

A / Purpose of coverage

The RENTER will be covered by our "BASIC multi-risk coverage" policy, included by default in the rental price. This coverage will be valid only for the duration of the rental contract, subject to compliance with the provisions hereof.

1 / Beneficiaries

The drivers named in the Contract, either as the primary driver or as an additional driver.

2 / Territories

This coverage shall apply only in EUROPE ([see list](#)).

3 / Definition

This "BASIC multi-risk coverage" insurance:

- meets all legal obligations with regard to liability towards third parties. The amounts covered for third-party liability are as follows: Bodily injury: unlimited - Tangible and intangible damage: €100,000,000 per claim, except Environment/Pollution: €1,600,000 – Legal fees coverage up to: €20,000 – Appeals and advances on appeals up to: €8,000.
- protects the RENTER and any other authorised driver against claims from third parties (including your passengers) in case of death, injury or material damage arising from the use of the VEHICLE during the rental;
- covers bodily injury that may be suffered by the RENTER (i.e., the driver at the time of the collision), up to €150,000;
- covers external damage to the VEHICLE: fire, theft of the VEHICLE (DAMAGE), natural disasters (for example: hail, floods, etc.), or accidents involving the VEHICLE (damage to glass, bodywork, etc.);
- includes Hertz Trois Soleils assistance.

It is specified that the RENTER will be billed an excess of €3,200 (three thousand two hundred Euros)* per event for any use of "BASIC multi-risk guarantee" insurance.

The "BASIC multi-risk guarantee" insurance does not cover:

- interior damage, of whatever origin, caused voluntarily or involuntarily to the VEHICLE;
- cash, bank notes, valuables and personal effects belonging to the RENTER;
- damage to the "upper body" (above the windscreen), rims, tyres, rear-view mirrors and accessories rendered inoperable, damaged or stolen;
- damage caused by RENTER negligence (defined as conduct not complying with that expected of a reasonable person in similar circumstances) or passenger negligence (including but not limited to cigarette burns, THEFT of the VEHICLE with the keys in the ignition, etc.);
- repatriation assistance.

RENTERS are responsible for the VEHICLE entrusted to them. Thus, in case of DAMAGE, they must compensate the RENTAL COMPANY for damage actually suffered. If the loss suffered by the RENTAL COMPANY is subsequently reduced, the RENTER will be reimbursed for the amount of such reduction.

In case of any DAMAGE, including THEFT, a bill will be issued for the cost of restoring the VEHICLE to its original condition, in an amount capped at €3,200 (three thousand two hundred euros) per event, corresponding to the excess amount.

This liability may be limited if the RENTER has purchased partial damage waiver coverage (see conditions in the [document "Partial Damage Waiver"](#)).

Depending on the nature and amount of the DAMAGE observed, the security deposit will be released when the RENTER has paid the bill for the repair costs and/or the excess amount. If no payment is received, the amount due will be collected from the security deposit eight clear days after a written reminder has been sent. The collection of amounts due via SWIKLY shall incur an 8% collections fee payable by the RENTER.

In case of DAMAGE or THEFT, the RENTER must immediately contact the RENTAL COMPANY, and within 48 hours must submit a joint accident report duly completed and signed by both parties (when the third party is known), a gendarmerie or police report, or, in case of THEFT, a stolen vehicle declaration receipt issued by the competent authorities. Failure to comply with this procedure or this deadline will result in forfeiture of the coverage offered by the insurance policy, thus rendering the RENTER financially liable.

If a third party is involved - i.e., a named natural person whose identity and signature appear on the joint accident report or on the gendarmerie or police report - who is appropriately insured by a solvent company, and the experts assessing the respective liability of the parties in question find the RENTER not liable, in whole or in part; and if the losses suffered by the RENTAL COMPANY are thus reduced, the RENTER will be reimbursed for the amount of such reduction once the insurance compensation procedure is complete.

In case of dispute, the RENTER may at his/her own expense appoint an approved expert to investigate and report to the booking centre no later than one month after receipt of the bill.

The security deposit will be kept by the RENTAL COMPANY in case of a THEFT of the VEHICLE or unpaid additional fees.

Description prepared based on Article 8 of the current version of our general conditions of rental

TROIS SOLEILS - SARL, a HERTZ franchise with €20,000 in capital - RCS Paris 380 916 114 - FR84 380 916 114

ORIAS: 22000366 – Insurance Intermediary Agent – www.orias.fr

Booking Centre – Impasse de la Cité, ZA la Croix des Marais – 26600 La Roche de Glun / Telephone: 04 75 82 02 02

B/ Forfeiture of coverage provided by the insurance policy

The RENTER shall not enjoy the benefit of damage coverage under the insurance policy if he or she has failed to comply with the obligations expressly stipulated in the general rental conditions, and in particular if he or she:

- was driving under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or any other substance;
- was driving without a valid driving license;
- had entrusted the VEHICLE to drivers not named in the Contract;
- fails to comply with the duty to appropriately report DAMAGE to the RENTAL COMPANY;
- fails to return the original keys to the VEHICLE;
- fails to comply with the Technically Permissible Maximum Laden Mass of the VEHICLE.

The RENTER will in such case be held financially responsible for all damage under common law liability principles.

* **Optional additional insurance:** the RENTER may elect to obtain optional additional coverage to reduce the amount of the excess and enjoy additional coverage; the conditions and prices for this optional coverage are available on the website www.trois-soleils.com.

In case of THEFT of the VEHICLE, the RENTER must return the keys to the base vehicle cab. Failure to comply with these obligations will result in the forfeiture of the contractual guarantees subscribed. The liability cap will no longer apply. The RENTER(S) will in such case be held financially responsible for the entirety of the loss under common law liability principles.

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