



GENERAL AND
SPECIFIC
INSURANCE
CONDITIONS

Applicable from 07/01/2023

SALVA | **Hertz** **dollar.** ***Thrifty***

GUADELOUPE • MARTINIQUE • GUYANE

1.	COMPULSORY CIVIL LIABILITY INSURANCE	3
1.1	Definition	3
1.2	Insurance cover	3
1.3	Exclusions and limitations	3
2.	OPTIONAL PERSONAL INSURANCE: PERSONAL INSURANCE (PI).....	3
2.1	Definition	3
2.2	Insurance cover	3
2.3	Exclusions and limitations	3
3.	ADDITIONAL BASIC COVER	4
3.1	Collision Damage Waiver (CDW).....	4
3.1.1	Definition	4
3.1.2	Conditions of application	4
3.1.3	Financial responsibility	4
3.1.4	Exclusions and limitations	4
3.2	Theft Protection (TP)	5
3.2.1	Definition	5
3.2.2	Conditions of application	5
3.2.3	Financial responsibility	5
3.2.4	Exclusions and limitations	5
4.	OPTIONAL COVER	5
4.1	ZEN Pack	5
4.1.1	Definition	5
4.1.2	Conditions of application	5
4.1.2.1	In the event of collision and damage.....	5
4.1.2.2	In the event of theft, attempted theft or vandalism	6
4.1.3	Financial responsibility	6
4.1.3.1	In the event of collision and damage.....	6
4.1.3.2	In the event of theft, attempted theft or vandalism	6
4.1.4	Exclusions and limitations	6
4.1.4.1	In the event of collision and damage.....	6
4.1.4.2	In the event of theft, attempted theft or vandalism	6
4.2	COMFORT Pack	6
4.2.1	Definition	6
4.2.2	Conditions of application	6
4.2.2.1	In the event of collision and damage.....	6
4.2.2.2	In the event of theft, attempted theft or vandalism	6
4.2.3	Financial responsibility	6
4.2.3.1	In the event of collision and damage.....	6
4.2.3.2	In the event of theft, attempted theft or vandalism	6
4.2.4	Exclusions and limitations	6
4.2.4.1	In the event of collision and damage.....	6
4.2.4.2	In the event of theft, attempted theft or vandalism	7
4.3	SAFETY Pack	7
4.3.1	Definition	7
4.3.2	Conditions of application	7
4.3.3	Financial responsibility	7
4.3.3.1	In the event of a lost key, damaged key, damaged tires and broken glass	7
4.3.3.2	In the event of collision and damage.....	7
4.3.3.3	In the event of theft, attempted theft or vandalism	7
4.3.4	Exclusions and limitations	7

GENERAL AND SPECIFIC INSURANCE CONDITIONS SALVA GUADELOUPE _ MARTINIQUE _ GUYANA

Applicable as of 01/07/2023

We offer you insurance and deductible products to cover the main risks you run when driving your rental vehicle. These products can be included in the price of your rental or offered as optional products. The main benefits as well as the exclusions and limitations of these products are detailed below.

1. COMPULSORY CIVIL LIABILITY INSURANCE

1.1 Definition

This is your **liability towards third parties**.

Civil liability (CL) is systematically **included in the price of your vehicle rental** regardless of its nature.

1.2 Insurance cover

Third-party liability insurance - CL:

- meets all legal obligations relating to liability towards third parties;
- covers bodily injury or material damage suffered by third parties as well as damage caused to the vehicle's passengers. **It does not protect the driver;**
- covers the financial consequences for the drivers named in the contract concerning the material damage and bodily injury that they may cause to third parties.

As the main driver, you are considered to be the party responsible for the vehicle throughout the entire duration of the rental period from collection of the vehicle until its full return and inspection by SALVA, including when you are not in the vehicle. In this respect, **you are liable for any damage caused to the rented vehicle.**

You will be considered liable in the event of damage to the vehicle including up to its total destruction (wrecked or stolen vehicle), and your liability may extend to the market value of the vehicle.

1.3 Exclusions and limitations

Within the limits of applicable law, your civil liability (CL) insurance will be considered null and void and will no longer be able to exempt you from paying compensation to third parties in the following cases:

- Intentional misconduct;
- Serious breach of the highway code;
- Driving by an unauthorized driver;
- Underage or overage driving;
- Driving without a driving license;
- Transporting passengers for payment;
- Using the vehicle in tests, races, rallies, circuit recognition tasks;
- Transporting flammable, corrosive, toxic, explosive, ionizing or illicit materials;
- Damage to goods, personal effects and objects transported in the vehicle;
- Repair of damage suffered by the perpetrators, co-perpetrators or accomplices of theft of the vehicle;
- Suicide or attempted suicide;
- Lawfully objectionable actions;
- Existence of a medical history or pathology;
- Driving under the influence of alcohol, drugs or any legal or illegal substance that may impair the driver's ability or ability to react;
- Making a deliberate false statement in the information contained in the rental file, or attempted fraud.

And, more generally, if you fail to comply with your contractual obligations set out in the "SALVA General Rental Terms and Conditions", you will be liable for damage caused to third parties and to the vehicle. SALVA shall not accept any responsibility.

2. OPTIONAL PERSONAL INSURANCE: PERSONAL INSURANCE (PI)

2.1 Definition

Additional "personal insurance" (PI) is optional insurance that applies to authorized drivers as well as to passengers of the vehicle (referred to as "transported persons").

2.2 Insurance cover

The cover extends to all occupants of the vehicle and is provided for bodily injury suffered by the driver and/or passengers. It applies to damage that is the direct and exclusive consequence of a traffic accident.

In the event of death or disability, as a victim, you will receive compensation determined according to a scale.

In the event of hospitalization, upon presentation of supporting documents, you will be reimbursed for medical expenses within the limit of the threshold.

2.3 Exclusions and limitations

Your additional PI will be considered null and void and will no longer be able to protect you in the following cases:

- Intentional misconduct;
- Serious breach of the highway code;
- Driving by an unauthorized driver;
- Underage or overage driving;
- Driving without a driving license;
- Transporting passengers for payment;
- Suicide or attempted suicide;
- Lawfully objectionable actions;
- Existence of a medical history or pathologies;
- Driving under the influence of alcohol, drugs or any legal or illegal substance that may impair the driver's ability or ability to react;
- Making a deliberate false statement in the information contained in the rental file, or attempted fraud;
- Using the vehicle in tests, races, rallies, circuit recognition tasks;
- Transporting flammable, corrosive, toxic, explosive, ionizing or illicit materials;
- Damage to goods, personal effects and objects transported in the vehicle;
- Repair of damage suffered by the perpetrators, co-perpetrators or accomplices of theft of the vehicle;

And, more generally, if you fail to comply with your contractual obligations provided for in the "SALVA General Rental Terms and Conditions", you will be liable for damage caused to third parties and persons transported and to the vehicle. SALVA shall not accept any responsibility.

3. ADDITIONAL BASIC COVER

You may take out cover in addition to the mandatory third party liability (CL) insurance. This cover provides additional benefits:

- Collision damage waiver (CDW)
- Theft protection (TP)

If you do not take out additional basic cover, your financial liability will be equal to the total deductible, bearing in mind that it will be reduced to the market value of the vehicle on the date of the claim.

Certain credit cards offer insurance cover. Before renting a vehicle, it is your responsibility to know how to implement this cover.

To be able to benefit from the additional basic cover, you must accept the benefits that you have taken out, and they will be shown on the rental contract as included in the rental price.

3.1 Collision Damage Waiver (CDW)

3.1.1 Definition

Collision damage waiver (CDW) is the **partial waiver of the total deductible (market value of the vehicle) in the event of a collision or damage suffered by the rented vehicle during the rental period**. It is commonly referred to as the "partial accident deductible".

In the event of a collision or damage, it allows you to limit your financial liability to the amount of the partial deductible taken out.

The amount of the deductibles varies depending on the category of the vehicle being rented.

In the event of an accident with an identified third party, you must complete an accident report form, signed by both parties in question.

This report must be submitted to one of the SALVA branches within 24 hours at the latest.

In the event of damage not involving a third party, the return inventory form will serve as the accident report form. You will have to sign it.

3.1.2 Conditions of application

The CDW applies to damage to the vehicle resulting from:

- A collision with another identified vehicle, and you are responsible for the accident;
- A collision of the rented vehicle with a fixed or moving object, overturning of the vehicle;
- Loss of control of the vehicle;
- Natural events such as a cyclone, rainstorm, flood, rock fall, rock landslides;
- Fire caused by a vehicle defect, including electrical failure, or caused by an adjacent explosion or fire, or a criminal or terrorist act;
- A puncture or bursting of a tire or damage to windows caused by objects on the road or projected objects.

3.1.3 Financial responsibility

In the event of an accident or damage caused to SALVA's vehicle, you will be liable, for each event, up to the amount of the "partial accident deductible", for the following costs:

- Vehicle repairs or replacement;
- Towing; * Immobilization;
- Claims file management fees.

3.1.4 Exclusions and limitations

In addition to the limitations mentioned above in paragraphs 1.3 and 2.3, your additional cover will be considered null and void and you will be liable for all damage caused to SALVA's vehicle. Your financial liability is equal to the total deductible, bearing in mind that this will be reduced to the market value of the vehicle on the date of the claim as well as the costs incurred where you or an authorized driver were grossly negligent (by acting in a manner that you knew or should have known is likely to result in injury or damage) and in particular in the following cases:

- Impacts under the body (the components located under the vehicle) as well as damage to the top parts (roof lining, roof and, more generally, any other protruding parts on top of the vehicle) following a poor assessment of the vehicle's height.
Examples:
 - Colliding with suspended objects;
 - Hitting a barrier too low to allow the vehicle to pass underneath.
- Damage to tires and convertible car tops and tarpaulins if they do not result from an accident that caused damage to other parts of the vehicle (if the damage is only a puncture or a damaged tire, the costs related to the puncture or damaged tire are not included in the deductible and must be assumed by you);
- Inappropriate driving on the road.
Examples:
 - Driving on a beach causing damage due to sand or salt water;
 - Driving on flooded roads, damaging the engine;
 - Driving on a road in poor condition without paying the required attention, thus causing damage under the vehicle;
- Improper use of the vehicle.
Examples:
 - Putting unsuitable fuel in the tank or contaminating the fuel in any way;
 - Burned clutch due to repeated misuse or improper use of the handbrake;
 - Driving with a deflated tire, resulting in wheel damage;
 - Hitting a barrier in a car park before it is fully raised;
 - Damage occurring after ignoring a warning light signal;
 - Introducing prohibited objects into the passenger compartment or external parts of the vehicle;
 - Transporting particularly dirty and smelly equipment, resulting in additional cleaning costs, or even resulting in damage to, or burning, the passenger compartment;
- Damage caused by leaving keys inside the vehicle or a lost key;
- Damage caused by a window left open;
- Lost key and damaged key;
- Broken glass.

And, more generally, if you fail to comply with your contractual obligations provided for in the "SALVA General Rental Terms and Conditions", you will be liable for damage caused to third parties, persons transported and the vehicle. SALVA shall not accept any responsibility.

3.2 Theft Protection (TP)

3.2.1 Definition

Theft protection (TP) is the **partial waiver of the total deductible (market value of the vehicle) in the event of theft, attempted theft or act of vandalism**. It is commonly referred to as "partial theft deductible".

It allows you to limit your financial liability to the amount of the partial deductible taken out.

The amount of the deductibles varies depending on the category of the vehicle being rented.

You must immediately complete a declaration of theft with the police authorities and submit it to SALVA no later than 48 hours after the occurrence of the theft.

At the same time, you must provide SALVA with the keys to the stolen vehicle, under penalty of being held responsible for the theft.

3.2.2 Conditions of application

The TP applies to damage suffered by the vehicle resulting from the disappearance and/or deterioration of the vehicle as a result of:

- A theft by break-in;
- Attempted theft of the vehicle or its accessories;
- Vandalism;
- Fire, spontaneous combustion, explosion (including act of terrorism).

3.2.3 Financial responsibility

In the event of damage to the vehicle resulting from the disappearance and/or deterioration of the vehicle, you will be liable, for each event, up to the amount of the "partial theft deductible", for the following costs:

- Vehicle repairs or replacement;
- Towing;
- Immobilization;
- Claims file management fees.

3.2.4 Exclusions and limitations

In addition to the limitations mentioned above in paragraphs 1.3 and 2.3, your additional cover will be considered null and void and you will be liable for all damage caused to the vehicle. Your financial liability is equal to the total deductible, bearing in mind that this will be reduced to the market value of the vehicle on the date of the claim as well as the costs incurred where you or an authorized driver were grossly negligent (by acting in a manner that you knew or should have known is likely to result in injury or damage) and in particular in the following cases:

- Damage caused by leaving keys inside the vehicle or a lost key;
- Damage caused by a window left open;
- Loss of vehicle due to failure to use the anti-theft system;
- Loss of vehicle when unable to hand over keys;
- Theft of personal and business effects as well as goods transported in the vehicle;
- Theft committed by your employees or those of the driver acting with their complicity.

And, more generally, if you fail to comply with your contractual obligations provided for in the "SALVA General Rental Terms and Conditions", you will be liable for damage caused to third parties, persons transported and the vehicle. SALVA shall not accept any responsibility.

4. OPTIONAL COVER

For certain categories of vehicles and in certain rental agencies, it is possible to take out optional cover. This is provided in addition to the rental price if it is accepted, otherwise it will appear as having been refused.

To be able to benefit from the optional cover, you must initial the optional cover you have taken out with the words "accepted" on the rental contract.

4.1 ZEN Pack

4.1.1 Definition

The Zen Pack is the **full waiver of the "accident" and "theft" partial deductible** in the event of:

- Collision and damage;
- Theft, attempted theft or act of vandalism.

Subscribing to the ZEN Pack cancels out the "partial accident deductible" and the "partial theft deductible" and therefore covers your share of financial liability that is not covered by the additional CDW and TP covers referred to above.

In the event of an accident with an identified third party, you must complete an accident report form, signed by both parties in question.

This report must be submitted to one of the SALVA branches within 24 hours at the latest.

In the event of damage not involving a third party, the return inventory form will serve as the accident report form. You will have to sign it.

In the event of theft, attempted theft or act of vandalism, you must immediately complete a theft declaration form with the police authorities and submit it to SALVA no later than 48 hours after the occurrence of the acts of theft.

At the same time, you must provide SALVA with the keys to the stolen vehicle, under penalty of being held responsible for the theft.

4.1.2 Conditions of application

4.1.2.1 In the event of collision and damage

The Zen Pack applies to damage to the vehicle resulting from:

- A collision with another identified vehicle, and you are responsible for the accident;
- A collision of the vehicle with a fixed or moving obstacle, overturning the vehicle;
- Loss of control of the vehicle;
- Natural events such as a cyclone, rainstorm, flood, rock fall, rock landslides;
- Fire caused by a vehicle defect, including electrical failure, or caused by an adjacent explosion or fire, or a criminal or terrorist act;
- A puncture or bursting of a tire or damage to windows caused by objects on the road or projected objects.

4.1.2.2 In the event of theft, attempted theft or vandalism

The Zen Pack applies to damage to the vehicle resulting from the disappearance and/or deterioration of the vehicle as a result of:

- A theft by break-in;
- Attempted theft of the vehicle or its accessories;
- Vandalism;
- Fire, spontaneous combustion, explosion (including act of terrorism).

4.1.3 Financial responsibility

4.1.3.1 In the event of collision and damage

You will not be liable for the "partial accident deductible". The amount of your "partial accident deductible" is reduced to €0.

4.1.3.2 In the event of theft, attempted theft or vandalism

You will not be liable for the "partial theft deductible". The amount of your "partial theft deductible" is reduced to €0.

4.1.4 Exclusions and limitations

4.1.4.1 In the event of collision and damage

In addition to the limitations mentioned above in paragraphs 1.3 and 2.3, the Zen Pack does not contain any exclusions in the event of collision or damage.

4.1.4.2 In the event of theft, attempted theft or vandalism

In addition to the limitations mentioned above in paragraphs 1.3 and 2.3, the Zen Pack does not contain any exclusions in the event of theft, attempted theft or act of vandalism.

Except in this case, if you fail to comply with your contractual obligations provided for in the "SALVA General Rental Terms and Conditions", you will be liable for damage caused to third parties, persons transported and the vehicle. SALVA shall not accept any responsibility.

4.2 COMFORT Pack

4.2.1 Definition

The Comfort Pack is the **full waiver of the partial accident deductible in the event of collision and damage**. Subscribing to the Comfort Pack cancels out the "partial accident deductible" and therefore fully covers your share of financial liability that is not covered by the additional CDW coverage.

Therefore, the Comfort Pack does not apply in the event of theft, attempted theft or vandalism. In this case, you remain liable for the "partial theft deductible".

4.2.2 Conditions of application

4.2.2.1 In the event of collision and damage

The Comfort Pack concerns cases of collision and damage only. It applies to damage suffered by the vehicle resulting from:

- A collision with another identified vehicle, and you are responsible for the accident;
- A collision of the vehicle with a fixed or moving obstacle, overturning the vehicle;
- Loss of control of the vehicle;
- Natural events such as cyclone, rainstorm, flood, rock fall, rock landslides;
- Fire caused by a vehicle defect, including electrical failure, or caused by an adjacent explosion or fire, or a criminal or terrorist act;
- A puncture or bursting of a tire or damage to windows caused by objects on the road or projected objects.

4.2.2.2 In the event of theft, attempted theft or vandalism

The Comfort Pack is not applicable in cases of theft, attempted theft or vandalism.

4.2.3 Financial responsibility

4.2.3.1 In the event of collision and damage

You will not be liable for the "partial accident deductible". The amount of your "partial accident deductible" is reduced to €0.

4.2.3.2 In the event of theft, attempted theft or vandalism

You remain liable for the "partial theft deductible" that you have taken out, this option does not apply in the event of theft, attempted theft or act of vandalism.

4.2.4 Exclusions and limitations

In addition to the limitations mentioned above in paragraphs 1.3 and 2.3, your optional insurance cover will be considered null and void and you will be liable for all damage caused to the vehicle up to the total deductible of the rented vehicle or the market value as well as the costs incurred when you or an authorized driver has demonstrated gross negligence (acting in a manner that you knew or should have known may result in injury or damage) and in particular in the following cases:

4.2.4.1 In the event of collision and damage

- Impacts under the body (the components located under the vehicle) as well as damage to the top parts (roof lining, roof and more generally, any other protruding part on top of the vehicle) resulting from a poor assessment of the vehicle's height; Examples:
 - Colliding with suspended objects;
 - Hitting a barrier too low to allow the vehicle to pass underneath.
- Damage to tires and covers if they do not result from an accident that caused damage to other parts of the vehicle (if the damage is only a puncture or a damaged tire, the costs related to a puncture or damaged tire are not included in the deductible and must be assumed by you);
- Inappropriate driving on the road; Examples:
 - Driving on a beach causing damage due to sand or salt water;
 - Driving on flooded roads, damaging the engine;
 - Driving on a road in poor condition without paying the required attention, causing damage under the vehicle.
- Improper use of the vehicle;

Examples:

- Putting unsuitable fuel in the tank or contaminating the fuel in any way;
- Burned clutch due to repeated misuse or improper use of the handbrake;
- Driving with a deflated tire, resulting in wheel damage;
- Hitting a barrier in a car park before it is fully raised;
- Damage occurring after ignoring a warning light signal;

- Introducing prohibited objects into the passenger compartment or external parts of the vehicle;
- Transporting particularly dirty and smelly equipment, resulting in additional cleaning costs, or even resulting in damage to, or burning, the passenger compartment.
- Damage caused by leaving keys inside the vehicle or a lost key;
- Damage caused by a window left open;
- Lost key and damaged key;
- Broken glass.

4.2.4.2 In the event of theft, attempted theft or vandalism

This option does not apply in the event of theft, attempted theft or vandalism.

4.3 SAFETY Pack

4.3.1 Definition

Lost keys or damaged keys, damaged tires and broken glass are not covered by the insurance cover referred to above. In addition to the "partial deductible", you will be subject to the amount of the costs incurred as a result of the loss.

The Safety Pack is an optional product that allows you to completely eliminate your financial liability to us in the event of:

- Lost key or damaged key;
- Damaged tires;
- Broken glass (damage to windows including sunroof).

4.3.2 Conditions of application

The Safety Pack applies in the following cases:

- Lost key;
- Damaged key;
- Damaged tires;
- Broken glass (damage to windows including sunroof).

Taking out the additional CDW and TP covers is mandatory if you wish to take advantage of this option.

4.3.3 Financial responsibility

4.3.3.1 In the event of a lost key, damaged key, damaged tires and broken glass

You will not be liable for any costs relating to lost keys or damaged keys, damaged tires or broken glass.

4.3.3.2 In the event of collision and damage

Nevertheless, you will remain liable for the "partial accident deductible" that you have taken out, as this option does not apply in the event of collision and damage referred to in paragraph 3.1.3.

4.3.3.3 In the event of theft, attempted theft or vandalism

Nevertheless, you will remain liable for the "partial theft deductible" that you have taken out, as this option does not apply in the event of theft, attempted theft or an act of vandalism referred to in paragraph 3.2.3.

4.3.4 Exclusions and limitations

In addition to the limitations mentioned above in paragraphs 1.3, 2.3, 3.1.4 and 3.2.4, the Safety Pack does not contain any exclusions.

RELATIONS CLIENTÈLE *CUSTOMER RELATIONSHIPS*

Guadeloupe - Martinique - Guyane

Service relations clientèle

BP 2386 - 97188 Jarry Cedex - Guadeloupe F.W.I.

Fax : 0590 38 18 10

✉ relationsclientele@hertzanilles.com

🌐 hertzanilles.com

✉ relationsclientele@thriftyantilles.com

🌐 thriftyantilles.com

✉ relationsclientele@dollarantilles.com

🌐 dollarantilles.com

	Collision Damage	Theft Attempted theft	Undercar damage Damage upper parts	Tarpaulin Bonnet	Tyre damage	Lost keys Damaged key	Broken glass
CDW	Partial accident deductible (CDW)	N/A	Not covered	Not covered	Not covered	Not covered	Not covered
	In the event of collision or damage, this allows the hirer to limit his or her financial liability to the amount of the partial excess purchased. If he doesn't take out this cover, his financial responsibility is equal to the total excess, which will be reduced to the vehicle's market value on the date of the accident.						
TP	N/A	Partial theft excess (TP)	Not covered	Not covered	Not covered	Not covered	Not covered
	In the event of theft, attempted theft or vandalism, this allows the hirer to limit his or her financial liability to the amount of the partial excess purchased. If the policy is not taken out the hirer's financial liability is equal to the total excess, which will be reduced to the vehicle's market value at the time of the loss.						

Coverage supplementary basic CDW and TP

 ZEN	Deductible 0€	Deductible 0€	0€	0€	0€	0€	0€
 CONFORT	Deductible 0€	Partial theft excess (TP)	Not covered	Not covered	Not covered	Not covered	Non couvert
 SÉCURITÉ	Partial accident deductible (CDW)	Partial theft excess (TP)	Not covered	Not covered	0€	Not covered	Non couvert

«Not covered» means damage that is not covered by the partial excess, such as underbody impact, impact on high parts, damage to tyres and soft tops, inappropriate road use, inappropriate use of the vehicle (ex : inappropriate fuel), keys forgotten inside the vehicle, keys damaged or lost, glass breakage, inappropriate use of the vehicle (e.g. unsuitable fuel, etc.), keys left inside the vehicle, damaged or lost keys, broken windows. In this case, the actual costs incurred are applied and invoiced up to the total excess.