

*Pan  
European  
Accident  
Insurance  
Schedule*

avis budget group



*France - July 2017*

*Policy 9.100.004*

## CHAPTER ONE: MAIN PAI/SPAIPOLICY

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### INFORMATION ABOUT THE MAIN POLICY

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Policy number	9.100.004
Appendix 1	Permanent Disability Scale
Appendix 2	Information about this Policy, provided to AVIS clients by AVIS, before any application for this Policy.

**In the event of a contradiction between the wording of this Policy and the wording on the Information Sheet appearing in Appendix 2, the wording on the Information Sheet shall take precedence.**

Cover	<p>Section 1: PERSONAL ACCIDENT</p> <p>Section 2: EMERGENCY MEDICAL EXPENSES</p> <p>Section 3: BAGGAGE AND PERSONAL EFFECTS</p> <p>Section 4: MEDICAL ASSISTANCE AND EMERGENCY EXPENSES (not covered)</p> <p>Section 5: ADDITIONAL EXPENSES</p>
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Insurer

**AIG Europe SA**

A company governed by the law of England with share capital of £198,117,478, with its registered office located at The AIG Building, 58, Fenchurch Street, London, EC3M 4AB, United Kingdom, registered on the Companies Register of England and Wales under number 01486260.

French branch: Tour CB21 - 16 place de l'Iris - 92400 Courbevoie, postal address: Tour CB21 - 16 de l'Iris - 92040 Paris La Défense, Nanterre RCS (Registre du commerce et des sociétés [Trade and Companies Register]) 752 862 540.

AIG Europe SA is approved and supervised by the "Financial Conduct Authority" (FCA registration number 202628), 25, The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom and the "Prudential Regulation Authority", 20, Moorgate London, EC2R 6DA, United Kingdom, (PRA registration number 202628).

The sale of insurance policies in France by the French branch is subject to the applicable French regulations, under the supervision of the French Prudential Supervision and Resolution Authority (PSRA), 61 rue Taitbout, 75436 Paris Cedex 09.

And specific insurance companies members of American International Group Inc.

(hereinafter referred to as "the Company")

AIG Europe SA - insurance company with share capital of EUR 47,176,225, registered in Luxembourg (Register of Trade and Commerce No. B 218806) having its head office at 35D Avenue John F. Kennedy, L-1855, Luxembourg,

Branch for France: Tour CB21 - 16 Place de l'Iris, 92400 Courbevoie - Nanterre RTC 838 136 463 - Postal address: Tour CB21 - 16 Place de l'Iris, 92040 Paris La Défense Cedex. Telephone: +33 1.49.02.42.22 - Fax: +33 1.49.02.44.04.

Any personal data transferred to us will be subject to automated processing for the purpose of managing our business.

The persons concerned may exercise their right of access, rectification, limitation, objection, deletion or portability by contacting us at the postal address below. Our Personal Data Protection Policy is available on our website at the following address: <http://www.aigassurance.fr/protection-des-donnees-personnelles>

Policyholders

**AVIS Location de Voitures S.A.**

Immeuble Linéa - 1 rue du Générale Leclerc  
92800 Paris

**Milton Location de Voitures SAS**

Immeuble Linéa - 1 rue du Générale Leclerc  
92800 Paris

**Auto-Hall S.A.**

Le Beau Rivage - 9 Avenue d'Ostende  
Monte Carlo - 98000 Monaco

Period of insurance: This policy will be effective from 1 July 2017 at midnight for a period of 12 months, after which it will be renewed for further periods of 12 months on each occasion, unless stipulated to the contrary, as stated in accordance with the provisions of the main policy.

Activity

Car rental

Intermediary

**SCA SAS**

99, avenue Charles de Gaulle  
F-92202 Neuilly sur Seine  
France

Definitions

Within the context of this policy, the terms defined below shall have the following meaning:

- 1 AvisBudget: the subsidiary of AvisBudget EMEA Limited (and, when agreed by the Insurer, its franchisees and licensees) in the country where the AvisBudget Rental Contract is taken out by the Insured.
- 2 Vehicle: the AvisBudget motor vehicle described in the AvisBudget Rental Contract.
- 3 Insured: any occupant of the Vehicle (Vehicle driver and passenger) if, and only if, the Insured Driver has specifically purchased PAI or SPAI cover, in accordance with the terms of the policy. The relevant PAI or SPAI box must be ticked in the AvisBudget Contract. For business customers, the contract signed with AvisBudget must clearly state the PAI or SPAI purchase.
- 4 Insured Driver: any person insured as driver of the vehicle, as long as that person is named on the Rental Contract.
- 5 Personal Policy Period: the rental period as stated on the AvisBudget Rental Contract and any additional rental period agreed by AvisBudget.
- 6 Baggage and Personal effects: the travel bags, suitcases and hand luggage including their contents when these clothes, personal effects and articles are taken by the Insured on a trip or acquired during this trip. The following is not considered as Baggage: any form of documents, Money, jewellery, articles in gold, silver or other precious metals and furs, animals, merchandise, promotional and/or test articles, scientific equipment, research material, construction equipment, furniture, motor vehicles, trailers, caravans, motor-homes, boats and aircraft, products, goods, samples or

- tools being transported within the context of a business activity, except when the article is personally owned by the Insured.
- 7 Money: cash, notes, certificates, stamps, postal cheques, payment orders, travel documents, travellers' cheques, fuel vouchers and credit cards.
- 8 Van or Rental Van: the vehicle rented by the Insured under the Rental Contract referred to as "Van Rental Contract".
- 9 Assistance Centre: the service provider appointed by the Company to deliver the assistance services.
- 10 Doctor: a medical doctor and/or a member of a medical association, legally qualified to practise medicine in a country where the insured risk takes place, excluding the Insured himself or a member of the Insured's Family.
- 11 Abroad: any country excluding:
- the Insured's country of domicile;
  - the Insured's usual country of residence;
  - the country in which the Insured mainly conducts his profession
- 12 Family: spouse, father, mother, sister, brother, child, grandchild or grandparent of the Insured.
- 13 Keys: the Door Key(s) for the Insured's main residence.
- 14 Country of Residence: the country where the person is initially registered and/or this person has his main residence.

Cover limit	As stated in the attached Schedule of Benefits.
Premium	As stated in the attached Schedule of Benefits.

## **GENERAL EXCLUSIONS**

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The following General Exclusions are applicable for all sections of this policy.

The Company accepts no liability:

- for any consequences of war, invasion or hostilities by a foreign enemy (whether or not a state of war has been declared), civil war, rebellion, revolution, military uprising or usurpation of power.
- for any consequences of radioactive contamination, nuclear explosion or sonic boom.
- if the Insured notifies Avis of a claim 12 months or more after the date of the event giving rise to the claim.
- if the Insured appears on an official government or police database of known suspects or terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.

If the number of occupants and/or the weight of the baggage or goods being transported exceed the maximum capacity stipulated by the vehicle manufacturer, the total benefit amount to be paid by the Company to each Insured Person will be reduced proportionately.

The Insurer is not bound to provide cover or make a payment if proceeding in this way is in breach of any law or any restriction concerning economic sanctions exposing the Insurer, its parent company or its ultimate parent.

## **GENERAL CONDITIONS**

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The following General Conditions are applicable for all sections of the Policy.

### **1 CONDITIONS OF INSURABILITY / INTERNATIONAL SANCTIONS**

Pursuant to Article 6 of the French Civil Code, it is recalled that no cover under the Policy shall apply if it is in respect of a risk where it would be contrary to public policy for it to be insured, or when a ban on providing a policy or an insurance service is imposed on the Company as a result of a sanction, a restriction, a ban or an embargo prescribed by the laws or regulations of any State or by a decision by the United Nations or the European Union.

### **2 SANCTIONS IN THE EVENT OF A FALSE DECLARATION**

Pursuant to the provisions of the French Insurance Code, any concealment or intentional false declaration by the Insured in respect of the details establishing the risk is sanctioned by invalidity of the policy.

### **3 PAYMENT OF THE PREMIUM**

The amount of the insurance premium is stated on the Rental Contract and must be paid when this contract is agreed.

The Company accepts no liability if this premium has not actually been paid to AvisBudget in accordance with the provisions of the Rental Contract.

#### **4 WHAT TO DO IN THE EVENT OF AN INCIDENT?**

All reasonable precautions must be taken by the Insured to avoid an incident or damage.

When any circumstance occurs which may result in a claim under the Policy, the Insured (or his legal representative) must:

- (a) under penalty of forfeiture, report any incident by post or by email which could result in the implementation of the cover within five (5) working days from the time he becomes aware of such, to the following address:

By post: **AIG Europe SA**  
**Personal Claims Department**  
**Tour CB21 - 16 Place de l'Iris**  
**92040 La Défense Cedex**

By email: **Declarations.PA@aig.com**

- (b) provide the Company with all the documents required for his file to be created.

#### **Documents to be provided for all cover:**

- The Policy number 9.100.004
- A copy of the Rental Contract
- A sworn statement by the Insured (or his legal representative) detailing the circumstances in which the incident occurred.
- In the event of a traffic accident, specify whether the Insured was the Insured Driver or a passenger in the Rental Vehicle.
- The Bank Details Form of the Insured or beneficiaries.

Furthermore, depending on the cover, the Company will also need the following:

#### **For “Permanent Disability” cover (Section 1):**

- The initial medical certificate describing the nature of the injuries, giving a precise diagnosis and specifying the date of the Accident or the generating event.
- A medically stationary certificate permitting the Company to instruct the medical expertise which will set the disability rate.

#### **For “Death” cover (Section 1):**

- The death certificate
- The medical certificate certifying the cause of death.
- The legal documents establishing the capacity of the beneficiary/ies (inheritance document) and the name and address of the notary dealing with the estate.

#### **For “Emergency Medical Expenses” cover (Section 2):**

- The initial medical certificate describing the nature of the injuries, giving a precise diagnosis and specifying the date of the Accident
- Original or copy receipts of expenses (invoices, medical insurance cards, doctor's fees, Social Security statements and hospital invoices permitting the actual amount of disbursements by the Insured to be established).
- The receipts and refund vouchers issued by the organisations to which the Insured is affiliated (social security, mutual and any other organisation) or the certificate of refusal to take responsibility in the absence of responsibility admitted by any of these organisations.

**If additional medical documents or any other supporting documentation should turn out to be necessary to assess the merit of the claim for benefits or for the settlement of a claim, the Insured shall be notified personally by the Company.**

**For the “Baggage and Personal Effects” cover (Section 3):**

- The detailed circumstances of the theft, loss or damage to the Baggage and Personal Effects, as well as the list and contents of the stolen, lost or damaged articles,
- The report from the competent authorities in the event of a theft,
- The date and place of purchase of the contents of the Baggage and Personal Effects, as well as the original invoice for the articles for which compensation is being claimed.

**In the event of a theft, the Insured must report the theft to the competent local authority within forty eight (48) hours of the theft, except in the event of Force Majeure. The report must contain the list of articles stolen and only these will be taken into account for the compensation.**

**In the case of damaged articles, the Insured may be requested at any time to provide evidence of the damage, either by sending the damaged article to the Company, or by providing evidence of the invoice for the repair of the damaged article.**

**For the “Additional Expenses” cover (Section 5):**

- The invoices for the additional unplanned transport and accommodation expenses.

**SETTLEMENT OF THE CLAIM**

**Any compensation for a claim shall only take place after the issue of a complete file, together with the documents requested by the Company.** The Company shall pay the amount of benefit granted within fifteen (15) days of this amount being established.

In the event of death under Section 1 of the Policy, the payment will be paid to the beneficiary/ies of the Insured. This payment shall discharge the Company’s liability.

In all other cases, any payment under the Policy will be paid to the Insured in his own name. This payment shall discharge the Company’s liability.

**With the exception of incidents covered under Section 1, for any incident covered under another insurance policy, the Company will only be liable for the portion potentially exceeding the amount which might have been paid under this other insurance, without taking this policy into account.**

**INFORMAL ADVERSARIAL EXPERT REPORT**

The damages are assessed by negotiation or, failing this, by an informal expert report, without prejudice to the respective rights of the parties. Each party will choose an expert. If the experts thus appointed do not agree, they appoint a third expert. The three experts proceed by mutual agreement and the majority of the votes. If either party should fail to appoint an expert, or the two experts fail to agree on the choice of the third, the appointment is made by the commercial court in the jurisdiction of which the incident took place. This appointment takes place on the request of the most diligent party submitted not earlier than fifteen (15) days after a registered formal demand letter has been sent to the other party. Each party shall pay the costs and fees of its expert and, where appropriate, half of the fees of the third party expert and the costs of his appointment.

**SUBROGATION OR RECOURSE AGAINST THOSE RESPONSIBLE FOR THE INCIDENT**

When a benefit has been paid, the Company is substituted in the rights and actions of the Insured up to the limit of this benefit against anyone responsible for the loss.

## **5 EXAMINATION OF CLAIMS / MEDIATION**

In the event of dissatisfaction in respect of the conclusion or performance of the Policy, the Insured may send a letter to:

**AIG Europe SA  
A&H Customer Department  
Tour CB21 - 16 Place de l'Iris  
92040 Paris La Défense Cedex**

The request must state the policy number and specify the subject thereof.

In accordance with the PSRA recommendation 2016-R-02, the Company undertakes to provide a definitive response to the claim by the Insured within two (2) months from receipt of the claim, unless there are specific circumstances, about which the Insured will be informed.

If the disagreement persists after the response provided by the Company, the Insured may, without prejudice to other legal remedies, refer to the Insurance Mediation at the following address:

By post: **Insurance Mediation  
TSA 50110  
75441 Paris Cedex 09**

Or online: **[www.mediation-assurance.org](http://www.mediation-assurance.org)**  
By email: **[le.mediateur@mediation-assurance.org](mailto:le.mediateur@mediation-assurance.org)**

## **6 LIMITATION**

Pursuant to the provisions provided for by Article L.114-1 of the Insurance Code, any actions resulting from the Policy are limited by two (2) years with effect from the event which gave rise to such.

However, this period shall only commence:

- in the event of concealment, omission or false or inaccurate declaration, from the day when the Company became aware of such;
- in the event of a loss, from the day when the persons concerned became aware of such, if they prove that they were unaware of it until then.

When the action by the Insured against the Company is due to recourse by a third party, the limitation period only runs from the day when this third party initiated legal action against the Insured or was compensated by the latter.

In the event of the accidental death of the Insured, limitation is extended to ten (10) years when the beneficiaries are the successors of the deceased Insured.

Limitation may be suspended:

- by any of the usual causes of suspension of limitation, i.e.:
  - any legal claim, including an emergency claim, any order, seizure or conservatory or enforcement measure served on the party that one wishes to prevent from exceeding the given time period, pursuant to Articles 2241 to 2244 of the Civil Code;
  - any unequivocal acknowledgement by the Company of the entitlement of the Insured, or any acknowledgement of debt by the Insured in respect of the Company, pursuant to Article 2240 of the Civil Code;
  - any legal claim or enforcement measure against a joint and several debtor, any acknowledgement by the Company of the entitlement of the Insured, or any acknowledgement of debt by any of the joint and several debtors shall suspend limitation with regard to all joint debtors and their heirs, pursuant to Article 2245 of the Civil Code;
- as well as in the following cases provided for by Article L114-2 of the Insurance Code:
  - any appointment of experts following a loss;
  - the sending of a registered letter by:
    - the Company to the policyholder for non-payment of the insurance premium;
    - the Insured to the Company for settlement of the benefit.





As an exemption to Article 2254 of the Civil Code and pursuant to Article L.114-3 of the Insurance Code, the Parties to the Policy can neither, even by mutual agreement, modify the limitation period nor add to the reasons for suspension or interruption of it.

#### **7 PROTECTION OF PERSONAL DATA LAW 78-17 OF 6 JANUARY 1978 AS AMENDED)**

The personal data collected by the Company is collected to enable the subscription and management of policies and claims by the Company's services. This data may be communicated to the Company's agents, its partners, service providers and sub-contractors for these same purposes and may be transferred outside the European Union. In order to ensure adequate security and protection of the personal data, these transfers have been authorised in advance by the CNIL (Commission Nationale Informatique & Libertés [French Data Protection Authority]) and are protected by guarantees, specifically by the standard contractual clauses established by the European Commission.

Pursuant to the Data Protection Act No. 78-17 of 6 January 1978, the rights of access, rectification and objection on legitimate grounds by the persons concerned may be exercised by contacting the Company at the following address: AIG Europe SA - Customer Service Department - Tour CB21-16 Place de l'Iris - 92040 Paris La Défense Cedex, enclosing their file reference and a copy of their identity document. They may also object, by means of a letter sent as stated above, to their personal data being used for marketing purposes. The Company's personal data protection policy can be accessed through its website at the following address: <https://www.aigassurance.fr/protection-des-donnees-personnelles>.

#### **8 APPLICABLE LAW AND JURISDICTION**

The Policy and the pre-contractual relations are governed by French law. The contracting parties declare they submit to the jurisdiction of the French courts and waive the right to any procedure in any other country.

## **SECTION 1 - PERSONAL ACCIDENT**

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The Company will pay the appropriate benefit described in the Schedule of Benefits if, during the Personal Policy Period, the Insured suffers a bodily injury caused accidentally due to a sudden action from an external cause resulting directly and independently from any other cause in his death or disability.

- Inasmuch as
- (a) such bodily injury occurs when the Insured is travelling in the Vehicle, or is getting into or out of it,
  - (b) for each Insured Person, the benefit may not be due in respect of more than just one of clauses (A) to (C) (as in Section 1 of the Schedule of Benefits) for a single bodily injury,
  - (c) the benefit due in respect of Clause (C) (as in Section 1 of the Schedule of Benefits) shall not be paid before expiry of a period of 100 weeks from the date of the disability,
  - (d) the total benefit payable for all Clauses (as in Section 1 of the Schedule of Benefits) in this Section for each Insured Person shall not exceed the Maximum Benefit stated in the Schedule of Benefits.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION 1**

The Company accepts no liability for:

- 1 the death or bodily injury of an Insured Driver
  - (a) anything due to, arising from or attributable to the Insured Driver of a Rented Vehicle breaching the terms of the local Rental Contract, inasmuch as such breach increases the Company's exposure, or
  - (b) anything suffered when driving the Vehicle with a blood alcohol or drug level in excess of that legally permitted in the country where the death or bodily injury took place,
- 2 the death or bodily injury of an Insured due to or resulting from:
  - (i) an illegal act committed by this person voluntarily exposing himself to danger, except in the case of an attempt to save a human life
  - (ii) the illegal consumption of drugs, unless such drug(s) have been prescribed to the Insured by a legally authorised medical authority and taken in accordance with the recommendations of this medical authority
  - (iii) participation in a race or competition or speed, reliability or endurance tests and trials,
  - (iv) suicide, attempted suicide or self-harming,
- 3 death or bodily injury following any pre-existing disease, disability, physical defect or condition at the time the Personal Policy Period began.

## **SECTION 2 - EMERGENCY MEDICAL EXPENSES**

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On the basis of receipts, the Company will reimburse surgical fees, hospitalisation expenses and costs of outpatient care necessarily incurred resulting directly from a bodily injury suffered by the Insured during the Personal Policy Period caused accidentally due to a sudden action from an external cause when travelling in the Vehicle or getting in or out of it, up to the limit of the amount specified in the Schedule of Benefits.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION 2**

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The Company accepts no liability for:

- 1 the death or bodily injury of an Insured Driver
  - (a) anything due to, arising from or attributable to the Insured Driver of a Rented Vehicle breaching the terms of the local Rental Contract, inasmuch as such breach increases the Company's exposure, or
  - (b) anything suffered when driving the Vehicle with a blood alcohol or drug level in excess of that legally permitted in the country where the death or bodily injury took place,
- 2 the death or bodily injury of an Insured due to or resulting from:
  - (i) an illegal act committed by this person voluntarily exposing himself to danger, except in the case of an attempt to save a human life
  - (ii) the illegal consumption of drugs, unless such drug(s) have been prescribed to the Insured by a legally authorised medical authority and taken in accordance with the recommendations of this medical authority
  - (iii) participation in a race or competition or speed, reliability or endurance tests and trials,
  - (iv) suicide, attempted suicide or self-harming,
- 3 death or bodily injury following any pre-existing disease, disability, physical defect or condition at the time the Personal Policy Period began.
- 4 any claim by an Insured not exceeding the amount stated in the Schedule of Benefits, in the Excess section.

## **SECTION 3 - BAGGAGE AND PERSONAL EFFECTS**

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The Company will cover the Insured, up to the limit of the amount stated in the Schedule of Benefits, against loss, theft or damage suffered by his Baggage and Personal Effects when they are inside or on the Vehicle during the Personal Policy Period.

Inasmuch as:

- (a) such loss or damage is caused by an accidental and unforeseeable event affecting the Vehicle such as, but not limited to: fire, theft, flood, collision, reversal or explosion
- (b) when a Vehicle is no longer occupied, all its access points are closed and locked, all other protective devices operational and all keys removed from the Vehicle,
- (c) the stolen Baggage and Personal Effects were in the boot, in the luggage compartment or in the glove-box (unless the Vehicle was not equipped with a boot or luggage compartment).

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION 3**

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The Company accepts no liability for:

- 1
  - (a) any damage or loss linked to the breach, by the lessee of the vehicle or the Insured, of the terms and conditions of the Avis Rental Contract inasmuch as this breach increases the Company's exposure.
  - (b) the loss of contact lenses,
  - (c) any chipping, abrasion, scratching or breakage of glass, porcelain or any other fragile article,
  - (d) any damage caused by a cigarette burn or similar,
  - (e) any damage or losses resulting from nationalisation or confiscation by an authority,
- 2 Any claim by an Insured Person not exceeding the amount stated in the Schedule of Benefits, in the Excess section.

### **SPECIAL CONDITIONS FOR THE RENTAL OF VANS**

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The Company will cover the Insured, up to the limit of the amount stated in the Schedule of Benefits, against loss, theft or damage suffered by the Insured to his Baggage and Personal Effects which are not otherwise excluded from the AvisBudget Rental Contract when they are inside or on the Van during the Personal Policy Period.

Inasmuch as:

- (a) such loss or damage is caused by an accidental and unforeseeable event affecting the Van such as, but not limited to: fire, theft, flood, collision, reversal or explosion,
- (b) when a Van is no longer occupied, all its access points are closed and locked, all other protective devices operational and all keys removed from the Vehicle,
- (c) losses of articles inside or on the Van are only insured if proof of the break-in is provided

### **SPECIAL EXCLUSIONS FOR THE RENTAL OF VANS**

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The Company accepts no liability for:

- 1 (a) any damage or loss linked to the breach, by the lessee of the vehicle or the Insured, of the terms and conditions of the AvisBudget Rental Contract inasmuch as this breach increases the Company's exposure.
- (b) the loss of contact lenses,
- (c) any chipping, abrasion, scratching or breakage of glass, porcelain or any other fragile article,
- (d) any damage caused by a cigarette burn or similar,
- (e) any damage or losses resulting from nationalisation or confiscation by an authority,
- (f) all damage or losses concerning alcoholic drinks and tobacco products
- (g) damage or losses occurring during loading or unloading of the Van
- 2 any claim by an Insured Person not exceeding the amount stated in the Schedule of Benefits, in the Excess section.
- 3 all damage or losses occurring during use of the Van for the carriage of persons for reward.



## **SECTION 4 - MEDICAL ASSISTANCE & EMERGENCY EXPENSES**

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**NOT COVERED**

## **SECTION 5 - ADDITIONAL EXPENSES**

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The Company will reimburse the Insured for the following Additional Expenses, as defined below and up to the limit of the amount specified in the Schedule of Benefits.

### **(A) ADDITIONAL TRAVEL EXPENSES**

The Company will cover, up to the limit of the amount specified in the Schedule of Benefits, the Additional Travel Expenses incurred by the Insured directly resulting from:

- (i) a Personal Accident legitimately covered under Section 1 of this Policy,
- (ii) and/or the loss or theft of baggage or damage to the Baggage and Personal Effects belonging to the Insured legitimately covered under Section 3 of this Policy.

Conditions:

The phrase Additional Travel Expenses shall mean:

When travel booked for a date within the Personal Policy Period, or no later than forty eight (48) hours after expiry of this period, has to be changed, the Additional Travel Expenses are the additional travel and accommodation costs which cannot be recovered in any other way and which are necessarily incurred to enable the Insured to continue his trip as planned or to return to his country of residence.

### **(B) COSTS OF REPLACEMENT OF KEYS AND LOCKS**

The Company will cover the cost of replacing Keys following a theft of Keys legitimately covered under Section 3 of this Policy. When the Keys were stolen with papers or documents identifying the address of the Insured, we will also cover the costs of replacing the door locks of the Insured's main residence. The benefit paid for locks must be included in and not added to, the cover limit specified in the Schedule of Benefits, which is the maximum benefit that the Company will pay to each Insured for claims relating to this Section of the Policy.

Conditions:

- 1 - In accordance with point 3 of the General Conditions, the Insured must immediately report the theft to the local police authorities.
- 2 - When any circumstance occurs which may result in a claim under this clause, the Insured must provide the Company, free of charge, with any certificate, information, document and proof reasonably required by the Company, including the following:
  - proof of domiciliation of the Insured (identity card or official document),
  - original invoice of expenses paid, clearly identifying the address at which the change of locks took place (if required),
  - copy of the report to the police.

## SCHEDULE OF BENEFITS FOR AVIS FRANCE (INCLUDING MONACO)

<b>Local policyholder AvisBudget Europe</b>	AVIS Location de Voitures S.A. Immeuble Linéa, 1 rue du Général Leclerc, Paris, 92800  Milton Location de Voitures SAS Immeuble Linéa, 1 rue du Général Leclerc, Paris, 92800  Auto-Hall S.A. 9 Avenue d'Ostende Monte Carlo	
<b>PREMIUM</b>	As stated in the AvisBudget Rental Contract	
	<b>PAI</b>	<b>SPAI</b>
<b>SECTION 1 - PERSONAL ACCIDENT</b>	Limit per Insured Person	
Bodily injury as defined in this Policy occurring within 12 months of this damage and causing:		
(A) death	€20,000	€180,000
(B) permanent disability in accordance with the Schedule Appendix 1. Maximum for 100% permanent disability	€20,000	€180,000
(C) total and permanent disability preventing the Insured from pursuing any occupation.	€20,000	€180,000
Maximum Benefit per Insured Person for all clauses A, B and C.	€20,000	€180,000
<b>SECTION 2 - EMERGENCY MEDICAL EXPENSES</b>	Limit per Insured Person	
Cover limit	€1,000	€9,000
Deductible: claims of less than the following amount are not covered:	€70	€70
<b>SECTION 3 - BAGGAGE AND PERSONAL EFFECTS</b>	Limit per Vehicle	
Cover limit	€2,000	€6,000
Individual article limit:	€250	€350
Deductible: claims of less than the following amount are not covered:	€150	€70
<b>SECTION 4 - MEDICAL ASSISTANCE &amp; EMERGENCY EXPENSES</b>	<b>NOT COVERED</b>	
<b>SECTION 5 - ADDITIONAL EXPENSES</b>	Limit per Insured Person	
Cover Limit per cover article		
(A) Additional Travel Expenses	Not covered	€500
(B) Cost of replacement Keys	Not covered	€500



## APPENDIX 1: PERMANENT DISABILITY SCALE

### PERMANENT DISABILITY

In the event of Permanent Disability resulting from an insured accident during the Policy Period, the Company will pay the capital calculated on the basis of the amount set out in the Special Conditions, multiplied by the level of disability set out in the table below, without however exceeding a level of disability of 100%.

In the event of permanent partial loss or permanent partial disability, a proportional amount of the rate provided for in the event of total loss or total disability will be paid pro rata to the severity of such loss or disability.

The level of Permanent Disability is assessed as soon as it is reasonably thought that the Insured's condition is unlikely to improve or deteriorate, and not more than two years following the date of the Accident.

In the event of the death of the Insured before this rate has been determined, the Company will not be required to pay any benefit in respect of Permanent Disability.

The Disability rate is determined by applying the following disability scale:

<u>Total and permanent loss or total and permanent disability of:</u>	<u>Disability rate:</u>
• at least one limb	100%
• sight	100%
• the sight of an eye with removal	50%
• the sight of an eye without removal	45%
• total paralysis	100%
• irreversible diffuse brain damage	100%
• speech	100%
• hearing in both ears	100%
• hearing in one ear	50%
• sense of touch or smell	10%
• one thumb	30%
• one index finger	20%
• another finger	10%
• one big toe	15%
• another toe	5%
• spleen	5%
• kidney	20%
• a shoulder or an elbow	25%
• a wrist, a hip, a knee or an ankle	20%
• the lower jaw following surgery	30%
• the back or the spinal column below the neck, with no damage to the spinal cord	40%
• the neck or the vertebrae in the neck, with no damage to the spinal cord	30%

In the event of compensation for a claim for the loss or disability of an entire section of the body, the Company will not pay any benefit for another part of this same section of the body.

In the event of disability of several limbs or organs following one of more Accidents, the payment shall never exceed 100% of the insured amount for a Total and Permanent Disability.



When calculating the rate, any pre-existing Permanent Disability prior to the Accident will be deducted from this rate.

In the event of loss or disability of a section of the body or an organ not shown above, the Permanent Disability rate will open entitlement to a maximum benefit of 15%.

## APPENDIX 2: INFORMATION SHEET FOR POLICY No. 9.100.004

### AVIS - INSURANCE OF PERSONS BEING CARRIED AND THEFT OF PERSONAL EFFECTS INFORMATION SHEET FOR POLICY No. 9.100.004

AvisBudget invites its customers to take out the Group Insurance Policy No. 9.100.004 (hereinafter referred to as the "Policy"):

- taken out with **AIG Europe SA** (hereinafter referred to as the "Company"), a company governed by the law of England with share capital of £198,117,478, with its registered office located at The AIG Building, 58, Fenchurch Street, London, EC3M 4AB, United Kingdom, registered on the Companies Register of England and Wales under number 01486260.  
French branch: Tour CB21 - 16 place de l'Iris - 92400 Courbevoie, postal address: Tour CB21 - 16 de l'Iris - 92040 Paris La Défense, Nanterre Trade and Companies Register 752 862 540.  
AIG Europe SA is approved and supervised by the "Financial Conduct Authority" (FCA registration number 202628), 25, The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom and the "Prudential Regulation Authority", 20, Moorgate London, EC2R 6DA, United Kingdom, (PRA registration number 202628).  
The sale of insurance policies in France by the French branch is subject to the applicable French regulations, under the supervision of the French Prudential Supervision and Resolution Authority (PSRA), 61 rue Taitbout, 75436 Paris Cedex 09.
- by:
  - AVIS Location de Voitures S.A.**, Immeuble Linéa, 1 rue du Générale Leclerc, 92800 Paris
  - Milton Location de Voitures SAS**, Immeuble Linéa, 1 rue du Générale Leclerc, 92800 Paris
  - Auto-Hall S.A.**, Le Beau Rivage, 9 Avenue d'Ostende, Monte Carlo, 98000 Monaco

In order to benefit from the cover below:

#### SCHEDULE OF BENEFITS:

The PAI or SPAI option selected by the Policyholder is shown in the Rental Contract.

	PAI	SPAI
<b>SECTION 1 - PERSONAL ACCIDENT</b>		
(A) Death	€20,000 per <u>Insured Driver</u>	€180,000 per <u>Insured Person</u>
(B) Permanent Disability (max. 100%)	€20,000 per <u>Insured Driver</u>	€180,000 per <u>Insured Person</u>
(C) Total and permanent disability preventing the <u>Insured</u> from pursuing any occupation	€20,000 per <u>Insured Driver</u>	€180,000 per <u>Insured Person</u>
Maximum Benefit per Insured Person for all clauses (A), (B) and (C).	€20,000 per <u>Insured Driver</u> for all benefits under Section 1	€180,000 per <u>Insured Person</u> for all benefits under Section 1
<b>SECTION 2 - EMERGENCY MEDICAL EXPENSES</b>		
Emergency Medical Expenses (surgical fees, hospitalisation expenses and costs of outpatient care)	€1,000 per <u>Insured Person</u> Excess of €70 per claim	€9,000 per <u>Insured Person</u> Excess of €70 per claim
<b>SECTION 3 - DAMAGE, THEFT AND LOSS OF BAGGAGE AND PERSONAL EFFECTS</b>		
<u>Baggage and Personal Effects</u>	€2,000 per <u>Rental Vehicle</u>	€6,000 per <u>Rental Vehicle</u>
Individual article or pair of articles limit	€250 per article or pair of articles	€350 per article or pair of articles
Excess per claim	€150 per <u>Rental Vehicle</u>	€70 per <u>Rental Vehicle</u>
<b>SECTION 4 - MEDICAL ASSISTANCE &amp; EMERGENCY EXPENSES</b>		
<b>Not covered</b>		
<b>SECTION 5 - ADDITIONAL EXPENSES</b>		
(A) Additional Travel Expenses	Not covered	€500 per <u>Insured Person</u>
(B) Costs of replacement of locks	Not covered	€500 per <u>Insured Person</u>

#### PERIOD OF INSURANCE:

Cover will take effect on the dates shown on the Rental Contract, subject to payment of the premium for the SPAI option, for a maximum of sixty (60) consecutive days. If the duration of the Rental Contract is longer, only the first sixty (60) days will be covered by the insurance.

#### TERRITORIALITY:

Only incidents having taken place in one of the countries authorised by the Rental Contract are covered.

## CHAPTER 1: DEFINITIONS

The terms defined hereinafter, underlined and beginning with a capital letter in the text, shall have the following meaning:

**Money:** Cash, notes, certificates, stamps, postal cheques, payment orders, travel documents, travellers' cheques, fuel vouchers and credit cards.

**Accident:** Any bodily injury, unintentional on the part of the victim, due to a sudden and unforeseeable action from an external cause.

**Policyholder:** The individual or legal entity who takes out the Policy.

**Baggage and Personal Effects:** The travel bags, suitcases and hand luggage including their contents when these clothes, personal effects and articles are taken by the Insured on a trip or acquired during this trip. **The following are excluded from this definition: any form of documents, Money, jewellery, articles in gold, silver or other precious metals and furs, animals, merchandise, promotional and/or test articles, scientific equipment, research material, construction equipment, furniture, motor vehicles, trailers, caravans, motor-homes, boats and aircraft, products, goods, samples or tools being transported within the context of a business activity, except when the article is personally owned by the Insured.**

**Keys:** The Door Key(s) for the Insured's main residence.

**Insured Driver:** Any individual named on the Rental Contract as the main or additional driver.

**Rental Contract:** Contract relating to the hire of a Rental Vehicle entered into by the Policyholder with AvisBudget, in which are stated: the type of Rental Vehicle, the Policyholder, the Insured Driver(s) and any insurance taken out.

**Family:** Spouse, father, mother, sister, brother, child, grandchild or grandparent of the Insured.

**Illness:** Any deterioration in health or any bodily injury recorded by a Doctor, suffered by the Insured during the Policy Period.

**Doctor:** Any medical authority legally qualified to practise medicine in a country where the insured risk occurs, **excluding the Insured himself or a member of his Family.**

**Period of insurance:** Period of rental of the Rental Vehicle as stated on the Rental Contract, and any additional rental period contractually agreed by AvisBudget, subject to a maximum of sixty (60) consecutive days.

**Insured:** In respect of the "Personal Accident" cover, the following are considered as "Insured Persons":

- Only the Insured Driver for the PAI option
- Any occupant of the Rental Vehicle, Insured Driver(s) and/or passengers carried not for reward for the SPAI option.

For all other types of cover, the following are considered as "Insured Persons": any occupant of the Rental Vehicle, Insured Driver and/or passengers carried not for reward, regardless of the option selected.

**Rental Vehicle:** Motor vehicle, either a passenger car or a utility vehicle, the details of which are described in the Rental Contract.

## CHAPTER 2: GENERAL EXCLUSIONS

The following General Exclusions are applicable for all sections of the Policy.

The following are expressly excluded from all types of cover:

1. Any claim when the Insured or his beneficiary appears on an official government or police database of known suspects or terrorists, members of terrorist organisations, drug traffickers or illegal suppliers of nuclear, chemical or biological weapons.
2. The consequences of war, invasion or hostilities by a foreign enemy (whether or not a state of war has been declared), civil war, rebellion, revolution, military uprising or usurpation of power.
3. When the number of occupants and/or the weight of the Baggage and Personal Effects or goods being transported exceeds the maximum capacity stipulated by the vehicle manufacturer, the total benefit amount to be paid by the Company to each Insured Person will be reduced proportionately.
4. If the Insured notifies a claim 12 months or more after the date of the event giving rise to the claim.

Furthermore, the Company will not be bound to provide cover or make a payment if such transaction is in breach of a law or restriction concerning economic sanctions exposing the Company, its parent company or any other umbrella entity in the group.

## CHAPTER 3: COVER

### SECTION 1 - PERSONAL ACCIDENT

The benefit paid by the Company in respect of this cover will be paid in addition to the benefits paid by the Social Security and any other additional health cover which may have been taken out by the Insured.

If, during the Policy Period, the Insured suffers bodily injury following an Accident resulting in total or partial permanent disability or his death, the Company will compensate the Insured or his beneficiary/ies in accordance with the conditions below.

Conditions for implementation of cover:

- (a) Such bodily injury occurs when the Insured is travelling in the Rental Vehicle, or is getting into or out of it,
- (b) For each Insured Person, the benefit may not be due in respect of more than just one of clauses (A) to (C) in the Schedule of Benefits for a single bodily injury,
- (c) The benefit due in respect of Clause (C) in the Schedule of Benefits shall not be paid before expiry of a period of one hundred (100) weeks from the date of the Accident,
- (d) The total benefit payable for all cover under this section per Insured Person shall not exceed the Maximum Benefit stated in the Schedule of Benefits.

**Calculation of the benefit:**

The amount of the benefit paid in respect of the total permanent disability of the Insured is calculated on the basis of the capital stated in the Schedule of Benefits below and the PAI or SPAI option selected by the Policyholder.

This capital is multiplied by the applicable disability rate, in accordance with the disability scale shown below, **without however exceeding 100% of the capital.**

**Any pre-existing Permanent Disability prior to the Accident will be deducted from this rate.**

<u>Total Permanent Disability of:</u>	<u>Disability rate:</u>
• at least one limb	100%
• sight	100%
• the sight of an eye with removal	50%
• the sight of an eye without removal	45%
• total paralysis	100%
• irreversible diffuse brain damage	100%
• speech	100%
• hearing in both ears	100%
• hearing in one ear	50%
• sense of touch or smell	10%
• one thumb	30%
• one index finger	20%
• another finger	10%
• one big toe	15%
• another toe	5%
• spleen	5%
• kidney	20%
• a shoulder or an elbow	25%
• a wrist, a hip, a knee or an ankle	20%
• the lower jaw following surgery	30%
• the back or the spinal column below the neck, with no damage to the spinal cord	40%
• the neck or the vertebrae in the neck, with no damage to the spinal cord	30%

**For any part of the body or organ not shown above, or in the event of partial permanent disability, the disability rate retained shall not exceed a maximum of 15%.**

If, without a legitimate reason, the Insured refuses to submit to an examination by the Company's medical expert and if, after having given forty eight (48) hours' notice to the Insured by registered letter, he persists in his refusal, he will forfeit any entitlement to benefits for the claim in question.

The Insured may not require any benefit before total or partial permanent disability has been acknowledged as permanent. The level of Permanent Disability is assessed as soon as it is reasonably thought that the Insured's condition is stationary from a medical point of view, that it is unlikely to improve or deteriorate, and not more than two (2) years following the date of the Accident.

However, following the first medical examination by the medical expert appointed by the Company on the basis of the scale retained, the latter may pay to the Insured, on request, an advance equal to half the minimum benefit that is likely to be due to him on the day the medically stationary certificate is issued.

If the Insured dies at the time of the Accident, the Company will pay to his beneficiaries the total amount of the capital shown in the Schedule of Benefits above.

**No Accident shall give entitlement, for a single Insured Person to cumulative amounts of capital due in the event of death AND the capital due in the event of total or partial permanent disability.**

**In the case where, after having received a benefit resulting from a total or partial permanent disability following an Accident, the Insured dies within two (2) years from the consequences from the same Accident, the Company will pay to the beneficiary/ies the capital provided for in the event of death, after deducting any benefit already paid in respect of the total or partial permanent disability.**

**SPECIAL EXCLUSIONS APPLICABLE TO SECTION 1**

In addition to the General Exclusions applicable to all types of cover, the following are also excluded from Section 1:

- 1 Any death or bodily injury of the Insured Driver:
  - (a) Due to, arising from or attributable to the Insured Driver breaching the terms of the Rental Contract, inasmuch as such breach increases the Company's exposure, or
  - (b) Suffered when driving the Rental Vehicle with a blood alcohol or drug level in excess of that legally permitted in the country where the death or bodily injury took place,
- 2 Any death or bodily injury of an Insured due to or resulting from:
  - (a) An illegal act committed by this person voluntarily exposing himself to danger, except in the case of an attempt to save a human life
  - (b) The illegal consumption of drugs, unless such drug(s) have been prescribed to the Insured by a Doctor and taken in accordance with the recommendations of this medical authority
  - (c) Participation in a race or competition or speed, reliability or endurance tests and trials,
  - (d) Suicide, attempted suicide or self-harming,
- 3 Any death or bodily injury following any pre-existing Disease, illness, disability, physical defect or condition prior to the start of the cover.

## **SECTION 2 - EMERGENCY MEDICAL EXPENSES**

On the basis of receipts, the Company will reimburse surgical fees, hospitalisation expenses and costs of outpatient care necessarily incurred resulting directly from a bodily injury suffered by the Insured during the Policy Period, following an Accident which occurred when travelling in the Rental Vehicle or getting in or out of it, up to the limit of the amount specified in the Schedule of Benefits above.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION 2**

In addition to the General Exclusions applicable to all types of cover, the following are also excluded from Section 2:

- 1 Any death or bodily injury of the Insured Driver
  - (a) Due to, arising from or attributable to the Insured Driver breaching the terms of the Rental Contract, inasmuch as such breach increases the Company's exposure, or
  - (b) Suffered when driving the Rental Vehicle with a blood alcohol or drug level in excess of that legally permitted in the country where the death or bodily injury took place,
- 2 Any death or bodily injury of an Insured due to or resulting from:
  - (a) From an illegal act committed by this person voluntarily exposing himself to danger, except in the case of an attempt to save a human life
  - (b) The illegal consumption of drugs, unless such drug(s) have been prescribed to the Insured by a Doctor and taken in accordance with the recommendations of this medical authority
  - (c) Participation in a race or competition or speed, reliability or endurance tests and trials,
  - (d) Suicide, attempted suicide or self-harming,
- 3 Any death or bodily injury following any pre-existing Disease, illness, disability, physical defect or condition prior to the start of the cover.

## **SECTION 3 - BAGGAGE AND PERSONAL EFFECTS**

The Company will cover the Insured, up to the limit of the amount shown in the Schedule of Benefits above, against the loss, theft or damage suffered by his Baggage and Personal Effects, which are not otherwise excluded from the Rental Contract when they are inside or in the roof-box of the Rental Vehicle during the Policy Period.

Inasmuch as:

- (a) The loss or damage is caused by an accidental and unforeseeable event affecting the Rental Vehicle such as, but not limited to: fire, theft, flood, collision, reversal or explosion
- (b) If the Rental Vehicle was empty of any occupants at the time of the event, all its access points must have been closed and locked, all other protective devices operational and all keys removed from the Rental Vehicle,
- (c) The stolen Baggage and Personal Effects were in the boot, in the roof-box or in the glove-box (unless the Rental Vehicle was not equipped with these).

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION 3**

In addition to the General Exclusions applicable to all types of cover, the following are also excluded from Section 3:

- (a) Any damage or loss linked to the breach, by the Policyholder or the Insured, of the terms and conditions of the Rental Contract inasmuch as this breach increases the Company's exposure.
- (b) The loss of contact lenses,
- (c) Any chipping, abrasion, scratching or breakage of glass, porcelain or any other fragile article,
- (d) Any damage caused by a cigarette burn or similar,
- (e) Any damage or loss resulting from nationalisation or confiscation by an authority,

### **SPECIAL CONDITIONS FOR UTILITY VEHICLES**

The Company will cover the Insured, up to the limit of the amount shown in the Schedule of Benefits, against the theft, loss or damage suffered by his Baggage and Personal Effects, which are not otherwise excluded from the Rental Contract when they are inside or in chest placed inside the utility vehicle referred to in the Rental Contract, when the event occurs during the Policy Period.

Inasmuch as:

- (a) The loss or damage is caused by an accidental and unforeseeable event affecting the utility vehicle such as, but not limited to: fire, theft, flood, collision, reversal or explosion,
- (b) When the utility vehicle is empty of any occupants, all its access points are closed and locked, all other protective devices operational and all keys removed from the Vehicle,
- (c) The theft of the Baggage and Personal Effects is committed by a break-in

### **SPECIAL EXCLUSIONS FOR UTILITY VEHICLES**

In addition to the General Exclusions applicable to all types of cover, the following are also excluded from Section 3 for utility vehicles:

1.
  - (a) Any damage or loss linked to the breach, by the Policyholder or the Insured, of the terms and conditions of the Rental Contract inasmuch as this breach increases the Company's exposure.
  - (b) The loss of contact lenses,
  - (c) Any chipping, abrasion, scratching or breakage of glass, porcelain or any other fragile article,
  - (d) Any damage caused by a cigarette burn or similar,
  - (e) Any damage or loss resulting from nationalisation or confiscation by an authority,
  - (f) Any damage or loss linked to alcoholic drinks and tobacco products
  - (g) Any damage or loss occurring during loading or unloading of the vehicle
2. All damage or losses occurring during use of utility vehicles for the carriage of persons for reward.

## SECTION 4 - MEDICAL ASSISTANCE & EMERGENCY EXPENSES

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NOT COVERED

## SECTION 5 - ADDITIONAL EXPENSES

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This cover only applies to a Policyholder having selected the SPAI option in the Rental Contract.

The Company will reimburse the Insured for the following Additional Expenses, up to the limit of the amount specified in the Schedule of Benefits.

### (A) ADDITIONAL TRAVEL EXPENSES

The Company will cover, up to the limit of the amount specified in the Schedule of Benefits, the Additional Travel Expenses incurred by the Insured directly resulting:

- from an Accident covered under Section 1 "Personal Accident", or
- from the loss, theft of damage suffered by the Baggage and Personal Effects belonging to the Insured covered under Section 3 "Baggage and Personal Effects"

By "Additional Travel Expenses" is meant: Any additional transport and accommodation costs which cannot be recovered (in any other way) and which are necessarily disbursed by the Insured to enable him to continue his trip as planned or to return to his country of residence, **only when the trips which had been changed had been booked for a date included within the Policy Period, or no later than forty eight (48) hours after expiry of this period.**

### (B) COSTS OF REPLACEMENT OF KEYS AND LOCKS

In the case of the theft of Keys covered under Section 3 "Baggage and Personal Effects" above, when the Keys were stolen with papers or documents identifying the address of the Insured, the Company also covers the costs of replacing the door locks of the Insured's main residence, up to the limit of the amount specified in the Schedule of Benefits.

Conditions:

1. In accordance with Chapter 4 "General Conditions", the Insured must immediately report the theft to the local police authorities.
2. The Insured must provide the Company with all the documents required for his file to be created, as stated in the paragraph "What to do in the event of an incident?" in the General Conditions below.

## CHAPTER 4: GENERAL CONDITIONS

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The following General Conditions are applicable for all sections of the Policy.

### 4.1 CONDITIONS OF INSURABILITY / INTERNATIONAL SANCTIONS

Pursuant to Article 6 of the French Civil Code, it is recalled that no cover under the Policy shall apply if it is in respect of a risk where it would be contrary to public policy for it to be insured, or when a ban on providing a policy or an insurance service is imposed on the Company as a result of a sanction, a restriction, a ban or an embargo prescribed by the laws or regulations of any State or by a decision by the United Nations or the European Union.

### 4.2 SANCTIONS IN THE EVENT OF A FALSE DECLARATION

Pursuant to the provisions of the French Insurance Code, any concealment or intentional false declaration by the Insured in respect of the details establishing the risk is sanctioned by invalidity of the policy.

### 4.3 PAYMENT OF THE PREMIUM

The amount of the insurance premium is stated on the Rental Contract and must be paid when this contract is agreed.

The Company accepts no liability if this premium has not actually been paid to AvisBudget, in accordance with the provisions of the Rental Contract.

### 4.4 WHAT TO DO IN THE EVENT OF AN INCIDENT?

All reasonable precautions must be taken by the Insured to avoid an incident or damage.

When any circumstance occurs which may result in a claim under the Policy, the Insured (or his legal representative) must:

- (a) under penalty of forfeiture, report any incident by post or by email which could result in the implementation of the cover within five (5) working days from the time he becomes aware of such, to the following address:

By post: **AIG Europe SA**  
**Personal Claims Department**  
**Tour CB21 - 16 Place de l'Iris**  
**92040 La Défense Cedex**

By email: **Declarations.PA@aig.com**

- (b) provide the Company with all the documents required for his file to be created.

### Documents to be provided for all cover:

- The Policy number 9.100.004
- A copy of the Rental Contract
- A sworn statement by the Insured (or his legal representative) detailing the circumstances in which the incident occurred.
- In the event of a traffic accident, specify whether the Insured was the Insured Driver or a passenger in the Rental Vehicle.
- The Bank Details Form of the Insured or beneficiaries.



Furthermore, depending on the cover, the Company will also need the following:

**For “Permanent Disability” cover (Section 1):**

- The initial medical certificate describing the nature of the injuries, giving a precise diagnosis and specifying the date of the Accident or the generating event.
- A medically stationary certificate permitting the Company to instruct the medical expertise which will set the disability rate.

**For “Death” cover (Section 1):**

- The death certificate
- The medical certificate certifying the cause of death.
- The legal documents establishing the capacity of the beneficiary/ies (inheritance document) and the name and address of the notary dealing with the estate.

**For “Emergency Medical Expenses” cover (Section 2):**

- The initial medical certificate describing the nature of the injuries, giving a precise diagnosis and specifying the date of the Accident
- Original or copy receipts of expenses (invoices, medical insurance cards, doctor’s fees, Social Security statements and hospital invoices permitting the actual amount of disbursements by the Insured to be established).
- The receipts and refund vouchers issued by the organisations to which the Insured is affiliated (social security, mutual and any other organisation) or the certificate of refusal to take responsibility in the absence of responsibility admitted by any of these organisations.

**If additional medical documents or any other supporting documentation should turn out to be necessary to assess the merit of the claim for benefits or for the settlement of a claim, the Insured shall be notified personally by the Company.**

**For the “Baggage and Personal Effects” cover (Section 3):**

- The detailed circumstances of the theft, loss or damage to the Baggage and Personal Effects, as well as the list and contents of the stolen, lost or damaged articles,
- The report from the competent authorities in the event of a theft,
- The date and place of purchase of the contents of the Baggage and Personal Effects, as well as the original invoice for the articles for which compensation is being claimed.

**In the event of a theft, the Insured must report the theft to the competent local authority within forty eight (48) hours of the theft, except in the event of Force Majeure. The report must contain the list of articles stolen and only these will be taken into account for the compensation.**

**In the case of damaged articles, the Insured may be requested at any time to provide evidence of the damage, either by sending the damaged article to the Company, or by providing evidence of the invoice for the repair of the damaged article.**

**For the “Additional Expenses” cover (Section 5):**

- The invoices for the additional unplanned transport and accommodation expenses.

**SETTLEMENT OF THE CLAIM**

**Any compensation for a claim shall only take place after the issue of a complete file, together with the documents requested by the Company.** The Company shall pay the amount of benefit granted within fifteen (15) days of this amount being established.

In the event of death under Section 1 of the Policy, the payment will be paid to the beneficiary/ies of the Insured. This payment shall discharge the Company's liability.

In all other cases, any payment under the Policy will be paid to the Insured in his own name. This payment shall discharge the Company's liability.

**With the exception of incidents covered under Section 1, for any incident covered under another insurance policy, the Company will only be liable for the portion potentially exceeding the amount which might have been paid under this other insurance, without taking this policy into account.**

**INFORMAL ADVERSARIAL EXPERT REPORT**

The damages are assessed by negotiation or, failing this, by an informal expert report, without prejudice to the respective rights of the parties. Each party will choose an expert. If the experts thus appointed do not agree, they appoint a third expert. The three experts proceed by mutual agreement and the majority of the votes. If either party should fail to appoint an expert, or the two experts fail to agree on the choice of the third, the appointment is made by the commercial court in the jurisdiction of which the incident took place. This appointment takes place on the request of the most diligent party submitted not earlier than fifteen (15) days after a registered formal demand letter has been sent to the other party. Each party shall pay the costs and fees of its expert and, where appropriate, half of the fees of the third party expert and the costs of his appointment.

**SUBROGATION OR RECOURSE AGAINST THOSE RESPONSIBLE FOR THE INCIDENT**

When a benefit has been paid, the Company is substituted in the rights and actions of the Insured up to the limit of this benefit against anyone responsible for the loss.

**4.5 EXAMINATION OF CLAIMS / MEDIATION**

In the event of dissatisfaction in respect of the conclusion or performance of the Policy, the Insured may send a letter to:

**AIG Europe SA  
A&H Customer Department  
Tour CB21 - 16 Place de l'Iris  
92040 Paris La Défense Cedex**

The request must state the policy number and specify the subject thereof.

In accordance with the PSRA recommendation 2016-R-02, the Company undertakes to provide a definitive response to the claim by the Insured within two (2) months from receipt of the claim, unless there are specific circumstances, about which the Insured will be informed.

If the disagreement persists after the response provided by the Company, the Insured may, without prejudice to other legal remedies, refer to the Insurance Mediation at the following address:

By post: **Insurance Mediation  
TSA 50110  
75441 Paris Cedex 09**

Or online: **www.mediation-assurance.org**

By email: **le.mediateur@mediation-assurance.org**



#### **4.6 LIMITATION**

Pursuant to the provisions provided for by Article L.114-1 of the Insurance Code, any actions resulting from the Policy are limited by two (2) years with effect from the event which gave rise to such.

However, this period shall only commence:

- in the event of concealment, omission or false or inaccurate declaration, from the day when the Company became aware of such;
- in the event of a loss, from the day when the persons concerned became aware of such, if they prove that they were unaware of it until then.

When the action by the Insured against the Company is due to recourse by a third party, the limitation period only runs from the day when this third party initiated legal action against the Insured or was compensated by the latter.

In the event of the accidental death of the Insured, limitation is extended to ten (10) years when the beneficiaries are the successors of the deceased Insured.

Limitation may be suspended:

- by any of the usual causes of suspension of limitation, i.e.:
  - any legal claim, including an emergency claim, any order, seizure or conservatory or enforcement measure served on the party that one wishes to prevent from exceeding the given time period, pursuant to Articles 2241 to 2244 of the Civil Code;
  - any unequivocal acknowledgement by the Company of the entitlement of the Insured, or any acknowledgement of debt by the Insured in respect of the Company, pursuant to Article 2240 of the Civil Code;
  - any legal claim or enforcement measure against a joint and several debtor, any acknowledgement by the Company of the entitlement of the Insured, or any acknowledgement of debt by any of the joint and several debtors shall suspend limitation with regard to all joint debtors and their heirs, pursuant to Article 2245 of the Civil Code;
- as well as in the following cases provided for by Article L114-2 of the Insurance Code:
  - any appointment of experts following a loss;
  - the sending of a registered letter by:
    - the Company to the policyholder for non-payment of the insurance premium;
    - the Insured to the Company for settlement of the benefit.

As an exemption to Article 2254 of the Civil Code and pursuant to Article L.114-3 of the Insurance Code, the Parties to the Policy can neither, even by mutual agreement, modify the limitation period nor add to the reasons for suspension or interruption of it.

#### **4.7 PROTECTION OF PERSONAL DATA LAW 78-17 OF 6 JANUARY 1978 AS AMENDED**

The personal data collected by the Company is collected to enable the subscription and management of policies and claims by the Company's services. This data may be communicated to the Company's agents, its partners, service providers and sub-contractors for these same purposes and may be transferred outside the European Union. In order to ensure adequate security and protection of the personal data, these transfers have been authorised in advance by the CNIL (Commission Nationale Informatique & Libertés [French Data Protection Authority]) and are protected by guarantees, specifically by the standard contractual clauses established by the European Commission. Pursuant to the Data Protection Act No. 78-17 of 6 January 1978, the rights of access, rectification and objection on legitimate grounds by the persons concerned may be exercised by contacting the Company at the following address: AIG Europe SA - Customer Service Department - Tour CB21-16 Place de l'Iris - 92040 Paris La Défense Cedex, enclosing their file reference and a copy of their identity document. They may also object, by means of a letter sent as stated above, to their personal data being used for marketing purposes. The Company's personal data protection policy can be accessed through its website at the following address: <https://www.aigassurance.fr/protection-des-donnees-personnelles>.

#### **4.8 APPLICABLE LAW AND JURISDICTION**

The Policy and the pre-contractual relations are governed by French law. The contracting parties declare they submit to the jurisdiction of the French courts and waive the right to any procedure in any other country.