to the Insurer, plus interest at the legal rate, with the Insured acting as guarantor for this reimbursement.

#### B. COVER FOR PERMANENT TOTAL OR PARTIAL DISABLEMENT RESULTING FROM AN ACCIDENT

If an Insured is the victim of an Accident and it is established that he/she is left disabled from its consequences, partially or totally, the Insurer shall pay the Insured the sum obtained by multiplying the amount stated in the Table of Coverage & Limits., serving as the Information Leaflet, by the disablement rate as defined in the Guide to **the European Scale for Assessing the Impairment of Physical and Mental Well-Being**.

**The indemnity shall be assessed on the Consolidation date.** The disablement rate shall be determined as soon as there is Consolidation of the Insured's condition and at the latest on expiry of a period of **three years** from the date of the Accident. For cases of disablement not included in the scale, the rates shall be determined by comparing their severity with cases listed on that scale.

**The disablement rates shall be determined irrespective of any professional, social or family consideration.**

The anatomical loss of limbs or organs already functionally lost prior to the Accident cannot give rise to indemnity.

Injuries or damage to limbs or organs already incapacitated prior to the Accident shall only be indemnified by the difference between their condition before and after the Accident.

The assessment of injuries or damage to a limb or organ cannot be influenced by the pre-existing state of incapacity of another limb or organ.

If several limbs or organs are affected by the same Accident, the disablement rates shall be accumulated but cannot exceed **one hundred per cent**.

**In the event of Death resulting from an Accident before final Consolidation of the disablement, the benefit specified in the event of Death shall be paid less any sums which may have been paid in respect of the disablement.**

**There shall be no accumulation of the covers "Accidental Death" and "Permanent Total or Partial Disablement resulting from an Accident" if they are the consequences of the same Loss.**

**Use of seat belt limite of : If it is prove that, at the time of the time of the Accident, the seat belt was not being worn, the Death and Disablement benefits as defined above shall be reduced by Thirty-Three Per Cent (33%).**

#### C. MEDICAL EXPENSES IN THE EVEN OF AN ACCIDENT

This cover shall attach up to the limit of **Two Thousand Five Hundred euros (€2,500)** any one loss and any one Insured (for each of the occupants of the vehicle, including the driver), in the event of an Accident, and shall meet the costs arising from hospitalisation and also all the consultation costs, pharmaceutical costs, the cost of X-rays and medical tests, **after deducting reimbursements from Social Security or any other equivalent health system and any other supplementary organisation which reimburses healthcare costs or the equivalent.**

All of these expenses must be exclusively prescribed by a practitioner legally qualified to practise his/her profession and possessing the diplomas required in the country in which he/she operates.

The medical expenses shall be refunded to the Insured on receipt, by the Insurer, of all supporting proof.

The costs of dental treatment, arising from an insured Accident, shall be limited to **Three Hundred euros (€300) per tooth subject to a maximum any one loss of Two Thousand Five Hundred euros (€2,500).**

The costs of artificial eyes, dentures and hearing aids resulting from an insured Accident shall be limited to **Five Hundred euros (€500)** per prosthesis.

**Use of Seat Belt Limit of Liability: If it is proved that, at the time of the Accident, the seat belt was not being worn, the Medical Expenses benefits as defined above shall be reduced by Thirty-Three Per Cent (33%).**

#### Exclusions specific to cover for Medical Expenses resulting from an Accident:

Apart from the common exclusions in respect of the General Conditions, the following shall also be excluded:

The costs of a functional prosthesis and/or arising from an illness.

The costs of dental treatment not resulting from an accident.

Optical costs not resulting from an accident.

The costs of a cure at a spa and of a stay in a rest home.

The costs of rehabilitation.

The costs incurred as a result of an Accident or an illness first ascertained prior to the effective date of the Insured hiring the Policyholder's vehicle.

The costs relating to childbirth or pregnancy.

Costs relating to a treatment prescribed prior to the effective date of the Insured hiring the Policyholder's vehicle.

#### **D. D. INSURED MULTI-VICTIM EVENT**

Should the cover apply to several Insureds who are victims of the same Accident caused by the same event, the Insurer shall confine itself to paying the benefits due in respect of the maximum number of seats in accordance with the specifications of the rented vehicle's manufacturer.

If this number is exceeded, the total benefit shall be distributed proportionately among all of the occupants of the said vehicle and paid pro rata, according to the sum insured for each of them. When calculating the number of occupants per vehicle, children under 4 years of age shall not be taken into account; and children aged between 4 and 10 years count for a half-seat.

#### PART III – EXCLUSIONS

##### EXCLUSIONS COMMON TO ALL SECTIONS OF COVER

Cover shall not apply to Losses:

- Intentionally caused or brought about by the Insured.
- Caused by Illness.
- Due to driving any type of vehicle without possessing a driving licence valid for driving the vehicle in question.
- While driving any type of vehicle in a state of inebriation when the level of alcohol in the blood is equal to or greater than that legally permitted in the country where the Accident took place.
- Through use by the Insured of drugs, narcotics or tranquillisers not prescribed medically or while driving any type of vehicle, if the Insured is under the influence of such drugs, narcotics or tranquillisers that have been medically

prescribed, even though the medical leaflet forbids any type of vehicle to be driven.

- Caused by the suicide, conscious or unconscious, or attempted suicide or self-harm of the Insured.
- Resulting from the Insured's participation in bets of all kinds (except for sports competitions authorised within the framework of federations), brawls (except in the case of self-defence), or crimes.
- Resulting from practising a sport as a professional or even participating as an amateur, in races involving motor vehicles.

Nor shall cover apply to Losses:

- Occurring as a result of an Accident if the infections caused to the Insured result from human intervention after an insured Accident.
- If the Accident arises from a medical accident occurring during treatment for an insured Accident.

#### PART IV - NOTIFICATION AND REIMBURSEMENT OF LOSSES AND NECESSARY DOCUMENTS

##### **SECTION 1 – FORFEITURE**

##### **FORFEITURE COMMON TO ALL SECTIONS OF COVER:**

- No benefit shall be payable for any Loss notified to the Insurer more than five days after its occurrence.
- If the Policyholder or the Insured intentionally supplies false information or uses forged or altered documents with the intention of deceiving the Insurer, they shall lose all entitlement to cover for the Loss in question.
- All useful measures must be taken without delay to limit the consequences of the Loss and to hasten the recovery of the Insured who must undergo the medical treatment required owing to his/her condition. The Insured shall lose any right to cover should he/she fail to abide by this commitment to limit the extent of the Loss.
- The Insurer's doctor must have free access to the Insured to ascertain his/her condition. Any unjustified refusal to comply with this examination, after receiving a formal notice by registered letter, shall lead to Forfeiture on the part of the cover.

## SECTION 2 – DOCUMENTS TO BE SUPPLIED

The Loss notification file must be sent by registered letter to the following address:

**TSM Assistance**  
**c/o AXA Corporate Solutions**  
Service Sinistres Assurances Europcar AXA CS  
2 cours de Rives – 1204 Genève - SUISSE

Or by mail to:  
[europcar.axaclaimservices@tsm-assistance.com](mailto:europcar.axaclaimservices@tsm-assistance.com)  
Phone + 41 22 819 44 58

### 1. FOR ALL SECTIONS OF COVER

The number of the Policy XFR0078448GP to which the member adheres.

Besides the provisions above and mentioned in the General Conditions, it is agreed between the parties that in the event of loss, the Insured must within 5 days, except in the case of force majeure, send AXA Corporate Solutions a loss notification, including all the necessary supporting documents and in particular:

- A photocopy of the rental agreement for the vehicle hired by the Insured from the Policyholder.
- For Category 2 Insureds: a certificate from the Policyholder attesting that the Insured took out the "PAI" option prior to the date of the loss.
- A photocopy of the joint accident declaration (in the case of an accident or a fire) or the original of the complaint report submitted within 48 hours (in the event of theft);
- A written statement specifying the circumstances of the accident, the names of witnesses and, if applicable, the identity of the charging authority if a police report is drawn up;
- a medical certificate describing the injuries in the event of disablement;
- documents establishing the capacity of beneficiary in the event of death and the name and address of the notary handling the estate.

If the Insured or the Beneficiary intentionally supplies false information or forged or altered documents with the intention of deceiving the Insurer, he/she shall forfeit all entitlement to cover for the loss in question.

All useful measures must be taken without delay to limit the consequences of the loss and to hasten the recovery of the Insured, who must undergo the medical treatment necessitated by his/her condition.

The Insurer's doctor must have free access to the Insured to ascertain his/her condition. Any unjustified refusal to comply with this control, after a formal request sent by registered letter, shall lead to forfeiture of cover.

In the absence of a loss notification within the aforementioned period, should the Insurer be harmed by the fact that there was no loss notification or that it was submitted late, the benefit may be reduced in proportion to the loss sustained by the Insurer.

### 2. FOR MEDICAL EXPENSES COVER

The Policyholder, the Insured or his/her assignees undertake to take all the necessary steps to obtain reimbursement of these expenses (wholly or in part) from Social Security or equivalent health expenses system and any other supplementary organisation which reimburses healthcare costs or the equivalent, from which the Insured benefits.

The Insurer shall reimburse the amount in addition to the expenses reimbursed by Social Security or equivalent health expenses system and any other supplementary organisation which reimburses healthcare costs or the equivalent, from which the Insured benefits.

Medical expenses shall be reimbursed on presentation, by the Policyholder or the Insured, of the medical certificate, 'feuilles de maladie, hospital bills and doctor's bills, statements from Social Security or equivalent health expenses system and any other supplementary organisation which reimburses healthcare costs or the equivalent, and also reimbursement statements where the Insured was the beneficiary.

## PART V – SPECIFIC PROVISIONS

### **BENEFITS PAID TO THE INSURED OR THE BENEFICIARIES**

If the Insured or the Beneficiary (in the event of Death or Disappearance) is domiciled in a territory where the Insurer is not authorised to operate and/or to pay a benefit, and in the absence of an insurance policy taken out locally to cover the Insured, the Insurer shall pay the Policyholder the indemnity due under the cover(s) taken out against a prior discharge receipt, and it shall be for the Policyholder to pass on this payment to the Insured.

## PART VI – MISCELLANEOUS PROVISIONS

### **SECTION 1 – EXPERT ASSESSMENT IN THE EVENT OF DISAGREEMENT**

If there is a dispute of a medical nature, each party shall appoint its doctor in order to organise a joint expert assessment.

Should these doctors fail to reach an agreement, they shall appoint a third doctor in order to make a final decision. The latter shall act as an arbitrator.

Should one of the parties fail to appoint its doctor or should the doctors representing the parties fail to agree on the choice of the third doctor, the appointment shall be made by the President of the High Court in the area where the Insured is domiciled.

Each party shall retain for its account the fees and expenses for the participation of the doctor whom it appointed; those for the participation of the third doctor shall be shared equally between them.

Where the consequences of the Loss are aggravated by the existence of an illness, a physiological condition, or by the Insured's neglect or his/her refusal to undergo the medical treatment necessitated by his/her condition, the benefit shall be fixed according to the consequences that the said loss would have had on a person of normal health, not having any disability and having undergone appropriate medical treatment.

## **SECTION 2 – TIME-BAR**

Any actions deriving from an insurance policy shall be time- barred two (2) years after the event giving rise to them under the conditions laid down in articles L.114-1 and L.114-2 of the Insurance Code.

Article L 114-1 of the Insurance Code specifies that: "Any actions deriving from an insurance policy shall be time-barred two years after the event giving rise to them.

However, this period shall only commence:

1. in the event of non-disclosure, omission, misrepresentation or inaccuracy concerning the risk taken, from the date on which the Insurer becomes aware of same;
2. in the event of loss, from the date on which the interested parties become aware of same, if they can prove that they did not know about it until then.

If the reason for the Insured's action against the Insurer is third party recourse, the time-bar period shall only commence from the date on which the third party brought legal action against the Insured or was indemnified by the latter. [...]"

Article L 114-2 of the Insurance Code specifies that: "The time- bar shall be interrupted for any of the ordinary reasons for interruption of the time-bar and by the appointment of experts following a loss. The time-bar on the action may moreover be interrupted as a result of the dispatch of a registered letter with advice of delivery sent by the Insurer to the Insured with regard to an action for payment of the premium and by the Insured to the Insurer with regard to settlement of the indemnity."

The ordinary reasons for interruption of the time-bar, as mentioned in articles 2240 et seq of the Civil Code are:  
- acknowledgement by the debtor of the entitlement of the party against whom it enforced the time-bar;

- the issue of legal proceedings, even an urgent application for an interim order. The same applies where the proceedings are brought before an incompetent court or where the commencement of proceedings is declared void as a result of a procedural irregularity;
- the taking of a precautionary measure in pursuance of the Code of Civil Enforcement Procedures or an enforcement action.

## **SECTION 3 – SUBROGATION**

Up to the amount of the indemnities paid and the cost incurred under the covers giving rise to benefits in kind, the Insurer shall be subrogated, in accordance with the terms of Article L 121.12 of the Insurance Code, to the rights and remedies of the Policyholder and the Insureds vis-à-vis any party responsible for the Loss. Similarly, where all or part of the benefits granted in pursuance of the Policy covers are covered wholly or partly by an insurance policy, a sickness insurance organisation, Social Security or any other institution, the Insurer shall be subrogated to the rights and remedies of the Insured vis-à-vis the above-mentioned organisations and policies.

## **SECTION 4 – CLAIMS – AXA Corporate Solutions Customer Service**

In the event of a claim under the Policy, the Insured can write to:

AXA Corporate Solutions Assurance  
Secrétariat Général - Service Réclamation Client  
4, rue Jules Lefebvre  
75009 Paris

## **SECTION 5 –APPLICABLE LAW**

The Policy is governed by the provisions of the Insurance Code.

## **PART VII – DATA PROTECTION LAW – THE INSURED'S ENTITLEMENT TO ACCESS, RECTIFY AND OBJECT**

In pursuance of Law No. 78-17 of 6 January 1978, amended, relating to computing, files and liberties, it is pointed out that the collection of personal data is obligatory in order to conclude the present Policy and, in this connection, the data shall be processed under the responsibility of the Insurer, and this is accepted by the persons who are the subject of such data.

These data can be used for the purposes of managing the covers taken out in pursuance of the present Policy by the Insurer, its service providers and partners. Provided that the Insured has no prior objection, these data can also be used for the commercial actions of the Insurer, its service providers and partners.

The Insured expressly agrees to his/her data being used and transmitted by the Insurer to its service providers and partners for the purposes of managing the services taken out and also in order to update the data collected. These data can also be communicated to third parties to comply with legal and regulatory obligations.

The Insured benefits from the right to have his/her data communicated to it by AXA Corporate Solutions, 4 Rue Jules Lefebvre 75009 Paris, France and, if appropriate, to require that they be rectified, or to object to their being used in particular for the purposes of market research.



**redefining** / standards

4, Rue Jules Lefebvre - 75426 Paris Cedex 09, France  
Société Anonyme de droit français, régie par le code des  
Assurances au capital de 190 069 080 €  
399 227 354 RCS Paris TVA intracommunautaire  
n°FR 85 399 227 354  
Opérations d'assurance et de réassurance exonérées de TVA  
– art 261-C cgi

**PART VIII – TABLE OF LIMITS & COVERAGE**

"AXA Corporate Solutions Cover  
Under Policy No. XFR0078448GP, known as "PAI"

Notwithstanding the General Conditions,  
only the following sections of cover are applicable to the policy:

	<b>NATURE OF COVER</b>	<b>LIMIT</b>
<b>A</b>	Accidental Death Benefit : Limited to funeral expenses for Children under 18 years of age :	50,000 euros Up to the amount of 10,000 euros
<b>B</b>	Permanent Total or Partial Accidental Disablement Benefit	50,000 euros
<b>C</b>	Medical expenses in the event of an Accident	Up to the amount of 2,500 euros