

APPENDIX - INSURANCE AND ADDITIONAL COVERS

Introduction

In this document we have set out below a summary of:

- 1) the insurance products that we include as part of our rental service because there is a legal obligation upon us to do so (Third Party Liability insurance);
- 2) other optional “Additional Covers” (which are not insurance products) that we make available to you because we want to be able to give you peace of mind during your rental with us.

These insurance and limitation of liability are designed to cover, limit or exclude your potential exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible, pursuant to and by the effect of the relevant applicable laws in the country and by the Rental Agreement, for the financial consequences arising from:

Liability to a Third Party

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

Damage to or theft of the Vehicle

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

You should be aware that if you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own injuries (together with the possible associated consequences of it) or death will not.

Definitions

Your rental and/or reservation is subject to the applicable Reservation Terms and Conditions and/or Rental Terms and Conditions to which this document is an Annex (being a part of) and to the conditions provided in the Rental Agreement.

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

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

Accident Report: means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details), the relevant insurance form should be used if available on the Vehicle.

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

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

Excess: is a specified sum of money that, in case of effectiveness of our options of limitation of liability or Additional Covers and provided you have complied with the Rental Terms and Conditions and have not committed a major breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the Vehicle during the rental period or its attempted theft; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable amount that is governed by the conditions of the protection product you have purchased. The Excess amount applicable to your rental is shown on the rental agreement.

Rental Terms and Conditions: means the document you will be asked to sign before you may rent any Vehicle from us and which sets out the rights and obligations that will apply to both you and us throughout the rental period. Such conditions can vary according to the Country in which your rental starts and are provided to you at the moment of the reservation together with the confirmation of your booking (in case of booked rental) or, in any case, at the moment of the rental.

Loss of Use: describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of it being damaged whilst it is on rent to you, we need to take it off the road to have it repaired.

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

Rental Agreement: is the document which summarizes the terms of the services included in your rent, including the main characteristics of the rented Vehicle, the conditions of the Vehicle at the moment of its rental, the length and places of the beginning and the end of the rental. The Rental Agreement shall be signed by you, also throughout electronic means, before the rental of any Vehicle with us.

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

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

1. Third party liability insurance

We are mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of Third Parties. We have selected between the best Third Party Liability insurance offered within the market from the foremost insurers in the business and it is automatically included as part of our vehicle rental services.

You will, therefore, be insured upon the conditions and up to the level legally required by the country in which you are renting the Vehicle for the consequences that others may suffer as a direct result of your actions whilst you are driving the Vehicle.

An abstract of the conditions of the Third Party Liability Insurance policy applicable to the Vehicle, is available at the rental desk.

a. What am I insured for?

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

-bodily injury or death suffered by Third Parties;

-property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

b. What is excluded from the policy?

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer;
- any damage to or loss of your personal property or possessions;
- any damage caused to the Vehicle

c. In case of accident caused by me, what is the amount of my financial exposure for Third Party Liability toward Third Parties?

Provided that you have not committed a breach of any applicable laws (including any relevant road traffic regulations) and you were not making Abnormal Use of the Vehicle then you will be covered no less than the level legally required by the country in which you are renting the Vehicle for the financial cost of any Third Party Liability arising as the result of a collision that you may cause.

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

d. How to notify us a Claim?

In circumstances involving Third Parties it is mandatory to notify us the accident within 24 hours from the event. In this respect, it is important that you do your utmost to properly complete and sign an Accident Report form, which gives all relevant details of the incident and of the Third Party and request the assistance of the nearest police authority. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party has caused the damage to the Vehicle). The Accident Report form and the Police Report should be transmitted to us within the term duly provided by the applicable Rental Terms and Conditions.

In order to avoid possible mistakes or preclusion, at the end of each rental, our people will require you a statement concerning any accident eventually occurred during the rental period, or, which have not occurred during the rental. You can attach to such statement all the documents required to prove your reasons, being intended that, in case of false declarations, or, of failure to declare that an accident occurred followed by a claim by any third party/ies, The Hirer preserve its right to charge you a contractual penalty the amount of which is listed in the The Hirer Tariff Guide from time to time applicable.

e. SUPER PERSONAL ACCIDENT INSURANCE (SPAI)**a) What am I insured for?**

Upon purchasing the Mega Relax Plus coverage, which is inclusive of the Super Accident Insurance for the driver and passengers, within the limits of the contractual terms and conditions applicable to this product, you can claim for the financial cost of any of the following potential consequences resulting from your death or injury or damage to or loss of your personal effects in a collision that occurs when you are driving the Vehicle:

- a lump sum payment of up to a maximum of € 200,000
- Loss, damage, theft or destruction of your travel bags and suitcases and the personal effects contained in them up to a maximum of €5,000 as a result of a collision or theft. Personal effects include valuables worth €500 or more (for example, jewellery or furs) as well as computer equipment (laptops or tablets – subject to specific exclusions) cameras or personal hi-fi equipment.

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

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

b) What is (mainly) excluded from the cover?

The Super Personal Accident Insurance does not cover:

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

A more complete summary of the cover provided by this Personal Accident protection product can be found in the "Terms and Conditions" section at the website www.goldcar.com

c) What is the amount of my financial exposure?

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

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

d) How to notify us a Claim?

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

2. Goldcar Basic Cover

a) The Goldcar Basic Cover, included in the Rental Price, limits your financial exposure for the damages caused to the Vehicle whilst it is rented by you.

Limit your liability to the Excess amount related to the case of:

- theft;
- fire events;
- act of vandalism;
- accident;

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

Nevertheless, the hire rates also include the GOLDCAR BASIC COVER for damage to the vehicle due to:

- a) collision,
- b) theft,
- c) accidental fire and acts of vandalism

The Goldcar Basic Guarantee will always be valid as long as the following conditions are met:

- a) That the damage is not attribute of to willful misconduct or serious negligence of the client;

b) That, in the case of a collision, the client sends to Goldcar, in a maximum period of 48 hours after the date of the accident, the complete information relating to the other party and of any eventual witnesses, completing the "Accident Friendly Statement" - AFD - stating in detail, the number plate, full name and address of the other party, the circumstances related to the collision, a drawing of the accident itself, the name of the insurance company and, where possible, the insurance policy number. All the above is to be signed by both drivers involved in the accident. In the case of the "Accident Friendly Verification" not been available, you should complete the "Accident Report", provided by Goldcar.

c) That the insurance company does not reject the accident due to the driver failing to have complied with the physical and psychological conditions established in the Highway Code.

d) That the collision, theft, fire or vandalism has not occurred during unauthorised use, as mentioned in point 10, or in contravention of the traffic regulations or the contract provisions.

e) That the client has informed Goldcar of the collision, theft, fire or vandalism with the vehicle in a maximum period of 48 hours, and has provided the relevant documentation (Accident Friendly Verification, police report, etc.).

b. What is excluded from the Basic Cover?

It is expressly excluded from the Basic Cover:

- any damage to vehicle frame, tyres, wheels, vehicle interiors, exterior rear-view mirrors, windshields, windows and glazing in general, the parts under the vehicle;
- the holes and bursts of tyres;
- damage to the gearbox and gearbox;
- The days of downtime until the repair of the machine;
- The costs of tow-truck;
- The costs of taxi, hotel or vehicle replacement;
- charging the battery.

c. What must I do to benefit from the Basic Cover?

The Goldcar Basic Cover will always be valid as long as the following conditions are met:

- e) that you are comply with Rental Terms and Conditions;
- f) that you are comply with the applicable law and local traffic regulation when you are driving the Vehicle;
- g) That the damage is not attribute of to willful misconduct or serious negligence of the client;
- h) that, in the case of a collision, the client sends to the Hirer, in a maximum period of 48 hours after the date of the accident, the complete information relating to the other party and of any eventual witnesses, completing the "Accident Friendly Statement" - AFD - stating in detail, the number plate, full name and address of the other party, the circumstances related to the collision, a drawing of the accident itself, the name of the insurance company and, where possible, the insurance policy number. All the above is to be signed by both drivers involved in the accident. In the case of the "Accident Friendly Verification" not been available, you should complete the "Accident Report", provided by the Hirer.
- i) the authorities or (if appropriate) the insurance company determinates that the driver failed to comply with the physical and psychological conditions established in the Highway Code.
- j) That the collision, theft, fire or vandalism has not occurred during unauthorized use or in contravention of the traffic regulations or the contract provisions.
- k) That the client has informed the Hirer of the collision, theft, fire or vandalism with the vehicle in a maximum period of 48 hours, and has provided the relevant documentation (Accident Friendly Verification, police report, etc.).

d. What is the amount of my financial exposure?

However, provided you have complied with the Rental Terms and Conditions and the applicable law and road traffic regulations and that you have not made an Abnormal Use of the Vehicle, then the maximum you will have to pay us is the relevant Damage Excess amount, as provided in the Website and in the Rental Agreement.

3. Additional Covers

The rental fees do not include the Additional Covers which cover damages that are excluded expressly by Goldcar Basic Cover (see the exclusion at the art. 2. letter b) . In any cases, these additional cover is valid only if the Client meets the conditions provided in the previous article 2. letter c) of this Appendix.

This additional cover may be purchased by the Client when picking up the Vehicle or during the booking process.

a.- Relax Cover

By purchasing our Relax Cover you will be covered for the same damages and at the same condition as our Basic Cover, as described in Cause 2 of this Appendix, but Your responsibility for the damages related to Vehicle frame is reduced to zero.

In addition, as consequence of the extended limitation of your liabilities for damages, the deposit amount will be reduced to 300€.

Please note that our Relax cover reduce to zero Your responsibility only for damages to the Vehicle frame and not your possible responsibility in case of theft and fire or any other damages to the Vehicle (tyres, wheels, vehicle interiors, exterior rear-view mirrors, windshields, windows and glazing in general, the parts under the vehicle)

You will also benefit from an exemption of charges for the penalty administrative management of vehicle damage and/or theft.

In addition, the exclusion set forth in clause 2b will remain effective.

b.- Super Relax Cover

By purchasing our Super Relax Cover you will be covered for the same damages and at the same condition as our Relax Cover, as described in clause 3a of this Appendix, but it will covers also damages listed in clause 2b where your responsibility is reduced to zero.

In addition, as a consequence of the extended limitation of your liabilities for damages, the deposit amount will be reduced to 0€. Please note that our Super Relax cover also reduce to zero Your responsibility for theft and fire.

You will also benefit from an exemption of charges for the penalty administrative management of vehicle damage and/or theft.

c.- Mega Relax Cover

By purchasing our Mega Relax Cover you will be covered for the same damages and at the same condition as our Super Relax Cover, as described in clause 3b of this Appendix.

Protection package Mega Relax can only be bought in combination with the Super Relax Cover.

In addition, as a consequence of the extended limitation of your liabilities for damages, the deposit amount will be reduced to 0€.

Moreover our Mega Relax Cover includes our Roadside Assistance Premium, as described in our T&C.

You will also benefit from an exemption of charges for the penalty administrative management of vehicle damage and/or theft.

d. Mega Relax Plus Cover

By purchasing our Mega Relax Plus Cover, You will be entitled to access to our Roadside Assistance Premium, as described in Annex one of the T&C, together with our SPAI (Super Personal Accident Insurance) as described in the above section.

You will also benefit from an exemption of charges for the penalty administrative management of vehicle damage and/or theft.

e. Common Provisions

The client's liability will be limited to the excess amount provided for the Basic Coverages, as indicated in the Terms and Conditions of Hire. In any case, the Hirer reserves the right to demand the client pays an amount as a guarantee deposits in relation to their liability in the terms described in Terms and Conditions of Hire.

These conditions and excesses, published on the website (<http://www.goldcar.com>), have been submitted for reading and approval by the client before signing the vehicle hire contract and the subsequent taking of the hired vehicle.