

### A / Object of the coverage

#### 1 / Definition

Compulsorily subscribed at the same time as the booking, it covers you against a serious and unpredictable event that can occur before your departure. Made up in two options, it allows you to either be refunded for the payment already made, either delay your rental to another postponed date within a year, in the limit of the already paid rental. The application terms of the two options are indicated as followed :

#### 2 / Common exclusions to cancellation and delay coverage

Except the special exclusions mentioned for each option of the coverage, it would not be possible any reservation refund in case of the following events:

- Civil or foreign wars, riots, popular manifestations, strikes, kidnapping, weapons trafficking ;
- Your voluntary participation in bets, crimes or brawls, with the exception of legitimate self-defense;
- All effects of nuclear nature or caused by any source of ionizing radiation ;
- Your intentional actions and misconduct, including suicide and attempted suicide;
- Your alcohol and drug consumption and any other consumption of psychedelic substances mentioned under code, unless otherwise prescribed by a doctor;
- your negation to drive or take the vehicle previously planned by Hertz Trois Soleils ;
- All contra-indication inoculation;
- A nervous breakdown, necessity to make a cure, esthetic or psychotherapeutic treatment.

### B/ Cancellation

#### 1/Events covered in case of cancellation

The cancellation has to be notified at the latest 72 hours before departure to Hertz Trois Soleils by a registered letter with acknowledgement of receipt, the postmarked reception date will serve as a proof. It has to be due to a consequence of the following events:

#### **An incapacity of :**

- Yourself, your husband or wife legally or as a matter of fact , your ancestry or descendant, as well as the ones of your husband or wife,
- Your sisters and brothers, brother in law, sister in law, son-in-law ; daughter-in-law, stepfather, stepmother, legal tutor, as well as the person under guardianship,

directly due to a sickness or a severe injury that would be established after the signature of your rental agreement. By sickness and severe injury, we mean all impairing of health condition or all body blow requiring a stay in an hospital for more than 5 days proved by a copy of admission report from the hospital establishment.

#### **The death of :**

Yourself, your husband or wife legally or as a matter of fact, your ancestry and descendant, as well as the ones of your husband and wife,

- Your brothers and sisters, brother in law, sister in law, son-in-law ; daughter-in-law, stepfather, stepmother, legal tutor, as well as the person under your guardianship

**If you cannot prove the reality of this incapacity or if the provided information does not prove the materiality of the facts, we reserve our right to refuse the demand**

#### 2/Events not guaranteed in case of cancellation

Despite of the common exclusions of the cancellation and delay options, are also excluded the consequences of the following events :

- The sicknesses or accidents that had a previous establishment, a treatment, a relapse, an aggravation or an admission to a hospital before the subscription of the present contract;
- The pregnancy and/or its complications, and in all the cases, voluntary termination of a pregnancy, the childbirth, in-vitro fertilization ;
- Epidemics, local sanitary situation, the pollution, the meteorological or climatic events;
- Penal procedure that you may be subject to;
- Our own action, or any modification of our service deliveries or our rates ;
- All negligence or omission from the renter, that does not allow him to take possession of the vehicle.

### C/ Delay

#### 1/Events covered in case of delay

The delay :

- is only possible when the whole final balance of the rental had been paid
- has to be notified at the latest 3 working days before departure to Hertz Trois Soleils with registered letter with acknowledgement of receipt, the postmarked reception date will serve as a proof
- has to be a consequence of the following events :

#### **A temporary incapacity of :**

- Yourself, your husband or wife legally or as a matter of fact , your ancestry or descendant, as well as the ones of your husband or wife

directly due to a sickness or an accident that would be established after the signature of your rental agreement.

#### **A professional incapacity of :**

- Yourself
- Your husband or wife

directly due to one of the following events : economic redundancy, transfer in another area , modification of holidays dates due to the employer.

#### 2 /Events not covered in case of delay

Despite of the common exclusions of the cancellation and delay options, are also excluded the consequences of the following events :

- The professional incapacities for independent workers, artisan, liberal profession, executive or managing director.

**If you cannot prove the reality of this incapacity or if the provided informations do not prove the materiality of the facts, we reserve our right to refuse the demand**

In case that one of the events mentioned above occurs, and under restrictions of showing all the original documents proving the truth of the facts, the renter has the possibility to delay his rental dates within maximum a year starting from the primary departure time, after immediate payment of a contract compensation of 198 Euros for administrative fees.