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## **EMERALD CLUB PROGRAM**

**Preamble:**

This document consists of the following agreements:

1. The **Emerald Club Program Rules and Conditions (including the Mandatory Arbitration Agreement - for United States residents only)** which you will agree to when you click on the "I Accept" button during the registration for the Emerald Club.
2. The **Master Rental Contract**, with additional country-specific rental terms, for rentals in the United States, Canada, certain countries in Europe and certain countries in the Latin-American Caribbean.
  - **Residents of the United States:** You will agree to the Master Rental Contract and Mandatory Arbitration Agreement when you click on the "I Accept" button during the registration for the Emerald Club.
  - **Residents of Canada:** You will agree to the Master Rental Contract when you click on the "I Accept" button during the registration for the Emerald Club.
  - **Residents outside of the United States and Canada:** The Master Rental Contract becomes effective and is deemed to be accepted by you when you take possession of a vehicle at a Participating Rental Location in a country for which the Master Rental Contract provides local rental terms unless you sign the local rental Contract at the Participating Rental Location. The Master Rental Contract is provided here for your information.

## **Emerald Club Program Rules and Conditions**

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## **Master Rental Contract - Table of Contents**

**A. General Rental Terms and Conditions Applicable to Rentals in All Locations/Countries for which the Master Rental Contract provides Additional Local Rental Terms and Conditions**

**B. Additional Local Rental Terms and Conditions Applicable only to Rentals in United States and Canada**

**C. Additional Local Rental Terms and Conditions Applicable only to Rentals in France, Germany, Ireland, Spain and United Kingdom**

**D. Additional Local Rental Terms and Conditions Applicable only to Rentals in Belgium, Italy, Netherlands and Switzerland**

**E. Additional Local Rental Terms and Conditions Applicable only to Rentals in Costa Rica in Latin American Caribbean**

## EMERALD CLUB PROGRAM RULES AND CONDITIONS

### A. General

1. **Contracting Parties:** For customers who reside in participating countries in the European Economic Area (“EEA”), UK and Switzerland, the Emerald Club Program (“Program”) Rules and Conditions (“Contract”) is entered into between the customer enrolling into the Program (“Member”, “you”, and “your”) and EAN Data Services UK Limited, Enterprise House, Vicarage Road, Surrey, Egham TW20 9FB, which is also the data controller for all data protection related purposes. For customers who reside in a participating country outside the EEA, UK and Switzerland, the Contract is entered into between you and EAN Services, LLC, 600 Corporate Park Drive, St. Louis, Missouri 63105 (EAN Data Services UK Limited and EAN Services, LLC, as applicable, are hereinafter referred to as “Administrator”, “us” and “our”). For purposes of this Contract, the term “United States” shall mean the 50 United States, District of Columbia, and Puerto Rico.

2. **How to become a Member:** You may apply to join the Program by submitting an application form (“Application”), or by completing your Application, via our brand website [www.nationalcar.com](http://www.nationalcar.com). Before submitting your Application via our website, all information you entered into the Application will be displayed in an application summary for your examination. You may then identify and correct any input errors prior to submitting your Application. By submitting a completed Application, you submit an offer to Administrator to enroll as a Member in the Program subject to the terms and conditions of this Contract, as amended by Administrator from time to time in accordance with the terms of Section B.9. of this Contract. Administrator reserves the right to accept or reject any Application in its sole discretion. If Administrator accepts your Application, Administrator will send you an email confirming your membership in the Program (“Membership”), at which point in time you and Administrator become bound by this Contract. Administrator will send your Membership Number via email to the email address provided in your Application.

3. **Governing Language:** This Contract can only be concluded in one of the following languages: English, French, Spanish, Portuguese, Italian, and German. The version of the Contract that governs your Membership is the version corresponding to the language in which you submitted your Application. In the event of a conflict between the version of the Contract that governs your Membership and the English version, the English version will control. The terms of this Contract will be stored by Administrator after conclusion of the contract and the most recent version of the Contract will be available to you via one of our branded websites, such as [www.nationalcar.com](http://www.nationalcar.com). You may print or save a copy of the Contract before submitting your Application.

4. **Your Profile:** The information in your completed Application will be automatically entered into your Program online account on [www.nationalcar.com](http://www.nationalcar.com) (“Profile”) upon Administrator’s acceptance of your Application. You are required to provide Administrator with true, current and accurate information in your Profile, including your name, address, telephone number, email address, driver’s license and credit card information. You are required to promptly update your Profile or otherwise notify Administrator if any of the information contained in your Profile has changed. If you update your email address on your Profile at any time through a rental transaction, Administrator may rely on the updated email address for future communications under this Contract. If your Membership Number or any credit card listed in your Profile (a) is lost, stolen or invalidated, (b) you suspect it is being used without your permission, or (c) expires, you will promptly notify Administrator. It is your responsibility to notify Administrator of any such changes and Administrator is entitled to rely upon any and all information provided by you and contained in your Profile as being current and accurate. The information contained in your Profile will be part of any rental Contract you conclude as a Member with Administrator or Administrator’s affiliates or Licensees (as defined below). Administrator may update your Profile as necessary to correct contract ID numbers.

5. **Electronic Communications:** To the fullest extent permitted by applicable law, this Contract and any notices or other communications regarding your Profile, the Program, this Contract, or your Membership (“Communications”), may be provided to you electronically and you expressly agree to receive Communications in an electronic form to the most recent email address in your Profile. All Communications in either electronic or paper format will be considered to be in “writing”. *Unless you are a Member residing in the EEA, UK or Switzerland, all Communications will be considered to have been received no later than five (5) business days after dissemination, whether or not you have actually received or retrieved the Communications.* Without limiting anything contained in Section A.4. (Your

Profile), you expressly agree that it is your sole responsibility to keep your email address current and up-to-date and that Administrator may reasonably assume that any email sent by Administrator to the email address in your Profile will be received by you. Where permitted by law, your consent to receive Communications electronically is valid until you revoke your consent by terminating this Contract. *For Members residing in Spain, Administrator will confirm receipt of your acceptance of this Contract using the same means that you used to send your acceptance communication (e.g., if you used an electronic communication, Administrator will also use an electronic communication).*

*This Section A.5. does not apply to Members residing in Germany, Italy and/or Portugal. However, Administrator and you may still communicate in electronic form.*

**6. Transactional/Marketing emails:** Administrator, its affiliates and/or their agents may provide to you certain transactional and marketing emails as a benefit of Membership. Transactional emails will include, but are not limited to, confirmations of reservation requests for reservation requests made on any of the public websites of Administrator's affiliates that will be sent out directly following the placement of a reservation request. Transactional emails may also include, but are not limited to, the following: (a) reservation request reminders for reservation requests made on any of the public websites of Administrator's affiliates, (b) a monthly statement detailing your rental activity and award accruals, (c) arrival alerts containing directions and pertinent information, (d) return alerts confirming your return time and providing pertinent information regarding your return location, (e) tolls and charges, and (f) notification of an expired driver's license or credit card. To receive marketing emails, you are required to provide an explicit opt-in on the Email Specials page, in the Application, or in your Profile. You can choose to opt out of certain or all of these transactional communications and any marketing communications at any time by (i) signing in to your Profile on one of our branded websites, such as [www.nationalcar.com](http://www.nationalcar.com), or on our mobile app, (ii) calling 1-800-962-7070 (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your carrier), or (iii) contacting us through our website at one of the URLs listed in the table below this Section A.6.

COUNTRY	URL
Canada	<a href="http://nationalcar.ca/contact">nationalcar.ca/contact</a>
France	<a href="http://nationalcar.fr/nous-contacter">nationalcar.fr/nous-contacter</a>
Germany	<a href="http://nationalcar.de/kontakt">nationalcar.de/kontakt</a>
Ireland	<a href="http://nationalcar.ie/contact">nationalcar.ie/contact</a>
Spain	<a href="http://nationalcar.es/contacto">nationalcar.es/contacto</a>
United Kingdom	<a href="http://nationalcar.co.uk/contact">nationalcar.co.uk/contact</a>
United States	<a href="http://nationalcar.com/contact">nationalcar.com/contact</a>

**7. Privacy Policy of Administrator and Licensees:** All information provided by you, whether as a result of enrolling in the Program or otherwise, in connection with the Program, is subject to the terms and conditions of the privacy policies of Administrator, which are available at [www.nationalcar.com](http://www.nationalcar.com) and, for Members resident in Canada, at [www.nationalcar.ca](http://www.nationalcar.ca) (the "Privacy Policies"). Administrator reserves the right to amend either or both of the Privacy Policies from time to time, in its sole discretion. In the event of a change to a Privacy Policy, Administrator shall provide notice to Members in the manner set forth in the applicable Privacy Policy. Some rental locations in the United States, Canada, EEA, UK, Switzerland, Australia, and the Latin American Caribbean are owned and operated by independent licensees that are not controlled by Administrator or its affiliates ("Licensees"). Administrator does not control the use of any personally identifiable or payment information collected by such Licensees. Licensees are required to identify themselves (i.e., at their locations and in their agreements, sales materials, business cards, marketing materials, advertisements and other National branded materials) as "An Independent National Car Rental Licensee" or by other similar terms. Each Licensee maintains its own privacy policy ("Licensee Policy"), and Administrator is not responsible for the information practices of any Licensee to the fullest extent permitted by law. If you disagree with any of the terms and conditions of the Privacy Policies or the Licensee Policy applicable to you, you may terminate your Membership in accordance with Section B.3. below. For the purposes of applicable data protection legislation, EAN Data Services UK Limited is the data controller for Members who are residents in the EEA, UK and Switzerland.

## 8. Limitation of Liability:

### 8.1. For Members residing in any country outside of the EEA, UK or Switzerland:

Administrator shall not be liable to Member for any incidental, indirect, consequential, special, or punitive damages, or lost profits, goodwill, savings, or use, of any kind or nature arising out of, or relating to the performance, breach, or termination of this Contract, the Program, or any services, whether such damage or loss is foreseeable or not, whether Member has been advised of the possibility thereof or not, and whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise.

**8.2. For Members residing in Australia:**

The limitation of liability set forth in Section A.8.1. above is subject to any rights Member may have to compensation for loss under any applicable statutory guarantees or any other applicable laws which cannot be limited or excluded. This Contract must be read subject to those statutory provisions.

**8.3. For Members residing in the EEA, UK and Switzerland:**

In no event shall Administrator be liable to Members for any indirect, incidental or consequential damages or any loss or damage which is not within the reasonable control of Administrator; provided, however, nothing in this Contract shall exclude or limit Administrator's liability for (a) the tort of deceit; (b) death or personal injury caused by negligence; or (c) any liability which cannot be excluded or limited by law.

**B. Emerald Club Program**

**1. Eligibility:** Because of the nature of the services offered in the Program, you must be at least twenty-one (21) years old to enroll as a Member. If you are not twenty-one (21) or over, you cannot enroll in the Program, and Administrator will reject your Application. Members may not maintain more than one Profile (including any profiles that may replace or succeed the Profile under this Membership). Only one individual may be enrolled per Profile (or succeeding profile). In the event more than one Profile is assigned to the same Member, Administrator, in its sole discretion, may dissolve the duplicate Profile and terminate Membership for this duplicate Profile and transfer rental credits and Free Days to the remaining account (excluding any enrollment or other bonuses that can only be earned a single time per Member as specified in the applicable promotion terms and conditions). The Program is void where prohibited or restricted by law.

**2. Rental Contracts:** Membership does not guarantee your ability to rent vehicles from Administrator's affiliates or Licensees. All rentals remain subject and subordinate to availability and any applicable qualifications and rental conditions. For example, the minimum or maximum age to rent may vary by country. In addition, all reservation requests are non-binding for Member and the corresponding affiliate or Licensee of Administrator. There is no no-show penalty for Member; additionally, the corresponding affiliate or Licensee of Administrator does not have any duty or obligation to keep any reserved vehicles available.

**3. Enrollment and Termination of Membership:**

3.1. Membership commences when Administrator confirms your Membership ("Enrollment Date") as governed in Section A.2. and remains in effect until (a) you terminate your Membership, or (b) Administrator terminates your Membership, each as further set out below in this Section B.3. In case of a termination of Membership, Member is no longer eligible to earn or redeem rental credits or Free Days (except as provided in Section B.3.6. below). No payment or other monetary consideration is required for Membership.

3.2. Member has the right to terminate Membership at any time for any reason or no reason at all by giving notice to Administrator in accordance with one of the following options: by (i) calling one of the numbers listed in the table below this Section B.3.2. (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your carrier), (ii) by contacting us by mail at National Car Rental, Member Services, 600 Corporate Park Drive, St. Louis, Missouri 63105, or (iii) contacting us through our website at one of the URLs listed in the table below this Section B.3.2. Termination of Membership is effective immediately upon receipt of such notice by Administrator.

COUNTRY	PHONE NUMBER	URL
Canada	844 307 8016	<a href="http://nationalcar.ca/contact">nationalcar.ca/contact</a>

France	0805 54 25 60	nationalcar.fr/nous-contacter
Germany	0800 000 6727	nationalcar.de/kontakt
Ireland	+353 1800 946 541	nationalcar.ie/contact
Spain	900 816 486	nationalcar.es/contacto
United Kingdom	0800 587 0904	nationalcar.co.uk/contact
United States	800 962 7070	nationalcar.com/contact

3.3. Administrator reserves the right to terminate a Membership at any time for any reason or no reason at all, in Administrator's sole discretion, by giving written notice (including electronic notice) to such Member pursuant to Section A.5. above. Termination of Membership is effective upon five (5) business days after dissemination of the required notice. *For Members residing in Germany, termination of Membership by Administrator is effective two (2) weeks after receipt of the required notice by Member. For Members residing in Canada, Administrator may terminate Membership upon sixty (60) days' notice pursuant to Section A.5. above.*

3.4. Termination of Membership also terminates this Contract as between the terminated Member and Administrator, effective at the same time as termination of Membership, provided however that Sections B.12., B.13., B.14., and B.15. shall survive any termination of Membership, this Contract, or the Program.

3.5. In case of termination of Membership of a Member residing in any country other than Austria, Denmark or Germany, (a) any and all rental credits and Free Days (whether earned or received by way of transfer in accordance with Section B.5.3. below) prior to the effective date of termination will be forfeited and cease to be valid immediately upon the effective date of termination (irrespective of the validity periods set out in Section B.6. below), (b) Member can no longer redeem any rental credits or Free Days, and (c) Member's Profile will be dissolved and will no longer be accessible for Member, unless otherwise expressly stipulated in this Contract.

3.6. *In case of termination of Membership of a Member residing in Austria, Denmark, or Germany, (a) Member's rental credits and Free Days shall remain valid for the time period set out in Section B.6. below, (b) rental credits earned pursuant to an Eligible Vehicle Rental booked prior to the effective date of the termination may be eligible for conversion into Free Days pursuant to the terms of Section B.5. below and are subject to the validity rules set forth in Section B.6. below, and (c) Member's Profile will be dissolved and will no longer be accessible for Member.*

3.7. In addition to any other rights it may have under this Contract or applicable law, Administrator reserves the right to terminate, restrict, suspend or amend the Program at any time and for any reason in its sole discretion. Termination of the Program also automatically terminates Membership and this Contract. In jurisdictions where termination of Membership by Administrator requires a notice to Member, the terms of Sections B.3.3. to B.3.6. will apply.

3.8. In jurisdictions where the Administrator has the right to terminate for good cause with immediate effect, such right remains unaffected. Good cause includes, but is not limited to, cases of fraudulent activity or abusive behavior by a Member. When Administrator terminates Membership for good cause, the termination becomes effective upon receipt of the termination notice by Member in accordance with Section A.5. of this Contract.

#### **4. Membership Level**

4.1. The Program has three Membership levels: Emerald Club, Emerald Club *Executive*, and Emerald Club *Executive Elite*. Members attain their Membership level based upon the number of "Eligible Vehicle Rentals". An "Eligible Vehicle Rental" is defined as all types of passenger vehicle rentals from Participating Rental Locations (as defined in Section B.4.2.) except the following types of rentals: (i) rentals on rate plans for company accounts (using a Corporate ID) that do not allow employees to participate in award programs; (ii) insurance replacement rentals; (iii) dealer replacement, body shop or fleet replacement rentals; (iv) rentals booked under an employee discount rate by employees of Enterprise Holdings, Inc., its affiliates, or subsidiaries, or family members of such employees, Licensees, or Licensees' employees; (v) rentals for which a Member chooses to receive mileage, credits or points for a Partner Rewards Program in accordance with Section B.4.3.; (vi) rentals that are part of a tour package or booked via an opaque travel website; (vii) rentals through a broker; (viii) rentals prepaid via third parties; (ix) rentals from Enterprise Truck Rental locations that used a commercial or government account

number or contracted rates; (x) rentals from Enterprise CarShare locations; (xi) rentals through Commute with Enterprise; or (xii) rentals through Subscribe with Enterprise. Items (i) through (v) above are collectively defined as “Special Vehicle Rentals.”

**4.2. Participating Rental Locations:** “Participating Rental Location” is defined as all National Car Rental and Enterprise Rent-A-Car brand rental locations in the United States, Canada, Mexico, Australia, and the European, Asia Pacific, and Latin American Caribbean countries for which the Master Rental Contract provides Local Rental Terms and Conditions, except for any rental locations in those countries that are identified as being excluded on <http://www.nationalcar.com>. A current list of all Participating Rental Locations may be found on <http://www.nationalcar.com>.

**4.3. Associated Partner Rewards or Frequent Traveler Programs:** Members may choose to earn frequent flyer miles, hotel points or other rewards offered in connection with our partners (each a “Partner Rewards Program”) for Eligible Vehicle Rentals instead of earning rental credits under the Program. In the event that Member enrolls in certain Partner Rewards Programs, Member hereby authorizes Administrator to collect applicable frequent traveler recovery fees (“Frequent Traveler Recovery Fees”) as further specified to Member in the enrollment process or if Member modifies their Profile to add a Partner Rewards Program. A list of the Frequent Traveler Recovery Fees collected by Administrator is available at [nationalcar.com](http://nationalcar.com). The Frequent Traveler Recovery Fees apply to Eligible Vehicle Rentals in the United States and Canada when Member chooses to earn miles/points/rewards in certain Partner Rewards Programs instead of rental credits under the Program. The Frequent Traveler Recovery Fees must be paid by Member at the time of rental. The Frequent Traveler Recovery Fees offset a portion of the expense paid by Administrator to the applicable Partner Rewards Program when Administrator purchases said miles/points/rewards. The fees may be in addition to any other fees or charges the Partner Rewards Program may impose in connection with Member’s use or redemption of any earned miles, points or other form of reward. Member may also be subject to additional restrictions and rules imposed by each Partner Rewards Program. Member is responsible for understanding and complying with the rules, restrictions, and terms and conditions imposed by each such Partner Rewards Program.

**5. Rental Credits and Free Days**

**5.1. Rental Credits:** Members will receive one rental credit for each Eligible Vehicle Rental of up to seven (7) consecutive days. For Eligible Vehicle Rentals longer than seven (7) consecutive days, Member will receive one additional rental credit for every four (4) additional consecutive days of the same Eligible Vehicle Rental. Rental credits will be issued at the completion of each Eligible Vehicle Rental and electronically stored in the Members’ Profile. Rental credits do not constitute property of a Member and cannot be redeemed for cash or other value at any time including upon termination of Membership.

Examples:

<u>Eligible Vehicle Rental Days</u>	<u>Total Rental Credits</u>
1-7	1
8-11	2
12-15	3
16-19	4

Consecutive, multiple, or overlapping rentals in the same Participating Rental Location do not qualify as additional consecutive days for purposes of receiving additional rental credits. No rental credits will be issued for rentals that are not Eligible Vehicle Rentals.

**5.2. Free Days:** Rental credits will, depending upon Membership level, be automatically converted to free rental days (“Free Days”) (optional products, taxes and fees are not included):

<u>Membership Level</u>	<u>Rental Credits Needed for One Free Day</u>
Emerald Club	7 (Valid for up to a mid-sized rental vehicle)
Emerald Club <i>Executive</i>	6 (Valid for up to a full-size rental vehicle)



Emerald Club <i>Executive Elite</i>	5 (Valid for any car class except Trucks and exotic vehicles)
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Different thresholds may apply for certain Members depending upon where they reside. Please refer to your supplemental information for details. Free Days do not qualify for rental credits but will qualify toward Membership levels. Member is responsible for all fees and taxes applicable to the rental credits and Free Days the Member earns under the Program. Payment for such fees and taxes shall be the sole responsibility of the Member. No paper certificates will be issued for Free Days, instead, Free Days will be retained in your Profile. Free Days earned by a Member do not constitute property of such Member and cannot be redeemed for cash or other value at any time including upon termination of Membership.

**5.3. Transfer of Rental Credits and Free Days:** Rental credits are non-transferable. Free Days are transferable to immediate family members of Member (e.g., a spouse or domestic partner, child over the age of 21, and parent) irrespective of their Membership. Members may transfer up to three (3) Free Days per calendar year. Once transferred, Free Days cannot be returned to Member's account. No paper certificates will be issued for transferred Free Days, instead the recipient will receive an email with a coupon code reflecting the transferred Free Days. Transferred Free Days will be deleted from your Profile and will be allocated to the immediate family member of the Member. Transferred Free Days are valid for one (1) year from the original month of transfer. Free Days received by a transferee do not constitute property of such transferee and cannot be redeemed for cash or other value. Notwithstanding the foregoing, the termination of the Contract, Program or Membership can affect the validity of the transferred Free Days as set out in Sections B.3.5. and B.3.6.

**5.4. Redemption of Free Days (including transferred Free Days):** Free Days, including Free Days transferred in accordance with Section B.5.3., may be redeemed electronically subject to the Member's Program ID when submitting a reservation request for a vehicle on our branded website at [www.nationalcar.com](http://www.nationalcar.com) as well as at the National mobile app or call 1-800-CARRENT (1-800-227-7368) (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your carrier) to make an Eligible Vehicle Rental reservation request. For telephone reservation requests, Member must state Member's Emerald Club ID and indicate that Member intends to redeem Free Days for such vehicle rental. Administrator may also require the usage of different methods of redemption as necessary from an operational perspective. Free Days can be used on National Car Rental Brand reservation requests at participating National Car brand rental locations in the United States, Canada, Australia, the Asia Pacific Region, the Latin American Caribbean (and, in Europe, for National Car rental brand reservations serviced by Enterprise). Free Days can be used on Enterprise Rent-A-Car Brand reservation requests at participating neighborhood Enterprise brand rental locations in the United States, Canada, and Europe. Members may redeem Free Days for periods of no longer than seven (7) Free Days per rental transaction. Customers may redeem transferred Free Days for periods of no longer than three (3) Free Days per rental transaction. Free Days cover the time and mileage (base) rate for a vehicle rental only ("Net Rental Costs") and explicitly exclude the charges identified in Section B.5.5 below. *In the EEA, UK and Switzerland, Net Rental Costs may also include additional products and services (such as GPS, additional driver, etc.) as indicated during the reservation process.* The Net Rental Costs vary depending on the Participating Rental Location, type of vehicle rental, availability of the vehicle, length of the vehicle rental, and rental date.

**5.5. Additional charges:** If Member redeems Free Days for a vehicle rental as described above, the following charges are not included in the Net Rental Costs and Member must pay them separately: (i) taxes, assessments, use fees or other governmentally imposed, authorized or permitted surcharges or pass-throughs, (ii) license recoupment fees, airport fees and concession recoupment fees, (iii) service charges and fees, (iv) vehicle license recovery fees, (v) damage waiver, the cost of optional insurance products, fuel charges, optional upgrades, underage driver's fees, infant seats or other optional items, (vi) charges or drop-off charges for one way rentals, and (vii) tolls or parking violations. Payment for each of these items shall be the sole responsibility of Member.

**6. Validity of rental credits and Free Days:**

**6.1. Validity of rental credits:** Rental credits remain valid so long as the Member retains valid Membership and expire and are forfeited upon termination of the Membership for any reason.

**6.2. Validity of Free Days:** For Members residing in any country other than Austria, Denmark, Germany, or Canada, Free Days will expire and be forfeited upon the earlier of (a) December 31 of the year following the year in which they were earned or (b) termination of Membership for any reason.

**6.3 Additional Restrictions:** The Program is a loyalty rewards program. Any rewards or other accrued benefits earned hereunder, including Rental credits and Free Days, do not constitute property of a Member and cannot be redeemed for cash or other value.

*For Members residing in Austria, Denmark or Germany, Free Days will expire and be forfeited after 36 months, starting on December 31 of the year in which they were earned. In case of termination by Administrator for good cause pursuant to Section B.3.8. above, Free Days will expire and be forfeited immediately on the effective date of termination.*

*For Members residing in Canada, Free Days will expire and be forfeited upon the earlier of (i) termination of the Membership for any reason or (ii) the Member's inactivity for a period of twelve (12) consecutive months (i.e., no rental credits are earned and no Free Days are redeemed).*

## 7. Membership Tier Levels

**7.1. Membership Tier Level:** The Program has three Membership Tier Levels: Emerald Club, Emerald Club *Executive*, and Emerald Club *Executive Elite*. Members attain their Membership Tier Level based upon the number of (i) Eligible Vehicle Rental Transactions or Special Vehicle Rental Transactions and/or (ii) rental days attributable to Eligible Vehicle Rental Transactions or Special Vehicle Rental Transactions. If a Member chooses to earn frequent flyer miles, hotel points or other rewards offered in connection with our Partner Rewards Program instead of earning rental credits under the Program (see Section B.4.3. above), those Eligible Vehicle Rental Transactions or Special Vehicle Rental Transactions will still be considered for the determination of Membership Tier Level as stipulated in Section B.7.2. below.

An "Eligible Vehicle Rental Transaction" or "Special Vehicle Rental Transaction" is defined as the conclusion of a rental contract with a Participating Rental Location for an Eligible Vehicle Rental or Special Vehicle Rental, as applicable, under one reservation number and/or rental number, irrespective of the number of rental days.

**7.2. Determination of Membership Tier Level:** Membership Tier Levels are determined as follows on a calendar year basis:

<u>Membership Tier Level</u>	<u>Eligible Vehicle Rental Transaction and/or Special Vehicle Rental Transaction</u>	<u>Rental days of an Eligible Vehicle Rental and/or Special Vehicle Rental at a Participating Rental Location:</u>
Emerald Club <i>Executive</i>	12-24	40-84
Emerald Club <i>Executive Elite</i>	25+	85+

Members will be re-tiered periodically throughout each calendar year. When a Member qualifies for a higher Membership Tier Level, Administrator will send materials to Member based on the higher Membership Tier Level. In February of each calendar year, Administrator will send new materials to each Member whose account activity in the prior year was insufficient to maintain their Membership Tier Level.

**7.3. Benefits of Membership Tier Levels Emerald Club *Executive* and Emerald Club *Executive Elite*:** Such Members will also be charged the rate for the next lower car class when renting a full-size through luxury vehicle (excluding specialty vehicles) from Participating Rental Locations.

**8. Fraudulent Activity:** If Members attempt to buy, sell, earn or redeem rental credits in a fraudulent way or in a way that contravenes this Contract, Administrator may, in its sole discretion, terminate their Membership in accordance with Section B.3.8. The Program is intended to benefit individuals rather than companies. Members may use rental credits for any personal or business purposes they choose. For purposes of administering the Program, it is considered fraudulent and abusive for Members to use a single Profile for the purpose of accumulating rental credits for company use.

**9. Trademarks, Logos and Service Marks:** “Emerald Club”, “Emerald Club Program”, “National Car Rental” and all associated trademarks, logos and service marks, along with the contents, structure, and features of the Program (“Administrator Intellectual Property”) are the exclusive property of Administrator and its affiliates. Nothing contained in this Contract or by your enrollment or Membership should be construed as granting, by implication, estoppel, or otherwise, any license, interest or right in or to any of the Administrator Intellectual Property.

#### **10. Changes and Amendments of the Program or this Contract:**

10.1. The terms of this Contract and the benefits of the Program may change and evolve over time. To the fullest extent permitted by law and without prejudice to any statutory rights, Administrator reserves the unilateral right to change or otherwise amend any provision(s) of this Contract and/or the Program in its sole discretion at any time by providing notice to Member in accordance with Section A.5. of the Contract set forth above, unless otherwise expressly stipulated in this Contract or by law. Any such change or other amendment of this Contract or Program will become effective five (5) business days after dissemination of the notice unless otherwise expressly stipulated in this Contract. You may obtain a free copy of the latest version of the Contract by visiting our website [www.nationalcar.com](http://www.nationalcar.com) or by calling National Car Rental, Member Services, 600 Corporate Park Drive, St. Louis, Missouri 63105, at 1-800-962-7070, seven days a week, 8:00 a.m. – 8:00 p.m. Eastern Standard Time (depending on your country of residence, this call may be an international call, and may be subject to the relevant charges depending on your operator). Administrator may, for purposes of providing an additional, non-obligatory method of notice to Members, notify Members of changes to this Contract or the Program when Members first access their Profile following a change. Such additional notice, and Member’s subsequent indication of acceptance, will have no impact on the effective date of the amended version of this Contract.

10.2. Members must terminate their Membership in accordance with Section B.3.2 and forfeit any and all accrued rental credits and Free Days (unless otherwise specified in this Contract) in order to decline any changes, or other amendments of this Contract or the Program, unless otherwise expressly stipulated in this Contract.

10.3. *For Members residing in Canada, the Administrator specifically reserves the right, upon notice, to unilaterally amend the provisions of this Contract and/or the Program regarding: the terms of Membership including enrollment and membership conditions, restrictions and sanctions; the nature of the Program; communications; the accumulation, redemption, expiry, cancellation or characteristics of rental credits or Free Days; the termination of the Program or Membership, or the subjects under this Contract that may be amended and the manner of doing so. The Administrator will give at least 60 days’ notice of any changes to this Contract or the Program and specify the pending changes. If a Member does not accept any change, Member may terminate Membership in the Program by providing notice in accordance with this Contract.*

10.4. *For Members residing in Argentina, Austria, Belgium, Chile, Costa Rica, Denmark, Mexico, Portugal, Sweden, and Switzerland, the changed or amended version of this Contract and/or the Program will only become effective if Member consents to the changes or amendments to the Contract. If Member does not consent, the previous version of this Contract and/or the Program remains applicable for such Member provided, however, Administrator’s right to terminate Membership or the Program pursuant to Section B.3. shall remain unaffected.*

10.5. *For Members residing in Germany:*

- 10.5.1. *This Contract and/or Program may be changed or amended by Administrator if*
- (a) the changes or amendments are necessary (i) due to a change in the applicable legislation or case law of the supreme courts or (ii) for clarification purposes to remove existing ambiguities in this Contract and/or the Program, and*
  - (b) the changes or amendments are necessary to avoid an unreasonable disadvantage to the Administrator that could not be foreseen at the time the parties entered into this Contract.*

*The changed or amended Contract and/or Program shall become effective two (2) weeks after given notice by Administrator.*

- 10.5.2. *This Contract and/or Program may be changed or amended by Administrator in all other cases if*
- (a) the changes or amendments are reasonable and appropriate, taking Members' interests into account,*
  - (b) Administrator provides Member with notice of the changes or amendments six (6) weeks prior to the date on which the changes or amendments shall become effective, informing Member of (i) the details of the changes or amendments, (ii) Member's right to object, and (iii) the potential consequences of objecting to the changes or amendments, and*
  - (c) Member does not object to the changes or amendments within such six (6) week period.*

*If Member objects to the changes or amendments, the previous version of this Contract and/or Program remains applicable for such Member.*

- 10.5.3. *Notwithstanding anything to the contrary in Sections 10.5.1. or 10.5.2., this Contract and/or Program may be changed or amended by Administrator if Member consents to the changed or amended version of this Contract. If Member does not consent, the previous version of this Contract and/or the Program remains applicable for such Member.*

- 10.5.4. *Administrator's right to terminate Membership or the Program pursuant to Section B.3. shall remain unaffected.*

11. **Force Majeure:** Administrator may suspend or terminate the Program as a result of a force majeure event, including but not limited to fire, flood, earthquake, elements of nature or acts of God, labor strikes, or social or political disruptions that prevent Administrator from fulfilling its obligations under this Contract.

**12. DISPUTE RESOLUTION PROVISION - MANDATORY ARBITRATION AGREEMENT (UNITED STATES RESIDENTS ONLY): YOU AND ADMINISTRATOR EACH WAIVE THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND ADMINISTRATOR AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ADMINISTRATOR'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "YOU" ALSO INCLUDES ANY OF YOUR AGENTS, BENEFICIARIES, ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ADMINISTRATOR" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. YOU AND ADMINISTRATOR AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS A PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of this Contract or the Master Rental Contract. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against you only and is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims against or by a third-party insurance company ostensibly providing coverage to you or any AAD or the application of Administrator's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.**

(1) **Procedure:** A party must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Administrator should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If you and Administrator do not resolve the claim within thirty (30) days after the Notice is received, a party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this Contract. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will

conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or Administrator that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at [www.adr.org](http://www.adr.org). Except as required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any dispute or arbitration hereunder without the prior written consent of both parties.

(2) **Arbitrator's Authority:** The arbitrator is bound by the Contract, this Dispute Resolution Provision, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Contract, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party's individual claim.

(3) **Arbitration Costs:** You will be responsible for your share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees you would incur if the claims were filed in court. Administrator will be responsible for all additional arbitration fees. You are responsible for all other costs/fees that you incur in arbitration, e.g., fees for attorneys, expert witnesses, etc. You will not be required to reimburse Administrator for any fees unless the arbitrator finds that the substance of your claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Administrator may seek reasonable attorney's fees. Administrator will pay all fees and costs it is required by law to pay.

(4) **Governing Law and Enforcement:** Notwithstanding anything in this Contract, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1-16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of the Dispute Resolution Provision remains in full force and effect. Provided, however, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

**13. DISPUTE RESOLUTION PROVISION - MANDATORY ARBITRATION AGREEMENT (CANADIAN RESIDENTS ONLY): UNLESS PROHIBITED BY APPLICABLE LAW, YOU AND ADMINISTRATOR EACH WAIVE THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND ADMINISTRATOR AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO ADMINISTRATOR'S PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "YOU" INCLUDES ANY OF YOUR AGENTS, BENEFICIARIES, ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "ADMINISTRATOR" INCLUDES ANY OF ADMINISTRATOR'S EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND ITS SERVICE PROVIDERS AND MARKETING PARTNERS. YOU AND ADMINISTRATOR AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY. This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of this Contract or the Master Rental Contract. However, the parties agree that either party may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court, is made on behalf or against you only and is not made part of a class action, or other representative collective action. The parties also agree that claims involving a third-party insurance company ostensibly providing coverage to you or any AAD or the application of Administrator's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.**

(1) **Procedure:** A party must send a written Notice of Dispute (“Notice”) describing (a) the nature and basis of the claim; and (b) the relief sought, to the other party. The Notice to Administrator should be addressed to: Baker & McKenzie LLP, Brookfield Place, Suite 2100, 181 Bay Street (PO Box 874), Toronto, Ontario Canada – M5J 2T3 (“Notice Address”). If you and Administrator do not resolve the claim within thirty (30) days after the Notice is received, either party may commence an arbitration by filing a Notice of Arbitration with the International Centre for Dispute Resolution Canada (“ICDR Canada”) pursuant to its ICDR Canada Arbitration Rules. Claims will be resolved pursuant to the ICDR Canada’s Arbitration Rules in effect at the time of the Notice of Arbitration, as modified by this Contract. The number of arbitrators shall be one. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request of a party that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient for both parties. If the parties are unable to agree on a location, such determination shall be made by the arbitrator or ICDR Canada. The ICDR Canada Rules are available online at [www.icdr.org](http://www.icdr.org). The language of the arbitration shall be English. Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

(2) **Arbitrator’s Authority:** The arbitrator is bound by the Contract, this Dispute Resolution Provision, the applicable domestic arbitration act (“Domestic Arbitration Act”) and ICDR Canada’s Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of the Contract, including whether it is void. The parties agree that the arbitrator’s decision and award will be final and binding. The arbitrator can award the same damages and relief as a court, but only in favor of an individual party and for a party’s individual claim.

(3) **Arbitration Costs:** You will be responsible for your share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees you would incur if the claims were filed in court. Administrator will be responsible for all additional arbitration fees. You are responsible for all other costs/fees that you incur in arbitration, e.g., fees for attorneys, expert witnesses, etc. You will not be required to reimburse Administrator for any fees unless the arbitrator finds that the substance of Member’s claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, ICDR Canada Rules will govern the payment of all fees, and Administrator may seek reasonable attorney’s fees. Administrator will pay all fees and costs it is required by law to pay.

(4) **Governing Law and Enforcement:** The Domestic Arbitration Act of the provincial or territorial judicial district of the rental location applies to this Dispute Resolution Provision and governs whether a claim is subject to arbitration. If any portion of the Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of the Dispute Resolution Provision remains in full force and effect. Provided, however, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

14. **Applicable Law:** For Members residing outside the EEA, UK and Switzerland (except for Australia and Canada), this Contract shall be governed, construed and interpreted in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any other jurisdiction.

*For members residing in the EEA, UK and Switzerland, this Contract shall be governed, construed and interpreted in accordance with the laws of the country in which Member resides. This shall be subject to the exclusive jurisdiction of the courts of the country in which Member resides for the resolution of any disputes arising out of this Contract.*

*For members residing in Australia, this Contract shall be governed, construed and interpreted in accordance with the laws of New South Wales, Australia without giving effect to any choice or conflict of law provision or rule (whether of New South Wales or any other jurisdiction) that would cause the application of laws of any other jurisdiction. This Contract shall be subject to the exclusive jurisdiction of the courts of the state or territory in which Member resides for the resolution of any disputes arising out of this Contract.*

*For Members residing in Canada, this Contract shall be governed, construed and interpreted in accordance with the laws of the province in which Member resides and the laws of Canada applicable*

therein. To the extent to which Section B.13. is prohibited by applicable law, this Contract shall be subject to the exclusive jurisdiction of the courts of the province in which Member resides for the resolution of any disputes arising out of this Contract.

Notwithstanding the foregoing, the Master Rental Contract shall be governed by the laws of the jurisdiction in which Member picks up the vehicle. In the event of a conflict between the governing law or dispute resolution provisions of this Contract and the Master Rental Contract, the provisions of the Master Rental Contract shall control.

15. **Severability:** If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions herein will remain in full force and effect and will be liberally constructed to effectuate the purpose and intent of this Contract.

16. **Questions:** In case of complaints, comments or questions please contact our customer service center through our website at one of the URLs listed in the table below this Section B.17. or at National Car Rental, Member Services, 600 Corporate Park Drive, St. Louis, Missouri 63105, Telephone: (800) 962-7070 seven days a week, 8 am – 8 pm EST.

COUNTRY	URL
Canada	<a href="http://nationalcar.ca/contact">nationalcar.ca/contact</a>
France	<a href="http://nationalcar.fr/nous-contacter">nationalcar.fr/nous-contacter</a>
Germany	<a href="http://nationalcar.de/kontakt">nationalcar.de/kontakt</a>
Ireland	<a href="http://nationalcar.ie/contact">nationalcar.ie/contact</a>
Spain	<a href="http://nationalcar.es/contacto">nationalcar.es/contacto</a>
United Kingdom	<a href="http://nationalcar.co.uk/contact">nationalcar.co.uk/contact</a>
United States	<a href="http://nationalcar.com/contact">nationalcar.com/contact</a>

For Non-U.S./Non-Canadian Residents: The below Master Rental Contract becomes effective and is deemed to be accepted by you when you take possession of a vehicle in a country for which the below Master Rental Contract provides country-specific rental terms and conditions.

For U.S./Canadian Residents: You will agree to the below Master Rental Contract including the Mandatory Arbitration Contract when you click on the "I Accept" button during the registration for the Emerald Club.

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## MASTER RENTAL CONTRACT

### **A. General Rental Terms and Conditions Applicable to Rentals in All Locations**

- 1. Scope of Contract:** If you rent a car in the United States, Canada or a participating location in Europe or the Latin American Caribbean at a National Car Rental location as an Emerald Club Member by



providing your Emerald Club number at the time of making a rental car reservation request, the car rental will be subject to (a) the following Master Rental Contract Terms and Conditions including any additionally applicable country or state- specific rental terms set forth below or provided at the time of rental, (b) the information provided by you in the Emerald Club Profile ("Profile"), (c) any optional product brochures provided to you in connection with this rental and (d) each of the location specific disclosures, notices and terms that are contained below for rentals in the US., Canada or a participating location in Europe or the Latin American Caribbean or provided at the time of rental (together the "Rental Contract"). (e) Renter agrees by Renter's signature on the Rental Agreement Summary (the "Summary"), or by clicking the "I Accept" button at a rental kiosk or via an internet rental, or via online-check-in that Renter has read, is aware of, and accepts full responsibility for and is bound by the terms and conditions contained in the Summary and these Additional Terms and Conditions (collectively the "Contract"), any optional product brochures provided to Renter in connection with this rental, and, for kiosk renters, the Summary, and, for internet renters, the Reservation Details, hereof for the Rental Period. In case of a conflict between a provision in the General Rental Terms and Conditions Applicable to Rentals in All Locations set out in this Chapter A and a provision in any of the country or state-specific rental terms set out in the Chapters B, C, D, or E the provision in the country or state-specific rental terms in the Chapters B, C, or D shall prevail. The Rental Contract will be subject to the laws of the relevant state in the United States, relevant province in Canada, or a participating location in Europe or the Latin America Caribbean, as applicable. The Rental Contract is available in English language and certain other languages. In the event of a conflict between the version of the Rental Contract in the English language and the version of the Rental Contract in any other language, the version of the Rental Contract in the English language shall prevail, unless otherwise stated in the country or state-specific rental terms in the Chapters B, C, D, or E.

**2. Contracting Parties:** The Rental Contract is between the person renting the car (hereinafter "Renter") and one of the direct or indirect subsidiaries of Enterprise Holdings, Inc., as listed in Section 27, below, or an independent National Car Rental licensee ("Licensee") from which you rent the car, or any of their successors and/or assigns (hereinafter collectively, "Owner") as identified to the Renter. The Rental Contract shall only apply to and cover vehicle rentals by Owner to a customer from a rental facility which is operated under the "National Car Rental" brand name and shall not apply to or cover vehicles under the Alamo Rent A Car or Enterprise Rent-A-Car brand names except in the case of a Fixed Based Operator delivery as set out in Section 10, below.

**3. Conclusion of Rental Contract :** If you are a resident of the U.S. or Canada, the Rental Contract will be binding on you when you click on the "I Accept" button during the registration for the Emerald Club thereby confirming that you have read, are aware of, and will accept full responsibility for and are bound by the terms and conditions contained in this Master Rental Contract. *If you are a resident outside of the U.S. or Canada, the Rental Contract becomes effective and is deemed to be accepted by you when you take possession of a vehicle in the US, in Canada or at a participating location in Europe or in the Latin American Caribbean at a National Car Rental location, thereby confirming that you have read, are aware of, and will accept full responsibility for and are bound by the terms and conditions contained in this Rental Contract .*

**4. Third party billing; verification:** Renter expressly acknowledges that Renter and Owner are the only parties to this Rental Contract, notwithstanding that a reservation for vehicle may have been arranged by a third party on behalf of the Renter; that a third party may pay for all or part of the rental bill; and/or that a third party may negotiate certain terms of the rental, including but not limited to the type of vehicle, length of rental, rental rate and/or selection of optional products on behalf of the Renter. For matters arising from this Rental Contract, Renter authorizes Owner to verify and/or obtain, through credit agencies or other sources, Renter's personal, credit and/or insurance information. Except as described in Section A.1., this Rental Contract is the entire agreement between Renter and Owner and cannot be altered by another document or oral agreement unless agreed to in writing and signed by Renter and Owner.

**5. Reservations :** Renter shall make rental reservations prior to pick up. When making rental

reservations, Renter shall inform Owner of Renter's membership number. Renter must present a valid driver's license at the time of rental. If Renter is unable to present a valid driver's license because of a disability or visual impairment, Renter may rent a vehicle when accompanied by a designated driver, who must present a valid driver's license and meet minimum age restrictions. A valid credit card issued in Renter's name must be presented upon its initial use at time of rental or if requested by Owner. If Renter is an eligible renter under a commercial account agreement with Owner and provides Owner with that account's name ("Account") and contract I.D. number when making a reservation, Renter will be charged at the Account's commercial rate. If Renter is ineligible to rent under a commercial account agreement, Renter will be charged at the prevailing retail market rate.

**6. Correspondence** : Renter confirms that the name and email address Renter has provided in Renter's Profile are correct, and consents that any correspondence, notices or emails will be sent to Renter in accordance with (i) Section 5 and 6 of Chapter A of the Emerald Club Program Rules and Conditions and (ii) applicable Renter Contracts.

**7. Renter Profile** : Renter agrees that Owner may rely on all options selected by Renter as contained on Renter's Profile, which apply to all rental transactions made by Renter under the Emerald Club Program. Renter may change options and information for future rental transactions under this Program by changing the options and information entered into the Profile at [www.nationalcar.com](http://www.nationalcar.com) or by sending Administrator a Rental Contract Profile Change Form at National Car Rental, Attn: Marketing, 600 Corporate Park Drive, St. Louis, MO 63105, indicating the changed options and information in writing. Administrator may update Renter's Profile as necessary to correct contract ID numbers.

**8. Credit cards** : Renter further agrees to notify Administrator if Renter's credit card or any credit card listed in Renter's Profile is (1) lost, stolen or invalidated, or (2) or if Renter suspects that it is being used without permission, or (3) expires.

**9. Reservations in excess of thirty days** : If the reservation is for a period in excess of thirty (30) consecutive days, such reservation shall be governed by the following terms and conditions. Such reservation shall consist of consecutive rentals for individual terms of no more than thirty (30) days each ("Rental Period"), but consecutively lasting for a period of time equal to the reservation period ("Reservation Period"). Each Rental Period is a separate rental, distinct from any other Rental Period during the Reservation Period. Owner will designate a separate rental number for each Rental Period. Each rental during the Reservation Period will be charged the same time and mileage rate as set forth in the reservation for the initial Rental Period; however, Renter acknowledges that taxes, fees, and other charges contained in the reservation for initial Rental Period may be subject to change during subsequent Rental Periods. Renter acknowledges that at any time Renter agrees to a revised Rental Contract, such revised Rental Contract will govern each remaining Rental Period. Renter further acknowledges Renter may terminate the balance of the Reservation Period at any time, without penalty, effective at the end of any Rental Period by returning Vehicle to Owner. Terminating the remaining Reservation Period effective within a Rental Period may lead to early termination charges as specified in the reservation for such rental, but only with respect to the remainder of the then-current Rental Period. Renter will be charged for each Rental Period as it commences. Renter must (A) notify Owner at the end of each Rental Period of the Vehicle's then-current mileage, and (B) must exchange the Vehicle upon Owner's request.

**10. Fixed Based Operator Deliveries** : If requested when reserving a vehicle by Renter who (a) has established a commercial account with Owner and has been issued a valid business rental contract I.D. number and (b) has a completed Renter Profile with coverage preferences selected, Owner will deliver or cause to be delivered a rental vehicle to any Fixed Based Operator airport facility ("FBO") located within 50 miles of a National facility. The delivery of a vehicle to an FBO is subject to: (a) payment of any delivery and collection fee, (b) payment of a no-show fee if such Renter fails to show up for such reservation, (c) the individual FBO rules and regulations regarding delivery of rental vehicles and (d) all other applicable terms and conditions of this Rental Contract shall apply to the rental and use of any such vehicle delivered under this Section. Renter agrees that Owner, at its option, may service the delivery of vehicles to an FBO under the

Enterprise Rent-A-Car brand name only for rentals set up with your corporate contract I.D. number. Renter agrees to pay for either brand that services the rental. Certain optional products selected in Renter's Profile may not be available or may be provided through different insurers or with different coverage limits or benefits. Renter agrees that similar products provided by Enterprise Rent-A-Car brand shall replace such products provided for in Renter's Profile to the extent they are available. Notwithstanding the foregoing, such rental shall otherwise be deemed a National rental subject to the terms of this Rental Contract. Renter agrees that the terms and conditions of the Enterprise brand rental contract shall apply only to the extent of any required disclosures under state or provincial law.

## **B. ADDITIONAL RENTAL TERMS AND CONDITIONS APPLICABLE ONLY TO RENTALS IN UNITED STATES AND CANADA**

1. **Definitions:** For the purposes of this Rental Contract, the following terms are specifically defined:
- a. "Additional Authorized Driver(s)" (AAD[s]) means any individual, in addition to Renter, who; (i) has permission of the Renter to drive Vehicle and is either a member of Renter's immediate family (including same or opposite sex domestic partner) who permanently resides with Renter, (ii) is a fellow employee who drives the Vehicle for business purposes, (iii) is required by law, or (iv) is permitted by Owner or separate agreement (i.e., Corporate, Tour or Emerald Club) to operate the Vehicle. All AADs must possess a valid driver's license and meet the minimum rental age.
  - b. "Optional Accessories" means but is not limited to optional Child Seats, Global Positioning Systems, Telematic Devices, ski racks, toll transponders and/or other products accepted by Renter.
  - c. "Rental Period" means the period between the time Renter takes possession of Vehicle and the time Vehicle is returned and checked in by Owner, except in the case of Reservation Periods longer than 30 days in which the initial Rental Period is the period between the time Renter takes possession of Vehicle and 30 consecutive days thereafter. Each subsequent 30 day period (or portion thereof) is a Rental Period until Vehicle is returned and checked in by Owner.
  - d. "Return Location" means the original rental location or the location specified in the reservation.
  - e. "Vehicle" means the original vehicle received in connection with a rental and any replacement vehicle(s) inclusive of vehicle as equipped and furnished by the manufacturer and any equipment added by Owner.
  - f. "United States" means the 50 United States, District of Columbia, and Puerto Rico.

2. **Ownership/Vehicle Condition/Warranty Exclusion.** Renter acknowledges that Vehicle and any Optional Accessories are, by ownership, beneficial interest or lease, property of Owner or its Affiliate, even if owned, registered or titled to a third party. Renter agrees Renter received Vehicle and Optional Accessories in good physical and mechanical condition. RENTER IS RENTING VEHICLE AND ANY OPTIONAL ACCESSORIES "AS IS" AND HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT VEHICLE AND ANY OPTIONAL ACCESSORIES AND ITS OPERATION BEFORE LEAVING OWNER'S PREMISES. OWNER EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VEHICLE AND ANY OPTIONAL ACCESSORIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Renter agrees not to alter or tamper with Vehicle or any Optional Accessories. If Renter or AAD(s) determines Vehicle or any Optional Accessories is unsafe, Renter or AAD(s) shall stop operating Vehicle and any Optional Accessories and notify Owner immediately.

### **3. Payment by Renter.**

- a. For items designated as either "/hour", "/day", "/week" or "/month" (1) "/hour" is 60 consecutive minutes or any portion thereof, beginning 30 minutes after the start time of the rental, (2) "/day" is each consecutive 24 hour period beginning after the start time of the rental, (3) "/week" is 7

consecutive 24 hour days beginning after the start time of the rental, (4) "/month" is 30 consecutive 24 hour days beginning after the start time of the rental, (5) all charges are for a minimum of 1 day.

b. Renter shall pay Owner for:

- (1) The hour, day, week and month charges for the Rental Period. The "/hour" charge shall apply to each full or partial hour in excess of a day. The hourly charges shall not exceed the cost of one additional day. If Vehicle is returned during non-business hours or to any place other than the Return Location, all rental charges incurred through the time an employee of Owner checks in Vehicle are Renter's responsibility.
- (2) The charge per mile or kilometers for all miles or kilometers exceeding the free miles or kilometers permitted for the Rental Period.
- (3) The Optional Accessories, services and/or products charges for those items accepted by Renter.
- (4) The optional Verified Carbon Offsets (CO2 OFFSET) accepted by Renter are an optional environmental service designed to offset the greenhouse gases emitted by Vehicle. Owner remits amounts collected to an independent Third-party provider. See [www.keystogreen.com](http://www.keystogreen.com) for more information. The estimated emissions produced by Vehicle are based on the average mileage and fuel economy of vehicles in the rental fleet and are not calculated based on the emissions of a particular vehicle.
- (5) The optional Tollpass service accepted by Renter provides for the daily rental of a toll collection transponder (Tollpass Transponder Service) or, in some states or provinces, the use of a pre-installed device or video-monitored toll collection services (Tollpass Automatic Service, and together with the Tollpass Transponder Service, collectively the Tollpass Service). In addition to the daily charge for the Tollpass Service, Owner, its affiliate or a third party may separately charge Renter's credit or debit card (or bill Renter, as applicable, for cash rentals) for each toll (or other charge) incurred using the Tollpass Service, or pre-installed device during the Rental Period on covered roads within the Tollpass Service area at the higher of the applicable toll authority's video toll rate, cash toll rate or highest undiscounted toll rate. Renter expressly authorizes Owner or its affiliate to transfer to a third-party Renter's name, address, credit/debit card information, and other data necessary to enable the collection of all such tolls, any other charge(s) in addition to tolls attributed to the transponder and other associated charges incurred during the Rental Period. No credit is provided for days the transponder is not utilized. Tollpass Service has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties, see Section 3.d.(4). A current listing of Tollpass Service area covered roads is available upon request, at "[www.htallc.com/tollpass](http://www.htallc.com/tollpass)" or (877) 765-5201. For TollPass Waiver Option originating in the Chicago Metro area or at select Indiana locations, Renter may choose to purchase optional TollPass Waiver, which provides for the daily rental of a toll collection transponder or, in some states, the use of video-monitored toll collection services. TollPass Waiver will relieve Renter and/or AAD(s) of the costs of tolls incurred during the Rental Period. No credit is provided for days of non-usage. TollPass Waiver has a limited service area; attempting to use the service outside the service area may subject the Renter and/or any AAD(s) to fines and penalties. See Section 3.d.(5).
- (6) The fuel charge at the rate shown on the Rental Contract Summary. If the fuel charge is based on consumption and Vehicle is returned with less fuel than when rented, the charge shall be for the Owner's estimated difference in fuel level. The difference in fuel level will be calculated based on the difference shown on the fuel gauge (rounded to the nearest 1/8th) between rental date and return date or as determined by Vehicle's telematic system. If Renter purchases the Fuel Service Option, then Renter's fuel charge shall be the per gallon charge multiplied by the fuel tank capacity of Vehicle rented. Renter shall not receive a refund or credit if Vehicle is returned with more fuel than when Renter received it or for any unused fuel. The fuel charge is not a retail sale of fuel.
- (7) A fee to recharge an electric Vehicle (Battery Electric or Plug In Hybrid Electric) if Vehicle is returned with less charge than when rented.

(8) The one-way fee.

(9) The Young Renter Fee

(10) The Additional Driver Fee (Additional Driver Fee is waived for one additional driver for disabled renters who cannot drive.)

(11) The Car Class Change

(12) The other fees and charges (none of which are taxes) including but not limited to: (a) Any airport Consolidated Facility Charge, Customer Facility Charge or similarly designated charge (CFC), which is required to be paid by Owner or collected from Renter in connection with this rental, for the construction, financing, operation and/or maintenance of the consolidated rental car facility; other airport facilities; and/or transportation related facilities; and/or any other permissible use of the CFC under relevant federal, state or municipal laws, ordinances, or regulations, and/or relevant agreements, and

(a) The Concession Fee Recovery, Concession Fee Recoupment or similarly designated charge (or, in some locations, the "Concession Recovery Fee" or "Premium Location Charge") (CONC REC) which is Owner's charge to recover the concession fee paid by Owner to an airport's owner or operator in connection with the rental;

(b) The Facility Fee Recovery (FAC REC) which is Owner's charge to recover the estimated fees, charges, costs, which may include rent paid by Owner to the owner, operator or agent of the location being serviced by Owner for the rental or to the owner, operator or agent of the location ; and

(c) The Vehicle License Fee Recovery (VLF REC) which is the Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register and plate all vehicles in its/their rental fleet registered in renting state or province. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

(d) The Bussing Cost Recovery, which is Owner's charge to recover the fees paid by Owner to offset Owner's annual estimated cost to provide bussing operations at certain locations.

(e) The Frequent Traveler Recovery Fee (Freq Trav Rec Fee), which applies to qualifying rentals in the United States, Canada and Puerto Rico when Renter chooses to earn miles/points in certain Partner Rewards Programs. The Frequent Traveler Recovery Fee offsets a portion of the expense paid by Owner to the applicable Partner Rewards Program when Owner purchases said miles/points.

(f) All Location-specific fees and charges identified under Section 26, below.

c. At certain locations, the fees and other charges described in Section 3(b)(11), above, may not apply in the event Renter did not arrive at certain airports by plane within a specified period prior to the commencement of a rental transaction. Certain other fees and charges described in Section 3(b)(11) may not be applicable to vehicles rented as temporary replacements for vehicles unavailable due to mechanical breakdown, repair, service, damage or loss. These fees and charges may not be assessed if (A) Renter advises Owner at the counter at the time of the rental transaction that either (i) the Renter did not arrive at the airport by plane prior to the commencement of the rental transaction or (ii) Vehicle will be utilized as a replacement vehicle, and (B) the Owner determines that the fee and/or charge is not applicable to such Renter as a result of same. In the event Renter bypasses the counter at the time of the rental transaction without advising Owner of the foregoing facts, Renter acknowledges and agrees to incur certain fees and charges that may not otherwise have been applicable.

d. Additional Obligations of Renter-Unless prohibited by law Renter shall pay Owner, its affiliates or agents:

(1) If Vehicle returns to a location other than the designated return location a vehicle recovery fee, un-scheduled one way fee or drop charge which shall be no more than the greater of: a) \$300.00; b)

\$1.50 per mile (or, in the case of Canadian Licensees, up to \$CAD 1.00 per km) between return location and original rental office; or, c) Owner's adjusted daily, weekly or monthly rate applicable on the date of return .

- (2) Owner's adjusted daily, weekly or monthly rate applicable on the date of return, in addition to the understay or overstay fee, if Renter returns the vehicle before or after the agreed upon return date.
- (3) A fee to clean the Vehicle's interior upon return if there are excessive stains, pet hair/fur, trash, odors or other soilage.
- (4) For damage to, loss or theft of Vehicle or Optional Accessories, including all related costs (see Section 7), to the extent LDW, as described in Section 17, or RSP/RAP, as described in Section 18(C), do not apply; provided, however, unless resulting from Owner's negligent, reckless or intentional acts. The foregoing shall not release Owner from any implied warranty of fitness applicable under New Jersey law.
- (5) All fines, costs, charges and attorneys fees paid or to be paid by Owner, its Affiliates or a third party for legal violations, parking, tolls, towing and storage and the like occurring during the Rental Period (Fines, Tolls and Violations). Renter consents to the payment of all Fines, Tolls and Violations by Owner, its affiliates or a third party on Renter's behalf without advance notice thereof and acknowledges that such payment may prejudice Renter's ability to contest Fines, Tolls and Violations with the applicable authority. Renter agrees Owner may provide Renter's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Renter for any such Fines, Tolls and Violations. In addition, Owner, its affiliates or a third party may assess a fee of up to \$35 per incident to apply towards all costs incurred in connection with any Fines, Tolls and Violations and their administration.
- (6) A Tollpass convenience charge (TCC) (where available) of up to \$7.00 per day of Rental Period for each day Vehicle is operated on a Tollpass Automatic Service covered road and Vehicle operator does not pay an applicable toll. Total TCC charges will not exceed \$35.00 per Rental Period. To avoid the TCC, Renter may (i) use toll-free roads and bridges, (ii) pay tolls with cash (where applicable), or (iii) use any of the other methods described in our toll brochures and at [https://www.nationalcar.com/en\\_US/car-rental-faqs/use-toll-lanes.html](https://www.nationalcar.com/en_US/car-rental-faqs/use-toll-lanes.html) , which vary by toll road/bridge. In addition to the TCC, Owner or a third party may separately charge Renter's credit or debit card for each toll (or other charge) not paid by Vehicle operator incurred during the Rental Period at the higher of the applicable toll authority's cash toll rate or highest undiscounted toll rate. A current listing of Tollpass Automatic Service covered roads is available upon request, at " [www.htallc.com/tollpass](http://www.htallc.com/tollpass) " or (877) 765-5201. Operation of Vehicle on a roadway or bridge not covered by Tollpass Automatic Service where applicable tolls are not paid may subject the Renter to Fines, Tolls and Violations, see Section 3.d(4) above. RENTER EXPRESSLY AUTHORIZES OWNER OR ITS AFFILIATES TO TRANSFER RENTER'S NAME, ADDRESS, CREDIT CARD INFORMATION AND ALL OTHER DATA NECESSARY TO ENABLE THE COLLECTION OF ALL SUCH AMOUNTS.
- (7) A late charge of 1-1/2% per month, not to exceed the maximum allowable by law, on all charges not paid within 30 days after the end of the Rental Period.
- (8) All expenses incurred by Owner in the collection of amounts due Owner under this Rental Contract or in regaining possession of Vehicle or in enforcing any term or condition of this Rental Contract, including attorneys' fees, Owner's administrative fees, and any other costs or expenses incurred by Owner.
- (9) The taxes, fees and other mandatory charges imposed by states, counties and other governmental authorities

Owner will accept any credit cards with available credit listed on Renter's Profile as payment for all charges under the Rental Contract. Owner will bill the credit cards listed on Renter's Profile according the selected billing priority against the first card that has available credit.

The foregoing provisions set forth in paragraphs 3.d (1) - (9) are enforceable in New Jersey.

e. Agreements and acknowledgements regarding payment cards

(2) IF A CREDIT CARD OR DEBIT CARD IS PRESENTED AS A MEANS OF PAYMENT, DEPOSIT OR SECURITY, RENTER AUTHORIZES OWNER TO SUBMIT FOR PAYMENT ON SUCH CARD(S) ALL AMOUNTS OWED UNDER THIS CONTRACT INCLUDING IF ANY THIRD PARTY TO WHOM A BILLING WAS DIRECTED REFUSES TO MAKE PAYMENT. IF OWNER INITIATES ANY CHARGE THAT IS DISHONORED, RENTER AUTHORIZES OWNER TO RE-INITIATE SAID CHARGE WITHOUT FURTHER AUTHORIZATION FROM RENTER.

(2) The authorization or deposit amount on the Rental Contract Summary will be taken by Owner as an authorization or sale. Such funds will not be available for use by Renter until after Vehicle is returned. One or more incremental authorizations and/or deposits may be taken during the Rental Period if Renter incurs additional charges.

(3) Renter acknowledges final amounts charged to Renter's card may exceed amounts shown on the Rental Contract Summary, if Renter incurs charges not included in such amounts.

f. Owner reserves the right, in its sole discretion, to set off or deduct from any amounts owed from Owner to Renter under the Contract any amounts owed from Renter to Owner under the Contract. Owner will attempt to refund Renter any amount collected from Renter that exceeds the aggregate of all of Renter's obligations to Owner within 20 business days after Owner has confirmed the full extent of such obligations. For payments made by cash, check or money order, any such excess will be refunded by check.

All amounts are subject to final audit by Owner.

#### **4. Prohibited Use and Termination of Right to Use.**

a. Renter agrees to the following limits on use:

(1) Vehicle shall not be driven by any person other than Renter or AAD(s) without Owner's prior written consent.

(2) Vehicle shall not be used for: transporting persons for hire; as a school bus; or for driver training.

(3) Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property UNLESS: (i) Renter obtains bodily injury and property damage liability insurance required of a motor carrier by the state and/or federal government where Vehicle is rented and/or operated; and (ii) Renter and any AAD(s) hold a valid class license for that purpose and comply with all federal, state, provincial, or municipal laws, ordinances or regulations.

(4) Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.

(5) Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer outside the passenger department.

(6) Renter shall not remove any seats from Vehicle.

(7) Vehicle shall not be driven by any person impaired or under the influence by the use of alcohol, narcotics, intoxicants or drugs, used with or without a prescription.

(8) Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per Vehicle manufacturer's specifications and/or guidelines.

(9) Vehicle shall not be driven or taken outside the United States and Canada; travel to Mexico is

prohibited without Owner's written permission.

(10) Vehicle shall not be driven on an unpaved road or off-road.

(11) Vehicle shall not be operated by anyone: who has given a fictitious name; false address; or a false or invalid driver's license; whose driver's license becomes invalid during the Rental Period; who has obtained the keys without permission of Owner; or who misrepresents or withholds facts to/from Owner material to rental, use or operation of Vehicle.

(12) Renter shall not transfer or assign this Contract and/ or sublease Vehicle.

(13) Vehicle shall not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.

(14) Vehicle shall not be used for testing Vehicle's technological components or capabilities.

b. Renter agrees to return Vehicle and any Optional Accessories to Owner on or before the agreed upon return date or on Owner's demand and in same condition as received, with ordinary wear and tear excepted. Extensions are at Owner's option.

c. In the event of any violation of the limits on use or any other provision of this Contract, Owner automatically, without any further notice to Renter or AAD(s), terminates Renter or AAD(s) right to use Vehicle and Owner retains any other rights and remedies provided by law. Owner has the right to seize Vehicle without legal process or notice to Renter or AAD(s). Renter and AAD(s) hereby waive all claims for damages connected with such seizure, and shall pay all expenses incurred by Owner in returning Vehicle to the original rental office.

d. If Renter or AAD(s) continue to operate Vehicle after the right to do so is terminated, Owner has the right to notify police Vehicle has been stolen. Renter and AAD(s) hereby release and discharge Owner from and indemnify, defend and hold Owner harmless against any liability arising from such notice.

Any use of the Vehicle in a manner prohibited in this paragraph shall, to the extent permitted by applicable law, void Personal Accident Insurance/Personal Effects Coverage (PAI/PEC), and Supplemental Liability Protection (SLP) and Extended Protection (EP)

**5. Roadside Assistance. For roadside assistance in the U.S. and Canada call 1-800-307-6666** and you will be connected to a third-party roadside assistance provider that, depending on your location and circumstances, may be able to dispatch personnel capable of performing roadside services to your location. Charges apply for any service(s) provided to Renter.

**6. Accidents.** Damage to, loss of or theft of Vehicle must be immediately reported to Owner in writing to the office where Vehicle was rented or by telephone at 1-800-268-9711 in the US or 1-844-307-5029 (option 4) in Canada, and in no event later than the following business day after the accident. Renter and AAD(s) must immediately deliver to the office where Vehicle was rented every process, pleading or paper relating to any claims, suits or proceedings arising from such accident. In the event of a claim, suit or legal proceeding, Renter, AAD(s) and all other parties seeking benefits pursuant to this rental contract shall cooperate fully with Owner and its representatives. Renter and AAD(s) shall cooperate fully with Owner and its representatives. Renter shall be responsible for assisting Owner in obtaining any necessary cooperation from an AAD. Cooperation shall include, but not be limited to, consent to: (i) examinations under oath at Owner's or Owner's representatives' request and furnishing a signed statement of testimony. and; (ii) request for statements, written or oral, including under oath, and/or other matters Owner or its representatives deems related to the adjustment of any claim, suit or proceeding. Vehicle may be equipped with an Event Data Recorder (EDR), infotainment system and/or similar technology for the purpose of recording data about the operation and/or use of Vehicle. To the extent permitted by law, Renter consents to Owner or its representatives retrieving and using such data from the EDR or otherwise, including during the adjustment of any claim, suit or legal proceeding.

**7. Damage to, Loss, Modification or Theft of, Vehicle, Optional Accessories and Related Costs.** Except to the extent restricted, modified or limited by state or provincial law, Renter accepts



responsibility for damage to, loss, modification or theft of, Vehicle, Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault or negligence of Renter or any other person or act of God; provided, however, unless resulting from Owner's negligent, reckless or intentional acts. The foregoing shall not release Owner from any implied warranty of fitness applicable under New Jersey law. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Contract, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage and impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay any taxes, fees and other mandatory charges imposed by states, counties and other governmental and/or airport authorities. In the case of Rentals from a Licensee, Renter is responsible for damages including but not limited to: loss of use regardless of fleet utilization, claim administrative fees, diminishment of value, towing, storage or impound fees, and other costs (including attorney's fees) incurred by Licensee to recover Vehicle and establish damages. In the case of non-Licensee Rentals, Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate (including any Car Class Change); (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate (including any Car Class Change). Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00 or \$100.00 when the repair estimate is between \$500.00 and \$1,500.00 or \$150.00 if greater than \$1,500.00; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99. If Vehicle is returned during non-business hours or to any place other than location from which the vehicle was rented, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL LDW.**

**8. Responsibility to Third Parties.** (US only) Owner or Owner's affiliate complies with the applicable motor vehicle financial responsibility laws with respect to the Vehicle as a state certified self-insurer, bondholder, insured or cash depositor. Except to the extent required by the motor vehicle financial responsibility laws of the applicable state or otherwise by law, Owner or Owner's affiliate does not extend any of such motor vehicle financial responsibility or provide insurance coverage to Renter, AAD(s), passengers or third parties through this Contract. If liability insurance or self-insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self-insurance satisfies the applicable state motor vehicle financial responsibility law, then neither Owner nor Owner's affiliate extends its motor vehicle financial responsibility. However, if Renter and AAD(s) are in compliance with the terms and conditions of this Contract and if Owner or Owner's affiliate is obligated to extend the motor vehicle financial responsibility to Renter, AAD(s) or third parties, then such obligation is limited to the applicable state minimum financial responsibility amounts. Renter shall be responsible for assisting Owner in obtaining any necessary cooperation from an AAD. Unless required by law, financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of Vehicle. Financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract. Owner or affiliates financial responsibility does not provide coverage for nor extend to 1. Punitive or exemplary damages (these include damages which may be imposed to punish a wrongdoer or deter others from similar conduct).; 2. Fines; 3. Penalties; 4. Treble damages; or 5. Multiplied or multiple damages imposed upon any permissive operator. This punitive damage exclusion shall further apply to any claim for uninsured or underinsured motorist coverages. There is no coverage for any costs, interest, or damages attributable to punitive or exemplary damages. **SEE PARAGRAPH 18 FOR INFORMATION ON OPTIONAL SLP/EP.**

**9. Indemnification by Renter.** Renter shall defend, indemnify and hold Owner and/or Owner's Affiliate harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or Owner's affiliate in any manner from this rental transaction, or from the use of Vehicle or Optional Accessories by any person, including claims of, or liabilities to third parties.

Renter may present a claim to Renter's insurance carrier for such events or losses; but in any event, Renter shall have final responsibility to Owner and Owner's affiliate for all such losses. This obligation may be limited if Renter purchases optional LDW and/or an optional SLP/EP to the extent LDW and/or SLP/EP applies. **SEE SECTIONS 17 AND 18 FOR INFORMATION ON OPTIONAL LDW AND OPTIONAL SLP/EP.**

**10. Personal Injury Protection and Uninsured/Underinsured Motorist Protection.** Except as required by law, Owner does not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Contract. If Owner or Owner's affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/UIM limits in excess of the minimum limits required by law. Renter, AAD(s) and all other parties seeking benefits pursuant to this rental contract agree that any misrepresentation, false or misleading information supplied to Owner or Owner's representative and/or refusal to cooperate (including, but not limited to, the failure to provide statements or an examination under oath) with Owner or Owner's representatives during any claim, suit or proceeding may result in the declination of any such claim. Renter shall be responsible for assisting Owner in obtaining any necessary cooperation from an AAD.

**11. Personal Property.** Owner is not responsible for any damage to, loss of or theft of any personal property or data contained therein, whether the damage or theft occurs during or after termination of the rental; provided, however, unless resulting from Owner's negligent, reckless or intentional acts. The foregoing shall not release Owner from any implied warranty of fitness applicable under New Jersey law. Renter acknowledges and agrees that no bailment is or shall be created upon Owner, whether actual, constructive or otherwise, for any personal property carried in or left in Vehicle or on Owner's premises. Owner is not liable for and Renter shall defend, indemnify and hold Owner and its affiliate(s) harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and other expenses incurred by Owner or its affiliate(s) or in any way arises out of Renter's or Renter's passenger's failure to remove any personal property, including but not limited to data or records of Renter or Renter's passengers downloaded or otherwise transferred to Vehicle. Owner is not responsible for and Renter releases Owner from any claim or cause of action which may arise from a prior renter's or passenger's failure to remove any personal property, data or records from Vehicle. **SEE SECTION 18 FOR INFORMATION ON OPTIONAL PEC.**

**12. Use in Mexico.** Vehicle shall not be taken into Mexico without Owner's prior written consent. Even with Owner's prior written consent, LDW and other optional protection products do not apply in Mexico. Renter must maintain or purchase insurance which shall apply in Mexico, as specified and approved by Owner, prior to taking Vehicle into Mexico.

**13. Third-Party Proceeds.** If a third party, including, without limitation, an employer or corporate account, authorizes payment of any amount owed by Renter under this Rental Contract, Renter hereby assigns to Owner Renter's right to receive such payment. Only those amounts actually paid by a third party to Owner shall reduce the amount owed by Renter under this Rental Contract; provided however, certain third parties may have agreed to pay Owner a flat fee for this rental in lieu of Owner's "/day" charges or the per diem benefits under the applicable insurance policy. In such event the flat fee might exceed or be less than: the normal "/day" charges as calculated under this Rental Contract; or their party's per diem benefits. Regardless of the amounts paid under such flat fee agreement, third party payments shall not be applied to: vehicle upgrades or optional products (beyond those provided by the third party); or, rental days beyond those specified by the third party. Renter remains responsible for all charges not paid by the third parties, such as charges for vehicle upgrades, optional products, extra rental days, and all other charges.

**14. Power of Attorney.** Renter hereby grants and appoints to Owner a

Limited Power of Attorney:

a. To present insurance claims of any type to Renter's insurance carrier and/or credit card company if: (1) Vehicle is damaged, lost or stolen during the Rental Period and if Renter fails to pay for any damages; or

(2) Any liability claims against Owner arise in connection with the rental transaction and Renter fails to defend, indemnify and hold Owner harmless from such claims.

b. To endorse Renter's name to entitle Owner to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

**15. Severability.** If any provision of this Rental Contract is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect; provided, however, this provision does not apply in New Jersey, but to the extent that New Jersey law is applicable, this Contract will be construed in accordance with New Jersey law.

**16. Limitation of Remedy/No Consequential Damages.** If Owner breaches any of its obligations under this Rental Contract and/or if Vehicle has any mechanical failure or other failure not caused by Renter or AAD(s) and if Owner is liable under applicable law for such breach or Vehicle failure, Owner's sole liability to Renter and AAD(s) and Renter's and AAD(s)' sole remedy is limited to the substitution of another similar Vehicle by Owner to Renter and to recovery by Renter of the pro rata daily rental rate for the period in which Renter or AAD(s) did not have use of Vehicle or substitute Vehicle. **RENTER AND AAD(s) WAIVE ALL CLAIMS FOR CONSEQUENTIAL, PUNITIVE AND INCIDENTAL DAMAGES THAT MIGHT OTHERWISE BE AVAILABLE TO RENTER OR AAD(s). SUCH DAMAGES ARE EXCLUDED AND NOT AVAILABLE TO RENTER OR AAD(s).** The foregoing does not waive Renter's and/or AAD(s)' claims in New Jersey based upon personal injuries that result from Owner's negligent, reckless or intentional acts, and does not release Owner from any implied warranty of fitness applicable under New Jersey law. Renter further acknowledges that any personal data or information downloaded or transferred to Vehicle may not be secure and may be accessible after the Rental Period. Renter releases Owner from any liability resulting from or otherwise arising out of any such data or information being accessed and/or utilized by a third party; provided, however, that the foregoing shall not apply if such access or use is the result of Owner's negligent, reckless or intentional acts.

**17. Optional Loss Damage Waiver (LDW). LDW IS NOT INSURANCE. THE PURCHASE OF LDW IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.** Renter may purchase optional LDW from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate LDW listed below, to contractually waive Renter's responsibility for all or part of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence, depending on the LDW plan chosen. Notwithstanding anything to the contrary and unless prohibited by law, LDW DOES NOT PROVIDE PROTECTION FOR LOST OR DAMAGED KEYS, KEY FOBS, TRANSPONDERS, ELECTRIC VEHICLE CHARGING CABLES, OPTIONAL ACCESSORIES OR ANY LIABILITIES IMPOSED BY LAW. LDW does not apply to damage occurring in Mexico.

When deciding whether or not to purchase LDW, Renter may wish to check with Renter's insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, Renter has coverage or protection for such damage or theft and the amount of Renter's deductible or out-of-pocket risk.

The following actions shall invalidate LDW:

a. if vehicle is damaged when used or driven:

(1) by any person other than Renter or AAD(s) without Owner's prior written consent;

(2) by any person if there is reasonable evidence the driver was impaired by or under the influence of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription;

(3) by any person committing a felony or otherwise engaged in a criminal act;

(4) in a race or speed contest;

- (5) to tow or push anything;
  - (6) outside of the United States or Canada;
  - (7) under authority of any license that is suspended, revoked, invalid or does not belong to the driver;
  - (8) to transport persons or property for hire;
  - (9) in a wanton or reckless manner or if Vehicle is deliberately damaged;
  - (10) on an unpaved road or off road;
  - (11) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind;  
or
- b. if Renter misrepresents facts to owner pertaining to rental, use, or operation of Vehicle; or
  - c. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
  - d. if renter fails or refuses to provide Owner, police, or other authorities with a full report of any accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any accident or vandalism; or
  - e. if Vehicle is stolen and Renter fails to do any of the following: (1) return the original ignition key(s) and Owner's key tag identifying Vehicle; (2) file a police report within 24 hours after discovering the theft; (3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft; (4) ensure that Vehicle's ignition is turned off at the time Vehicle is stolen..

Renter may accept LDW by selecting LDW on Renter's Profile. Renter's decision to accept or decline LDW on Renter's Profile will apply to all Rentals made under the Program except (A) Renter can choose a different option for any individual Rental by renting at the National self-service kiosk or rental counter; and (B) Renter can change the decision to accept or decline LDW for future transactions by changing Renter's Profile at [www.nationalcar.com](http://www.nationalcar.com) or by sending Owner a Master Rental Contract Profile Change Form indicating Renter's change in writing.

Renter can obtain a Master Rental Contract Profile Change Form by contacting Owner at 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST, or at any Owner's rental locations. On any Rentals where Renter chooses LDW, Renter agrees to pay the per day LDW charge in effect at the time of the Rental for each full or partial day. The LDW charge may change from time to time. Renter can obtain Owner's current LDW charge at the time Renter reserves a Vehicle.

The applicability of LDW to a Rental Period may be determined in accordance with a third-party agreement.

**NOTE:** LDW may be referred to as Collision Damage Waiver (CDW) or Damage Waiver (DW) in specific states.

**18. Other Optional Protection Products.** THE PURCHASE OF ANY OF THE FOLLOWING PRODUCTS IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. EACH OF THE FOLLOWING IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE APPLICABLE POLICIES DESCRIBED BELOW. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. UNDERWRITING INSURER(S) ARE SUBJECT TO CHANGE WITHOUT NOTICE. EACH OF THE FOLLOWING PRODUCTS MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

**For each of the Optional Products described in Section 17 (A)-(C), Renter may accept the optional**

**product(s) by selecting it on Renter's Profile. Renter's decision to accept or decline the Optional product(s) on Renter's Profile will apply to all Rentals made under the Program except (A) Renter can choose a different option for any individual Rental by renting at the National self-service kiosk or rental counter; and**

**(B) Renter can change the decision to accept or decline the Optional product(s) for future transactions by changing Renter's Profile at [www.nationalcar.com](http://www.nationalcar.com) or by sending Owner a Master Rental Contract Profile Change Form indicating Renter's change in writing. Renter can obtain a Master Rental Contract Profile Change Form by contacting Owner at 1-800-962-7070, Monday through Friday, 9:00 am - 6 p.m. EST, or at any Owner's rental locations. On any Rentals where Renter chooses the optional product(s), Renter agrees to pay the per day charge in effect at the time of the Rental for each full or partial day. The Optional product charges may change from time to time. Renter can obtain Owner's current charges at the time Renter reserves a Vehicle.**

**A. SUPPLEMENTAL LIABILITY PROTECTION (SLP) (Where available):**

THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.

SLP Benefits:

Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Summary is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$300,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in the Contract. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on the Summary.

SLP Exclusions:

For all exclusions, see the SLP policy. Here are a few key exclusions:

(a) Loss arising out of an accident which occurs while Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician; (b) Loss arising out of bodily injury or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household; (c) Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s); (d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state; (e) Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state; (f) Bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by Renter or AAD(s); (g) Property damage to property transported or in the care, custody or control of Renter or AAD(s); (h) Damage to Vehicle; (i) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information; (j) Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Contract. (k) Bodily injury or property damage expected or intended from the standpoint of Renter or AADs.

Report SLP Claims to:

Sedgwick CMS

P.O. Box 94950

Cleveland, OH 44101-4950

Phone: 1-888-515-3132 Fax: 1-216-617-2928 The applicability of SLP to a Rental Period may be determined in accordance with a third-party agreement.

For retail rentals only secured with Extended Protection included within the cost of the rental (excluding any liability protection or insurance coverage provided under a commercial contract), the following shall apply:

**EXTENDED PROTECTION (EP):** Owner provides Renter or any AAD with third party liability protection in an amount equal to the minimum financial responsibility limits applicable to the vehicle (the

Primary Protection). EP also provides additional third-party liability protection, through an excess liability policy, with limits of the difference between the Primary Protection and a combined single limit of \$1,000,000 per accident for bodily injury and/or property damage to others arising out of the use or operation of the Owner rental vehicle by Renter or an AAD, subject to the terms and conditions of the policy. EP includes UM/UIM coverage for bodily injury and property damage (only where required by law for property damage) in an amount equal to the minimum financial responsibility limits applicable to the Vehicle (the Primary Protection), and additional coverage, through an excess liability policy, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident (for rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident; OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. EP, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. EP coverage is in effect only while another AAD or Renter is driving the Vehicle within the United States and Canada; coverage does not apply in Mexico. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY OR DEATH TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR AN AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY, DEATH OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. (F) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF RENTER OR AADS. Note: Any UM/UIM benefits paid are included in the \$1,000,000 combined single limit EP coverage and in no way increase the combined single limit amount referenced above. This insurance coverage is underwritten by Ace American Insurance Company. Report EP claims to Sedgwick CMS P.O. Box 94950 Cleveland, OH 44101-4950 Phone: 1-888-515-3132 Fax: 1-216-617-2928

**B. PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC)**

**(Where available):** If selected and paid for, PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PEC insures the personal effects of Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle. PAI & PEC are available for an additional charge.

PAI Benefits**	Renter	Passenger
Accidental Death, Not to Exceed	\$175,000	\$17,500
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
Accident Ambulance Expense, Not to exceed	\$250	\$250

Accident Aggregate, not to exceed \$225,000 per accident \*\*

**\*\* COVERAGE MAY VARY BY STATE OF RENTAL. SEE SECTION 26 FOR LOCATION SPECIFICS.**

**PAI Benefits :** for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying, or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

**PEC Benefits :** \$750 per person; \$2,500 maximum coverage for all covered individuals during the Rental Period. PEC benefits apply to personal effects belonging to Renter, or any member of Renter's immediate family who permanently resides in Renter's household and who is traveling with Renter, against risks of loss or damage while in transit or in a building, (other than your personal residence) or locked in the Vehicle.

**PAI & PEC Exclusions :**

PAI shall not cover:

- 1) any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury;
- 2) aircraft travel, except as a passenger in a licensed aircraft on a regularly scheduled flight;
- 3) committing or attempting to commit a criminal offense;
- 4) an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician;
- 5) an accident which occurs while participating in a prearranged or organized race or testing of a vehicle;
- 6) war or any act of war;
- 7) engagement in an illegal occupation;
- 8) if Renter converts Vehicle; or
- 9) any period Renter is in violation of the Rental Contract. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

PEC shall not cover:

- 20) Automobiles;
- 21) automobile equipment;
- 22) Motorcycles;
- 23) Watercraft;
- 24) Motors; or other conveyances or their appurtenances;
- 25) Furniture;
- 26) Currency;
- 27) Coins;
- 28) Deeds;

- 29) Bullion;
- 30) Stamps;
- 31) Tickets;
- 32) Securities;
- 33) documents;
- 34) contact lenses;
- 35) artificial teeth and limbs;
- 36) perishables,
- 37) animals; and
- 38) Loss or damage to property while actually being worked upon, or while in the care, custody or control of any common carrier are also not covered.

THE PEC POLICY DOES NOT COVER LOSS BY MYSTERIOUS DISAPPEARANCE. ALL LOSSES BY THEFT MUST BE REPORTED TO THE APPROPRIATE LAW ENFORCEMENT AUTHORITIES OR THEY WILL NOT BE COVERED.

This PAI/PEC is underwritten by Empire Fire and Marine Insurance Company. To file PAI/PEC claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of the Rental Contract to: Sedgwick CMS, P.O. Box 94950, Cleveland, OH 44101-4950, Phone:1 (888) 515-3132 Fax: 1 (216) 617-2928

**A. Roadside Plus (RSP) or Roadside Assistance Protection (RAP) in Canada (Where available) :**

For roadside assistance call 1 (800) 367-6767. When deciding whether or not to purchase Roadside Plus (RSP) or **Roadside Assistance Protection (RAP) in Canada**, Renter should check to determine whether Renter has other coverage or protection for such services. ROADSIDE PLUS OR ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE. THE PURCHASE OF ROADSIDE PLUS OR ROADSIDE ASSISTANCE PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE. Renter may purchase RSP or RAP in Canada from Owner for an additional fee. If Renter purchases RSP or RAP, Owner agrees to contractually waive Owner's right to collect from Renter for the following services: (i) lost and damaged key replacement (including remote entry devices), (ii) flat tire replacement (if no inflated spare is available, Vehicle will be towed), but the cost of a replacement tire is not waived), (iii) lockout service (if keys are locked inside Vehicle), (iv) Vehicle jumpstart, and (iv) A fuel delivery of up to 3 gallons (or equivalent liters) of fuel if Vehicle is out of fuel and (vi) A tow to the nearest charging source due to loss of battery charge for Battery-Electric Vehicles. RAP does not waive any charges incurred in Mexico.

**19. Text & Call.** By clicking the "I Accept" button and agreeing to these terms, Renter agrees to the Text & Call Terms and Conditions, and thereby provides express consent for Owner or Owner's representative to contact Renter at the phone number(s) provided in connection with this Contract to deliver, or cause to be delivered, informational or transactional outreach, including customer surveys, via live, prerecorded, or autodialed calls or texts. Renter's consent to receiving these calls or texts is not a condition of any purchase or rental agreement. For questions about privacy, please see paragraph 22, below.

**20. Headings.** The headings of the numbered paragraphs of this Rental Contract are for convenience only, are not part of this Rental Contract and do not in any way limit, modify or amplify the terms and conditions of this Rental Contract.

**21. Owner's Collection and Use of Vehicle Data; Renter's Use of Vehicle's Navigation and**



**Infotainment Systems and Vehicle Manufacturer Apps.** Vehicle may be equipped with technology that collects and transmits data. This may include information collected from event data recorders, global positioning devices, OnStar® systems, or any other similar technology ("Telematics Devices"). When installed and where permissible, this technology will enable Owner to collect and use information in accordance with our privacy policy, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to generate vehicle usage, performance, and other similar information. Owner's use of information collected may include sharing information with third parties, and as set forth in the privacy policy, available at <https://privacy.ehi.com>. Owner's use of the information may also include storage of this information after the expiration of Contract. Renter understands that renting Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle. For a more complete description of our privacy practices, please review our privacy policy, available at <https://privacy.ehi.com>.

If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal data may be transferred to and stored on these systems. Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal data from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

If Renter downloads a mobile application made available by the vehicle manufacturer and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the vehicle manufacturer's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

**22. Privacy.** Any personal information provided to Owner is stored and used in accordance with Owner's privacy policy, which is available at <https://privacy.ehi.com>, which may be amended from time to time and which is incorporated herein by reference. Directions for submitting a privacy question through the Global Privacy Portal can be found at <https://privacy.ehi.com>. Questions may also be submitted by calling 1(877) 858-3884 or by mailing Enterprise Holdings, Inc., Privacy Questions, 600 Corporate Park Drive, St. Louis, MO 63105.

and Enterprise Rent-A-Car Canada Company do not control the use of any personally identifiable or payment information collected by its Licensees. Licensees are required to identify themselves (i.e., at their locations and in their agreements, sales materials, business cards, marketing materials, advertisements and other National branded materials) as "An Independent National Car Rental Licensee" or by other similar terms. National is not responsible for the Licensees' information practices. For more information, see Section 7 in Chapter A.

**23. Choice of Law/Venue.** All terms and conditions of this Rental Contract shall be interpreted, construed and enforced pursuant to the laws of the state or province where the Renter first received a Vehicle under this Rental Contract, without giving effect to the conflict of laws provisions of such state or province. Renter agrees that the county within the state or province in which Renter first receives a Vehicle under this Rental Contract is the only place where Owner or Renter may file any action relating to this Rental Contract.

**24. Dispute Resolution Provision - Mandatory Arbitration Agreement:** RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OWNER'S PRODUCTS AND SERVICES, COMMUNICATIONS WITH RENTER, CHARGES, ADVERTISINGS, OR RENTAL

VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "RENTER" ALSO INCLUDES ANY AUTHORIZED DRIVER UNDER THE CONTRACT, AND ANY OF RENTER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "OWNER" ALSO INCLUDES ANY OF ITS EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND VENDORS, INCLUDING BUT NOT LIMITED TO ITS SERVICE PROVIDERS AND MARKETING PARTNERS. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES OR OTHER PROCEDURES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.

This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Contract. However, the Renter and Owner agree that Renter or Owner may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court (other than any appeal of the small claims court ruling), is made on behalf of or against Renter only and is not made part of a class action, private attorney general action or other representative or collective action. The Renter and Owner also agree that claims against or by a third-party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. Renter or Owner, as applicable, must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to Renter or Owner, as applicable. The Notice to Owner should be addressed to: CT Corporation, 208 S LaSalle, Suite 814, Chicago, IL 60604 ("Notice Address"). If Owner and Renter do not resolve the claim within thirty (30) days after the Notice is received, Renter or Owner may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Consumer Arbitration Rules in effect at the time of the demand, as modified by this agreement. However, a single arbitrator will be selected according to AAA's Commercial Arbitration Rules. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by Renter or by Owner that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If Renter and Owner are unable to agree on a location, such determination should be made by the AAA or by the arbitrator. The AAA rules are available online at [www.adr.org](http://www.adr.org). Except as required by law, neither Renter nor Owner nor an arbitrator may disclose the existence, content or results of any dispute or arbitration hereunder without the prior written consent of Renter and Owner.

(2) Arbitrator's Authority: The arbitrator is bound by this Contract, the Federal Arbitration Act ("FAA") and AAA's Consumer Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this Contract, including whether it is void. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the FAA. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether Renter or Owner.

(3) Arbitration Costs: Renter will be responsible for his/her share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Renter would incur if the claims were filed in court. Owner will be responsible for all additional arbitration fees. Renter is responsible for all other costs/fees that it incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Renter will not be required to reimburse Owner for any fees unless the arbitrator finds that the substance of Renter's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, AAA Rules will govern the payment of all fees, and Owner may seek reasonable attorney's fees. Owner will pay all fees and

costs it is required by law to pay.

(4) Governing Law and Enforcement: Notwithstanding anything in paragraph 24, this Dispute Resolution Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA, 9 U.S.C. §§ 1- 16. This Dispute Resolution Provision was drafted in compliance with the laws in all states, however, if any portion of it is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

**25. DISPUTE RESOLUTION PROVISION – (THIS PROVISION DOES NOT APPLY TO RENTAL TRANSACTIONS ORIGINATING OUT OF THE PROVINCE OF QUEBEC) - MANDATORY ARBITRATION CONTRACT (CANADIAN RESIDENTS ONLY): RENTER AND OWNER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. RENTER AND OWNER AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER ARISING OUT OF OR RELATING IN ANY WAY TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO, CLAIMS RELATING TO OWNER'S PRODUCTS AND SERVICES, COMMUNICATIONS WITH RENTER, CHARGES, ADVERTISINGS, OR RENTAL VEHICLES. FOR THE PURPOSES OF THIS DISPUTE RESOLUTION PROVISION, "RENTER" INCLUDES ANY AUTHORIZED DRIVER UNDER THE CONTRACT, AND ANY OF RENTER'S AGENTS, BENEFICIARIES OR ASSIGNS, OR ANYONE ACTING ON BEHALF OF THE FOREGOING, AND "OWNER" INCLUDES ANY OF OWNER'S EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUBSIDIARIES, BENEFICIARIES, ASSIGNS, AND ITS SERVICE PROVIDERS AND MARKETING PARTNERS. RENTER AND OWNER AGREE THAT NO CLAIMS WILL BE PURSUED OR RESOLVED AS PART OF A CLASS ACTION OR OTHER REPRESENTATIVE ACTION OR PROCEEDING, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASSWIDE, COLLECTIVE, OR CONSOLIDATED BASIS, AND THAT NO RULES FOR CLASS- WIDE OR COLLECTIVE ARBITRATION WILL APPLY.**

This Dispute Resolution Provision is to be broadly interpreted and applies to all Claims based in contract, tort, statute, or any other legal theory, and all Claims that arose prior to or after termination of the Rental Contract. However, Renter and Owner agree that Renter or Owner may bring an individual action in a small claims court with valid jurisdiction, provided that the action remains in that court, is made on behalf of or against Renter only and is not made part of a class action, or other representative collective action. The Renter and Owner also agree that claims involving a third-party insurance company ostensibly providing coverage to Renter or any AAD or the application of Owner's financial responsibility relating to the use or operation of Vehicle may be brought in a court with valid jurisdiction.

(1) Procedure. Renter and Owner, as applicable, must send a written Notice of Dispute ("Notice") describing (a) the nature and basis of the claim; and (b) the relief sought, to Renter or Owner. The Notice to Owner should be addressed to: Baker & McKenzie LLP, Brookfield Place, Suite 2100, 181 Bay Street (PO Box 874), Toronto, Ontario Canada - M5J 2T3 ("Notice Address"). If Renter and Owner do not resolve the claim within thirty (30) days after the Notice is received, Renter or Owner may commence an arbitration by filing a Notice of Arbitration with the International Centre for Dispute Resolution Canada ("ICDR Canada") pursuant to its ICDR Canada Arbitration Rules. Claims will be resolved pursuant to the ICDR Canada's Arbitration Rules in effect at the time of the Notice of Arbitration, as modified by this agreement. The number of arbitrators shall be one. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request of Renter or Owner that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both Renter and Owner. If Renter and Owner are unable to agree on a location, such determination shall be made by the arbitrator or ICDR Canada. The ICDR Canada Arbitration Rules are available online at [www.icdr.org](http://www.icdr.org). The language of the arbitration shall be English. Except as may be required by law,

neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of Renter and Owner.

(2) **Arbitrator's Authority:** The arbitrator is bound by this Contract, the applicable domestic arbitration act ("domestic arbitration act") and ICDR Canada's Arbitration Rules. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The arbitrator has exclusive authority to resolve any dispute relating to the scope, interpretation, applicability, enforceability or formation of this agreement, including whether it is void. Renter and Owner agree that the arbitrator's decision and award will be final and binding. The arbitrator can award the same damages and relief as a court, but only in favor of an individual claimant, whether Renter or Owner.

(3) **Arbitration Costs:** Renter will be responsible for Renter's share of any arbitration fees (e.g., filing, administrative, etc.), but only up to the amount of filing fees Renter would incur if the claims were filed in court. Owner will be responsible for all additional arbitration fees. Renter is responsible for all other costs/fees that Renter incurs in arbitration, e.g., fees for attorneys, expert witnesses, etc. Renter will not be required to reimburse Owner for any fees unless the arbitrator finds that the substance of Renter's claim(s) or the relief sought is frivolous. If the arbitrator makes such a finding, ICDR Canada Arbitration Rules will govern the payment of all fees, and Owner may seek reasonable attorney's fees. Owner will pay all fees and costs it is required by law to pay.

(4) **Governing Law and Enforcement:** The domestic arbitration act of the provincial or territorial judicial district of the Rental Location applies to this Dispute Resolution Provision and governs whether a claim is subject to arbitration. If any portion of the Dispute Resolution Provision is deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of the Dispute Resolution Provision remains in full force and effect. Except, if the class-arbitration waiver provision is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

**1. LOCATION SPECIFIC DISCLOSURES, NOTICES AND TERMS AND CONDITIONS FOR THE FOLLOWING LOCATIONS:**

<b>Alabama</b>	<b>Kansas</b>	<b>Oregon</b>
<b>Alaska</b>	<b>Louisiana</b>	<b>Pennsylvania</b>
<b>Arizona</b>	<b>Maryland</b>	<b>Puerto Rico</b>
<b>California</b>	<b>Massachusetts</b>	<b>Rhode Island</b>
<b>Colorado</b>	<b>Michigan</b>	<b>South Carolina</b>
<b>Connecticut</b>	<b>Minnesota</b>	<b>Tennessee</b>
<b>District of Columbia</b>	<b>Missouri</b>	<b>Texas</b>
<b>Florida</b>	<b>New Mexico</b>	<b>Utah</b>
<b>Hawaii</b>	<b>New Jersey</b>	<b>Vermont</b>
<b>Illinois</b>	<b>Nevada</b>	<b>Virginia</b>
<b>Indiana</b>	<b>New York</b>	<b>Washington</b>
<b>Iowa</b>	<b>North Carolina</b>	<b>Wisconsin</b>
	<b>Ohio</b>	<b>Canada</b>

Renter acknowledges that Renter has received, read, understands and agrees to the following county, state or location specific disclosures, notices and terms and conditions. Renter is advised to review this paragraph before renting or operating Vehicle in the locations set forth below. These disclosures, notices and terms and conditions may modify or replace, as applicable, Renter's obligations set forth in Sections 1 - 25, above. In the event of a direct conflict between Sections 1 - 25 of this Rental Contract and this Section 26, this Section 26 will govern.

### **FOR RENTALS ORIGINATING IN ALABAMA**

The Vehicle License Fee Recovery (VLF REC) which is the Owner's charge to recover the estimated average daily cost per vehicle of the charges and taxes imposed by governmental authorities upon Owner or its affiliates to inspect, license, title, register and plate all vehicles in its/their rental fleet registered in renting state. The VLF REC is not calculated based on the costs imposed upon a particular vehicle. A Privilege and License Tax Recovery (PRIV & LIC TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds exclusive of proceeds from the rental of non-automotive accessories. A non-automotive Privilege and License Tax Recovery (NON-AUTO PL TAX REC) which is Owner's charge to recover the privilege or license tax imposed upon Owner by the State of Alabama and any local taxing authorities. This charge is calculated as a percentage of gross rental proceeds from the rental of non-automotive accessories.

### **FOR RENTALS ORIGINATING IN ALASKA**

Traveling on the following roads, and any travel to Canada from an Alaska location, is a prohibited use of the Vehicle and will invalidate Optional Damage Waiver: Alaska/Canadian Hwy, Dalton Hwy, Denali Hwy(South of Parks Hwy), Elliott Hwy, Steese Hwy (North of Fox), McCarthy Rd, Nabesena Rd, Denali Park Road (Past Savage River Campground), Taylor Hwy.

### **FOR RENTALS ORIGINATING IN ARIZONA**

**Owner's liability insurance does not cover injuries to passengers in the Vehicle. The insurance policies Owner offers may provide duplication of coverage already provided by Renter's personal automobile insurance policy or by another source of coverage. Renter is not required to purchase such insurance in order to rent Vehicle.**

**ARIZONA REVISED STATUTE SECTION 13-1806 PROVIDES THE FOLLOWING, "A PERSON COMMITS UNLAWFUL FAILURE TO RETURN RENTED PROPERTY IF, WITHOUT NOTICE TO AND PERMISSION OF THE LESSOR OF THE PROPERTY, THE PERSON KNOWINGLY FAILS WITHOUT GOOD CAUSE TO RETURN THE PROPERTY WITHIN SEVENTY-TWO HOURS AFTER THE TIME PROVIDED FOR IN THE RENTAL CONTRACT. UNLAWFUL FAILURE TO RETURN RENTED OR LEASED PROPERTY IF THE PROPERTY IS A MOTOR VEHICLE IS A CLASS 5 FELONY." THE MAXIMUM PENALTY FOR THIS OFFENSE IS IMPRISONMENT FOR 2 YEARS AND A FINE OF NOT MORE THAN \$150,000 FOR THE FIRST OFFENSE.**

THE OWNER DOES NOT EXTEND ANY OF ITS MOTOR VEHICLE FINANCIAL RESPONSIBILITY OR PROVIDE PUBLIC LIABILITY INSURANCE COVERAGE TO THE RENTER, AUTHORIZED DRIVERS OR ANY OTHER DRIVER.

### **FOR RENTALS ORIGINATING IN CALIFORNIA**

**WARNING:** Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a

well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

### **State-Specific Fee:**

For Rentals commencing in California, a percentage charge applies called the tourism commission assessment recovery by which National recovers the tourism assessment applicable to this rental as permitted by Section 13995.65 of the Government Code.

The Vehicle License Recovery Fee (VEH LIC RECOVERY) which is the Owner's charge to recover Owner's estimated average daily cost per vehicle for charges imposed by governmental authorities to title, register and plate all vehicles in its rental fleet registered in California. The VEH LIC RECOVERY is not calculated based on the costs imposed on a particular vehicle.

**Warning: California Vehicle Code Section 10855 provides the following: "Whenever any person who has leased or rented a vehicle willfully and intentionally fails to return the vehicle to its owner within five days after the lease or rental Contract has expired, that person shall be presumed to have embezzled the vehicle."**

**CALIFORNIA LAW REQUIRES ALL CHILDREN UNDER 8 YEARS OF AGE TO BE TRANSPORTED IN THE REAR SEAT OF THE VEHICLE IN A CHILD RESTRAINT SYSTEM. THIS AGENCY IS REQUIRED TO PROVIDE FOR RENTAL OF A CHILD RESTRAINT SYSTEM IF YOU DO NOT HAVE A CHILD RESTRAINT SYSTEM YOURSELF.**

**Damage to, Loss of or Theft of Vehicle or Optional Accessories and Related Costs.** In addition to other obligations under the California Civil Code and California law, If Optional Loss Damage Waiver is not purchased, and subject to any limitations in California law, Renter accepts responsibility and shall pay Owner, on demand, for: (a) All collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (b) Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter is responsible for the cost of repair up to the fair market value of Vehicle. (c) The first \$500 of vandalism damages that are not a direct result of the actual theft of Vehicle. (d) An administrative charge, as authorized by California Civil Code Section 1939.03. (e) Towing, storage or impound fees. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. If Renter is responsible for damages as outlined above, and if Renter returns Vehicle during nonbusiness hours or to any place other than the agreed upon location, damages as outlined above occurring prior to an employee of Owner checking in Vehicle is Renter's responsibility. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to Optional Accessories, or any liability imposed by law. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. Renter shall not have Vehicle repaired without permission from Owner.

**CIVIL CODE SECTION 1939.09 NOTICE ABOUT RENTER'S FINANCIAL RESPONSIBILITY AND OPTIONAL DAMAGE WAIVER. LOSS DAMAGE WAIVER IS NOT INSURANCE. THE PURCHASE OF LOSS DAMAGE WAIVER IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

Renter is responsible for all collision damage to Vehicle even if someone else caused it or the cause is unknown. Renter is responsible for the cost of repair up to the fair market value of Vehicle, administrative fees, towing, storage and impound fees. Renter is responsible for the first \$500 of vandalism that is not a direct result of the actual theft of Vehicle. Renter will be responsible for theft of Vehicle or damages resulting from the theft of Vehicle if Renter or Authorized Driver(s) fails to exercise ordinary care of Vehicle during the Rental Period. Renter's own insurance, or the issuer of the credit card used to pay for the car rental transaction, may cover all or part of Renter's financial responsibility for Vehicle. Renter should check with Renter's insurance company, or credit card issuer, to find out about Renter's coverage and the amount of the deductible, if any, for which Renter may be liable. Further, if Renter uses a credit card that provides coverage for Renter's potential liability, Renter should check with the issuer to

determine if Renter must first exhaust the coverage limits of Renter's own insurance before the credit card coverage applies. Owner will not hold Renter responsible if Owner offers and Renter purchases Loss Damage Waiver. Loss Damage Waiver will not protect Renter if:

- a. Damage or loss results from an Authorized Driver(s): (1) Intentional, willful, wanton or reckless conduct (2) Operation of the vehicle under the influence of alcohol or drugs in violation of Section 23152 of the California Vehicle Code, (3) Towing or pushing anything or (4) Operation of the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions.
- b. Damage or loss occurs while the vehicle is: (1) Used for commercial hire, (2) Used in connection with conduct that could be properly charged as a felony, (3) Involved in a speed test or contest or in driver training activity, (4) Operated by a person other than an Authorized Driver, or (5) Operated outside of the United States and Canada.
- c. Any Authorized Driver(s) has: (1) Provided fraudulent information to the rental company or (2) Provided false information and the rental company would not have rented Vehicle if it had instead received true information.

**The daily cost of LDW is \$10.99 to \$500.00 per day, depending on the vehicle rented. As of August 1, 2016, PAI benefits for rentals commencing in California are as follows:**

PAI Benefits**	Renter	Passenger
Accidental Death, Not to Exceed	\$250,000	\$125,000
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
Accident Ambulance Expense, Not to exceed	\$250	\$250

Accident Aggregate, not to exceed \$500,000 per accident.

**PEC Benefits:** \$650 per person; \$1,950 maximum coverage for all covered individuals during the Rental Period.

**Roadside Assistance Protection (RAP) does not include replacement of lost keys or remote entry devices.**

**CALIFORNIA DEPARTMENT OF INSURANCE LICENSE NUMBERS: 0E20233, 0D15656, 0D15655 and 0627217. THE CALIFORNIA DEPARTMENT OF INSURANCE MAINTAINS A TOLL-FREE CONSUMER HOTLINE. 800-927-4357(HELP)**

**FOR RENTALS ORIGINATING IN COLORADO**

**NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. YOU ARE ADVISED NOT TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY CERTAIN GOLD OR PLATINUM CREDIT CARDS OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE**

**DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.**

CDW will be invalidated if damages to Vehicle are caused by Renter or AAD (s) by:

- a. willful and wanton conduct or misconduct;
- b. intoxication by alcohol or use of controlled substances as defined in C.R.S. Section 42-4-1301;
- c. participation in a speed contest;
- d. carrying person(s) or property for hire, or pushing or towing anything;
- e. use of Vehicle while committing a misdemeanor or felony or other criminal act;
- f. use of Vehicle by an unauthorized driver, which includes any person not specifically named as an AAD (s) in this Contract;
- g. supplying information which is false concerning the rental transaction with the intent to defraud Owner;
- h. use of Vehicle outside the continental United States, or
- i. any instance whereby, during the rental of Vehicle, the speedometer or odometer is tampered with or disconnected.

PAI Benefits**	Renter	Passenger
Accidental Death, Not to Exceed	\$250,000	\$125,000
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
Accident Ambulance Expense, Not to exceed	\$250	\$250

Accident Aggregate, not to exceed \$500,000 per accident.

Notice and Acknowledgment Regarding Chain/Traction Law. Renter is solely responsible for compliance with all chain/traction laws, statutes, regulations, and ordinances, including but not limited to C.R.S. Section 42-4-

106. Owner makes no representations or warranties that Vehicle complies with any chain/traction law, statute, regulation, or ordinance. For more information about Colorado's chain/traction laws, please review the Colorado Department of Transportation's Fact Sheet—Traction Law and Passenger Vehicle Chain Law and its website at: <https://www.codot.gov/travel/winter-driving/TractionLaw>



## **FOR RENTALS ORIGINATING IN CONNECTICUT**

RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY MAY COVER COLLISION DAMAGE, FIRE AND THEFT DAMAGE AND PERSONAL INJURY INCURRED WHILE USING VEHICLE. THE ANNUALIZED RATES ARE \$9121.35 OR LESS FOR LOSS DAMAGE WAIVER (LDW), \$4,197.50 OR LESS FOR PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (PAI/PEC), \$5,675.75 FOR SUPPLEMENTAL LIABILITY PROTECTION (SLP) AND \$1,821.35 FOR ROADSIDE PLUS (RSP). THE PURCHASE OF LDW, RSP, PAI/PEC, OR SLP OR ANY OF YOUR OTHER INSURANCE OPTIONS IS NOT REQUIRED TO RENT A VEHICLE.

The Motor Vehicle Surcharge (MOTOR VEH SURCHARGE) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities to own, title, register and plate all vehicles in its rental fleet registered in Connecticut. The MOTOR VEH SURCHARGE is not calculated based on the costs imposed upon a particular vehicle.

## **FOR RENTALS ORIGINATING IN THE DISTRICT OF COLUMBIA**

**Warning - failure to return this vehicle in accordance with the terms of this Rental Contract may result in a criminal penalty of up to 3 years in jail.**

**Pursuant to DC ST § 50-1703(d), the operator of a motor vehicle may not transport any child of less than 3 years of age unless the child is properly restrained in a child restraint seat. The operator of a motor vehicle shall not transport any child under 16 years of age unless the child is properly restrained in an approved child safety restraint system or restrained in a seat belt. Children under 8 years of age shall be properly seated in an installed infant, convertible (toddler) or booster child safety seat, according to the manufacturer's instructions. A booster seat shall only be used with both a lap and shoulder belt. A parent or legal guardian may transport his or her own child without restraint herein if that person is transporting a number of his or her own children of less than 16 years of age which exceeds the number of passenger positions equipped with safety belts in the motor vehicle. However, an unrestrained child may not be transported in the front seat of a motor vehicle.**

## **FOR RENTALS ORIGINATING IN FLORIDA**

The Waste Tire and Battery Fee Recovery (Tire/Battery Fee), which is Owner's charge to recover the waste tire and lead-acid battery fee which Owner must remit in Florida.

The Florida State Rental Car Surcharge (SC REC) which is the Florida State Rental Car Surcharge imposed by the state.

**The valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by ss. 324.021(7) and 627.736, Florida statutes.**

**Failure to return rental property or equipment upon expiration of the rental period and failure to pay all amounts due (including costs for damage to the property or equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with section 812.155 and/or section 817.52 of the Florida Statutes.**

**A copy of the Miami Dade County Visitor Information Map is available at the rental counter or exit booth.**

**Personal Injury Protection and Uninsured/Underinsured Motorist Protection. Except as required by law, neither Owner nor its affiliate provides Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) through this Contract. If Owner or its affiliate is required by law to provide PIP and/or UM/UIM, Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects PIP and/or UM/ UIM limits in excess of the minimum**

limits required by law. If Owner or its affiliate is required by law to provide PIP, Owner and any affiliate will be entitled to all defenses and the maximum reduction of payments afforded under Florida statute 627.736, et. seq. Furthermore all parties seeking such PIP benefits must fully cooperate with Owner, its affiliate(s) and its representatives.

All parties seeking PIP or UM/UIM benefits, including their purported assignors, must complete an Application for PIP Benefits on a form provided by Owner as soon as practicable following the alleged loss. Furthermore, all parties seeking PIP or UM/UIM benefits, including their purported assignors, must fully cooperate with Owner and its representatives in its investigation into the loss. Such cooperation includes, but is not limited to, the obligation to submit to an Examination Under Oath, Independent Medical Examinations, as well as the provision of recorded statements and written statements. Cooperation with Owner and its affiliate's investigation is a condition precedent to receiving PIP benefits from Owner or its affiliate. Notice Pursuant to F.S. 627.736(5)(a)5, Owner, on behalf of itself and any applicable affiliate, hereby places all potential Personal Injury Protection (PIP) claimants on notice, per the terms of Florida's No-Fault Law, that Owner and any applicable affiliate will limit payment pursuant to the schedule of charges specified in paragraph (5)(a)1 of F.S. 627.736.

**PAI Benefits:** Renter Passenger

Accidental Death, Not to exceed \$250,000 \$125,000

Accident Aggregate, not to exceed \$500,000 per accident.

#### **FOR RENTALS ORIGINATING IN HAWAII**

**Collision Damage Waiver Notice:** Renter understands and acknowledges that by entering into this Rental Contract Renter may be liable for damage to the vehicle resulting from a collision. Renter may already be sufficiently covered and should examine their personal automobile insurance policy to determine whether it provides coverage for collision damage and the amount of the deductible. Collision Damage Waiver is optional and entails an additional charge of up to \$31.99 per day. Additional conditions and restrictions apply.

The UM/UIM limits are \$1,000,000 combined single limit when SLP applies.

#### **FOR RENTALS ORIGINATING IN ILLINOIS**

This contract offers, for an additional charge, a Collision Damage Waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a Collision Damage Waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. Before deciding whether to purchase the Collision Damage Waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under your own insurance coverage.

**Damage to, Loss or Theft of, Vehicle and Related Costs.** Subject to the limitations set forth in Section 6-305.2 of the Illinois Vehicle Code, which limits the Renter's liability for loss, damage, or theft of the vehicle to the actual and reasonable costs to the Owner for the repair of the Vehicle, or fair market value of the Vehicle whichever is less, Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory, including and without limitation tires and tools, occurring during the Rental Period, regardless of fault or negligence of Renter or any other person or act of God. Under Section 6-305.2 of the Illinois Vehicle Code, the maximum amount the Owner may recover for loss or damage of the vehicle is \$16,000 up until May 31, 2014. Thereafter, this amount is subject to an annual increase of \$500 on June 1 of each year thereafter.

Renter shall pay the Owner the amount necessary to repair the damaged vehicle, subject to the aforementioned limitations. Renter shall not have Vehicle or Optional Accessories repaired without

permission from Owner. If the Owner determines the Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds, subject to the aforementioned limitations in Section 6-305.2. For purposes of this Contract, fair market value shall be the retail value of Vehicle immediately preceding the loss. Liability for theft of the Vehicle is limited to \$2,000 except if the Renter or ADD(s) fails to exercise reasonable care while in possession of the Vehicle or the Renter or ADD(s) commits, aids or abets the theft of the vehicle, the Renter is responsible for the actual and reasonable cost of the Vehicle, up to its fair market value, subject to the aforementioned limitations set forth in Section 6-305.2. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages, subject to the aforementioned limitations in Section 6-305.2. If Vehicle is returned during non-business hours or to any place other than the agreed upon location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL CDW. COLLISION DAMAGE WAIVER is not insurance. It is not required in order to rent Vehicle. Renter may purchase optional Loss Damage Waiver (CDW) from Owner for an additional fee. If Renter purchases CDW, Owner agrees, subject to the actions that void CDW listed below, to contractually waive Renter's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, CDW does not apply to lost keys, key fobs, transponders or Optional Accessories. CDW does not apply to damage occurring in Mexico. When deciding whether or not to purchase CDW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to, or theft of, Vehicle, you have coverage or protection for such damage or theft and the amount of your deductible or out-of-pocket risk.**

**CDW will be voided for one or more of the following reasons:**

- a. Damage or loss while the rental vehicle is used to carry persons or property for a charge or fee.**
- b. Damage or loss during an organized or agreed upon racing or speed contest or demonstration or pushing or pulling activity in which the rental vehicle is actively involved.**
- c. Damage or loss that could be reasonably expected from an intentional or criminal act of the driver other than a traffic infraction.**
- d. Damage or loss to any rental vehicle resulting from any auto business operation, including but not limited to repairing, servicing, testing, washing, parking, storing, or selling of automobiles.**
- e. Damage or loss occurring to a rental vehicle if the rental contract is based on fraudulent or material misrepresentation by the renter.**
- f. Damage or loss arising out of the use of the rental vehicle outside the continental United States when such use is specifically prohibited in the rental agreement.**
- g. Damage or loss occurring while the rental vehicle is operated by a driver not permitted under the rental contract.**
- h. Damage or loss occurring while the rental vehicle is operated by a driver under the influence of alcohol, other drug or drugs, intoxicating compound or compounds, or any combination thereof and convicted of violating subsection (a) of Section 11-501 of the Illinois Vehicle Code.**
- i. Damage or loss to the rental vehicle if the rental vehicle is stolen and the renter fails to: (i) return the rental vehicle's ignition key and the key tag identifying the rental vehicle to the rental vehicle company; (ii) file a police report within the 24-hour period after discovery of the rental vehicle theft; and (iii) fully cooperate with the rental company, law enforcement agency, or any other authority in all matters connected to the investigation of the stolen rental vehicle.**

## FOR RENTALS ORIGINATING IN INDIANA

### **LOSS DAMAGE WAIVER (LDW) DISCLOSURE:**

1. LDW is optional. 2. LDW entails an additional charge 3. The additional charge per day for DW is up to \$49.99 4. All benefits of, and actions that invalidate, DW are in Paragraph 16. 5. Renter or other authorized driver(s) may already be sufficiently covered for damage to Vehicle and should examine the Renter's or authorized driver's automobile insurance policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented vehicle, and the amount of the deductible. 6. By entering into the Rental Contract, Renter may be liable for damage, loss, or loss of use to the rental vehicle. Renter has read, understands and acknowledges this disclosure.

**Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.** Except to the extent restricted, modified or limited by State law, Renter accepts responsibility for: (a) damage to Vehicle or Optional Accessories or any part or accessory occurring during the Rental Period regardless of fault, (b) Theft of Vehicle or damages resulting from the theft of Vehicle if Renter or AAD (s) fails to exercise ordinary care of Vehicle during the Rental Period, and (c) negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Rental Contract, fair market value shall be the retail value of Vehicle as determined in the customary market for the sale of the vehicle. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter is responsible for all towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows:

(i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 4 multiplied by the daily rate; multiplied by 80%, (ii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate. Renter also agrees to pay: (a) an administrative fee of \$50.00 when the repair estimate is less than \$500.00, \$100.00 when the repair estimate is between \$500.00 and 1,500.00, or \$150.00 if greater than \$1,500.00. If Vehicle is returned during non-business hours or to any place other than agreed upon location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL LDW.**

**Loss Damage Waiver is not insurance. It is not required in order to rent a Vehicle. By entering into this Rental Contract, Renter may be liable for damage, loss, loss of use of the rented car, and other amounts, as described in Paragraph 5. Renter may purchase optional Damage Waiver (LDW) from Owner for an additional fee. If Renter purchases LDW, Owner agrees, subject to the actions that invalidate DW listed below, to contractually waive Renter's responsibility for all of the cost of damage to, loss or theft of, Vehicle or any part or accessory and related costs regardless of fault or negligence. Notwithstanding anything to the contrary and unless prohibited by law, LDW does not apply to lost keys, key fobs, transponders, Optional Accessories, or any liability imposed by law. LDW does not apply to damage occurring in Mexico. Renter and any AAD(s) may already be sufficiently covered for damage to Vehicle and should examine Renter's own automobile insurance policy to determine whether the policy provides coverage for damage, loss, or loss of use to a rented car, and the amount of the deductible.**

### **THE FOLLOWING SHALL INVALIDATE DW:**

**a. if Vehicle is damaged when used or driven:**

**(1) by any person other than Renter or AAD(s) without Owner's prior written consent;**

**(2) by any person if there is reasonable evidence he or she was intoxicated or under the influence of an illegal drug;**

- (3) by any person committing a felony or in connection with conduct that could properly be charged as a felony;
  - (4) in a race or speed contest, road rally, test or driver training activity;
  - (5) to tow or push anything;
  - (6) under authority of any license that is suspended, revoked, invalid or does not belong to the driver;
  - (7) to transport persons or property for hire;
  - (8) in a wanton or reckless manner or if Vehicle is damaged intentionally or through willful or wanton misconduct;
  - (9) on an unpaved road or off road;
  - (10) to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind; or
- b. if Renter or any AAD(s) provided Owner with fraudulent or false information and owner would not have rented Vehicle if Owner had received true information; or
- c. if damage arises out of vandalism or theft of Vehicle caused by the negligence of Renter or AAD(s); or
- d. if Vehicle's interior components are stolen or damaged when Vehicle is unlocked or keys are not secured; or
- e. if Renter or any AAD(s) fails or refuses to provide Owner, police, or other authorities with a full report of any theft, accident or vandalism involving Vehicle or otherwise fails to cooperate with Owner, police, or other authorities in the investigation of any theft, accident or vandalism.
- f. if Vehicle is stolen and Renter fails to do any of the following:
- (1) return the original ignition keys and Owner's key tag identifying Vehicle;
  - (2) file a police report within 24 hours after discovering the theft;
  - (3) cooperate fully with Owner, police and other authorities in all matters connected with the investigation of the theft.

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**FOR RENTALS ORIGINATING IN IOWA**

**NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER ALL OR PART OF YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.**

Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God. Renter shall pay Owner the amount necessary to repair Vehicle or Optional Accessories. Renter shall not have Vehicle or Optional Accessories repaired without permission from Owner. If Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale

proceeds. For purposes of this Contract, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned, Renter shall pay Owner the replacement cost of the Optional Accessories. Damages for which Renter is also responsible include but are not limited to: loss of use regardless of fleet utilization (total labor hours from the repair estimate divided by 8, multiplied by the daily rate), claim administrative fees (\$50 if the repair estimate is less than

\$500, \$100 if between \$500 and \$1499, and \$150 if greater than \$1500), diminishment of value (10% of the repair estimate if the damages are greater than \$499), towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Vehicle is returned during non-business hours or to any place other than the agreed upon return location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. **SEE SECTION 17 FOR INFORMATION ON OPTIONAL LDW.**

### **FOR RENTALS ORIGINATING IN KANSAS**

**NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.**

#### **The following shall invalidate LDW:**

- (1) Damages caused intentionally by the lessee or authorized driver or as a result of lessee's or authorized driver's willful or wanton misconduct;
- (2) damages caused by an authorized driver of the rental motor vehicle driving while intoxicated or under the influence of any illegal or unauthorized drug,  
or the combined influence of alcohol and any illegal or unauthorized drug;
- (3) damages caused while engaging in any speed contest;
- (4) the rental transaction is based on fraudulent information supplied by the renter;
- (5) the damage arises out of the use of the vehicle while committing or otherwise engaged in a criminal act which would be a felony in which the automobile usage is substantially related to the nature of the criminal activity;
- (6) the damage arises out of the use of the vehicle to carry persons or property for hire;
- (7) the damage occurs while the vehicle is operated by a person other than an authorized driver;
- (8) the damage arises out of the use of the vehicle outside of the United States unless such use is specifically authorized by the rental contract;
- (9) towing or pushing anything or if operation of the vehicle is off road; and
- (10) loss due to the theft of the rental vehicle. However, the lessee shall be presumed to have no liability for any loss due to theft if:
  - (A) An authorized driver has possession of the ignition key furnished by the lessor, proof that the keys to the rental motor vehicle were taken by duress or an authorized driver establishes that the ignition key furnished by the lessor was not in the vehicle at the time of the theft; and

- (B) an authorized driver files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of the theft and reasonably cooperates with the lessor and the police or other law enforcement agency in providing information concerning the theft.

**Roadside Assistance Protection (RAP)** does not include replacement of lost keys or remote entry devices.

### **FOR RENTALS ORIGINATING IN LOUISIANA**

**NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22:1296.**

**EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.**

The LDW excludes the following:

- a. Damages caused intentionally by the Renter or as a result of his willful or wanton misconduct.
- b. Driving while intoxicated or under the influence of any drug, or the combined influence of alcohol and any drug.
- c. Damages caused while engaging in any speed contest.
- d. Damages caused while using the vehicle to push or tow anything, or using the vehicle to carry persons or property for hire, unless authorized by the Owner.
- e. Damages incurred while driving outside the geographical limitations set forth in the contract.
- f. Damages incurred while the vehicle is driven, with Renter's permission or accession, by anyone other than a person authorized under the contract to drive the vehicle.
- g. The vehicle was leased or an authorized driver approved as a result of fraudulent information provided to the Owner.
- h. Damage caused while committing or as a result of commission of a felony.

If Renter or AAD(s) continues to operate Vehicle after the right to do so is terminated: Owner has the right to notify police Vehicle has been stolen; Renter and AAD(s) hereby release and discharge Owner from any liability arising from such notice; Owner has the right to cause Vehicle to be seized under applicable state law.

### **FOR RENTALS ORIGINATING IN MARYLAND**

**Notice: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the automobile. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental automobile and the amount of the deductible under your own insurance coverage. The purchase of this collision damage waiver is not mandatory and may be waived. Maryland law requires that all Maryland residents' insurance policies with collision**

coverage automatically extend that collision coverage to passenger cars rented by the insureds named in the policy for a period of 30 days or less.

**You may not need the automobile insurance offered by Owner. Your automobile insurance policy may provide coverage for your liability while operating a rental vehicle. You should check the terms and conditions of your automobile insurance policy to determine if coverage is provided for the rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if you are driving the rental vehicle due to an accident or repairs, state law may require your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the Owner of the rental vehicle.**

**If Vehicle is a replacement vehicle as defined in Section 17-104 of the Maryland Transportation Code, the required security on the vehicle being replaced (Renter's/driver's vehicle) is primary, and any required security Owner provides on Vehicle is secondary. If Vehicle is not a replacement vehicle, the coverage maintained by the renter, except for coverage provided by the Maryland Automobile Insurance Fund, is primary coverage on the Owner's confirmation with the insurance carrier that provides coverage to the renter that the insurance maintained by the renter provides valid and collectible coverage in the amounts required under Section 17-103(b) of the Maryland Transportation Code to the Owner's vehicle while it is used as a rental vehicle and any required security Owner provides on Vehicle is secondary.**

#### **FOR RENTALS ORIGINATING IN MASSACHUSETTS**

**NOTICE: This contract offers, for an additional charge, a Collision Damage Waiver to cover your financial responsibility for damage to the rental vehicle. Your personal automobile insurance may already cover you for damage to a rental car. The purchase of a Collision Damage Waiver is optional and may be declined. For Massachusetts residents: If you have an automobile policy on your personal vehicle with coverage for collision, your policy will cover collision damage to a rental vehicle, less the deductible on your policy. If you have comprehensive coverage on your vehicle, your policy will cover loss on the rental vehicle caused by fire, theft or vandalism, less the deductible on your policy. Drivers who hold policies in other states should check with their insurance agents to determine whether their policies extend to rental vehicles.**

CDW does not cover the following:

- a. Damage or loss caused intentionally, willfully or wantonly by an authorized driver;
- b. Damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred;
- c. Damage or loss caused while an authorized driver is engaging in any speed contest;
- d. Damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental contract;
- e. Damage or loss incurred while an authorized driver is driving outside the United States or Canada, unless expressly authorized in the rental Contract;
- f. Damage or loss incurred while the vehicle is driven, with the Renter's permission or accession, by anyone other than an authorized driver;
- g. Damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company;
- h. Damage or loss incurred as a result of commission of a felony by an authorized driver.



## FOR RENTALS ORIGINATING IN MICHIGAN

Section 257.401 of the Michigan Compiled Laws provides that the rental vehicle owner is liable only up to \$20,000 because of bodily injury or death to one person in any one accident and \$40,000 because of bodily injury or death to two or more persons in any one accident, and only if the rented vehicle is operated by the renter, other authorized driver, or by the renter's spouse, father, mother, brother, sister, son, daughter, or other immediate family member. And, that the renter may be liable to the owner up to these amounts and to an injured person for amounts awarded in excess of these amounts.

## FOR RENTALS ORIGINATING IN MINNESOTA

**I. Minnesota Collision Damage Waiver Form: UNDER MINNESOTA LAW, A PERSONAL AUTOMOBILE INSURANCE POLICY MUST: (1) COVER THE RENTAL OF THIS MOTOR VEHICLE AGAINST DAMAGE TO THE VEHICLE AND AGAINST LOSS OF USE OF THE VEHICLE; AND (2) EXTEND THE POLICY'S BASIC ECONOMIC LOSS BENEFITS, RESIDUAL LIABILITY INSURANCE, AND UNINSURED AND UNDERINSURED MOTORIST COVERAGES TO THE OPERATION OR USE OF A RENTED MOTOR VEHICLE. THEREFORE, PURCHASE OF ANY COLLISION DAMAGE WAIVER OR SIMILAR INSURANCE AFFECTED IN THIS RENTAL CONTRACT IS NOT NECESSARY. IN ADDITION, PURCHASE OF ANY ADDITIONAL LIABILITY INSURANCE IS NOT NECESSARY IF YOUR POLICY WAS ISSUED IN MINNESOTA UNLESS YOU WISH TO HAVE COVERAGE FOR LIABILITY THAT EXCEEDS THE AMOUNT SPECIFIED IN YOUR PERSONAL AUTOMOBILE INSURANCE POLICY .**

**The following shall invalidate the CDW and accordingly damage and loss resulting or arising from such actions are excluded from and not covered by the CDW:**

- a. Damage or loss that results directly from the intentional, reckless, willful, or wanton misconduct of Renter or AAD(s) in the operation of Vehicle;
- b. Damage or loss that results directly from Renter or AAD(s) operation of Vehicle while legally intoxicated or under the influence of any illegal drugs, as defined or determined under the laws of the state in which the damage or loss occurred;
- c. Damage or loss that results directly from Renter or AAD(s) operation of Vehicle to tow or push cargo or any other object;
- d. Damage or loss arising out of the operation of Vehicle for any commercial purpose;
- e. Damage or loss arising out of the use of Vehicle in the commission of a criminal activity that is classified as a felony under the laws of the state in which the criminal activity occurred;
- f. Damage or loss arising out of the operation of Vehicle in any speed test, speed contest, or driver training activity;
- g. Damage or loss arising out of the operation of vehicle outside the United States or Canada;
- h. Damage or loss arising out of the operation of Vehicle by Renter or AAD(s) who submitted fraudulent or false information to Owner;
- i. Damage or loss arising out of the operation of Vehicle by an unauthorized driver;
- j. Damage or loss that occurs as a result of continued operation of Vehicle when such operation would cause damage to Vehicle.

## Certificate Summary of Personal Accident Insurance

**PURCHASE OF PERSONAL ACCIDENT INSURANCE (PAI) IS OPTIONAL AND NOT REQUIRED TO RENT A VEHICLE. THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS AND EXCEPTIONS OF THE PAI POLICY ISSUED BY EMPIRE FIRE & MARINE INSURANCE COMPANY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. PAI MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED BY A PERSONAL INSURANCE POLICY, COMPREHENSIVE HOMEOWNER'S OR TENANT'S POLICY OR SOME OTHER SOURCE. BENEFITS AVAILABLE UNDER THE PAI, HOWEVER, WILL BE PAID IN ADDITION TO THOSE RECEIVED FROM ANY OTHER SOURCE. EMPLOYEES, AGENTS OR ENDORSEES OF VEHICLE OWNER (AS DEFINED IN THE RENTAL CONTRACT) ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.**

PAI provides Renter and Renter's passengers with Accidental Death, Accident Medical Expenses and Ambulance Expense benefits. PAI is available for an additional charge as stipulated on the Rental Contract Summary. "Renter" is the person who signs the Rental Contract as Renter.

PAI Benefits**	Renter	Passenger
Accidental Death, Not to Exceed	\$100,000	\$10,000
Accident Medical Expenses, Not to exceed	\$3,500	\$3,500

Accident Ambulance Expense, Not to exceed	\$250	\$250
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Accident Aggregate, not to exceed \$130,000 per accident.

The above PAI benefits for Renter apply to accidents during the Rental Period whether or not Renter is in Vehicle. Passengers are covered only for accidents occurring while they occupy Vehicle. Anyone other than Renter occupying or operating Vehicle shall be considered a "Passenger" for the purposes of PAI benefits.

**PAI Exclusions:**

PAI shall not cover any death or injury caused wholly or partly, directly or indirectly by suicide, attempted suicide, or self-inflicted injury; aircraft travel except as a passenger in a licensed aircraft on a regularly scheduled flight; committing or attempting to commit a criminal offense; an accident which occurs while under the influence of alcohol or narcotics, unless prescribed by a physician; an accident which occurs while participating as a professional in a prearranged or organized race or testing of a vehicle; war or any act of war; or engagement in an illegal occupation; nor shall this insurance be in effect if Renter converts Vehicle. Renter shall be deemed to have converted Vehicle whenever Vehicle is not returned to the Owner by the return date or by the extended return date.

To file PAI claims, obtain a claim form from any rental office of Owner, complete it and return it with a copy of the Rental Contract to:

***Sedgwick CMS***

**P.O. Box 94950**

**Cleveland, OH 44101-4950**

**Phone: 1-888-515-3132 Fax: 1-440-914-2903**

**SUPPLEMENTAL LIABILITY PROTECTION (SLP)**

**THE PURCHASE OF SUPPLEMENTAL LIABILITY PROTECTION IS OPTIONAL AND NOT REQUIRED IN ORDER TO RENT A VEHICLE.**

**THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL PROVISIONS, LIMITATIONS, EXCEPTIONS AND EXCLUSIONS OF THE SLP POLICY. UPON REQUEST, A COPY OF THE POLICY IS AVAILABLE FOR REVIEW. SLP MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY FURNISHED UNDER A PERSONAL INSURANCE POLICY, OR SOME OTHER**

**SOURCE. OWNER'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING COVERAGE.**

**SLP Benefits:**

**Optional Supplemental Liability Protection (SLP) provides Renter with minimum financial responsibility limits (at no charge to Renter) as outlined in the applicable motor vehicle financial responsibility laws of the state where Vehicle is operated AND excess insurance provided by the insurance policy (SLP charge as shown on the Summary is for the excess insurance only), which supplies Renter and AAD(s) with third-party liability protection with a combined single limit per accident equal to the difference between the minimum financial responsibility limits referenced above and \$300,000 Combined Single Limit per accident. SLP will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in the Contract. The policy does not provide coverage for any loss arising from the use or operation of Vehicle in Mexico. SLP is available for an additional charge as stipulated on the Summary.**

**SLP Exclusions:**

**For all exclusions, see the SLP policy. Here are a few key exclusions:**

- (a) Loss arising out of an accident which occurs while Renter or AAD(s) is under the influence of alcohol or drugs, or other substances unless prescribed by a physician;**
- (b) Loss arising out of bodily injury or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household; (c) Loss arising out of the operation of Vehicle by any driver who is not Renter or AAD(s); (d) Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state; (e) Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault or any similar law to the foregoing, in any state; (f) Bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by Renter or AAD(s);**
- (g) Property damage to property transported or in the care, custody or control of Renter or AAD(s); (h) Damage to Vehicle; (i) Liability arising out of the use of Vehicle, which was obtained based on false, misleading or fraudulent information; (j) Loss arising out of the use of Vehicle when such use is otherwise in violation of the terms and conditions of the Contract. (k) Bodily injury or property damage expected or intended from the standpoint of Renter or AADs.**

**Report SLP Claims to:**

**Sedgwick CMS**

**P.O. Box 94950**

**Cleveland, OH 44101-4950**

Phone: 1-888-515-3132 Fax: 1-216-617-2928

**FOR RENTALS ORIGINATING IN MISSOURI**

**COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE NOTICE: OUR CONTRACT OFFERS FOR AN ADDITIONAL CHARGE COLLISION DAMAGE WAIVER AND CAR RENTAL INSURANCE PRODUCTS. BEFORE DECIDING WHETHER TO PURCHASE ANY OF THESE OPTIONAL PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE OR CREDIT CARD PROVIDES YOU COVERAGE DURING THE RENTAL PERIOD. THE PURCHASE OF ANY OF THESE OPTIONAL PRODUCTS IS NOT REQUIRED TO RENT A VEHICLE.**

EXCLUSIONS: CDW does not apply if:

- a. The damage is caused intentionally by an authorized driver or as a result of the driver's willful and wanton misconduct;
- b. The damage arises out of the authorized driver's operation of Vehicle while intoxicated or under the influence of any illegal or unauthorized drug;
- c. The rental transaction is based on fraudulent information supplied by Renter;
- d. The damage arises out of the use of Vehicle while committing or otherwise engaged in a criminal act in which the vehicle usage is substantially related to the nature of the criminal activity;
- e. The damage arises out of the use of Vehicle to carry person or property for hire;
- f. The damage occurs while the vehicle is operated by a person other than an authorized driver. For the purposes of this Paragraph, "authorized driver" means the (a) renter, (b) the renter's spouse if the spouse is a licensed driver and satisfies the car rental company's minimum age requirement; (c) the renter's employee or co-worker if they are engaged in business activity with the person to whom the vehicle is rented, are licensed drivers, and satisfy the rental company's minimum age requirements; (d) any person who operates the vehicle during an emergency situation; and (e) any person expressly listed by the car rental company on the renter's contract as an authorized driver.
- g. The damage arises out of the use of Vehicle outside the United States or Canada unless such use is specifically authorized by the Rental Contract;
- h. The damage arising from towing or pushing anything or if the operation of Vehicle on an unpaved road has resulted in damage or loss which is a direct result of the road or driving condition;
- i. The damage or loss is due to the theft of Vehicle. However, Renter shall have no liability for any loss due to theft if;

(l)An authorized driver has possession of the ignition keys furnished by Owner or an authorized driver establishes that

the ignition keys furnished by Owner were not in Vehicle at the time of the theft, and

- (2) An authorized driver files an official report of the theft with the police or other law enforcement agency within 24 hours of learning of the theft and reasonably cooperates with Owner and the police or other law enforcement agency in providing information concerning the theft.

### **FOR RENTALS ORIGINATING IN NEBRASKA**

**PEC Benefits:** \$650 per person; \$1,950 maximum coverage for all covered individuals during the Rental Period.

### **FOR RENTALS ORIGINATING IN NEW MEXICO**

**WE OFFER FOR AN ADDITIONAL CHARGE THE FOLLOWING OPTIONAL PRODUCTS: LOSS DAMAGE WAIVER; PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE; SUPPLEMENTAL LIABILITY PROTECTION AND ROADSIDE PLUS. BEFORE DECIDING TO PURCHASE ANY OF THESE PRODUCTS, YOU MAY WISH TO DETERMINE WHETHER YOUR PERSONAL INSURANCE, CREDIT CARD OR OTHER COVERAGE PROVIDES YOU PROTECTION DURING THE RENTAL PERIOD. IF SUCH COVERAGE EXISTS AND IS CONFIRMED, RENTER MAY REQUIRE OWNER AS THEIR AGENT TO SUBMIT CLAIMS TO THEIR INSURANCE CARRIER FOR PAYMENT. THE PURCHASE OF ANY OF THESE PRODUCTS IS NOT REQUIRED TO RENT VEHICLE.**

THE INSURANCE COVERAGE OF THE RENTER OR ANY AUTHORIZED DRIVER IS PRIMARY FOR THE LIMITS OF FINANCIAL SECURITY REQUIRED BY THE MANDATORY FINANCIAL RESPONSIBILITY ACT.

### **FOR RENTALS ORIGINATING IN NEW JERSEY**

- ♦ New Jersey Child Safety Seat Requirement:
  - Children under the age of 8 (through age 7) are legally required to ride in the back seat.
  - Under age 2 (0-23 months) and weighing less than 30 pounds are required to use a rear-facing car seat with a 5-point harness.
  - Age 2 through age 3 (24-47 months) secured in a car seat with 5-point harness either rear-facing (until reaching the weight or height limit) or forward-facing.
  - Age 4 through age 7 (48 months until 8th birthday) and less than 57 inches tall (4'9") secured in a forward-facing car seat with 5-point harness or a booster seat.
  - Age 8 through 17 shall wear a properly adjusted and fastened seat belt

If a motor vehicle does not have rear seats, current law requires a child to be secured in a child passenger restraint system. But if the vehicle without rear seat is equipped with a passenger-side airbag, the bill prohibits a child from being secured in a rear facing restraint system in the front seat unless the airbag is disabled or turned off.

### **FOR RENTALS ORIGINATING IN NEVADA**

**Nevada law requires any driver of a passenger car and any passenger 5 years of age or older who rides in the front or back seat of a passenger car to wear a safety belt if one is available for his seating position.**

**Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.** Renter accepts responsibility for damage to, loss or theft of, Vehicle, Optional Accessories or any part or accessory regardless of fault or negligence of Renter or any other person or act of God to the maximum extent permitted by Nevada law. Renter

shall not have Vehicle or Optional Accessories repaired without permission from Owner. Renter shall pay Owner the amount necessary to repair Vehicle. However, if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage, Renter shall pay Owner the fair market value less any sale proceeds. For purposes of this Contract, fair market value shall be the retail value of Vehicle immediately preceding the loss. If Optional Accessories are not returned Renter shall pay owner the replacement cost of the Optional Accessories. Renter acknowledges that:

- a. Renter's responsibility for loss or damage to the Vehicle or Optional Accessories will not exceed the fair market value of Vehicle at the time Vehicle is lost or damaged plus actual towing, storage and impound fees, an administrative charge (\$50 if the repair estimate is less than \$500, \$100 if between \$500 and \$1499.99, and \$150 if greater than \$1500), and a reasonable charge for loss of use regardless of fleet utilization (if Owner determines Vehicle is repairable, loss of use shall be total labor hours from the repair estimate divided by 8, multiplied by the daily rate. If the vehicle is stolen and not recovered or Owner determines Vehicle is salvage, loss of use shall be 15 days),
- b. Renter's responsibility for damage to the Vehicle and loss of use of Vehicle resulting from vandalism not related to the theft of the Vehicle and not caused by Renter will not exceed \$2,500; and
- c. Renter is not responsible for loss of or damage to Vehicle resulting from theft or vandalism related to the theft if Renter has possession of the ignition key or Renter establishes that the ignition key was not in Vehicle at the time of the theft, Renter files an official report of the theft with the police within 24 hours of learning of the theft and Renter cooperates with Owner and the police in providing information regarding the theft, and neither Renter nor an AAD (s) committed or aided and abetted the commission of the theft. If Vehicle is returned during non-business hours or to any place other than the agreed upon return location, any damage to, loss or theft of, Vehicle or Optional Accessories occurring prior to an employee of Owner checking and inspecting the Vehicle is Renters responsibility. SEE SECTION 17 FOR INFORMATION ON OPTIONAL DW.

**The following invalidate LDW:**

1. Damage or loss resulting from:

- B. the intentional, willful, wanton or reckless conduct of Renter or AAD(s);
- C. operation of the Vehicle by Renter or AAD(s) while impaired or under the influence of drugs or alcohol in violation of the laws of the state in which the loss or damage occurs;
- D. Renter or AAD(s) using the Vehicle to tow or push anything; or
- E. operation of the Vehicle by Renter or AAD(s) on an unpaved road if the damage or loss is a direct result of the road or driving conditions;
- F. theft of the passenger car if committed by an authorized driver or a person aided or abetted by an authorized driver. A theft is presumed to have been committed by a person other than an authorized driver or a person aided or abetted by an authorized driver if the short-term lessee of the car:
  - i. Has possession of the ignition key furnished by the Owner or establishes that the ignition key furnished by the lessor was not in the car at the time of the theft; and
  - ii. Files an official report of the theft with an appropriate law enforcement agency within 24 hours after learning of the theft and cooperates with the lessor and the law enforcement agency in providing information concerning the theft. The lessor may rebut the presumption set forth in this subsection by establishing that an authorized driver committed or aided and abetted another person in the

commission of the theft

2. Damage or loss occurring when the Vehicle is:

- A. used for hire;
- B. used in connection with conduct that constitutes a felony;
- C. involved in a speed test or contest or in driver training activity;
- D. OPERATED BY A PERSON OTHER THAN YOU OR AAD(s), or
- E. Operated in a foreign country or outside of the States of Nevada, Arizona, California, Idaho, Oregon and Utah, unless the lease expressly provides that the passenger car may be operated in other locations; or

If the Vehicle was rented as a result of fraudulent information provided to Owner by Renter or an AAD(s) or as a result of false information provided to Owner by Renter or an AAD(s) if Owner would not have rented the Vehicle if it had received true information.

**Roadside Assistance Protection (RAP)** does not include replacement of lost keys or remote entry devices.

### **FOR RENTALS ORIGINATING IN NEW YORK**

ATTENTION: Owner purchases no third-party insurance covering this rental, but provides its renters and authorized drivers with minimum liability coverage, as required by the New York Vehicle and Traffic Law. Those coverages are: \$25,000 per accident for bodily injury to one individual/\$50,000 per accident for bodily injury to more than one individual; \$50,000 per accident for the death of one individual/\$100,000 per accident for the death of more than one individual; \$10,000 per accident for injury to or destruction of property. In addition, to the extent required by law, Owner will defend the renter and authorized drivers from all claims of third parties alleging bodily injury, death or property damage arising out of the operation of the rental vehicle. If additional liability coverage is desired, you may purchase Supplemental Liability Protection from Owner at an additional cost.

**NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, OPTIONAL VEHICLE PROTECTION TO COVER YOUR FINANCIAL RESPONSIBILITY FOR DAMAGE OR LOSS TO THE RENTAL VEHICLE. THE PURCHASE OF OPTIONAL VEHICLE PROTECTION IS OPTIONAL AND MAY BE DECLINED. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO PURCHASE THIS PROTECTION IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR AUTOMOBILE INSURANCE POLICY. BEFORE DECIDING WHETHER TO PURCHASE OPTIONAL VEHICLE PROTECTION, YOU MAY WISH TO DETERMINE WHETHER YOUR CREDIT CARD OR YOUR VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF DEDUCTIBLE UNDER SUCH COVERAGE.**

**Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs. Renter accepts responsibility for all damage to, and loss or theft of, Vehicle, Optional Accessories, and any other part or accessory occurring during the Rental Period, regardless of fault or negligence of Renter or any other person or act of God, to the extent permitted by applicable law, including (i) physical damage to Vehicle (including any part or accessory); (ii) mechanical damage to Vehicle (including any part or accessory) related to an accident; and (iii) physical and mechanical damage to, and loss or theft of, Optional Accessories. Renter also accepts responsibility for loss of Vehicle due to theft occurring during the Rental Period if it is established Renter or AAD(s) failed to exercise reasonable care, or aided or abetted in the commission of the theft of Vehicle.**



Renter shall provide notice to Owner or appropriate law enforcement agency within twelve hours of learning of the theft of Vehicle. Renter is not responsible for normal wear and tear except in the case of abuse or neglect. The total liability of Renter for which Renter agrees to pay Owner for damage to, loss or theft of, Vehicle shall not exceed the lesser of: the actual and reasonable costs that the Owner incurred to repair Vehicle or that the Owner would have incurred if the Vehicle had been repaired, which shall reflect any discounts, price reductions, or adjustments available to the Owner; or if Owner determines Vehicle is salvage or Vehicle is stolen and not recovered, the fair market value of the Vehicle immediately before the damage occurred, as determined in the applicable market for the retail sale of the Vehicle, less any net disposal proceeds. Damages for which Renter is also responsible include but are not limited to: towing, storage or impound fees, and other costs incurred by Owner to recover Vehicle and to establish damages. If Optional Accessories are not returned Renter shall pay owner the fair replacement value of the Optional Accessories. If Vehicle is returned during non-business hours or to any place other than Branch Address on the Rental Contract Summary, any damage to Vehicle or Optional Accessories, or loss or theft of Optional Accessories, occurring prior to an employee of Owner checking in and inspecting Vehicle is Renter's responsibility. Owner will not hold Renter liable for any amounts that are recovered from any other party or for damages incurred by Owner for the loss of use of Vehicle and related administrative fees. Upon the request of Renter, Owner shall submit any claims to Renter's insurance carrier and will negotiate with Renter's insurance carrier.

**Right To Inspect:** Failure to completely and accurately fill out and return an incident report within 10 days of receipt of notice may make Renter liable for damages sustained to Vehicle. EXCEPT where the damaged Vehicle is deemed to be a total loss and subject to salvage, Renter or his or her insurer has 72 hours from the return of Vehicle to notify Owner that he/she wishes to inspect the damaged Vehicle. The inspection must be completed within 7 business days of the return date of Vehicle. If Renter or his/her insurer does not request this inspection within the 72-hour period, Renter or his/her insurer will be deemed to have waived this right. If Owner determined the damaged Vehicle to be a total loss and subject to salvage, such 72-hour period for notification or waiver of the wish to inspect the damaged Vehicle shall not apply, and such right to inspect the damaged Vehicle shall expire 10 business days from Renter's receipt of an incident report form and notice from Owner. Upon request of Renter or his/her insurer, Owner will provide (i) the identity of the repairer of, and provide access to, the damaged Vehicle in order to verify the nature and extent of damages, repairs and repair costs, and/or repair estimates; and (ii) a copy of Owner's estimate of the costs of repairing the damaged Vehicle. Twenty days prior to commencing an action against Renter, Owner will provide Renter an additional opportunity to provide the incident report by providing a second notice along with another incident report by certified mail, return receipt requested, and another copy of such notice and report by regular mail, with proof of mailing by production of a certificate of mailing; and if Renter provides Owner with a completed incident report within fifteen days of the receipt of the notice, the applicable provisions of the NY General Business Law shall be satisfied. Renter's rights and responsibilities hereunder may apply to other "authorized drivers" as such term is defined in section 396-z of the NY General Business Law. Such "authorized drivers" and Renter are directed to section 396-z of the NY General Business Law for any further details regarding the nature and extent of his or her liability hereunder and the extent of his or her rights and responsibilities. SEE SECTION 17, AND THE EXCLUSIONS BELOW, FOR INFORMATION ON OPTIONAL LDW.

**THE FOLLOWING SHALL INVALIDATE LDW:** A violation of the contract shall exist and LDW (also referred to as Optional Vehicle Protection) is void and shall not apply to the following situations:

- a. the damage or loss is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver;
- b. the damage or loss arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs;

- c. the rental vehicle company entered into the rental transaction based on fraudulent or materially false information supplied by the renter or authorized driver;
- d. the damage or loss arises out of the use of the vehicle while engaged in the commission of a crime other than a traffic infraction;
- e. the damage or loss arises out of the use of the vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training;
- f. the damage or loss arises out of the use of the vehicle by a person other than: an authorized driver; a duly licensed parent or child over the age of eighteen thereof who permanently resides in the same household; or a parking valet or parking garage attendant for compensation and in the normal course of employment;
- g. the damage or loss arises out of the use of the vehicle outside of the continental United States when that use is not specifically authorized by the rental Contract;
- h. the authorized driver has failed to comply with the requirements for reporting damage or loss as set forth in the rental Contract.

For rentals commencing in New York, UM/UIM limits are \$100,000 per person/\$300,000 per accident if SLP applies.

**Renter's Indemnity Provision:** Renter agrees to defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees and expenses incurred by Owner arising from any bodily injury or property damage claim presented by any third party for all amounts in excess of the minimum dollar amounts required to be maintained by the Owner by the applicable motor vehicle financial responsibility laws of the State in which this agreement of rental was executed. Renter agrees to present a claim to their insurance carrier for all such expenses. If Renter has no insurance to cover such events or losses, Renter agrees to pay Owner for such losses. Renter agrees to further indemnify and hold Owner harmless to the extent permitted by law from attorney fees that are incurred or may be incurred in defending or prosecuting any claims, actions, causes of action, lawsuits or controversies that are brought by or against Owner arising from the Renter's use, operation or possession of the rented vehicle or Optional Accessories.

**New York State Child Safety Seat Law:** New York state law requires all children under the age of eight to be restrained in a federally approved child restraint system.

#### **NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS CONSUMER PROTECTION LAW RULE:**

IF YOU HAVE MADE A RESERVATION FOR A CAR (OR TRUCK), THAT RESERVATION MUST BE HONORED AT THE PRICE ORIGINALLY PROMISED, WITHIN ONE-HALF HOUR OF THE TIME ORIGINALLY PROMISED, UNLESS YOU ARE TOLD WHEN YOU MAKE THE RESERVATION THAT IT IS NOT GUARANTEED. TO REPORT COMPLAINTS, CONTACT THE NEW YORK CITY DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NY 10004, COMPLAINT PHONE: 311 or (212) NEW YORK.

**NOTICE:** New York State Law prohibits the following practices by rental vehicle companies based upon race, color, ethnic origin, religion, disability, sex, marital status, or age: (1) refusal to rent; (2) the imposition of any additional charge (except in certain instances where the renter is under the age of 25). In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle to any person solely on the requirement of ownership of a credit card.

PAI Benefits**	Renter	Passenger
Accidental Death, Not to Exceed	\$250,000	\$125,000
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
Accident Ambulance Expense, Not to exceed	\$250	\$250

Accident Aggregate, not to exceed \$500,000 per accident.

**Roadside Assistance Protection (RAP)** does not include replacement of lost keys or remote entry devices.

**APPLIES TO NY RENTALS ONLY**



**SUPPLEMENTAL RENTAL LIABILITY INSURANCE  
NEW YORK**

**DECLARATIONS**

Policy No: See "Rental Agreement" Number

Carrier: Empire Fire and Marine Insurance Company  
13810 FNB Parkway, PO Box 542003  
Omaha, Nebraska 68154-8003

**ITEM 1. "RENTAL AGENCY"**  
The Rental Company shown in the referenced "Rental Agreement"

**ITEM 2. "INSURED"** ("Renter" of vehicle)  
The "Renter" shown in the referenced "Rental Agreement"

**ITEM 3. COVERAGE PERIOD:** Duration of vehicle rental  
(See Section II. Coverage Period)

**ITEM 4. LIMIT OF LIABILITY:**  
The difference between \$300,000 combined single limit each accident "bodily injury" and "property damage" and the "Underlying Insurance" described in ITEM 5.  
**There is no deductible.**

**ITEM 5. "UNDERLYING INSURANCE":** The greater of:

- A. \$ 25,000. Each Person - Bodily Injury  
\$ 50,000. Each Person - Death  
\$ 50,000. Each Accident - Bodily Injury  
\$100,000. Each Accident - Death  
\$ 10,000. Each Accident - Property Damage;  
As provided under the terms of the "Rental Agreement"; or
- B. Any other higher Automobile Liability limits (other than "Supplemental Rental Liability Insurance") which are provided by the "Rental Agreement" or have been prearranged or contracted between the "Rental Agency" and "Renter".

**ITEM 6. Premium Rate: \$1620 Per Car, Per Day of Rental**

IT IS HEREBY AGREED AND UNDERSTOOD, THE "RENTER" IS NOT REQUIRED TO PURCHASE THIS INSURANCE IN ORDER TO RENT A VEHICLE. IT IS FURTHER AGREED THAT THESE INSURANCE COVERAGES OFFERED MAY PROVIDE A DUPLICATION ON COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE, HOMEOWNER'S INSURANCE, PERSONAL LIABILITY INSURANCE, OR OTHER SOURCE OF COVERAGE.

This policy is governed by the laws of the jurisdiction in which it is delivered. The provisions hereinafter contained are part of this policy as fully as if recited over the signatures hereto affixed. IN WITNESS WHEREOF, Empire Fire and Marine Insurance Company has caused this policy to be signed by its President and Secretary.

*Mark G. Knapp*

President

*Paula J. Krzywicki*

Secretary

Throughout this policy the words "we", "us" or "our" refer to the Insurance Company named in the Declarations. The words "you" or "your" refer to an "Insured". In addition, certain words or phrases identified by quotation marks are defined in **PART VIII - Definitions**.

**I. COVERAGE AGREEMENTS**

- A. This policy provides excess auto liability insurance and only applies to a "loss" involving "bodily injury" and "property damage" caused by an "accident" and resulting from the use of a "Rental Vehicle" identified in the referenced "Rental Agreement" during the coverage period.
- B. This is excess insurance and only applies to those coverages for which underlying limits of liability are shown on the Declarations of this policy.
- C. Subject to **A. & B.** above, we will pay for the amounts of "loss"
  - 1. Exceeding the limits of liability of all "Underlying Insurance" stated in **ITEM 5** of the Declarations but only for the hazards insured in such "Underlying Insurance" and
  - 2. Only up to the limit of liability stated in the Declarations of this policy as our limits of liability.
- D. When the obligations of Underlying Insurers or Self-Insurers to defend you against suits or reimburse you for defense fees, costs, and expenses you incur stops because a limit of liability has been exhausted, we will pay for the reasonable additional defense fees, costs and expenses you incur in the defense of suits even if the allegations of the suit are groundless, false or fraudulent. Our duty to defend or settle ends when the Limit of Liability has been exhausted by payment of judgments or settlements. Defense fees, costs, and expenses, whether incurred by us or by you and which are covered under this policy, are in addition to our limit of liability.
- E. All provisions of the immediate "Underlying Insurance" are considered as part of this policy except any obligation to investigate, defend or pay for such costs and expenses of your defense.

**II. COVERAGE PERIOD**

- A. Coverage is effective when an "Insured" takes possession of the "Rental Vehicle" and ends the earlier of:
  - 1. The termination of the "Rental Agreement",
  - 2. Return of the "Rental Vehicle" to the "Rental Agency" or its designated representative,
  - 3. Thirty (30) consecutive days from the effective date of coverage.

**III. WHO IS AN INSURED**

- A. "Insured" means:
  - 1. A "Renter" who has:
    - a. Entered into the referenced "Rental Agreement" with the "Rental Agency" shown in the Declarations; and
    - b. Elected under the "Rental Agreement" to purchase optional "Supplemental Rental Liability Insurance"; and
    - c. Paid for optional "Supplemental Rental Liability Insurance".
  - 2. Additional "Authorized Drivers" whose names appear on the "Rental Agreement", where the "Renter" has complied with paragraphs, **A.1.a., b., and c.** above.
- B. "Insured" does not mean:
  - 1. The "Rental Agency" or owner of the "Rental Vehicle", or
  - 2. Any employee, representative or family member of the "Rental Agency"; or
  - 3. Any driver who is not an "Authorized Driver" under the terms of the "Rental Agreement", or whose name does not appear on the "Rental Agreement".

**IV. LIMIT OF INSURANCE**

- A. Regardless of the number of "Insureds", "Rental Vehicles", premiums paid, or claims made, the most we will pay for "loss" or "damage" is the difference between the limits of liability provided by the "Underlying Insurance" and the limit shown in **ITEM 4** of the Declarations.
- B. The "bodily injury" liability limit for each person as set forth in the Declarations, and anywhere else in the Policy, is the limit of our liability for all damages arising out of "bodily injury" sustained by one person as a result of any one occurrence. Any claims for damages for loss of services and care, including but not limited to loss of consortium or injury to the relationship, shall be included in the "bodily injury" liability limit for each injured person.

**V. EXCLUSIONS**

This insurance does not apply to:

- A. Expected or Intended Injury - "Bodily Injury" or "property damage" expected or intended from the standpoint of an "Insured".
- B. Workers' Compensation - Any obligation for which an "Insured" or the "Insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.
- C. Employee Indemnification - "Bodily Injury" to an employee of an "Insured" arising out of and in the course of employment by an "Insured".

This exclusion applies:

- 1. Whether an "Insured" may be liable as an employer or in any other capacity; and
- 2. To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- D. Fellow Employee - "Bodily Injury" to any fellow employee of an "Insured" arising out of and in the course of the fellow employee's employment but only if such fellow employee is eligible for coverage under any workers' compensation, unemployment compensation or disability benefits law, or any similar law.
- E. Care, Custody or Control - "Property damage" to or covered pollution cost or expense involving property transported by an "Insured" or in an "Insured's" care, custody or control.
- F. Pollution - "Bodily Injury" or "Property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - 1. That are or that are contained in any property that is:
    - a. Being transported or towed by, handled, or handled for movement into, onto or from, the covered auto;
    - b. Otherwise in the course of transit by or on behalf of an "Insured"; or
    - c. Being stored, disposed of, treated or processed in or upon the covered auto;
  - 2. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by an "Insured" for movement into or onto the covered auto; or
  - 3. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered auto to the place where they are finally delivered, disposed of or abandoned by an insured.

Paragraph 1. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered auto or its parts, if:

The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

- G. War - "Bodily Injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- H. Liability arising out of the any prohibited uses of the "Rental Vehicle", including but not limited to:
  - 1. Carrying people or property for hire;
  - 2. Use of vehicle in the commission of a crime;
  - 3. Use in any speed or demolition contest;
  - 4. Towing or pushing anything; or
  - 5. Driving into or within Mexico.
- I. Liability for "Damage" to the "Rental Vehicle".
- J. "Loss" or "Damage" intentionally caused by an "Insured".
- K. Liability arising out of the use of a "Rental Vehicle" which was obtained through a "Rental Agreement" based on fraudulent information.
- L. Punitive or exemplary damages.
- M. "Loss" arising out of an "accident" which occurs while the operator of the "Rental Vehicle" is under the influence of alcohol or drugs, or other substances unless used as prescribed by a physician.
- N. Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.
- O. Loss" arising out of uninsured or underinsured motorists coverage.
- P. "Loss" arising out of the operation of a "Rental Vehicle" by a driver who is not an "Insured".
- Q. "Loss" arising out of "bodily injury" or "property damage" sustained by the spouse of the operator of the "Rental Vehicle".

#### **VI. POLICY TERRITORY**

We cover losses which occur during the "Coverage Period" within the United States and Canada, but only if the "Loss" arises out of a vehicle which is rented in the state of New York. Policy territory does not include Mexico.

#### **VII. CONDITIONS**

- A. Insured's Duties After Loss: Whenever it appears that a "loss" is a likely to involve this policy, notice thereof shall be given to us, any "Agent" of Empire Fire and Marine Insurance Company or any office of the "Rental Agency". Such notice shall be deemed notice to Empire Fire and Marine Insurance Company. Additionally, each involved "Insured" must fully cooperate in the investigation, settlement or defense of the "loss". Failure to give any notice required by this policy within the time prescribed shall not invalidate any claim made by the "Insured" or by any other claimant if it shall be shown such notice was given as soon as reasonably possible.
- B. Premium: The premium for this policy shall be as stated in the Declarations.
- C. Expenses: If, at our request an "Insured" has incurred attorney fees, court costs or other expenses including interest in the investigation or defense of claims, suits, or other legal proceedings, we will be responsible for payment of them. We are not responsible for salaries or expenses of an "Insured" or any "Insured's" employee in the investigation or defense of a claim, suit, or other legal proceeding without our prior consent.
- D. Subrogation: In the event of any payment under this policy, we shall participate with any "Insured" and any Underlying Insurer or Self-Insurer in the exercise of all of an "Insured's" rights of recovery against any person or organization liable therefore. An "Insured" must do everything necessary to secure our rights and must do nothing after "Loss" to impair them. The apportionment of any amounts recovered shall be in the following order:
  - 1. Any party, including you, who has paid an amount above payment by this policy, shall be reimbursed up to the amount they have paid.
  - 2. From any remaining balance, we will then be reimbursed up to the amount we have paid.
  - 3. From any remaining balance, amounts paid by and Underlying Insurers or Self-Insurers shall then be reimbursed. Expenses and costs necessary to the recovery of an amount shall be apportioned between all parties in the ratio of their recovery. If the attempt to recover is totally unsuccessful, expenses and costs will be apportioned in the ratio of the amounts each party sought to recover.
- E. Suit: No Action can be brought by you unless the provisions of this policy have been complied with and the amount of your obligation to pay has been decided.

Any person, organization or their legal representative is entitled to recover under this policy after they have secured a judgment or written agreement against you. Recovery is limited to the extent of the insurance afforded by this policy. No person or organization has any right under this policy to include us in any direct action against you to determine your liability nor will we be brought into such an action by you or your representative. If you or your estate becomes bankrupt or insolvent, it does not change any of our obligations under this policy.
- F. Notice of Suit: Notice to the "Rental Agency", "Agent" or to us is notice to us.
- G. Changes: This policy together with the "Rental Agreement" constitutes the entire contract of insurance. No "Agent" or "Rental Agency" has authority to change this policy or waive any of its provisions.
- H. Other Insurance: When you are covered by insurance other than this policy and the "Underlying Insurance", that other insurance is excess.
- I. Transfer Of Duties When A Limit Of Insurance Is Used Up:
  - 1. If we conclude that, based on "accidents", claims or suits which have been reported to us and to which this insurance may apply, the Limit Of Insurance is likely to be used up in the payment of judgments or settlements, we will notify the "Insured", in writing, to that effect.
  - 2. When the Limit Of Insurance has actually been used up in the payment of judgments or settlements:
    - a. We will notify the "Insured", in writing, as soon as possible, that:
      - (1) Such limit has actually been used up; and
      - (2) Our duty to defend suits seeking damages subject to that limit has also ended.
    - b. We will initiate, and cooperate in, the transfer of control, to any appropriate "Insured", of all claims and suits seeking damages which are subject to that limit and which are reported to us before that limit is used up. That "Insured" must cooperate in the transfer of control of said claims and suits. We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate "Insured" is cooperating in completing such transfer. We will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to us after that limit of insurance has been used up.
    - c. The "Insured", and any other "Insured" involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate "Insured" and us. Absent any such agreement, arrangements for the defense of such suit must be made as soon as possible.
  - 3. The "Insured" will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph 2.b. above. The duty of the "Insured" to reimburse us will begin on:
    - a. The date we sent notice in accordance with Paragraph 1. above; or
    - b. The date on which we sent notice in accordance with Paragraph 2.a. above, if we did not send notice in accordance with Paragraph 1. above.
  - 4. The exhaustion of the Limit Of Insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.
- J. Cancellation: The "Insured" may cancel this "Supplemental Rental Liability Insurance" at any time and any unearned premium will be refunded in accordance with applicable law.

#### **VIII. DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Agent" means an employee of the "Rental Agency" authorized and licensed to rent cars and sell this insurance.
- C. "Authorized Driver" means any individual who has a valid driver's license, meets the rental requirements as stated in the "Rental Agreement" and is listed on the "Rental Agreement" as an "Authorized Driver".

- D. "Bodily Injury" means bodily injury, sickness or disease sustained by a person as well as any injury damage or loss of services or care to others resulting from such bodily injury, sickness or disease, including but not limited to loss of consortium or injury to the relationship. "Bodily Injury" shall also include death resulting from any of the above. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.
- E. "Insured" means the person or organization qualifying as an insured in Section III. Who Is An Insured.
- F. "Loss" means amounts paid in settlement of a claim or judgment for which you are legally liable. The amounts are subject to deductions for subrogation, salvage, and any recoveries available. Loss does not include costs of defense, interest on judgments, or other expenses paid in defense or investigation of the claim.
- G. "Pollutants" mean any liquid, gaseous, or thermal irritant contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- H. "Property Damage" and "Damage" mean destruction of or loss of use of tangible property.
- I. "Rental Agency" means the company that owns and rents or leases the "Rental Vehicle".
- J. "Rental Agreement" means the rental contract by which the "Rental Agent" rents or leases the "Rental Vehicle".
- K. "Rental Vehicle" means the motor vehicle rented or leased by a "Renter" from the "Rental Agent".
- L. "Renter" means the person or organization shown on the "Rental Agreement" as renting or leasing a motor vehicle from the "Rental Agency".
- M. "Supplemental Rental Liability Insurance" means optional liability insurance elected by a "Renter" at the origin of a "Rental Agreement".
- N. "Underlying Insurance" means the insurance listed on the Declarations of this policy, which provides the layer of coverage immediately preceding the layer of coverage by this policy. Underlying Insurance also means any plan of risk retention in which a program or procedure has been established, other than insurance to meet the adverse result of a "loss".

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**FOR SERVICE RELATED INQUIRIES OR TO REPORT A CLAIM, PLEASE CONTACT:**

**EMPIRE FIRE AND MARINE INSURANCE COMPANY:**

**TOLL FREE: 800-987-3373**

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**EMPLOYEES, AGENTS OR ENDORSEES OF RENTAL OPERATOR ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTEE'S EXISTING COVERAGE.**

FOR SERVICE RELATED INQUIRIES OR TO REPORT A CLAIM, PLEASE CONTACT:

EMPIRE FIRE AND MARINE INSURANCE COMPANY: TOLL FREE: 800-987-3373

**FOR RENTALS ORIGINATING IN NORTH CAROLINA**

The Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges incurred to title, register and plate all vehicles in its rental fleet registered in North Carolina. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

Vehicle shall only be used in full compliance with applicable safety laws, including adult and child restraint laws. It is unlawful in North Carolina to pass a school bus that is stopped and receiving or discharging passengers. Renter is required to stop for and not pass school vehicles that are picking up or dropping off passengers.

North Carolina counties and cities may each enact a 1.5% tax on the total lease or rental price, excluding highway use tax. If so indicated on your billing information, this amount is being charged as a tax on gross receipts.

In your decisions regarding optional insurance products for your rental, please note that: (a) this may provide a duplication of coverage already provided by your personal automobile insurance policy, homeowner's insurance policy, personal liability insurance policy, or other source of coverage; (b) written materials are available to you (and should be requested if you have questions), which summarize and describe the material coverage terms, insurer identity, the process for filing a claim, and other information such as price, benefits, exclusions, conditions or other limitations; and (c) your purchase of an insurance product is not required in order to rent a vehicle. Your election to purchase such an insurance product constitutes evidence of coverage.

**FOR RENTALS ORIGINATING IN OHIO**

IF YOU HAVE PURCHASED AN INSURANCE PRODUCT FROM OWNER, YOU ACKNOWLEDGE RECEIPT, OR OFFER, OF THE PRODUCT INFORMATION IN SECTIONS 17 and 18.

**WHEN DECIDING WHETHER OR NOT TO PURCHASE ANY OPTIONAL PRODUCT DESCRIBED IN SECTIONS 17 AND 18, INCLUDING LOSS DAMAGE WAIVER (LDW), SUPPLEMENTAL LIABILITY PROTECTION (WHERE AVAILABLE) (SLP), PERSONAL ACCIDENT INSURANCE/PERSONAL EFFECTS COVERAGE (WHERE AVAILABLE) (PAI/PEC), AND/OR ROADSIDE PLUS (RSP), YOU MAY WISH TO CHECK TO DETERMINE WHETHER YOU HAVE OTHER COVERAGE OR PROTECTION FOR SUCH SERVICES, SINCE THESE COVERAGES OR PROTECTIONS MAY**

**DUPLICATE EXISTING PROTECTION OR COVERAGE, such as under your personal automobile policy, homeowners' insurance policy, or another source of coverage. None of these optional products is required to rent a car. NEITHER THE rental car agency OWNER NOR ANY OF ITS Endorsees, REPRESENTATIVES OR EMPLOYEES ARE QUALIFIED TO THE EVALUATE THE ADEQUACY OF ANY EXISTING COVERAGE OR PROTECTION THAT YOU MAY HAVE.**

**Ohio Limited Authority License Numbers: 1031643, 39939**

### **FOR RENTALS ORIGINATING IN OREGON**

**NOTICE: OUR CONTRACTS OFFER, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER OR NOT TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.**

**The Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register and plate all vehicles in its rental fleet registered in Oregon, including but not limited to use tax. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.**

### **FOR RENTALS ORIGINATING IN PENNSYLVANIA**

**OPTIONAL PRODUCTS NOTICE: OWNER OFFERS, FOR AN ADDITIONAL CHARGE, AS OPTIONAL PRODUCTS: DAMAGE WAIVER (DW); PERSONAL ACCIDENT INSURANCE (PAI); ROADSIDE ASSISTANCE PROTECTION (RAP) AND SUPPLEMENTAL LIABILITY PROTECTION (SLP). THESE ARE DESCRIBED IN DETAIL ELSEWHERE IN THIS AGREEMENT. THESE ARE OPTIONAL PRODUCTS WHICH MAY DUPLICATE COVERAGE I ALREADY HAVE THROUGH MY OWN INSURANCE POLICIES or MY CREDIT CARD. I AM NOT REQUIRED TO PURCHASE THESE PRODUCTS IN ORDER TO RENT A VEHICLE FROM OWNER.**

Before deciding whether to purchase these optional products I may wish to examine my insurance policies or credit card agreement, or I may wish to call my insurance agent or credit card company, to determine whether they provide coverage For damage to a rental vehicle or for loss or injury caused or suffered by me. Pennsylvania law requires Owner to bear certain minimum financial responsibility for its vehicles. Owner is self-insured for this responsibility, which does not constitute liability insurance for me the renter, or for any passenger. If I elect to purchase any optional insurance product or DW, I may elect to cancel my purchase at any time during the rental by bringing the car and my copy of the contract to any branch of Owner during business hours and agreeing in writing to modify the contract. I will not be charged for the cancelled selections beyond the day of cancellation.

**REJECTION OF UNINSURED MOTORIST PROTECTION: I am rejecting uninsured motorist coverage under this rental or lease agreement and any policy of insurance or self-insurance issued under this agreement, for myself**

and all other passengers of this vehicle. Uninsured coverage protects me and other passengers in this vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages. If Owner or its affiliate is required by law to provide uninsured/underinsured motorist protection (UM/UIM) under this agreement, I expressly choose such protection in the minimum limits with the maximum deductible and expressly waive and reject UM/UIM limits in excess of the minimum limits required by law.

**REJECTION OF UNINSURED MOTORIST PROTECTION:** I am rejecting uninsured motorist coverage under this rental or lease agreement and any policy of insurance or self-insurance issued under this agreement, for myself and all other passengers of this vehicle. Uninsured coverage protects me and other passengers in this vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.

**FOR RENTALS ORIGINATING IN PUERTO RICO**

**SUPPLEMENTAL LIABILITY PROTECTION (SLP) (Where available):** If SLP is selected and paid for, SLP provides Renter or any AAD with minimum financial responsibility limits under a policy of insurance issued with Zurich American Insurance Company limits AND excess insurance under a policy of insurance issued with Ace American Insurance Company. These policies together provide Renter and AAD(s) with a combined single limit per accident equal to \$300,000. SLP is primary to any other coverage and will respond to third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of Vehicle as permitted in this Contract. SLP is available for an additional charge. SLP includes UM/UIM coverage for bodily injury and property damage in an amount equal to the minimum financial responsibility limits applicable to the Vehicle under the policy of insurance issued with Zurich American Insurance Company, and additional coverage, through an excess liability policy under a policy of insurance issued with Ace American Insurance Company, with limits for the difference between the statutory minimum underlying limits and \$100,000 per accident or Puerto Rico mandated UM/UIM limit, whichever is greater. OWNER AND RENTER REJECT ANY ADDITIONAL UM/UIM COVERAGE TO THE EXTENT PERMITTED BY LAW. SLP, including UM/UIM benefits is provided only when Renter or any AAD are driving the Vehicle. No claim for UM/UIM may be made due to the negligence of the driver of the Vehicle. SLP COVERAGE IS IN EFFECT ONLY WHILE ANOTHER AAD OR RENTER IS DRIVING THE VEHICLE WITHIN PUERTO RICO; COVERAGE DOES NOT APPLY OUTSIDE OF PUERTO RICO. ADDITIONAL POLICY EXCLUSIONS INCLUDE: (A) BODILY INJURY TO RENTER, ANY AAD, OR TO THE BLOOD RELATIVES OR FAMILY OF RENTER OR ANY AAD, IF SUCH RELATIVES OR FAMILY RESIDE IN THE SAME HOUSEHOLD WITH RENTER OR WITH AN AAD; (B) PROPERTY DAMAGE TO THE RENTAL VEHICLE; (C) FINES, PENALTIES, EXEMPLARY OR PUNITIVE DAMAGES; (D) BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED FROM THE STANDPOINT OF THE INSURED; AND (E) ANY OBLIGATION FOR WHICH THE INSURED OR THE INSURED'S INSURER MAY BE HELD LIABLE UNDER ANY WORKER'S COMPENSATION, DISABILITY BENEFITS OR UNEMPLOYMENT COMPENSATION LAW OR ANY SIMILAR LAW. Note: Any UM/UIM benefits paid are included in the \$1 million combined single limit SLP coverage and in no way increase the combined single limit amount referenced above. A benefit summary for SLP is contained within the applicable brochure or, for kiosk renters, by pressing the "Product Details" button (for internet rentals, see

[https://nationalcar.custhelp.com/app/answers/detail/a\\_id/1649](https://nationalcar.custhelp.com/app/answers/detail/a_id/1649)).

Report Puerto Rico SLP claims to: Gallagher Bassett Services -121 River Port Executive Center II, 13801 Riverport Drive, Suite 501, Maryland Heights, MO 63043-4810, Phone: 1 (866) 275-9195 Fax: 1 (866) 741-2200



## **PAI Benefits: Renter Passenger**

**Accident Medical Expenses, Not to exceed \$3,500 Accident Ambulance Expense, Not to exceed \$150  
Accident Aggregate, not to exceed \$130,000 per accident. Loss Damage Waiver**

**LDW does not apply to damage occurring outside of Puerto Rico (operation of the vehicle in Vieques or Culebra is prohibited).**

### **Additional Limits on Use and Termination of Right to Use.**

**Use Outside of Puerto Rico. Vehicle shall not be taken out of Puerto Rico without Owner's prior written consent. Transportation and/or operating vehicles in Vieques or Culebra is prohibited. Even with Owner's prior written consent, LDW does not apply.**

### **FOR RENTALS ORIGINATING IN RHODE ISLAND**

Notice: This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of collision damage waiver is not mandatory under this contract.

"Read the collision damage waiver disclosure provision contained in this rental Contract before signing this Contract."

### **Notice About Liability for Damage to the Rental Car**

**The State of Rhode Island requires us to provide the following information about your liability for damage to the rental car and the purchase of a damage waiver. Insurance or Credit Card Coverage Liability Insurance or Credit Card Coverage Liability for any damage to the rental vehicle may be covered by your personal insurance policy or credit agreement. Check your insurance policy or credit card agreement about coverage.**

### **Damage Waiver Coverage**

**A damage waiver is not insurance coverage. You do not have to purchase the Collision Damage Waiver. You can decline it. If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy the damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:**

- j. Damage or loss caused intentionally, willfully or wantonly by an authorized driver;**
- k. Damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred;**
- l. Damage or loss caused while an authorized driver is engaging in any speed contest;**
- m. Damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental Contract;**
- n. Damage or loss incurred while an authorized driver is driving outside the United States or Canada, or, if state restrictions are imposed by the rental Contract if such damage or loss is incurred outside of those**

states where operation of the vehicle is expressly authorized in the rental Contract;

- o. Damage or loss incurred while the vehicle is driven, with the renter's permission or accession, by anyone other than an authorized driver;**
- p. Damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company;**
- q. Damage or loss incurred as a result of commission of a felony by an authorized driver; and**
- r. Damage or loss incurred if the vehicle is stolen and the renter or authorized driver fails to return the original ignition key, fails to file a police report within seventy-two (72) hours of discovering the theft, or fails to cooperate with the rental agency, police or other authorities in all matters connected with the investigation.**

**THE LIABILITY INSURANCE OF ANY DRIVER OR LESSEE OF THE VEHICLE RENTED UNDER THIS CONTRACT IS PRIMARY AS REQUIRED BY R.I.G.L. 31-34-4.**

#### **FOR RENTALS ORIGINATING IN SOUTH CAROLINA**

**Notice: § 56-31-50 of the South Carolina Statutes requires private passenger vehicle rental companies to collect a five percent surcharge on rentals of thirty-one days or less. In your decisions regarding optional insurance products for your rental, please note that: (a) you may have insurance policies in place that already provide the coverage being offered or otherwise present a duplication of coverage; (b) written materials are available to you (and should be requested if you have questions), which summarize and describe the material coverage terms, insurer identity, and the process for filing a claim; and (c) your purchase of a protection product is not required in order to rent a vehicle. Your election to purchase such a protection product constitutes evidence of coverage.**

#### **FOR RENTALS ORIGINATING IN TENNESSEE**

##### **OPTIONAL PRODUCTS NOTICE:**

Purchaser of the insurance coverage, Loss damage waiver or Roadside Assistance Protection may be covered for such claims on the Renter's personal motor vehicle insurance policy, and if such insurance coverage exists under the Renter's personal insurance policy, and the coverage is confirmed, the Renter may require the Owner to submit any claims to the Renter's personal insurance carrier as the Renter's agent. The purchase of any of these products is optional and not required to rent a vehicle.

#### **FOR RENTALS ORIGINATING IN TEXAS**

**NOTICE: Your rental agreement offers, for an additional charge, an optional waiver to cover all or a part of your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver, you may wish to determine whether your own automobile insurance or credit card agreement provides you coverage for rental vehicle damage or loss and determine the amount of the deductible under your own insurance coverage. The purchase of the waiver is not mandatory. The waiver is not insurance.**

**Notice: YOUR PERSONAL AUTOMOBILE INSURANCE MAY PROVIDE COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. THE PURCHASE OF SLP IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE**

ARISING OUT OF THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAW. THE RENTAL CAR COMPANY'S EMPLOYEES, AGENTS OR ENDORSEES ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF THE RENTER'S EXISTING COVERAGE.

THE HARRIS COUNTY-HOUSTON SPORTS AUTHORITY REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING ONE OR MORE APPROVED VENUE PROJECTS.

THE CITY OF EULESS REQUIRES THAT AN ADDITIONAL TAX OF 5% PERCENT BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING CERTAIN PROJECTS UNDER A REVENUE SHARING AGREEMENT.

THE CITY OF AUSTIN REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING THE TOWN LAKE PARK COMMUNITY EVENTS CENTER VENUE PROJECT.

BEXAR COUNTY REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING A MULTIPURPOSE SPORTS AND COMMUNITY VENUE PROJECT APPROVED BY THE VOTERS OF THE CITY ON NOVEMBER 2, 1999.

\*\*LUBBOCK COUNTY REQUIRES THAT AN ADDITIONAL TAX OF 5.00% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING A VENUE PROJECT, CONSISTING OF A NEW MULTI-PURPOSE EXPOSITION CENTER, OTHER ADJACENT SUPPORT FACILITIES AND RELATED INFRASTRUCTURE, APPROVED BY THE VOTERS OF THE COUNTY ON NOVEMBER 6, 2018.

THE CITY OF EL PASO REQUIRES THAT AN ADDITIONAL TAX OF 5% BE IMPOSED ON EACH MOTOR VEHICLE RENTAL FOR THE PURPOSE OF FINANCING THE SUN BOWL VENUE PROJECT

### Supplemental Liability Protection

Optional Supplemental Liability Protection (SLP) provides the Renter with minimum financial responsibility limits as set forth in the applicable motor vehicle financial responsibility laws of the state where the vehicle is operated and excess insurance provided by the insurer, which supplies the Renter and authorized drivers with third-party liability protection with combined single limit per accident equal to the difference between the minimum financial responsibility limits set forth above and 300,000 Combined Single Limit per accident. SLP will respond on a primary basis for third party accident claims that result from bodily injury, including death, and property damage that arise from the use or operation of the rental vehicle as permitted under this Rental Contract. SLP is available for an additional charge as stipulated on the rental Contract.

Exclusions: For all exclusions, see the Rental Contract and the SLP policy issued by the insurer. Here are a few key exclusions: (a) loss arising out of an accident which occurs while the Renter or ADD is under the influence of alcohol or drugs in violation of the law; (b) loss arising out of the use of a rental vehicle when such use is in violation of the terms and conditions of the rental Contract; (c) loss arising out of bodily injury or property damage sustained by a Renter or Authorized Driver or family member of the Renter or ADD who resides in the same household; (d) loss arising out of the operation of the rental vehicle by any driver who is not a Renter or ADD; (e) bodily injury to an employee or the spouse, child, parent, brother or sister of that employee, arising out of and in the course of employment by the Renter or ADDs; (f) property damage to property transported or in the care, custody or control of the Renter or ADDs; (g) damage to the rental vehicle; (h) Liability arising out of the use of a rental vehicle, which was obtained, based on false, misleading or fraudulent information. The coverage provided

under the policy for the insured is void in any case of fraud by the insured relating to it. It is also void if the insured intentionally conceals or misrepresents a material fact concerning the policy.

You may not need the automobile insurance (SLP) offered by Owner. Your Texas automobile policy provides coverage for your liability while operating a rental vehicle. Automobile policies issued in other states or countries may also duplicate this coverage. The purchase of SLP is not required as a condition of renting an automobile. The rental car company's employees, agents or endorsees are not qualified to evaluate the adequacy of the existing coverage.

This insurance does not apply to any bodily injury or property damage arising out of the use of a rental vehicle by any driver while under the influence of drugs or alcohol in violation of the law.

Report SLP Claims to:

Sedgwick CMS

P.O. Box 94950 Cleveland, OH 44101

Phone: 1-888-515-3132 Fax: 1-440-914-2903

### **FOR RENTALS ORIGINATING IN UTAH**

**Pursuant to Utah Code 76-6-410.5, failure to return Vehicle within 72 hours from the date and time stated on the Rental Agreement Summary may subject Renter to prosecution for theft punishable by the maximum penalties under Utah state law.**

"RENTER'S OWN MOTOR VEHICLE INSURANCE OR HIS CREDIT CARD MAY COVER ANY DAMAGE OR LOSS TO THE RENTAL VEHICLE."

### **FOR RENTALS ORIGINATING IN VERMONT**

The failure to return a rented or leased motor vehicle within 72 hours after the date and time specified in this agreement without extending the date and time is a crime under Vermont law (13 V.S.A. 2592) and may result in a criminal penalty of up to five years imprisonment or a \$5,000.00 fine, or both.

Special Tax Descriptions

The Burlington International Airport Facility Charge (BIA FEE) which is required to be collected from Renter in connection with this rental for the construction, financing, operation and/or maintenance of this consolidated rental car facility, other airport facilities, and/or transportation related facilities.

The Concession Recovery Fee (CONC REC) which is Owner's charge to recover the concession fees paid by Owner to an airport's owner or operator in connection with this rental.

The Vehicle License Fee Recovery (VLF REC) which is Owner's charge to recover the estimated average daily cost per vehicle of the charges imposed by governmental authorities upon Owner or its affiliates to title, register a plate all vehicles in its rental fleet registered in Vermont. The VLF REC is not calculated based on the costs imposed upon a particular vehicle.

Insurance Coverage to be provided by Renter's Insurance.

The waiver of Renter and AAD(s)' right to pursue punitive damages shall not apply.

The Dispute Resolution Provision - Mandatory Arbitration Agreement shall not apply.

**FOR RENTALS ORIGINATING IN VIRGINIA**

NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED.

**FOR RENTALS ORIGINATING IN WASHINGTON**

**THE INSURANCE POLICIES OFFERED HEREIN MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY, RENTER'S HOMEOWNERS' POLICY, OR SOME OTHER POLICY YOU MAY OWN OR BE ENTITLED TO. OWNER IS NOT QUALIFIED TO EVALUATE THE ADEQUACY OF RENTER'S EXISTING INSURANCE COVERAGE. RENTER IS NOT REQUIRED TO PURCHASE INSURANCE FROM OWNER IN ORDER TO RENT A CAR FROM OWNER.**

PAI Benefits**	Renter	Passenger
Accidental Death, Not to Exceed	\$175,000	\$17,500
Accident Medical Expenses, Not to exceed	\$2,500	\$2,500
Accident Ambulance Expense, Not to exceed	\$250	\$250

Accident Aggregate, not to exceed \$225,000 per accident. Washington State Information:

Department of Insurance Customer Hotline: In WA 1-800-562-6900

Outside WA 1-360-725-7080.

**OPTIONAL**

**SUPPLEMENTAL LIABILITY INSURANCE**

**SUMMARY**

"Supplemental Liability Insurance" (SLI) protects you against claims made by a third party for "bodily injury" and/or "property damage" sustained as a result of an "accident" while you are operating a "rental vehicle". This coverage is excess over the "underlying insurance" specified within your signed "rental agreement". Maximum coverage available to you is the difference between the "underlying insurance" specified within your signed "rental agreement" and the SLI limit for "bodily injury" and "property damage" which was elected and paid for. "Supplemental Liability Insurance" (SLI) does not cover all situations that may arise while operating a "rental vehicle".

**ITEM 1. NAMED INSURED:**

THE RENTER SHOWN IN THE RENTAL CONTRACT

**ITEM 2. NAME OF LESSOR:**

THE RENTAL COMPANY SHOWN IN THE "RENTAL AGREEMENT"

**ITEM 3. COVERAGE EFFECTIVE DATE:**

THE DATE THE RENTER SIGNS THE "RENTAL AGREEMENT"

COVERAGE TERMINATION DATE: SEE SECTION II –CONDITIONS, B. GENERAL CONDITIONS, 4. TERMINATION

**ITEM 4. PREMIUM RATE:**

AS SHOWN IN THE "RENTAL AGREEMENT"

**ITEM 5. LIMITS OF LIABILITY:**

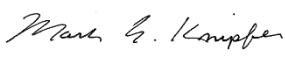
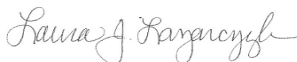
THIS POLICY PROVIDES A SUPPLEMENTAL LIMIT OF EXCESS LIABILITY INSURANCE EQUAL TO THE DIFFERENCE BETWEEN THE UNDERLYING INSURANCE IN ITEM 6. AND \$ 300,000.

**ITEM 6. UNDERLYING INSURANCE:**

G. LIMITS ARE EQUAL TO THE STATE FINANCIAL RESPONSIBILITY REQUIREMENTS OF \$25,000 EACH PERSON "BODILY INJURY"/ \$50,000 PER "ACCIDENT"/ \$10,000 "PROPERTY DAMAGE" OR \$60,000 COMBINED SINGLE LIMIT; or

H. ANY OTHER HIGHER AUTOMOBILE LIABILITY LIMITS (OTHER THAN "SUPPLEMENTAL RENTAL LIABILITY INSURANCE") WHICH ARE PROVIDED BY THE "RENTAL AGREEMENT" OR HAVE BEEN PREARRANGED OR CONTRACTED BETWEEN THE "POLICYHOLDER" AND "RENTEE".

IN WITNESS WHEREOF the Empire Fire and Marine Insurance Company has caused this policy to be signed by its President and Secretary.

President

Secretary

**SUPPLEMENTAL LIABILITY INSURANCE SUMMARY**

Throughout this policy the words "we", "us" or "our" refer to the Insurance Company. The words "you" or "your" refer to the Insured. In addition, certain words or phrases identified by quotation marks are defined in SECTION III - DEFINITIONS.

## **SECTION I - LIABILITY INSURANCE**

### **A. COVERAGE**

1. This policy provides excess auto liability insurance and only applies to a "loss" involving "bodily injury" and "property damage" caused by an "accident" and resulting from the use of a covered "rental vehicle" for which underlying limits are provided by either the "policyholder" or "rentee".
2. We will indemnify any "insured" for such "loss" in excess of the "underlying insurance" for which this coverage applies, during the "coverage period", provided our liability shall apply only to the "ultimate net loss" in excess of such "underlying insurance".
3. We have no duty to defend any claim or suit made or brought against you if your "underlying insurance" has a duty to defend. However, we have the right and shall be given the opportunity to investigate and be associated in the defense and trial of any claim, suit or proceeding which in our opinion may create a liability on our part under this policy. If we exercise this right, we will assume our proportionate share of all court costs, legal fees, investigation costs and interest incurred with our consent. We will not defend any suit or make additional payments after we have paid or tendered our limit of liability for this coverage.

### **B. WHO IS AN INSURED**

1. Only the following are "insureds" under this policy:
  - a. The "rentee" who has:
    - (1) Entered into a "rental agreement" with the "policyholder" shown in the Declarations; and
    - (2) Elected in writing under the "rental agreement" to purchase optional "supplemental rental liability insurance"; and
    - (3) Paid for optional "supplemental rental liability insurance".
  - b. Additional authorized drivers whose names appear on the "rental agreement", where the "rentee" has complied with a. (1), (2), and (3) per above.
2. The following are not "insureds" under this policy:
  - a. The "policyholder", "certificate holder" or owner of the "rental vehicle", or
  - b. Any employee, agent or family member of the "policyholder" or "certificate holder", or
  - c. Any driver who is not an authorized driver under the terms of the "rental agreement", or whose name does not appear on the "rental agreement".

### **C. LIMIT OF INSURANCE**

Regardless of the number of "insureds", "rental vehicles", premiums paid, or claims made, the most we will pay for "ultimate net loss" is the difference between the limits of liability provided by the "underlying insurance" and the "supplemental rental liability insurance" limit shown in the Declarations.

## **D. EXCLUSIONS**

In addition to the exclusions contained in the "underlying insurance", this insurance does not apply to the following:

1. "Loss" arising out of an "accident" which occurs while the "insured" is under the influence of alcohol or drugs, or other substances unless prescribed by a physician.
2. "Loss" arising out of the use of a "rental vehicle" when such use is in violation of the terms and conditions of the "rental agreement".
3. "Loss" arising out of "bodily injury" or "property damage" sustained by an "insured" or any relative or family member of an "insured" who resides in the same household.
4. "Loss" arising out of the operation of the "rental vehicle" by any driver who is not an "insured".
5. Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state.
6. Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.
7. Fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual "loss" or damage sustained, and any costs, expenses or fees associated with the same.
8. "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
9. Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment law or any similar law.
10. "Bodily injury" to:
  - a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
  - b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.This exclusion applies:
  - (1) Whether the "insured" may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
11. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.
12. "Property damage" to property transported by the "insured" or in the "insureds" care, custody or control.
13. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
14. "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.



15. Any "insured's" liability for damage to the "rental vehicle".
16. Liability arising out of the use of a "rental vehicle" which was obtained through a "rental agreement" based on false, misleading or fraudulent information.
17. "Loss" while any "rental vehicle" is rented by the "insured" and used to transport people or personal property for a fee, regardless of whether the fee is set out specifically for transportation cost or included with the cost as a package of services provided to the general public.

## **SECTION II – CONDITIONS**

### **F. LOSS CONDITIONS**

1. **NOTICE OF LOSS.** Whenever it appears that an "accident" or "loss" is likely to involve this policy, the "policyholder" or "rentee" shall give us written notice as soon as practicable.
2. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS.** We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
  - a. In the event of an "accident", claim, suit or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
    - (1) How, when and where the "accident" or "loss" occurred;
    - (2) The "insured's" name and address; and
    - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
  - b. Additionally, you and any other involved "insured" must:
    - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
    - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or suit.
    - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit.
    - (4) Authorize us to obtain medical records or other pertinent information.
    - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
    - (6) Agree to examinations under oath at our request and give us a signed statement of your answers.
3. **SUIT.** No legal action can be brought against us unless the provisions of this policy have been complied with, and the amount of your obligation to pay has been decided.
4. **EXPENSES.** If at our request an "insured" has incurred attorney fees, court costs or other expenses including interest in the investigation or defense of claims, suits or other legal proceedings, we will be responsible for payment of them. We are not responsible for salaries or expenses expended or incurred by an "insured" or any "insureds" employee in the investigation or defense of a claim, suit or other legal

proceeding without our prior consent.

5. APPEALS. If an "insured" or underlying insurer elects not to appeal judgments in excess of the "underlying insurance", we may elect to appeal such judgments at our own expense, but in no event shall our liability for "ultimate net loss" exceed the limit of liability plus expenses incurred in such an appeal.

6. SUBROGATION. In the event of any payment under this policy, we shall participate with the "insured" and any underlying insurer in the exercising of all of the "insureds" rights of recovery against any person or organization liable therefore. The "insured" must do everything necessary to secure our rights and do nothing after the "loss" to impair them.

## **B. GENERAL CONDITIONS**

### **1. MAINTENANCE OF UNDERLYING INSURANCE.**

This insurance will apply as if the "underlying insurance" is in effect, if:

- a. You have reduced such coverage or failed to keep it in effect,
- b. Coverage has been denied or reduced due to the "insured's" failure to comply with the policy conditions, or
- c. The underlying insurer is bankrupt or insolvent.

2. ATTACHMENT OF LIABILITY. Liability under this policy shall not attach until the "underlying insurance" has been exhausted by payment or settlements and the "insured" has paid, or has become legally obligated to pay, the "ultimate net loss" in excess of such "underlying insurance".

3. CHANGES. This policy together with the "rental agreement" constitutes the entire contract of insurance. No agent has authority to change this policy or waive any of its provisions.

4. TERMINATION. This coverage will terminate at the time a "rentee" ceases to be a "rentee" of the "policyholder" under the "rental agreement".

5. POLICY TERRITORY. We cover losses which occur during the "Policy Period" within the United States its territories and possessions, Puerto Rico and Canada. This policy territory does not include Mexico.

## **SECTION III – DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Certificate holder" means the person or organization, franchisee, licensee, or association member listed as an

additional "policyholder" on a Certificate of Insurance.

E. "Coverage period" means that continuous portion of the rental period beginning with the "insured's"

documented acceptance of coverage and ending with the earlier of the "insured's" rental termination or the documented request to cancel coverage.

F. "Insured" means the person or organization qualifying as an insured in the WHO IS INSURED provision of SECTION I, Part B.

G. "Loss" means legal liability arising out of an "accident" involving a "rental vehicle" which occurs during the "policy period".

H. "Policyholder" means the person or organization listed in the declarations, or its subsidiaries.

I. "Policy Period" is the period during which the "policyholder" or "certificate holder" may offer coverage under the policy to any "insured". This does not include the "coverage period".

J. "Property damage" means damage to or loss of use of tangible property.

K. "Rental agreement" means the rental contract by which the "rentee" rents or leases the "rental vehicle".

L. "Rental vehicle" means the "auto" rented or leased by the "rentee" from the "policyholder" and described in the "rental agreement".

M. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder".

N. "Supplemental rental liability insurance" means optional excess liability made available to and elected by a "rentee" for which premium is paid.

O. "Ultimate net loss" means all sums actually paid by an "insured", or for which an "insured" becomes legally obligated to pay, as damages in settlement or satisfaction of a "loss" for which insurance is provided by this policy, after deduction for all recoveries or salvage.

P. "Underlying insurance" means the policy, policies or self insurance, maintained by the "policyholder" or "rentee" which provides at least the Minimum Financial Responsibility limits where the "accident" occurred. This definition is associated with the terms and conditions as required under an automobile liability insurance policy.

Q. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### **IN THE EVENT OF AN ACCIDENT:**

1. Contact the police immediately.
2. Contact your rental agent and advise them of an "accident".

#### **TO FILE A CLAIM:**

1. Contact your rental agent for a claim form.
2. Complete the claim form and send it, along with a copy of your "rental agreement" and a copy of the police report to:

**Empire Fire And Marine Insurance Company**

**13810 FNB Parkway, P.O. Box 542003**

**Omaha, NE 68154-8003**

**Phone Number: 1-800-987-3373**

**Fax Number: 1-888-515-1452**



**Email: usz\_carecenter\_zurichna.com**

**FOR RENTALS ORIGINATING IN WISCONSIN:**

**YOU AGREE THAT YOU HAVE RECEIVED AND REVIEWED THE FOLLOWING NOTICE AND DISCLOSURE:**

**WHAT IF YOU DAMAGE A RENTAL CAR?**

**We Must Provide You With An Important Notice About Your**

**Liability For Damage To A Rental Car**

A rental company that offers or sells a damage waiver shall provide to each renter a written notice that is part of the rental agreement or on a separate form. The notice must look like this:

**NOTICE ABOUT LIABILITY FOR DAMAGE TO THE RENTAL CAR**

The State of Wisconsin requires us to provide the following information about your liability for damage to a rental car and the purchase of a damage waiver.

**LIABILITY FOR DAMAGE TO THE RENTAL CAR**

The rental agreement makes you and any authorized driver liable for any damage to the rental car caused by an accident or intentional, reckless or wanton misconduct or by theft that you may have intentionally caused. Total liability for any damage is limited to:

- 1) reasonable repair costs, less discounts available to us, or the fair market value of the car, whichever is less, and
- 2) Actual and reasonable costs incurred by the rental company for towing the private passenger vehicle and for storage of the private passenger vehicle during the period before the renter notifies the rental company of the damage to the vehicle or for 14 days after the damage occurs, whichever period is shorter.

**LIABILITY FOR DAMAGE AFTER THE RENTAL CAR HAS BEEN STOLEN**

If a person who drives the rental car without your authorization causes damage to the car, you may be liable for the damage as though you or an authorized person was driving the car unless you do all of the following:

- 1) Refrain from leaving the ignition key in the car when you are not in the car.
- 2) Always keep the ignition key in your possession.
- 3) Immediately report to the local police if you learn the car has been stolen, or that an unauthorized person is driving the car.
- 4) **Cooperate fully with the local police by providing any information you know that may be helpful.**

**INSURANCE OR CREDIT CARD COVERAGE**

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

### **DAMAGE WAIVER COVERAGE**

A damage waiver is **not** insurance coverage. If you purchase a damage waiver for up to \$29.99 per day, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy a damage waiver, you and any authorized driver will remain liable for damage if any of the following apply:

- (a) The damage is caused by the renter or authorized driver intentionally or by his or her reckless or wanton misconduct.
- (b) The damage occurs while the renter or authorized driver operates the private passenger vehicle in this state while under the influence of an intoxicant or other drug, as described under s. [346.63 \(1\) \(a\)](#), [\(am\)](#), or [\(b\)](#) or [\(2m\)](#).
- (c) The damage occurs while the renter or authorized driver operates the private passenger vehicle in another state while under the influence of an intoxicant or other drug, as described in the laws of that state.
- (d) The damage occurs while the renter or authorized driver is engaged in a race or speed or endurance contest.
- (e) The damage occurs while the renter or authorized driver is using, or has directed another to use, the private passenger vehicle in the commission of a misdemeanor or felony, as those terms are defined in s. [939.60](#).
- (f) The damage occurs while the renter or authorized driver uses the private passenger vehicle to carry persons or property for hire.
- (g) The damage occurs while the renter or authorized driver uses the private passenger vehicle outside of the United States or Canada, unless use outside the United States or Canada is permitted under the rental agreement.
- (h) The damage occurs while the private passenger vehicle is operated on a surface not intended for use by private passenger vehicles.
- (i) The renter provided misleading or false information to the rental company, causing the rental company to rent the private passenger vehicle when the rental company would not have otherwise done so, or on terms to which it would not have otherwise agreed.
- (j) The renter or the authorized driver who was operating the private passenger vehicle when an accident occurred fails to promptly report to the police and rental company the accident resulting in damage to the private passenger vehicle.
- (k) The damage is caused by an unauthorized driver if you did not report a theft to the police within 24 hours after you learned the unauthorized driver took possession of the car, did not cooperate with the police in providing information about the theft, or left the ignition key in the car at the time of the theft.

### **NOTICE OF RIGHT TO INSPECT DAMAGE**

If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within 2 working days after receiving

that estimate, you may request a second estimate from a competing repair shop and we must give you a copy of the second estimate.

## COMPLAINTS

If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact:

Wisconsin Department of Agriculture, Trade and Consumer Protection PO Box 8911, Madison, WI 53708-8911  
608-224-4953 or toll-free 1-800-422-7128

## WHAT IF YOU FAIL TO PAY A PARKING TICKET?

We Will Charge Your Credit Card For Unpaid Parking Tickets You May Incur While The Vehicle Is In Your Possession.

### NOTICE ABOUT CHARGES AGAINST YOUR CREDIT CARD FOR UNPAID PARKING TICKETS

**IF YOU FAIL TO PAY any forfeitures, costs, or towing and storage charges for nonmoving traffic violations incurred while you are in possession of the rental or leased vehicle, the rental company may pay those sums and CHARGE TO YOUR CREDIT CARD the amount paid for the forfeitures, costs, or charges plus an administrative fee of not more than \$30.**

#### **FOR RENTALS ORIGINATING IN CANADA:**

**Motor Vehicle Liability Insurance.** Except to the extent required by the motor vehicle financial responsibility laws of the applicable province or otherwise by law, Owner does not provide insurance coverage or motor vehicle financial responsibility to Renter, AAD(s), passengers or third parties through this Rental Contract. If valid automobile liability insurance or self insurance is available on any basis to Renter, AAD(s) or any other driver and such insurance or self insurance satisfies the applicable motor vehicle financial responsibility law, such insurance is primary and Owner extends none of its insurance or motor vehicle financial responsibility.

However, if Renter and AAD(s) are in compliance with the terms and conditions of this Rental Contract and if Owner is obligated to extend its insurance or motor vehicle financial responsibility to Renter, AAD(s) or third parties, then Owner's obligation is limited to the applicable provincial minimum financial responsibility amounts. To the extent required by law, Owner's insurance also provides for limited Accident Benefits and Uninsured/Unidentified Motorist Coverage. Owner does not otherwise extend any of its motor vehicle financial responsibility or provide insurance coverage to Renter, AAD(s), passengers or third parties. Owner's financial responsibility does not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract.

**Optional Loss Damage Waiver (LDW)** - At select locations a deductible must be met before Damage Waiver coverage will be in effect. This deductible varies by location.

**Vehicle License Fee Recovery (VLF REC)** also includes air conditioning tax, tire tax, vehicle levy and battery levy, where applicable.

**TRF Surcharge:** The Tire Recovery Fee, which is Owner's estimated average daily cost per vehicle to purchase, store, install, remove, manage and transport tires specifically designed for winter driving pursuant to the Highway Safety Code. The cost is not calculated based on the cost of tires related to a specific vehicle.

**Indemnification by Renter and Driver.**

- a. Renter and driver shall defend, indemnify, and hold Owner harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by Owner in any manner from this rental transaction, or from the use of Vehicle by any person.
- b. With respect to the protection provided by optional LDW, if purchased, Owner waives indemnification in accordance with Section 17. **SEE SECTION 17 FOR MORE INFORMATION ON OPTIONAL LDW.**
- c. In the event legal liability is imposed upon Owner, Renter and/or driver due to an accident or occurrence, motor vehicle liability insurance available to the Renter and/or driver are primary coverage and must respond to the liability of the Owner, Renter, and driver.
- d. In the event that legal liability is imposed on Owner due to an accident or occurrence, Renter and driver (if different from Renter) shall indemnify and hold harmless Owner for the amount of any such liability.

**Personal Injury Accident Benefits and Uninsured/Unidentified Motorist Protection.** Except as required by law, or as provided by the insurance or motor vehicle financial responsibility described in this Contract, Owner does not provide personal

injury Accident Benefits protection, or Uninsured/Unidentified Motorist protection through this Rental Contract. Renter expressly selects such protection in the minimum limits with the maximum deductible and expressly waives and rejects any such protection in excess of the minimum amounts required by law.

**Damage to, Loss or Theft of, Vehicle, Optional Accessories and Related Costs.**

Renter agrees to pay a sum for loss of use, regardless of fleet utilization, calculated as follows: (i) if Owner determines Vehicle is repairable: total labor hours from the repair estimate divided by 3 multiplied by the daily rate (including any Car Class Change); (ii) if Owner determines Vehicle is repairable and the repair invoice does not include labor hours: the daily rate on the Rental Contract Summary multiplied by .25 (iii) if Vehicle is stolen and not recovered or Owner determines Vehicle is salvage: 15 days at the daily rate. Renter also agrees to pay: (a) an administrative fee of \$75.00 when the repair estimate is less than \$5,000.00 or \$150 when the repair estimate is \$5,000.00 or greater; (b) a sum for diminishment of value if Vehicle is repairable calculated as 10% of the repair estimate if the damages are greater than \$499.99.

**Other Optional Protection Products**

**PERSONAL ACCIDENT INSURANCE (PAI) AND PERSONAL EFFECTS COVERAGE (PEC) (Where available).** THE PURCHASE OF PERSONAL ACCIDENT AND PERSONAL EFFECTS INSURANCE (PAI/PEC) IS OPTIONAL AND OFFERED AT THE TIME OF RENTAL FOR AN ADDITIONAL DAILY CHARGE. IT IS NOT REQUIRED TO RENT A VEHICLE. IF ACCEPTED, PLEASE READ THE CERTIFICATE OF INSURANCE WORDING CAREFULLY FOR A FULL DESCRIPTION OF COVERAGE AND EXCLUSIONS. Claims payment and administrative services under the Certificate are provided by the Company, AIG Insurance Company of Canada – Canadian Head Office. To obtain a claim form, contact the Company:

AIG Insurance Company of Canada  
120 Bremner Boulevard - Suite 2200, Toronto, Ontario M5J 0A8.  
Phone: +1-416-596-4005 or +1-877-317-8060, Email: [ahclaimscan@aig.com](mailto:ahclaimscan@aig.com)

**AIG Insurance Company of Canada**  
**Personal Accident Insurance & Personal Effects**  
**Certificate of Insurance**

**Policyholder:** Enterprise Rent-A-Car Canada Company  
**Group Policy Number:** 9428176

Covered Persons are provided 24-hour insurance protection both inside and outside Enterprise Rental Vehicle during the entire period of the Rental Agreement.

Wherever You or Your is used in the Certificate, it means the Covered Person who is either: the Renter of the Enterprise Rental Vehicle; or a Rental Passenger.

The Certificate contains information about Your insurance. Please read it carefully and keep it in a safe place.

The coverage outlined in the Certificate is provided by AIG Insurance Company of Canada (hereinafter referred to as the “Company”) under the Group Policy (herein called the Policy) issued to the Policyholder. The Company agrees to provide the benefits described in the Certificate to You if You experience an Emergency Sickness or an Injury as a result of an Accident during the Coverage Period; or if You suffer loss, theft or damage to Your Personal Effects during the Coverage Period.

Refer to Section 1 - Definitions for the meanings of defined terms. The terms, conditions and provisions of the insurance are described in the Certificate and the Policy. You or a person making a claim may request a copy of the Policy and/or a copy of your application for this insurance (if applicable) by writing to the Company at the address shown below.

Claims payment and administrative services under the Certificate are provided by the Company, AIG Insurance Company of Canada – Canadian Head Office is located at 120 Bremner Boulevard - Suite 2200, Toronto, Ontario M5J 0A8.

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**Section 1: Definitions**

There are words and expressions used in the Certificate which have a specific meaning, and sometimes those

meanings are unique to the Certificate. These words are shown below and each time one of them is used in the Certificate, it is with Initial Capital Letters. Plural forms of the words defined have the same meaning as the singular form. Please read each section of the Certificate for additional definitions applicable to those sections.

**Accident** means a sudden, unexpected, and unforeseeable event that occurs during the Coverage Period.

**Company** means AIG Insurance Company of Canada.

**Coverage Period** means the period the Renter has elected to purchase and has paid for coverage under the Certificate that falls within or is equal to the period of the Rental Agreement, and while the Policy is in effect.

**Covered Person** means an Insured: 1) for whom premium has been paid to Enterprise by the Renter; and 2) while covered under the Certificate.

**Enterprise** means Enterprise Rent-A-Car Canada Company and its subsidiaries doing business under the Alamo Rent A Car, Enterprise Rent-A-Car and National Car Rental brands.

**Hospital** means a facility which: (1) is operated according to law for the care and treatment of injured and sick persons; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24-hour nursing service by registered nurses (R.N.) on duty or call; and (4) is supervised by one or more Physicians. A Hospital does not include: (a) a nursing, convalescent, or geriatric unit of a Hospital when a patient is confined primarily to receive nursing care; (b) a facility which is primarily a rest home, nursing home, convalescent home, or home for the aged; is not, or (c) a place for the treatment of alcohol or drug addiction.

**Immediate Family** means a person who is related to the Insured in any of the following ways: spouse; children (natural, adopted, or legal guardianship); mother; father; brother; or sister.

**Injury** means bodily injury caused by an Accident occurring while the Certificate is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes, in Loss.

**Insured** means a Renter or Rental Passenger.

**Location of Permanent Residence** means the city where the Insured has established fixed and permanent residence.

**Loss/Losses** when used with reference to:

- (a) **Life** means Injury causing death;
- (b) **Quadriplegia** means the complete and irreversible paralysis of both the upper and lower limbs.
- (c) **Paraplegia** means the complete and irreversible paralysis of both lower limbs.
- (d) **Hemiplegia** means the complete and irreversible paralysis of the upper and lower limbs on one side of the body;
- (e) **Hand or Foot** means Injury causing dismemberment by complete and permanent severance at or above the wrist or ankle joint but below the elbow or knee joint;
- (f) **Arm or Leg** means Injury causing dismemberment by complete and permanent severance at above the elbow or knee joint;
- (g) **Thumb and Index Finger** means Injury causing complete and permanent severance of the thumb and index finger on the same hand;
- (h) **The Entire Sight of One Eye** means the total and irrecoverable loss of sight such that corrected visual acuity must be 20/200 or less in such eye;
- (i) **The Entire Sight of Both Eyes** means the total and irrecoverable loss of sight in both eyes such that corrected visual acuity must be 20/200 or less and the field of vision must be less than 20

degrees in both eyes. A Physician certified in ophthalmology must clinically confirm the diagnosis in writing;

(j) **Hearing** means the diagnosis of permanent loss of Hearing in both ears, with an auditory threshold of more than 90 decibels in each ear. A Physician certified in otolaryngology must confirm the diagnosis in writing; and

(k) **Speech** means complete and irrecoverable loss of the ability to utter intelligible sounds.

**Loss of Use** means the total and irrecoverable loss of function of an arm, hand, foot or leg, provided such loss of function is continuous for twelve consecutive months and such loss of function is thereafter determined on evidence satisfactory to the Company to be permanent.

**Personal Effects** means items owned by and for the personal use, adornment, or amusement of the Covered Person, or items owned by others and in the care, custody and control of the Covered Person.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: (1) the Covered Person; or (2) a member of the Covered Person's Immediate Family.

**Policy** means the contract of insurance between the Policyholder and the Company.

**Rental Agreement** means the rental contract signed by the Renter whereby the Renter agrees to rent the Rental Vehicle for a specific period of time, not to exceed more than four consecutive months. Rental Agreement also includes a master agreement entered into between a Renter and the Policyholder and signed by the Renter, which may include pre-selected coverage. In no event shall an individual rental period under such master agreement exceed more than four consecutive months.

**Rental Passenger** means any person who is not a Renter who is travelling in the Rental Vehicle with the Renter.

**Rental Vehicle** means a motor vehicle designed for travel on public roads rented from Enterprise and described in a Rental Agreement.

**Renter** means any individual who rents a Rental Vehicle from Enterprise and whose name is listed first on the Rental Agreement.

**Transportation** means moving the Covered Person during an Emergency Evacuation or Medical Repatriation by a land, water, or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

## **Section 2: Individual Effective and Termination Dates**

### ***2.1 Individual Effective Date***

An Insured's coverage under the Certificate will take effect, provided that the required premium has been paid to Enterprise by the Renter on the latest of: (1) the date/time specified on the Rental Agreement; or (2) the date/time the Insured picks up the Rental Vehicle.

### ***2.2 Individual Termination Date***

An Insured's coverage under the Certificate ends on the earliest of: (1) the date/time the Insured returns the Rental Vehicle if earlier than the return date/time specified in the Rental Agreement; or (2) the return date/time specified in the Rental Agreement.

Termination of the Policy will not affect: (1) an Insured's coverage under the Certificate if the start date of the

Rental Agreement is prior to the date the Policy is terminated; or (2) a claim for a covered loss that occurred while the Insured's coverage was in force under the Certificate.

## Section 3: Personal Accident Benefits

### 3.1 Accidental Death and Dismemberment Benefit

If Injury to the Covered Person shall result, within 365 days of the date of the Accident, in any one of the Losses below, the Company will pay the Amount of Benefit shown below in the Schedule of Benefits. If more than one of such specified Losses shall result from the same Accident, only one amount, the largest, shall be paid.

Schedule of Benefits	Amount of Benefit Renter	Amount of Benefit Rental Passenger
Loss of Life	\$250,000	\$125,000
Loss of both Hands or both Feet or both Eyes; or Loss of one Hand and one Foot; or Loss of one Hand and one Eye or one Foot and one Eye; or Loss of Speech or Hearing; or Loss of one Arm or one Leg; or Loss of Use of both Hands or both Arms; or Loss of Entire Sight of Both Eyes; or Quadriplegia; or Paraplegia; or Hemiplegia	\$250,000	\$125,000
Loss of one Hand, one Foot or Entire Sight of One Eye; or Loss of Thumb and Index Finger; or Loss of Use of one Arm or one Leg	\$187,500	\$93,750

### Exposure and Disappearance

Loss suffered by a Covered Person resulting from unavoidable exposure to the elements following an Accident shall be covered to the extent of the benefits provided by the Certificate.

If the body of a Covered Person has not been found within one year of the disappearance, sinking, forced landing, stranding or wrecking of any conveyance in which the Covered Person was an occupant, then it shall be presumed that the Covered Person suffered a Loss of Life.

### Aggregate Limit

The maximum total benefits that shall be payable in the aggregate for all Covered Persons for any covered Accident is \$500,000 regardless of the number of persons.

### 3.2 Rehabilitation/Retraining Benefit

If a Covered Person suffers an Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Schedule of Benefits under Section 3.1, the Company shall pay the reasonable and necessary expenses actually incurred for such Rehabilitation/Retraining up to a maximum of \$20,000 per Covered Person.

**Rehabilitation/Retraining** as used in this benefit means, the expense of treatment by a therapist licensed, registered or certified to provide such treatment; or the expense of treatment by a special education teacher; or the expense of

institutional confinement for such treatment, intended to rehabilitate or retrain the Covered Person for work in any gainful occupation including the Covered Person's regular occupation.

### ***3.3 Medical Repatriation Benefit /Return of Mortal Remains Benefit***

#### **Medical Repatriation Benefit**

If within one year from the date of Accident it is the opinion of the attending Physician that it is medically advisable to transfer the Covered Person to a Hospital nearest to the Covered Person's Location of Permanent Residence, the Company will reimburse the reasonable cost incurred for such Transportation up to a maximum of \$20,000 for the Renter and \$10,000 for each Rental Passenger.

#### **Mortal Remains Benefit**

If a Covered Person suffers Loss of Life due to Injury while outside a 150 kilometer radius from his or her Location of Permanent Residence, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her Location of Permanent Residence, but not exceeding \$20,000 for the Renter and \$10,000 for each Rental Passenger.

Covered expenses are expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

The Company must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact the Company in advance.

### ***3.4 Emergency Evacuation Benefit***

The Company will pay, subject to the limitations set out herein, for Emergency Evacuation Expenses reasonably incurred if the Covered Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 150 kilometre radius from his or her Location of Permanent Residence, but not exceeding \$50,000 per Insured per Coverage Period.

The Physician ordering the Emergency Evacuation must certify that the severity of the Covered Person's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

The Company must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation benefits to be payable. The Company reserves the right to determine the benefits payable, including reductions, if it is not reasonably possible to contact the Company in advance.

**Emergency Evacuation Expense(s)** as used in this benefit means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**Emergency Evacuation** as used in this benefit means, if warranted by the severity of the Covered Person's Injury or Emergency Sickness: (1) the Covered Person's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Covered Person's Transportation to his or her Location of Permanent Residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or Emergency

Sickness and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

**Emergency Sickness** as used in this benefit means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured’s condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Certificate is in force as to the Insured suffering the symptom and while the Insured is covered under the Certificate.

**Medically Necessary Emergency Evacuation Service** as used in this benefit means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured.

Exclusion 2 under Section 5.2 does not apply to this benefit.

**3.5 Accidental Medical and Dental Expense Benefit**

Benefit Limitations	Maximum Amount Payable
Accidental Medical: Orthopedic appliance and braces	\$500
Accidental Medical: Heat treatments, adjustments, manipulations, massage, or any form of physical therapy while not confined to a Hospital	\$500
Accidental Dental – per tooth maximum	\$200
Aggregate Limit of Indemnity for Accidental Medical and Dental Combined	\$10,000

**Accidental Medical Expense Benefit**

The Company will pay the reasonable and customary Covered Medical Expenses described below, for Injury to the Covered Person occurring as a result of an Accident provided the first expense is incurred within 30 days of the date of the Accident. All expenses, treatments, services and/or supplies described below must be: (1) Medically Necessary; (2) incurred within 365 days of the date of the Accident; and (3) recommended, approved and incurred at the direction of the Covered Person’s attending Physician. The amount of the benefit will not exceed the Maximum Amount Payable per Insured per Coverage Period indicated under the Benefit Limitations above.

**Covered Medical Expenses:**

1. Charges for Hospital room and board, use of the operating room, emergency room, and ambulatory surgical facility;
2. fees of a Physician and treatment by licensed graduate nurse (R.N.) license practicing nurse (LPN) or nurse practitioner (NP);
3. medical expenses, in or out of the Hospital, including: anaesthetics including administration of anaesthetics; ambulance service (to and from the Hospital); artificial limbs and eyes (excluding repair or replacement of these items); diathermy; laboratory tests; prescription drugs and medicines; prosthetic appliances; radiation treatment; physical therapy and transfusions,

4. X-rays, MRI, CAT scan or similar test procedures prescribed by a Physician;
5. Home Health Care;
6. Orthopedic appliances and braces; and
7. Heat treatments, adjustments, manipulations, massage, or any form of physical therapy while not confirmed to a Hospital.

The coverage for Accidental Medical Expense is in excess of any federal or provincial health plan coverage.

**Home Health Care** as used in this benefit, means those nursing and other home health care services provided to a Covered Person in the Covered Person's place of residence: (a) due to an Injury; (b) by a Home Health Care Practitioner; (c) in lieu of confinement in a Hospital; and (d) pursuant to a written order, and under a plan of care established, by the attending Physician, which plan is reviewed and approved by the current attending Physician at least monthly. Such Physician must certify, as to all Home Health Care covered by the Certificate, that, in his or her opinion, confinement in a Hospital would be required in the absence of that Home Health Care.

**Home Health Care Practitioner** as used in this benefit, means a nurse, medical social worker, home health aide, physical therapist, speech therapist, inhalation therapist, occupational therapist, chemotherapy specialist, enterostomal specialist, total parenteral nutrition specialist, or such other practitioner as the Company objectively determines provides appropriate Home Health Care. However, no provider will be considered a Home Health Care Practitioner under the Certificate unless: (a) duly licensed and/or certified in compliance with all applicable laws and regulations to provide the care the Covered Person receives; and (b) not a member of the Covered Person's Immediate Family.

**Medically Necessary** as used in this benefit means that a service or supply is necessary and appropriate for the diagnosis or treatment of the Injury, based on generally accepted current medical practice.

### **Accidental Dental Benefit**

The Company will pay the reasonable and customary Covered Dental Expenses described below, for Injury to the Covered Person occurring as a result of an Accident provided the first expense is incurred within 30 days of the date of the Accident. All expenses, treatments, services and/or supplies described below must be incurred within 365 days from the date of Accident. The amount of the benefit will not exceed the per tooth maximum and the Aggregate Limit of Indemnity for Accidental Medical and Dental Combined stated in the table above.

#### **Covered Dental Expenses**

- Treatment, repair or replacement of teeth by a qualified dentist or dental surgeon;
- Oral x-rays prescribed by a dentist or dental surgeon to well or sound teeth, bridges or dentures.

#### **3.6 In-Hospital Benefit**

If a Covered Person suffers an Injury resulting in a Loss (other than Loss of Life) for which the Company has paid a benefit set out in the Schedule of Benefits under Section 3.1, and as a consequence of such Loss the Covered Person is, pursuant to the instructions of a Physician, confined to a Hospital for more than five consecutive overnight stays, the Company will pay a lump-sum benefit of \$5,000 per Insured per Coverage Period.

## **Section 4: Personal Effects Benefits**

Benefits will be paid up to the maximum amount shown below, if a Covered Person suffers loss, theft or damage to Personal Effects in the care, custody and control of the Insured, during transit, or while in any hotel or building

(other than the Covered Person's personal residence), or while locked in the Rental vehicle, during the Coverage Period.

The Company will pay no more than the least of the following amounts for Personal Effects Benefits:

1. Replacement cost of the Personal Effects at the time of loss without deduction for depreciation; or
2. The full cost to repair the Personal Effects at the time of loss; or
3. \$1,750 per Insured.

The maximum total benefits that shall be payable in the aggregate for all Covered Persons is \$8,750 per Coverage Period, regardless of the number of persons.

## **Section 5: Limitations and Exclusions**

### ***5.1 Limitations***

If a Covered Person suffers one or more losses from the same Accident for which amounts are payable under more than one of the following benefits provided by the Certificate, the maximum amount payable under all of the benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

### ***5.2 General Exclusions – Applicable to Section 3 – Personal Accident Benefits***

The Certificate does not cover Loss or claim resulting in whole or in part from any one or more of the following:

1. Intentionally self-inflicted injuries, suicide, or any attempt thereat while sane or insane;
2. Sickness, disease, or bodily infirmity whether the Loss or claim results directly or indirectly from any of these;
3. Injury caused or contributed to by the Covered Person's commission of or attempt to commit a felony or assault, participation in or engaging in an act of violence, civil disobedience, civil disorder, riot or insurrection;
4. Injury sustained while the Covered Person is riding (including boarding or alighting) on any aircraft as a passenger, or as a pilot, crew member, flight instructor, examiner or student pilot;
5. Participation in professional team sports or other professional athletic activities; and
6. Being under the influence of any intoxicant or narcotic, unless administered on the advice of a Physician.

### ***5.3 General Exclusions – Applicable only to Section 4 – Personal Effects Benefit***

Due to their nature, certain items are excluded from coverage. The Certificate does not provide coverage for loss or damage to:

1. Money and securities; currency; coins; deeds; negotiable instruments; debit or credit cards; artificial teeth or dental bridges; tickets and documents; contact lenses or eyeglasses; prosthetic limbs; automobiles or automobile equipment or their respective parts; animals; motorcycles; watercraft and their trailers; motors or other conveyances; perishables; stamps; bullion; merchandise for sale or exhibition; antiques and fine arts; household or office furniture; business equity; CB radios, radar detectors; furs, jewellery or watches; guns or other weaponry.

In addition, the Certificate does not provide coverage for loss or damage (in whole or in part) from:

1. Wear and tear, gradual deterioration, moths, vermin, inherent vice or defect or damage sustained due to any process or while actually being worked upon and resulting therefrom;
2. Transporting contraband or illegal trade;



3. Loss or damage due to unexplained or mysterious disappearance, or loss or damage due to theft, unless reported to the police or other competent authority;
4. Any nuclear incident or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning, or explosion of natural, coal or manufactured gas, or contamination by radioactive material; and
5. Confiscation by order of any government or public authority;
6. Any theft of or damage to the Insured's Personal Effects that is expected or intended by the Insured; and
7. Delay, loss of market, indirect or consequential loss of any kind.

#### **5.4 General Exclusions – Applicable to all Benefits**

The Certificate does not cover Loss or claim resulting in whole or in part from any one or more of the following:

1. Use of a Rental Vehicle when such use is in violation of the conditions of the Rental Agreement;
2. Operation of the Rental Vehicle by any driver who is not authorized by the Rental Agreement;
3. Any Insured's liability for damage to the Rental Vehicle; and
4. War, invasion, terrorism, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, or military power.

Coverage is also not provided for any loss occurring after the rented vehicle is converted. The Rental Vehicle shall be deemed to have been converted whenever it is not returned to Enterprise by the return date and time or by the extended return date as shown in the Rental Agreement.

## **Section 6: Claim Provisions**

### **6.1 Notice and Proof of Claim**

The Insured shall notify the Company immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits. The notice must include: Insured's Name, Renter's name and the location of the office where the Rental Vehicle was rented; the time, place and circumstances of the Accident; and the names and addresses of witnesses and potential claimants. The Insured will then be sent a claim form. The Insured shall then give written notice of claim (on a claim form or other written notification) to the Company not later than 30 days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than 90 days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Company with information sufficient to identify the Insured, shall be deemed notice of claim. The appropriate claim forms, including a copy of the Rental Agreement, together with written proof of loss, must be delivered as soon as reasonably possible, but in all events within one year from the date that the loss occurred. Notice to Enterprise is not notice to the Company.

### **6.2 Payment of Claims**

Benefits payable under the Policy will be paid upon receipt of full written proof of loss, as determined by the Company. Benefits for Loss of Life shall be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries which survives the Insured: spouse; or children, including legally adopted children; or parents; or brothers and sisters; or the estate of the Insured. If two or more persons become entitled to benefits as preference beneficiaries, they will share equally. All other benefits will be payable to the Insured. This Policy contains a provision removing or restricting the right of the Insured to designate persons to whom or for whose benefit insurance money is to be payable.

### **6.3**    *Notice to Authorities*

Where the loss is due or appears to be due to theft, burglary, robbery, malicious mischief or disappearance of Personal Effects, the Insured must give immediate notice thereof to the police or other authorities having jurisdiction.

### **6.4**    *Right of Examination*

The Company has the right, and any Insured making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also, in the case of the Loss of Life of an Insured, to make an autopsy subject to any law of the Insured's province of residence relating to autopsies.

### **6.5**    *Subrogation*

Following payment of an Insured's claim for loss or damage, the Company shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Insured against any party in respect of such loss or damage, and shall be entitled at its own expense to sue in the name of the Insured. The Insured shall give the Company all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Company to bring suit in the name of the Insured.

### **6.6**    *Due Diligence*

The Insured shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

### **6.7**    *Co-operation*

Insured's are required to: help the Company obtain witnesses, information and evidence about the Accident and co-operate with the Company in any legal actions if the Company ask Insured; immediately send the Company everything received in writing concerning the claim including legal documents; provide the Company with records and documents they request and allow them to make copies; and provide statements, submit to questions under oath, and sign and swear to them.

### **6.8**    *False Claim*

If an Insured files a claim knowing it to be false or fraudulent in any respect, the Insured shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

## **Section 7: General Provisions**

These General Provisions are applicable to the Policy as a whole. Please read each section to see further additional conditions and provisions relating to that section.

### **6.1**    *The Policy*

The Policy between the Policyholder and the Company consists of the Policy, the Certificate, and any written amendment(s) issued by the Company. The Policy can be changed or amended without the consent of any Insured.

### **6.2**    *Waiver*

The Company shall be deemed not to have waived any condition of the Policy, either in whole or in part, unless the waiver is clearly expressed in writing and signed by the Company. Any express waiver by the Company of any requirements of the Policy will not constitute a continuing waiver of such requirements. Any failure by the

Company to insist upon compliance with any provision of the Policy will not operate as a waiver or amendment of that provision.

### **6.3 Limitation of Actions**

No action at law or in equity may be brought to recover on benefits under the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy.

Every action or proceeding against an insurer for the recovery of insurance money payable under the Policy is absolutely barred unless commenced within the greater of:

1) the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*; or

2) three years after the time written proof of loss is required to be furnished.

### **6.4 Coverage Territory**

This Policy insures losses that occur during the Coverage Period within Canada or the United States, but only if the loss arises out of a Rental Vehicle which is rented in Canada. The coverage territory does not include Mexico.

### **6.5 No Benefit to Bailee**

The insurance provided by this policy shall in no way be directly or indirectly to the benefit of any carrier or bailee.

### **6.6 Assignment**

Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

### **6.7 Non-Participating**

The Insured is not entitled to share in the profits or surplus of the Company.

### **6.8 Currency**

All moneys payable under this Policy are payable in the lawful money of Canada unless otherwise stated.

### **6.9 Governing Law**

The relationship between the Company and any Insured shall be subject to the laws of the Insured's Canadian province or territory of residence at the time his or her insurance coverage hereunder comes into effect.

### **6.10 Conformity with Applicable Law**

Any provision of the Policy, which is in conflict with any federal, provincial, territorial or other applicable law of an Insured's place of residence, is hereby amended to conform to the minimum requirements of that law.

The Company will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Company, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

The Policy will not cover any loss, injury, damage or legal liability arising directly or indirectly from planned or actual travel in, to, or through Iran, Syria, Sudan, North Korea or the Crimea region.

By signing below, the President and Chief Executive Officer of the Insurer agrees on behalf of the Insurer to all the terms of this Certificate.



President and Chief Executive Officer  
AIG Insurance Company of Canada



Countersigned by Authorized Representative

This Certificate shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer.

Despite any other provision of this Certificate, this Certificate is subject to the statutory conditions in the Insurance Act respecting policies of accident and sickness insurance.

### **AIG Insurance Company of Canada - Privacy Principles**

We abide by the AIG Insurance Company of Canada Privacy Principles and want our Insured's and claimants (referred to herein as "You" or "Your"), to be aware of how and why we handle personal information. We work hard to respect and maintain Your privacy. However, the very nature of our business is such that the collection, use and disclosure of personal information is fundamental to the products and services we provide.

For the purposes of the Privacy Principles, personal information means information that identifies an individual. For example: an individual's name, birth date, address, age, health and financial information is personal information which we may collect, use and in certain circumstances, where necessary, disclose, in the course of providing insurance services and carrying on business. By applying for or purchasing AIG's products and services, You are providing Your consent to our collection, use, and disclosure of Your personal information for insurance purposes and carrying on business, as set out in the Privacy Principles.

You may obtain a copy of the Privacy Principles on Our website at [www.aig.ca](http://www.aig.ca) or request a copy by contacting Us at:

The Privacy Officer  
c/o AIG Insurance Company of Canada  
120 Bremner Boulevard, Suite 2200  
Toronto, ON M5J 0A8  
1-800-387-4481

The purpose of this fact sheet is to inform you of your rights.  
It does not relieve the insurer or the distributor of their obligations to you.

## LET'S TALK INSURANCE!

Name of distributor: Enterprise Rent-A-Car Canada Company

Name of insurer: AIG Insurance Company of Canada

Name of insurance product: Personal Accident and Effects Insurance – Rental Car Insurance



### IT'S YOUR CHOICE

You are **never required** to purchase insurance:

- that is offered by your distributor;
- from a person who is assigned to you; or
- to obtain a better interest rate or any other benefit.

Even if you are required to be insured, **you do not have to** purchase the insurance that is being offered. **You can choose** your insurance product and your insurer.



### HOW TO CHOOSE

To choose the insurance product that's right for you, we recommend that you read the summary that describes the insurance product and that must be provided to you.



### DISTRIBUTOR REMUNERATION

A portion of the amount you pay for the insurance will be paid to the distributor as remuneration. The distributor **must** tell you when the remuneration exceeds 30% of that amount.



### RIGHT TO CANCEL

The Act allows you to rescind an insurance contract, **at no cost**, within 10 days after the purchase of your insurance. However, the insurer may grant you a longer period of time. After that time, fees may apply if you cancel the insurance. **Ask** your distributor about the period of time granted to cancel it **at no cost**.

If the cost of the insurance is added to the financing amount and you cancel the insurance, your monthly financing payments might not change. Instead, the refund could be used **to shorten the financing period**. **Ask your distributor for details**.

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The *Autorité des marchés financiers* can provide you with unbiased, objective information.  
Visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca) or call the AMF at 1-877-525-0337.

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Reserved for use by the insurer:

# Product Summary

## PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS – RENTAL CAR INSURANCE

### Insurer’s Contact Information

Name:	<b>AIG Insurance Company of Canada</b>
AMF Client Number:	2000533077
Website:	aig.ca
Address:	120, Bremner Boulevard, Suite 220, Toronto, ON, M5J 0A8
Phone Number:	1-416-596-3000
Fax Number:	1-855-453-1063
Toll Free:	1-800-387-4481

### Claims Administrator’s Contact Information

Name:	<b>AIG Insurance Company of Canada</b>
Address:	120, Bremner Boulevard, Suite 220, Toronto, ON, M5J 0A8
Phone Number:	(416) 596-4005
Fax Number:	1-855-326-5546
Toll Free:	1-877-317-8060

### Distributor’s Contact Information

Name:	<b>Enterprise Rent-A-Car Canada Company</b>
Website:	<ul style="list-style-type: none"> <li>● <a href="#">La Compagnie de Location d’Autos Enterprise</a></li> <li>● <a href="https://www.enterprise.ca/en/car-rental.html">https://www.enterprise.ca/en/car-rental.html</a></li> </ul>
Address:	● 5830 Cote-de-Liesse Bureau 200, Mont-Royal, Quebec H4T 1B1
Phone Number:	● (514) 735-3722
Fax Number:	● (514) 735-5506

## INTRODUCTION

This Product Summary has been designed to help you understand the coverages and benefits along with the limitations, exclusions and terms and conditions of the Personal Accident Insurance and Personal Effects Insurance (the “Product”). This document has been created to assist you, without the advice of a licensed insurance advisor, in determining if the Product is right for you and corresponds to your needs. Some of the terms used in this Product Summary have specific meanings explained in the insurance policy. Please refer to such policy for complete information on the scope of the Product. You may view this document and the insurance policy at:

<https://www.aig.ca/qc-distribution-lists>

You can also obtain a copy of the insurance policy through the distributor’s website.

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## **PRODUCT OFFERED AT THE TIME OF VEHICLE RENTAL**

This insurance is offered at the time of rental of a car for an additional daily charge. The purchase of this insurance is optional and is not required to rent a car.

In order to benefit from the advantages of this Product, you must take out the insurance and pay the associated premiums.

## **CAN I CANCEL THE PRODUCT AND BE REFUNDED?**

Typically, when you purchase an insurance product at the time a contract is made, you have 10 days from the purchase date to review your insurance policy, ask questions and if you conclude the insurance does not provide the coverage you are looking for, you may seek a refund of the premium you paid.

Your request must be made before taking possession of the rental vehicle.

## **SIMILAR PRODUCTS**

There are other types of products on the market that provide similar coverage to the Product that you may purchase on your own.

## **DON'T FORGET:**

- All amounts stated in this summary and in the insurance policy are in Canadian dollars.
- All coverages are per person (unless the context indicates otherwise).
- You must always provide us with full and accurate information. Making a false statement or concealing certain important information, before or during your Coverage Period, can make you lose your coverage.
- Most claims require you to provide us with supporting documentation and other evidence. Keep all of your receipts, obtain appropriate written confirmations and communicate with us in a timely manner. For more details on what types of claims evidence is required for each type of claim, please refer to the insurance policy.

## **ELIGIBILITY CRITERIA – WHO AND WHAT IS COVERED**

### **Who is covered by this Product?**

To be covered by this Product, you must be the renter or a rental passenger. The renter must take out the insurance at the time of rental and pay the associated premiums.

### **What is the coverage available?**

This insurance policy insures losses that occur in the event of an Accident or the loss or theft of your personal effects during the Coverage Period within Canada or the United States, but only if the loss arises out of the use of a rental vehicle which is rented in Canada.

### **For how long are you covered?**

You are covered by this Product during the Coverage Period.

The expression Coverage Period has a specific meaning in this insurance policy. "Coverage Period" means the period the renter has elected to purchase and has paid for coverage under the certificate that falls within or is equal to the period of the rental agreement, and while the policy is in effect.

Your coverage will take effect, provided that the required premium has been paid to Enterprise by the renter on the latest of: (1) the date/time specified on the rental agreement; or (2) the date/time the insured picks up the rental vehicle.

Your coverage ends on the earliest of: (1) the date/time the insured returns the rental vehicle if earlier than the return date/time specified in the rental agreement; or (2) the return date/time specified in the rental agreement.



## **WHAT ARE THE MAIN LIMITATIONS AND EXCLUSIONS OF THIS PRODUCT?**

You will not be covered for certain losses or incidents if they are excluded from coverage for the Product or if they are subject to a limitation. Here are a few examples of limitations or exclusions contained in the Product. Please refer to the insurance policy for a complete list of the limitations and exclusions.

### **Limitations**

This Product provides that if you suffer one or more losses from the same Accident for which amounts are payable under more than one of the following benefits provided by the certificate, the maximum amount payable under all of the benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit or Accidental Dismemberment Benefit.

### **General Exclusions – Applicable to all Benefits**

- Losses or claims that arise out of the use of the rental vehicle when such use is in violation of the conditions of the rental agreement.
- Losses or claims that arise out of the operation of the rental vehicle by any driver who is not authorized under the rental agreement.
- Losses or claims that arise out of any insured's liability for damage to the rental vehicle.

### **General Exclusions – Applicable to Personal Accident Benefits**

- Losses or claims resulting from intentionally self-inflicted injuries, suicide, or any attempt thereat while sane or insane.
- Losses or claims resulting from sickness, disease, or bodily infirmity whether the loss or claim results directly or indirectly from any of these.
- Losses or claims resulting from an injury caused or contributed to by the covered person's commission of or attempt to commit a felony or assault, participation in or engaging in an act of violence, civil disobedience, civil disorder, riot or insurrection.
- Losses or claims resulting from an injury when such injury arises while the insured is under the influence of any intoxicant or narcotic, unless administered on the advice of a physician.

### **General Exclusions – Applicable to Personal Effects Benefits**

- Losses or damages to certain items provided for in the insurance policy.
- Losses or damages resulting from wear and tear, gradual deterioration, moths, vermin, inherent vice or defect or damage sustained due to any process or while actually being worked upon and resulting therefrom.
- Losses or damages resulting from contraband transport or illegal trade.

For a full list of exclusions, please consult the "General Exclusions" section under the insurance policy. Specific limitations and exclusions applicable to your coverage are provided for under Sections 3 and 4 of the insurance policy.

You should always act prudently and reasonably, as if you were uninsured. Otherwise your coverage may be limited or denied.

## **WHAT COVERAGES DOES THE PRODUCT OFFER?**

This Product provides several types of coverage. We provide a few examples below. For more details on what is covered, please refer to sections "Personal Accident Benefits" and "Personal Effects Benefits" of the insurance policy. Please consult the "Schedule of Benefits" in the insurance policy for information about the specific maximum amounts of coverage.

### **Accidental Death and Dismemberment Benefit**

If you sustain an injury within 365 days of the date of the Accident and it results in a loss listed in the "Schedule of Benefits" provided for in Section 3.1 of the insurance policy, AIG Insurance Company of Canada (the "Company") will pay the amount of benefit shown in the

“Schedule of Benefits”. If more than one of such specified losses shall result from the same Accident, only one amount, the largest, shall be paid.

Accident means a sudden, unexpected, and unforeseeable event that occurs during the Coverage Period.

The maximum total benefits that shall be payable in the aggregate for all covered persons for any covered Accident is \$500,000 regardless of the number of persons.

#### **Rehabilitation/Retraining Benefit**

If you suffer an injury resulting in a loss (other than loss of Life) for which the Company has paid a benefit set out in the “Schedule of Benefits” under Section 3.1 of the insurance policy, the Company shall pay the reasonable and necessary expenses actually incurred for such rehabilitation/retraining up to a maximum of \$20,000 per covered person.

Please refer to Section 3.2 of the insurance policy for more details pertaining to the conditions and limitations of this benefit.

#### **Medical Repatriation Benefit/Return of Mortal Remains Benefit**

This Product includes benefits for the transfer to a hospital nearest to your location of permanent residence and the repatriation of your remains in certain circumstances provided for in the insurance policy.

Please refer to Section 3.3 of the insurance policy for more details pertaining to the conditions and limitations of this benefit.

The Company must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact the Company in advance.

#### **Emergency Evacuation Benefit**

This Product includes benefits for emergency evacuation expenses reasonably incurred if you suffer an injury or emergency sickness that warrants your emergency evacuation while you are outside a 150 kilometre radius from your location of permanent residence in certain circumstances provided for in the insurance policy.

Please refer to Section 3.4 of the insurance policy for more details pertaining to the conditions and limitations of this benefit.

The Company must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation benefits to be payable. The Company reserves the right to determine the benefits payable, including any reductions, if it is not reasonably possible to contact the Company in advance.

#### **Accidental Medical and Dental Expense Benefit**

##### Accidental Medical Expense Benefit

This Product includes benefits for accidental medical expenses incurred as a result of an Accident in certain circumstances provided for in the insurance policy. The medical expenses covered include, among others, charges for hospital room and board, use of the operating room, emergency room, ambulatory surgical facility and fees of a physician and treatment by a nurse of certain medical cares provided for in the insurance policy.

Please refer to Section 3.5 of the insurance policy for a complete list of the covered expenses and more information about conditions and limitations of this benefit.

##### Accidental Dental Benefit

This Product includes benefits for accidental dental expenses incurred as a result of an Accident in certain circumstances provided for in the insurance policy.

Please refer to Section 3.5 of the insurance policy for a complete list of the covered expenses and more information about conditions and limitations of this benefit.

#### **In-Hospital Benefit**

This Product includes benefits in the event of hospitalization. It is provided that if you suffer an injury resulting in a loss (other than loss of life) for which the Company has paid a benefit set out in the “Schedule of Benefits” under Section 3.1 of the insurance policy, and as a consequence of such loss, pursuant to the instructions of a physician, you are confined to a hospital for more than five consecutive overnight stays, the Company will pay a lump-sum benefit of \$5,000 per insured per Coverage Period.

### **Personal Effects Benefits**

This Product includes benefits for the loss, theft or damage to personal effects in the care, custody and control of the insured, during transit, or while in any hotel or building (other than the covered person's personal residence), or while locked in the rental vehicle, during the Coverage Period, subject to the conditions set out in the insurance policy.

Please refer to Section 4 of the insurance policy for more information pertaining to the conditions and limitations of this benefit.

## **CLAIM AND PAYMENT OF BENEFITS PROCEDURE**

### **When should you notify the Company of a claim?**

The insured shall notify the Company immediately after being aware of a loss, or an occurrence which may lead to a loss under any of these insurance benefits.

A notice to Enterprise is not considered a notice to the Company.

### **What should this notice include?**

The notice must include: the insured's name, the renter's name and the location of the office where the rental vehicle was rented; the time, place and circumstances of the Accident; and the names and addresses of witnesses and potential claimants. The insured will then be sent a claim form.

Where the loss is due or appears to be due to theft, burglary, robbery, malicious mischief or disappearance of personal effects, the insured must give immediate notice thereof to the police or other authorities having jurisdiction.

### **When do you have to return the claim form?**

The insured shall then give written notice of claim (on a claim form or other written notification) to the Company not later than 30 days after the occurrence or commencement of any loss covered by the policy or as soon thereafter as is reasonably possible, but in all events must be provided no later than 90 days from the date of loss. Written notice given by or on behalf of the claimant or the beneficiary to the Company with information sufficient to identify the insured, shall be deemed a notice of claim.

The appropriate claim forms, including a copy of the rental agreement, together with written proof of loss, must be delivered as soon as reasonably possible, but in all events within one year from the date that the loss occurred.

### **When will the Company pay the benefits?**

Benefits payable under the policy will be paid upon receipt of full written proof of loss, as determined by the Company. The Company is required to pay the benefits within 60 days of receipt of the relevant information and full written proof of loss.

### **What can you do in the event the Company denies your claim?**

If your claim is denied, you will receive a call from the Company explaining why the claim is not payable. You will be given the opportunity to submit additional documentation to support your claim at which time the Company will review the additional information and provide you with a final decision.

Please refer to Section 6 of the insurance policy for all the details pertaining to the claim procedure and the payment of benefits provided for in the insurance policy.

## **COMPLAINT RESOLUTION**

In the event that you are not satisfied with the Product, please review the Complaint Resolution Policy at <https://www.aig.ca/complaint-resolution-policy>.

## **NOTICE OF RESCISSION OF AN INSURANCE CONTRACT**

### **NOTICE GIVEN BY A DISTRIBUTOR**

Section 440 of the Act respecting the distribution of financial products and services ([chapter D-9.2](#))

**THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.**

The Act allows you to rescind an insurance contract, without penalty, within 10 days of the date on which it is signed. However, the insurer may grant you a longer period.

To rescind the contract, you must give the insurer notice, within that time, by registered mail or any other means that allows you to obtain an acknowledgement of receipt.

Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at 1-877-525-0337 or visit <https://lautorite.gc.ca/>

#### NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To : \_\_\_\_\_  
(name of insurer)

\_\_\_\_\_  
(address of insurer)

Date: \_\_\_\_\_  
(date of sending of notice)

Pursuant to Section 441 of the Act respecting the distribution of financial products and services, I hereby rescind insurance contract no.: \_\_\_\_\_  
(number of contract, if indicated)

Entered into on: \_\_\_\_\_  
(date of signature of contract)

In: \_\_\_\_\_  
(place of signature of contract)

\_\_\_\_\_  
(name of client)

\_\_\_\_\_  
(signature of client)

## **Assurance individuelle contre les accidents et assurance des effets personnels**

### **Attestation d'assurance**

**Titulaire de la police :** Enterprise Rent-A-Car Canada Company

**Numéro de la police d'assurance collective :** 9428176

Les personnes couvertes bénéficient d'une protection d'assurance 24 heures sur 24 à l'intérieur et à l'extérieur du véhicule de location Enterprise pendant toute la durée du contrat de location.

Chaque fois que les termes « vous », « votre », « vos » ou « vôtre » sont utilisés dans l'attestation d'assurance, ils désignent les personnes couvertes qui sont la personne locataire d'un véhicule avec la compagnie de location Enterprise ou les passagers du véhicule de location.

L'attestation d'assurance contient des renseignements sur votre assurance. Veuillez la lire attentivement et la conserver en lieu sûr.

La couverture décrite dans l'attestation d'assurance est fournie par la Compagnie d'Assurance AIG du Canada (ci-après, la « compagnie ») aux termes de la police d'assurance collective (ci-après, la « police ») émise au titulaire de la police. La compagnie accepte de vous accorder les garanties décrites dans l'attestation d'assurance si vous souffrez d'une maladie urgente ou d'une blessure à la suite d'un accident pendant la période d'assurance, ou si vos effets personnels sont perdus, volés ou endommagés pendant la **période d'assurance**.

Consultez la section 1 : Définitions pour connaître la signification des termes ayant une définition. Les modalités, conditions et dispositions de l'assurance sont décrites dans l'attestation d'assurance et la police. Vous ou une personne présentant une réclamation pouvez demander une copie de la police ou de votre attestation d'assurance (s'il y a lieu) en écrivant à la compagnie à l'adresse indiquée ci-dessous.

Le paiement des réclamations et les services administratifs au titre de l'attestation d'assurance sont fournis par la Compagnie d'Assurance AIG du Canada, dont le siège social est situé au 120 Boulevard Bremner, bureau 2200, Toronto (Ontario) M5J 0A8.

## **DÉCLARATION**

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## Section 1 : Définitions

Certains termes utilisés dans l'attestation d'assurance ont un sens particulier, un sens qui ne s'applique parfois qu'à l'attestation d'assurance. Ces termes sont toujours en caractères gras dans l'attestation d'assurance et sont définis ci-dessous. Les formes plurielles des termes définis ont le même sens que la forme singulière. Vous trouverez dans certaines sections de l'attestation d'assurance des définitions supplémentaires qui s'appliquent à ces sections en particulier.

**Accident** désigne un événement soudain, inattendu et imprévisible qui se produit pendant la période d'assurance.

**Assuré** désigne le locataire ou un passager du véhicule de location.

**Blessure** désigne une blessure corporelle causée par un **accident** survenant pendant que l'attestation d'assurance est en vigueur et qu'elle s'applique à la personne blessée qui présente la réclamation, et entraînant directement et indépendamment de toute autre cause une **perte**.

**Contrat de location** désigne le contrat de location signé par le locataire par lequel ce dernier accepte de louer le véhicule de location pour une période déterminée ne pouvant dépasser quatre mois consécutifs. Le contrat de location contient aussi un contrat principal entre le locataire du véhicule et le titulaire de la police et signé par le locataire du véhicule, qui peut inclure une couverture pré-choisie. A aucun moment une location individuelle de véhicule de ce contrat principal ne peut dépasser plus de quatre mois consécutifs.

**Compagnie** désigne la Compagnie d'Assurance AIG du Canada.

**Effets personnels** désigne les articles appartenant à la personne assurée et destinés à son usage personnel, à sa parure ou à son divertissement, ou les articles appartenant à d'autres personnes qui sont sous la garde et le contrôle de la personne assurée.

**Entreprise** désigne Enterprise Rent-A-Car Canada Company et ses filiales faisant affaire sous les marques Alamo Rent A Car, Enterprise Rent-A-Car et National Car Rental.

**Hôpital** désigne un établissement qui : (1) est exploité conformément à la loi pour soigner et traiter les personnes blessées ou malades; (2) dispose d'installations organisées pour le diagnostic et la chirurgie dans ses locaux ou dans des installations à sa disposition en vertu d'arrangements; (3) offre des services infirmiers prodigués en tout temps par des infirmiers autorisés (IA) en service ou de garde; et qui (4) est sous la supervision continue d'un ou de plusieurs médecins. Ne sont pas considérés comme des hôpitaux : (a) les unités de soins infirmiers, de convalescence ou de gériatrie d'un **hôpital** lorsqu'un patient est hospitalisé principalement pour recevoir des soins infirmiers; (b) les établissements qui sont principalement des maisons de repos, des maisons de soins infirmiers, des maisons de convalescence ou des foyers pour personnes âgées; et (c) les établissements de traitement de l'alcoolisme ou de la toxicomanie.

**Lieu de résidence permanente** désigne la ville où l'assuré a établi sa résidence fixe et permanente.

**Locataire** désigne toute personne qui loue un véhicule de location auprès d'Enterprise et dont le nom figure en premier sur le contrat de location.

**Médecin** désigne un praticien autorisé, exerçant l'art de guérir, agissant dans le cadre de son permis d'exercice et qui n'est pas : (1) la personne assurée; ou (2) un membre de la famille immédiate de la personne assurée.

**Membre de la famille immédiate** désigne une personne qui a l'un des liens de parenté suivants avec l'assuré : conjoint(e), enfant (biologique, adopté ou sous tutelle légale), mère, père, frère ou sœur.

**Passager du véhicule de location** désigne toute personne qui n'est pas un locataire et qui voyage à bord du véhicule de location avec le locataire.

**Période d'assurance** désigne la période pendant laquelle le locataire a choisi d'acheter et a payé la couverture aux termes de l'attestation d'assurance, qui correspond ou est égale à la période du contrat de location, et pendant laquelle la police est en vigueur.

**Personne assurée** désigne un assuré : 1) pour lequel une prime a été payée à Enterprise par le locataire du véhicule; et 2) pendant qu'il est couvert par l'attestation d'assurance.

**Perte** lorsqu'utilisé en référence au terme :

- (a) **Vie**, désigne une blessure entraînant la mort;
- (b) **Quadriplégie**, désigne la paralysie complète et irréversible des membres supérieurs et inférieurs.
- (c) **Paraplégie**, désigne la paralysie complète et irréversible des deux membres inférieurs.
- (d) **Hémiplégie**, désigne la paralysie complète et irréversible des membres supérieurs et inférieurs d'un même côté du corps;
- (e) **Main ou pied**, désigne une blessure entraînant la mutilation complète du membre au niveau ou au-dessus de l'articulation du poignet ou de la cheville, mais sous l'articulation du coude ou du genou;
- (f) **Bras ou jambe**, désigne une blessure entraînant la mutilation complète du membre au niveau ou au-dessus de l'articulation du coude ou du genou;
- (g) **Pouce et index**, désigne une blessure entraînant la mutilation complète et permanente du pouce et de l'index de la même main;
- (h) **Vue complète d'un œil**, désigne la perte totale et irrémédiable de la vue d'un seul œil de telle sorte que l'acuité visuelle corrigée doit être de 20/200 ou moins dans cet œil;
- (i) **Vue complète des deux yeux**, désigne la perte totale et irrémédiable de la vue des deux yeux, de sorte que l'acuité visuelle corrigée doit être de 20/200 ou moins et que le champ de vision doit être inférieur à 20 degrés dans les deux yeux. Un médecin certifié en ophtalmologie doit confirmer cliniquement le diagnostic par écrit;
- (j) **Ouïe**, désigne le diagnostic de perte permanente de l'ouïe des deux oreilles, avec un seuil auditif de plus de 90 décibels dans chaque oreille. Un médecin certifié en oto-rhino-laryngologie doit confirmer le diagnostic par écrit; et
- (k) **Parole**, désigne la perte totale et irrémédiable de la capacité à émettre des sons intelligibles.

**Perte d'usage** désigne la perte totale et irrémédiable de la fonction d'un bras, d'une main, d'un pied ou d'une jambe, cette perte de fonction devant être continue pendant douze mois consécutifs et être ensuite jugée permanente sur la base de preuves satisfaisantes aux yeux de la compagnie.

**Police** désigne le contrat d'assurance entre le titulaire de la police et la compagnie.

**Transport** désigne le déplacement de la personne assurée pendant une évacuation d'urgence ou un rapatriement médical à l'aide d'un véhicule de transport terrestre, maritime ou aérien tel qu'une ambulance aérienne, une ambulance terrestre ou un véhicule automobile privé.



**Véhicule de location** désigne un véhicule à moteur conçu pour circuler sur la voie publique, loué auprès d'Enterprise et désigné dans un contrat de location.

## Section 2 : Date d'effet et date d'expiration

### 2.1 Date d'effet

La couverture de l'assuré aux termes de l'attestation d'assurance prendra effet, à condition que la prime exigée ait été payée à Enterprise par le locataire du véhicule, à la plus tardive des dates entre : (1) la date/heure indiquée sur le contrat de location; et (2) la date/heure à laquelle l'assuré prend possession du véhicule de location.

### 2.2 Date d'expiration

La couverture de l'assuré aux termes de l'attestation d'assurance prendra fin à la première des dates entre : (1) la date/heure à laquelle l'assuré rend le véhicule de location si elle est antérieure à la date et à l'heure de retour indiquées dans le contrat de location; et (2) la date et l'heure de retour indiquées dans le contrat de location.

L'expiration de la police n'affectera pas : (1) la couverture de l'assuré aux termes de l'attestation d'assurance si la date de début du contrat de location est antérieure à la date d'expiration de la police; ou (2) toute réclamation pour une perte couverte qui s'est produite pendant que la couverture de l'assuré était en vigueur aux termes de l'attestation d'assurance.

## Section 3 : Assurance individuelle contre les accidents

### 3.1 Décès ou mutilation par accident

Si une blessure subie par la personne assurée entraîne, dans les 365 jours suivant la date de l'accident, l'une des pertes énumérées ci-dessous, la compagnie versera le montant de la prestation indiqué ci-dessous dans le tableau des prestations. Si plusieurs pertes résultent d'un même accident, un seul montant, le plus élevé, sera versé.

Tableau des prestations	Montant de la prestation Locataire	Montant de la prestation Passagers du véhicule de location
Perte de vie	250 000 \$	125 000 \$
Perte des deux mains, des deux pieds ou de la vue complète des deux yeux; ou Perte d'une main et d'un pied; ou Perte d'une main et de la vue complète d'un œil ou d'un pied et de la vue complète d'un œil; ou Perte de la parole ou de l'ouïe; ou Perte d'un bras ou d'une jambe; ou Perte d'usage des deux mains ou des deux bras; ou Perte de la vue complète des deux yeux; ou Quadriplégie; ou Paraplégie; ou Hémiplégie	250 000 \$	125 000 \$
Perte d'une main, d'un pied ou de la vue complète d'un œil; ou Perte du pouce et de l'index d'une main; ou Perte d'usage d'un bras ou d'une jambe	187 500 \$	93 750 \$

## **Expositions aux éléments et disparitions**

La perte subie par une personne assurée résultant d'une exposition inévitable aux éléments à la suite d'un accident est couverte dans la limite des prestations prévues par l'attestation d'assurance.

Si le corps d'une personne assurée n'a pas été retrouvé dans l'année qui suit la disparition, le naufrage, l'atterrissage forcé, l'échouement ou la destruction d'un véhicule de transport dans lequel elle était un occupant, cette personne sera réputée avoir subi une perte de vie.

## **Montant de garantie par période d'assurance**

Le montant maximal des prestations payables à l'ensemble des assurés pour tout accident couvert est de 500 000 \$, et ce, quel que soit le nombre de personnes impliquées.

### **3.2 Réadaptation/rééducation professionnelle**

Si une personne assurée subit une blessure entraînant une perte (autre que la perte de Vie) pour laquelle la compagnie a versé une prestation indiquée dans le tableau des prestations aux termes de la section 3.1, la compagnie paiera les frais raisonnables et nécessaires réellement engagés pour la réadaptation/rééducation professionnelle de cette personne, jusqu'à concurrence de 20 000 \$ par personne assurée.

**Réadaptation/rééducation professionnelle**, tel qu'utilisé dans la présente garantie, désigne : les frais de traitement par un thérapeute autorisé, agréé ou certifié pour fournir un tel traitement; les frais de traitement par un éducateur spécialisé; ou les frais d'hospitalisation dans un établissement pour recevoir un tel traitement, afin de procéder à la réadaptation ou à la rééducation professionnelle de la personne assurée pour un travail dans toute profession rémunérée, y compris la profession habituelle de la personne assurée.

### **3.3 Rapatriement médical et rapatriement de la dépouille**

#### **Rapatriement médical**

Si, dans l'année qui suit la date de l'accident, le médecin traitant est d'avis qu'il est souhaitable d'un point de vue médical de transférer la personne assurée dans un hôpital qui se trouve plus près de son lieu de résidence permanente, la compagnie remboursera les frais raisonnables engagés pour ce transport, jusqu'à concurrence de 20 000 \$ pour le locataire et de 10 000 \$ par passager du véhicule de location.

#### **Rapatriement de la dépouille**

Si, des suites d'une blessure, une personne assurée subit une perte de vie alors qu'elle se trouve à l'extérieur d'un rayon de 150 kilomètres de son lieu de résidence permanente, la compagnie paiera les frais couverts raisonnablement engagés pour rapatrier son corps à son lieu de résidence permanente, sans toutefois dépasser 20 000 \$ pour le locataire et 10 000 \$ par passager du véhicule de location.

Les frais couverts sont ceux engagés pour : (1) l'embaumement ou la crémation; (2) les cercueils ou réceptacles les plus économiques et adéquats pour le transport de la dépouille; et (3) le transport de la dépouille par le véhicule de transport et l'itinéraire les plus directs et économiques possibles.

La compagnie doit prendre toutes les dispositions et autoriser tous les frais à l'avance pour que cette prestation soit payable. Elle se réserve le droit de déterminer la prestation payable, y compris toute réduction, s'il n'était pas raisonnablement possible de contacter la compagnie à l'avance.

### **3.4 Évacuation d'urgence**

La compagnie paiera, sous réserve des limites énoncées aux présentes, les frais d'évacuation d'urgence raisonnablement engagés si la personne assurée subit une blessure ou une maladie urgente qui justifie son évacuation d'urgence alors qu'elle se trouve à l'extérieur d'un rayon de 150 kilomètres de son lieu de résidence permanente, sans toutefois dépasser 50 000 \$ par assuré et par période d'assurance.

Le médecin qui ordonne l'évacuation d'urgence doit certifier que la gravité de la blessure ou de la maladie urgente de la personne assurée justifie son évacuation d'urgence. Toutes les dispositions de transport nécessaires à l'évacuation d'urgence doivent être prises par le véhicule de transport et l'itinéraire les plus directs et les plus économiques possibles.

La compagnie doit prendre toutes les dispositions et autoriser tous les frais à l'avance pour que les prestations d'évacuation d'urgence soient payables. Elle se réserve le droit de déterminer les prestations payables, y compris toute réduction, s'il n'était pas raisonnablement possible de contacter la compagnie à l'avance.

**Évacuation d'urgence**, tel qu'utilisé dans la présente garantie, désigne, si la gravité de la blessure ou de la maladie urgente de la personne assurée le justifie : (1) le transport immédiat de la personne assurée de l'endroit où elle subit la blessure ou la maladie urgente jusqu'à l'hôpital ou à l'établissement médical le plus proche où elle peut obtenir un traitement médical approprié; (2) le transport de la personne assurée jusqu'à son lieu de résidence permanente pour obtenir un traitement médical supplémentaire dans un hôpital ou un autre établissement médical, ou pour se rétablir après avoir subi une blessure ou une maladie urgente et avoir été traitée dans un hôpital ou un autre établissement médical local; ou (3) les deux cas décrits aux sous-alinéas (1) et (2) ci-dessus. Une évacuation d'urgence comprend également les traitements médicaux, les services médicaux et les fournitures médicales nécessairement reçus dans le cadre de ce transport.

**Frais d'évacuation d'urgence**, tel qu'utilisé dans la présente garantie, désigne les frais: (1) qui sont facturés pour un service d'évacuation d'urgence médicalement nécessaire; (2) qui ne dépassent pas le niveau habituel des frais pour un transport, un traitement, des services ou des fournitures similaires dans la localité où les frais sont engagés; et (3) excluant les montants qui n'auraient pas été engagés ou facturés en l'absence d'assurance.

**Maladie urgente**, tel qu'utilisé dans la présente garantie, désigne une maladie diagnostiquée par un médecin qui répond à tous les critères suivants : (1) il y a présence d'un symptôme grave ou aigu exigeant des soins immédiats et le fait de ne pas obtenir ces soins pourrait raisonnablement entraîner une détérioration grave de l'état de santé de l'assuré ou mettre sa vie en danger; (2) le symptôme grave ou aigu survient de façon soudaine et inattendue; et (3) le symptôme grave ou aigu survient pendant que l'attestation d'assurance est en vigueur et qu'elle couvre l'assuré qui souffre du symptôme.

**Service d'évacuation d'urgence médicalement nécessaire**, tel qu'utilisé dans la présente garantie, désigne tout(e) transport, traitement médical, service médical ou fourniture médicale qui : (1) constitue une partie essentielle d'une évacuation d'urgence en raison de la blessure ou de la maladie urgente pour laquelle il/elle est prescrit(e) ou effectué(e); (2) répond aux normes de pratique médicale généralement acceptées; et (3) soit est ordonné(e) par un médecin et effectué(e) sous ses soins, sa supervision ou son ordre, soit est exigé(e) par les règlements usuels du véhicule transportant l'assuré.

**L'exclusion 2 de la section 5.2 ne s'applique pas à cette garantie.**

### 3.5 Frais médicaux et dentaires en cas d'accident

Limitations de garantie	Montant maximal payable
Frais médicaux en cas d'accident : appareils orthopédiques et orthodontiques	500 \$

Frais médicaux en cas d'accident : thermothérapie, ajustements, manipulations, massages ou toute forme de physiothérapie en dehors d'un <b>hôpital</b>	500 \$
Frais dentaires en cas d'accident – maximum par dent	200 \$
Montant de garantie par période d'assurance pour les frais médicaux et dentaires combinés en cas d'accident	10 000 \$

### Frais médicaux en cas d'accident

La compagnie paiera les frais médicaux couverts raisonnables et habituels décrits ci-dessous, pour soigner une blessure subie par la personne assurée survenue à la suite d'un accident, à condition que les premiers frais soient engagés dans les 30 jours suivant la date de l'accident. Tous les frais, traitements, services et fournitures décrits ci-dessous doivent être : (1) médicalement nécessaires ; (2) engagés dans les 365 jours suivant la date de l'accident; et (3) recommandés, approuvés et engagés sous la direction du médecin traitant de la personne assurée. Le montant de la prestation ne pourra dépasser le montant maximal payable par assuré et par période d'assurance indiqué dans le tableau des limitations de garantie ci-dessus.

### Frais médicaux couverts :

1. les frais de chambre et de pension à l'hôpital, d'utilisation de la salle d'opération, de la salle d'urgence et d'une station de chirurgie ambulatoire;
2. les honoraires d'un médecin et les soins dispensés par une infirmière diplômée autorisée (IA), une infirmière auxiliaire autorisée ou une infirmière praticienne;
3. les frais médicaux, à l'intérieur ou à l'extérieur de l'hôpital pour : les anesthésies, y compris l'administration d'anesthésiques; le service d'ambulance (à destination et en provenance de l'hôpital); les membres et les yeux artificiels (à l'exclusion de leur réparation ou remplacement); la diathermie; les essais en laboratoire; les médicaments sur ordonnance; les appareils prothétiques; la radiothérapie; la physiothérapie; et les transfusions;
4. les radiographies, IRM, tomodensitométries et autres procédures d'examen similaires prescrites par un médecin;
5. les soins à domicile;
6. les appareils orthopédiques et orthodontiques; et
7. les thermothérapies, les ajustements, les manipulations, les massages ou toute forme de physiothérapie en dehors d'un hôpital.

La garantie des frais médicaux en cas d'accident s'applique de façon excédentaire à tout régime d'assurance-maladie fédéral ou provincial.

**Médicalement nécessaire**, tel qu'utilisé dans la présente garantie, désigne le fait qu'un service ou une fourniture est nécessaire et approprié pour le diagnostic ou le traitement de la blessure, selon la pratique médicale courante généralement acceptée.

**Professionnel des soins à domicile**, tel qu'utilisé dans la présente garantie, désigne un infirmier, un travailleur social, un aide à domicile, un physiothérapeute, un orthophoniste, un inhalothérapeute, un ergothérapeute, un spécialiste de la chimiothérapie, un spécialiste de l'entérostomie, un spécialiste de la nutrition parentérale totale ou tout autre professionnel que la compagnie considère objectivement comme fournissant des soins à domicile appropriés. Toutefois, pour que le fournisseur de soins soit considéré comme un professionnel de soins à domicile aux termes de l'attestation d'assurance, il : (a) doit être dûment autorisé ou certifié, conformément à toutes les lois et réglementations applicables, à fournir les soins que la personne assurée reçoit; et (b) ne doit pas être un membre de la famille immédiate de la personne assurée.

**Soins à domicile**, tel qu'utilisé dans la présente garantie, désigne les services de soins infirmiers et autres soins de santé à domicile fournis à une personne assurée à son lieu de résidence : (a) en raison d'une blessure; (b) par un professionnel des soins à domicile; (c) au lieu d'une hospitalisation dans un hôpital; et (d) conformément à une ordonnance écrite et à un plan de soins établi par le médecin traitant, lequel plan est revu et approuvé par le médecin traitant actuel au moins une fois par mois. Ce médecin doit certifier, pour tous les soins à domicile couverts par l'attestation d'assurance, qu'à son avis, l'hospitalisation dans un hôpital serait nécessaire en l'absence de ces soins à domicile.

### **Frais dentaires en cas d'accident**

La compagnie paiera les frais dentaires couverts raisonnables et habituels décrits ci-dessous, pour soigner une blessure subie par la personne assurée à la suite d'un accident, à condition que les premiers frais soient engagés dans les 30 jours suivant la date de l'accident. Tous les frais, traitements, services et fournitures décrits ci-dessous doivent être engagés dans les 365 jours suivant la date de l'accident. Le montant de la prestation ne pourra dépasser le maximum par dent, et le montant de garantie par période d'assurance pour les soins médicaux et dentaires combinés en cas d'accident indiqués dans le tableau ci-dessus.

#### **Frais dentaires couverts**

- le traitement, la réparation ou le remplacement des dents par un dentiste ou un chirurgien-dentiste qualifié; et
- les radiographies buccales prescrites par un dentiste ou un chirurgien-dentiste pour le contrôle des dents, des ponts ou des prothèses dentaires.

### **3.6 Hospitalisation**

Si, des suites d'une blessure, une personne assurée subit une perte (autre que la perte de Vie) pour laquelle la compagnie a versé une prestation indiquée dans le tableau des prestations de la section 3.1 et qu'à la suite de cette perte, la personne assurée est, conformément aux instructions d'un médecin, hospitalisée dans un hôpital pour plus de cinq nuits consécutives, la compagnie versera une prestation forfaitaire de 5 000 \$ par assuré et par période d'assurance.

## **Section 4 : Assurance des effets personnels**

Les prestations seront versées jusqu'au montant maximal indiqué ci-dessous, si les effets personnels d'une personne assurée qui sont sous la garde et le contrôle d'un assuré sont perdus, volés ou endommagés en cours de transport, ou pendant qu'ils se trouvent dans un hôtel ou un autre type de bâtiment (autre que la résidence personnelle de la personne assurée) ou dans le véhicule de location, au cours de la période d'assurance.

La compagnie ne paiera pas plus que le moindre des montants suivants aux termes de la présente assurance des effets personnels :

1. le coût de remplacement des effets personnels au moment de la perte, sans déduction pour l'amortissement;
2. le coût total de la réparation des effets personnels au moment de la perte; ou
3. 1 750 \$ par assuré.

Le montant maximum des prestations totales qui seront payables par période d'assurance pour l'ensemble des personnes assurées est de 8 750 \$, et ce, quel que soit le nombre de personnes impliquées.

## **Section 5 : Limitations et exclusions**

### **5.1 Limitations**

Si une personne assurée subit une ou plusieurs pertes à la suite d'un même accident pour lesquelles des montants sont payables aux termes de plus d'une des garanties suivantes prévues par l'attestation d'assurance, le montant maximal payable aux termes de l'ensemble de ces garanties combinées ne pourra dépasser le montant payable le plus élevé pour l'une de ces garanties : la garantie décès par accident et la garantie mutilation par accident.

## **5.2 Exclusions générales – applicables à la Section 3 – Assurance individuelle contre les accidents**

L'attestation d'assurance ne couvre pas les pertes ou les réclamations résultant en totalité ou en partie de l'un ou de plusieurs des éléments suivants :

1. toute blessure auto-infligée intentionnellement, le suicide ou toute tentative de suicide, que la personne commettant l'acte soit saine d'esprit ou non;
2. toute maladie ou infirmité physique, que la perte ou la réclamation résulte directement ou indirectement de la maladie ou de l'infirmité;
3. toute blessure causée par ou attribuable à la perpétration ou la tentative de perpétration d'un crime ou d'une agression par la personne assurée, ou la participation de la personne assurée à un acte de violence, à une désobéissance civile, à un désordre civil, à une émeute ou à une insurrection;
4. toute blessure subie pendant que la personne assurée se trouve à bord (y compris l'embarquement et le débarquement) d'un aéronef comme passager, pilote, membre d'équipage, instructeur de vol, examinateur ou élève-pilote;
5. toute participation à un sport d'équipe professionnel ou toute autre activité sportive professionnelle; ou
6. le fait d'être sous l'influence d'une substance intoxicante ou narcotique, sauf si elle est administrée sur les conseils d'un médecin.

## **5.3 Exclusions générales – applicables uniquement à la Section 4 – Assurance des effets personnels**

En raison de leur nature, certains articles sont exclus de la garantie. Les articles suivants ne sont pas couverts par l'attestation d'assurance en cas de perte ou de dommages :

1. argent et titres; monnaie; pièces de monnaie; titres de propriété; instruments négociables; cartes de débit et de crédit; dents artificielles et ponts dentaires; billets et documents; lentilles de contact et lunettes; prothèses; automobiles, équipements automobiles et leurs pièces; animaux; motocyclettes; bateaux et leurs remorques; véhicules de transport à moteur et autres véhicules de transport; denrées périssables; timbres; lingots; marchandises à vendre ou à exposer; antiquités et objets d'art; meubles de maison ou de bureau; certificats d'action d'une entreprise; postes bande publique, détecteurs de radar; fourrures, bijoux et montres; armes à feu et autres types d'armes.

De plus, l'attestation d'assurance n'accorde pas de garantie pour les pertes ou les dommages résultant en totalité ou en partie de l'un ou l'autre des éléments suivants :

1. l'usure, la détérioration graduelle, les mites, la vermine, le vice propre ou les dommages subis en raison d'un processus quelconque ou pendant que l'on y travaille;
2. le transport de contrebande ou le commerce illégal;
3. les pertes ou dommages dus à une disparition inexplicquée ou inexplicable, ou à un vol, à moins qu'ils ne soient signalés à la police ou à une autre autorité compétente;
4. tout(e) incident ou explosion nucléaire, à l'exception des pertes ou dommages consécutifs qui résultent directement d'un incendie, de la foudre ou d'une explosion de gaz naturel, de gaz de charbon ou de gaz manufacturé, ou d'une contamination par des matières radioactives; et
5. toute confiscation par ordre d'un gouvernement ou d'une autorité publique;
6. tout vol ou endommagement des effets personnels de l'assuré qui était anticipé ou prévu par l'assuré; et
7. un retard, une perte de marché, une perte indirecte ou consécutive de toute nature.

## **5.4 Exclusions générales – applicables à toutes les garanties**

L'attestation d'assurance ne couvre pas les pertes ou les réclamations résultant en totalité ou en partie de l'un ou de plusieurs des éléments suivants :

1. l'utilisation d'un véhicule de location lorsque cette utilisation est en violation des conditions du contrat de location;
2. la conduite du véhicule de location par tout conducteur non autorisé par le contrat de location;
3. toute responsabilité de l'assuré pour les dommages au véhicule de location; et
4. tout(e) guerre, invasion, acte de terrorisme, acte d'un ennemi étranger, hostilité, guerre civile, rébellion, révolution, insurrection ou pouvoir militaire.

Aucune garantie n'est accordée à l'égard de toute perte survenant après le détournement du véhicule loué. Le véhicule de location est réputé avoir été détourné lorsqu'il n'est pas rendu à Enterprise à la date et à l'heure de retour ou à la date de retour prolongée, comme indiqué dans le contrat de location.

## **Section 6 : Dispositions de Réclamations**

### **6.1 Avis de réclamation et preuve de perte**

L'assuré doit aviser la compagnie dès qu'il a connaissance d'une perte ou d'un événement susceptible d'entraîner une perte au titre de l'une des garanties d'assurance. L'avis doit comprendre : le nom de l'assuré, le nom du locataire et l'emplacement du bureau où le véhicule de location a été loué; l'heure, le lieu et les circonstances de l'accident; et les noms et adresses des témoins et des demandeurs potentiels. Un formulaire de réclamation sera ensuite envoyé à l'assuré. Celui-ci devra alors donner un avis de réclamation écrit (à l'aide d'un formulaire de réclamation ou d'un autre type de notification écrite) à la compagnie au plus tard 30 jours après la survenance ou le début de toute perte couverte par la police, ou dès que cela est raisonnablement possible, mais dans tous les cas, l'avis doit être donné au plus tard 90 jours après la date de la perte. Un avis écrit donné par ou au nom du réclamant ou du bénéficiaire à la compagnie avec des informations suffisantes pour identifier l'assuré, sera considéré comme un avis de réclamation. Les formulaires de réclamation appropriés, y compris une copie du contrat de location, ainsi qu'une preuve écrite de la perte, doivent être remis dès que cela est raisonnablement possible, mais dans tous les cas dans un délai d'un an à compter de la date de la perte. Un avis donné à Enterprise ne constitue pas un avis donné à la compagnie.

### **6.2 Paiement des réclamations**

Les prestations payables aux termes de la police seront versées à la réception d'une preuve écrite complète de la perte, telle que déterminée par la compagnie. Les prestations pour perte de vie seront versées à la personne ou aux personnes survivantes de la première des catégories suivantes de bénéficiaires préférentiels successifs qui survivent à l'assuré : le ou la conjoint(e); les enfants, incluant les enfants légalement adoptés; les parents; les frères et sœurs; ou la succession de l'assuré. Si deux personnes ou plus ont droit à des prestations en tant que bénéficiaires privilégiés, le partage se fera à parts égales. Toutes les autres prestations seront payables à l'assuré. La présente police contient une disposition supprimant ou restreignant le droit de l'assuré de désigner des personnes à qui ou au profit desquelles l'argent de l'assurance doit être versé.

### **6.3 Avis aux autorités**

Lorsque le sinistre est dû ou semble être dû à un vol, un cambriolage, un vol qualifié, un acte de malveillance ou une disparition des effets personnels, l'assuré doit en aviser immédiatement la police ou une autre autorité compétente.

### **6.4 Droit d'examen**

La compagnie a le droit de soumettre la personne assurée à un examen, et tout assuré qui présente une réclamation doit en donner l'occasion à la compagnie, à tout moment et aussi souvent que la compagnie peut raisonnablement

l'exiger pendant que la réclamation est en suspens. En cas de perte de vie d'un assuré, la compagnie peut exiger une autopsie sous réserve de toute loi de la province de résidence de l'assuré concernant les autopsies.

## **6.5 Subrogation**

Après le paiement d'une réclamation de l'assuré pour une perte ou un dommage, la compagnie sera subrogée jusqu'à concurrence du montant de ce paiement, à tous les droits et recours de l'assuré contre toute partie en ce qui concerne cette perte ou ce dommage, et aura le droit, à ses propres frais, d'intenter une poursuite au nom de l'assuré. L'assuré doit fournir à la compagnie toute l'assistance raisonnablement requise pour garantir ses droits et recours, y compris la signature de tous les documents nécessaires pour permettre à la compagnie d'intenter une poursuite au nom de l'assuré.

## **6.6 Diligence raisonnable**

L'assuré doit faire preuve de diligence et prendre toutes les mesures raisonnables pour éviter ou diminuer toute perte ou tout dommage aux biens protégés par la police.

## **6.7 Coopération**

Les assurés sont tenus : d'aider la compagnie à obtenir des témoins, des renseignements et des preuves concernant l'accident, et de coopérer avec la compagnie dans toute action en justice si la compagnie le demande; d'envoyer immédiatement à la compagnie tout ce qu'ils reçoivent par écrit concernant la perte, y compris les documents juridiques; de fournir à la compagnie les dossiers et les documents qu'elle demande et de lui permettre d'en faire des copies; et de fournir des déclarations, de se soumettre à des questions sous serment, et de les signer et de prêter serment.

## **6.8 Réclamation mensongère**

Si un assuré présente une réclamation en sachant qu'elle est fautive ou frauduleuse à quelque égard que ce soit, l'assuré n'aura plus droit à cette assurance, ni au paiement de toute réclamation aux termes de la police.

## **Section 7 : Dispositions Générales**

Les présentes dispositions générales s'appliquent à la police dans son intégralité. Vous trouverez dans les différentes sections des conditions et dispositions supplémentaires qui s'appliquent à chacune de ces sections.

### **7.1 La police**

La police entre le titulaire de la police et la compagnie se compose de la police, de l'attestation d'assurance et de toute modification écrite produite par la compagnie. La police peut être changée ou modifiée sans le consentement de tout assuré.

### **7.2 Renonciation**

La compagnie est réputée n'avoir renoncé à aucune condition de la police, que ce soit en totalité ou en partie, à moins que la renonciation ne soit clairement exprimée par écrit et signée par la compagnie. Toute renonciation expresse de la Compagnie à toute exigence de la police ne constituera pas une renonciation continue à ces exigences. Tout manquement de la Compagnie à insister sur le respect d'une disposition de la police ne fonctionnera pas comme une renonciation ou une modification de cette disposition.

### **7.3 Prescription**

Aucune action en justice ou en équité ne peut être intentée pour recouvrer des avantages en vertu de la police avant l'expiration de 60 jours après que la preuve écrite de la perte a été fournie conformément aux exigences de la police.



Toute action ou procédure intentée contre un assureur pour le recouvrement des sommes d'assurance payables aux termes de la police est absolument prescrite, à moins qu'elle ne soit intentée dans les limites du plus élevé des montants suivants :

1) le délai prévu dans la *Loi sur les assurances* (pour les poursuites ou procédures régies par les lois de l'Alberta et de la Colombie-Britannique), la *Loi sur les assurances* (pour les poursuites ou procédures régies par les lois du Manitoba), la *Loi de 2002 sur la prescription* (pour les poursuites ou procédures régies par les lois de l'Ontario), la *Loi sur la prescription* (pour les poursuites ou procédures régies par les lois de la Saskatchewan) ou toute autre loi applicable. Pour les poursuites ou procédures régies par les lois du Québec, la période prescriptive est énoncée dans le *Code civil du Québec*. ; ou

2) trois ans après la date à laquelle la preuve écrite de la perte doit être fournie.

#### **7.4 Étendue territoriale**

La présente police assure les pertes qui surviennent pendant la période d'assurance au Canada ou aux États-Unis, mais seulement si la perte découle d'un véhicule de location qui est loué au Canada. L'étendue territoriale ne comprend pas le Mexique.

#### **7.5 Intérêt des dépositaires**

L'assurance au titre du présent contrat ne profitera en aucune façon, directement ou indirectement, à un transporteur ou à un dépositaire.

#### **7.6 Cession**

Ni l'assurance fournie aux termes des présentes ni les prestations payables aux termes des présentes ne peuvent être cédées.

#### **7.7 Aucune participation aux bénéfices**

L'assuré n'a pas le droit de participer aux bénéfices ou aux excédents de la compagnie.

#### **7.8 Monnaie**

Toutes les sommes payables aux termes de la présente police sont payables en monnaie ayant cours légal au Canada, sauf indication contraire.

#### **7.9 Loi applicable**

La relation entre la compagnie et tout assuré est assujettie aux lois de la province ou du territoire canadien de résidence de l'assuré au moment où la garantie d'assurance aux termes des présentes prend effet.

#### **7.10 Conformité avec la loi applicable**

Toute disposition de la présente police qui est incompatible avec une loi fédérale, provinciale, territoriale ou toute autre loi applicable au lieu de résidence d'un assuré est modifiée par la présente de sorte à se conformer aux exigences minimales de cette loi.

La compagnie ne sera pas tenue d'accorder une couverture ou d'effectuer un paiement aux termes des présentes si cela constitue une violation d'une loi ou d'un règlement sur les sanctions qui exposerait la compagnie, sa société mère ou son entité détentrice du contrôle ultime à une pénalité aux termes d'une loi ou d'un règlement sur les sanctions.

La présente police ne couvre pas les pertes, les blessures, les dommages ou la responsabilité civile découlant directement ou indirectement d'un voyage prévu ou réel en Iran, en Syrie, au Soudan, en Corée du Nord ou dans la région de Crimée, ou passant par ces pays.

En signant ci-dessous, la présidente et chef de la direction de l'assureur accepte, au nom de l'assureur, l'ensemble des modalités et conditions de la présente police.



Présidente et chef de la direction  
La Compagnie d'assurance AIG du Canada



Contresigné par le représentant autorisé

La présente attestation d'assurance ne sera pas valide si elle n'est pas signée au moment de son émission par un représentant autorisé de l'assureur.

En dépit de toute autre disposition de la présente attestation d'assurance, celle-ci est assujettie aux dispositions légales de la *Loi sur les assurances* en ce qui a trait aux polices d'assurance contre les accidents et la maladie.

### **La Compagnie d'Assurance AIG du Canada – Principes de confidentialité**

Nous nous conformons aux Principes de protection des renseignements personnels de la Compagnie d'assurance AIG du Canada, et voulons que vous, les assurés et les réclamants (désignés par les termes « vous », « votre », « vos » ou « vôtre »), sachiez comment nous recueillons et traitons les renseignements personnels, et pourquoi nous le faisons. Nous nous efforçons de respecter et de maintenir votre vie privée. Cependant, la nature même de nos activités est telle que la collecte, l'utilisation et la communication de renseignements personnels sont essentielles aux produits et services que nous offrons.

Aux fins des principes de protection des renseignements personnels, le terme « renseignements personnels » désigne les renseignements sur une personne identifiable. Par exemple, le nom, la date de naissance, l'adresse, l'âge, l'état de santé et les renseignements financiers d'une personne constituent des renseignements personnels que nous pouvons recueillir, utiliser et, dans certaines circonstances, si nécessaire, divulguer, dans le cadre de la fourniture de services d'assurance et dans le cours normal de ses affaires. En demandant ou en achetant les produits et services d'AIG, vous consentez à ce que nous recueillions, utilisions et divulguions vos renseignements personnels à des fins d'assurance et de conduite d'activités commerciales, conformément aux principes de protection des renseignements personnels.

Vous pouvez consulter les principes de protection des renseignements personnels sur notre site au [www.aig.ca](http://www.aig.ca) ou demander un exemplaire en communiquant avec nous aux coordonnées suivantes :

Responsable de la protection des renseignements personnels  
La Compagnie d'assurance AIG du Canada  
120 Bremner Boulevard, bureau 2200  
Toronto (Ontario) M5J 0A8  
1-800-387-4481

Le but de cette fiche est de vous informer de vos droits.  
Elle ne dégage pas l'assureur ou le distributeur de leurs obligations envers vous.

## PARLONS ASSURANCE !

Nom du distributeur : Enterprise Rent-A-Car Canada Company

Nom de l'assureur : AIG Insurance Company of Canada

Nom du produit d'assurance : Couverture de l'assurance accident personnelle/des effets personnels – assurance individuelle de location de véhicule



### C'EST VOTRE CHOIX

**Vous n'êtes jamais obligé d'acheter une assurance :**

- qui est offert par votre distributeur ;
- d'une personne qui vous est assignée ; ou
- pour obtenir un meilleur taux d'intérêt ou tout autre avantage.

Même si vous êtes tenu d'être assuré, **vous n'êtes pas obligé** d'acheter l'assurance qui vous est offert. **Vous pouvez choisir** votre produit d'assurance et votre assureur.



### COMMENT CHOISIR

Pour choisir le produit d'assurance qui vous convient, nous vous recommandons de lire le résumé qui décrit le produit d'assurance et qui doit vous être fourni.



### RÉMUNÉRATION DU DISTRIBUTEUR

Une portion du montant que vous payez pour l'assurance sera versée au distributeur à titre de rémunération.

Le distributeur **doit** vous informer lorsque la rémunération dépasse 30 % de ce montant.



### LE DROIT D'ANNULER

La loi vous permet de résilier un contrat d'assurance, **sans frais**, dans les 10 jours suivant votre achat du produit d'assurance. Toutefois, l'assureur peut vous accorder un délai plus long. Après ce délai, des frais peuvent s'appliquer si vous annulez l'assurance. **Demandez** à votre distributeur quel délai est accordé pour annuler le produit d'assurance sans frais.

Si le prix de l'assurance est ajouté au montant du financement et que vous annulez l'assurance, vos mensualités de financement pourraient ne pas changer. Le remboursement pourrait être utilisé pour raccourcir la période de financement. Demandez à votre distributeur de vous fournir plus de détails à ce sujet.

**L'Autorité des marchés financiers peut vous fournir des informations impartiales et objectives.**

Visitez [www.lautorite.qc.ca](http://www.lautorite.qc.ca) ou appelez l'AMF à 1-877-525-0337.

# Sommaire du Produit

## ASSURANCE INDIVIDUELLE CONTRE LES ACCIDENTS ET ASSURANCE DES EFFETS PERSONNELS – ASSURANCE D’UN VÉHICULE DE LOCATION

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### Coordonnées de l'assureur

Nom :	<b>Compagnie d'assurance AIG du Canada</b>
Numéro de client AMF :	2000533077
Site web :	aig.ca
Adresse :	120, boulevard Bremner, bureau 220, Toronto, ON, M5J 0A8
Numéro de téléphone :	1-416-596-3000
Numéro de fax :	1-855-453-1063
Sans frais :	1-800-387-4481

### Coordonnées du gestionnaire des sinistres

Nom :	<b>Compagnie d'assurance AIG du Canada</b>
Adresse :	120, boulevard Bremner, bureau 220, Toronto, ON, M5J 0A8
Numéro de téléphone :	(416) 596-4005
Numéro de fax :	1-855-326-5546
Sans frais :	1-877-317-8060

### Coordonnées du distributeur

Nom :	<b>La Compagnie de Location d'Autos Entreprise</b>
Site web :	● La Compagnie de Location d'Autos Entreprise ● <a href="https://www.entreprise.ca/en/car-rental.html">https://www.entreprise.ca/en/car-rental.html</a>
Adresse :	● 5830 Cote-de-Liesse Bureau 200, Mont-Royal, Quebec H4T 1B1
Numéro de téléphone :	● (514) 735-3722
Numéro de fax :	● (514) 735-5506

## **INTRODUCTION**

Ce sommaire du produit a été conçu pour vous aider à comprendre les garanties et les indemnités offertes, ainsi que les limitations, les exclusions et les modalités de la police d'assurance individuelle contre les Accidents et de l'assurance des effets personnels (le « Produit »). Ce document a été créé pour vous aider, sans avoir recours à l'avis d'un conseiller autorisé en assurance, à déterminer si le Produit vous convient et correspond à vos besoins. Certains des termes utilisés dans ce sommaire du produit ont des significations spécifiques expliquées dans la police d'assurance. Veuillez vous référer à cette police pour obtenir des informations complètes sur la portée du Produit.

Vous pouvez consulter ce document et la police d'assurance à l'adresse suivante :

<https://www.aig.ca/fr/guides-de-distribution-qc>

Vous pouvez également obtenir une copie de la police d'assurance sur le site web du distributeur.

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## **PRODUIT OFFERT AU MOMENT DE LA LOCATION D'UN VÉHICULE**

Cette assurance vous est proposée au moment de la location du véhicule, en contrepartie du paiement d'un supplément journalier. La souscription de celle-ci n'est pas obligatoire lors de la location d'un véhicule.

Afin de bénéficier des avantages de la police d'assurance, vous devez y souscrire et payer à Entreprise la prime qui y est rattachée.

## **PUIS-JE ANNULER LE PRODUIT ET ÊTRE REMBOURSÉ ?**

Généralement, lorsque vous achetez un produit d'assurance à l'occasion de la conclusion d'un autre contrat, vous disposez de 10 jours à compter de la date d'achat pour revoir votre police, poser des questions en cas de doute et, si, au cours de ces 10 jours, vous concluez que l'assurance ne fournit pas la couverture que vous recherchez, vous pouvez demander le remboursement intégral de la prime payée.

Votre demande doit être présentée avant la prise de possession du véhicule de location.

## **PRODUITS SIMILAIRES**

Il existe d'autres types de produits sur le marché qui offrent une couverture similaire au Produit et que vous pouvez acheter par vous-même.

## **N'OUBLIEZ PAS :**

- Tous les montants indiqués dans ce sommaire du produit et dans la police d'assurance sont en dollars canadiens.
- Toutes les couvertures sont par personne (sauf si le contexte indique autrement).
- Vous devez toujours nous fournir des informations complètes et précises. Faire une fausse déclaration ou dissimuler certaines informations importantes, avant ou pendant votre Période d'assurance, peut vous faire perdre votre couverture.
- La plupart des déclarations de sinistre exigent que vous nous fournissiez des pièces justificatives et d'autres preuves. Conservez tous vos reçus, obtenez les confirmations écrites appropriées et communiquez avec nous en temps opportun. Pour plus de détails sur les types de pièces justificatives requises pour chaque type de déclaration de sinistre, veuillez vous référer à la police d'assurance.

## **CRITÈRES D'ADMISSIBILITÉ – QUI ET QUOI EST COUVERT :**

### **Qui est couvert par ce Produit?**

Pour être couvert par le Produit, vous devez être le locataire ou le passager d'un véhicule de location Entreprise. Le locataire du véhicule de location doit avoir souscrit à la police d'assurance et avoir payé la prime qui y est rattachée.

### **Quels sont les événements couverts?**

Le Produit vous assure contre les pertes qui surviennent à l'occasion d'un Accident ou de la perte ou du vol de vos effets personnels pendant la Période d'assurance, mais seulement si la perte découle de l'utilisation, au Canada ou aux États-Unis, d'un véhicule de location loué au Canada.

### **Pendant combien de temps êtes-vous couvert ?**

Vous êtes couvert par le Produit pendant la Période d'assurance.

Le terme Période d'assurance a une signification particulière dans le cadre de la police d'assurance. La « Période d'assurance » désigne la période pendant laquelle le locataire a choisi d'acheter et a payé la couverture aux termes de l'attestation d'assurance, qui correspond ou est égale à la période du contrat de location, et pendant laquelle la police est en vigueur.

Votre couverture prend effet une fois que la prime a été payée à Entreprise par le locataire du véhicule de location, à la plus tardive des dates entre (1) la date/heure indiquée sur le contrat de location; et (2) la date/heure à laquelle l'assuré prend possession du véhicule de location.

Votre couverture prend fin à la première des dates entre (1) la date/heure à laquelle l'assuré rend le véhicule de location, si cette date/heure est antérieure à celle indiquée sur le contrat de location; et (2) la date/heure de retour indiquée au contrat de location.

## **QUELLES SONT LES PRINCIPALES LIMITATIONS ET EXCLUSIONS DE CE PRODUIT ?**

Vous ne serez pas couvert pour certains sinistres ou incidents s'ils sont exclus de la couverture du Produit ou s'ils sont sujets à une limitation. Voici **quelques exemples** de limitations ou d'exclusions contenues dans le Produit. Veuillez vous référer à la police d'assurance pour consulter une liste complète des limitations et exclusions.

### **Limitations**

Le Produit prévoit entre autres que si vous subissez une ou plusieurs pertes à la suite d'un même Accident pour lesquelles des montants sont payables aux termes de plus d'une des garanties prévues par l'attestation d'assurance, le montant maximal payable aux termes de l'ensemble de ces garanties combinées ne pourra dépasser le montant payable le plus élevé pour l'une des garanties suivantes : la garantie décès par Accident et la garantie mutilation par Accident.

### **Exclusions générales – Applicables à toutes les garanties**

- Les pertes ou réclamations qui résultent de l'utilisation d'un véhicule de location lorsque cette utilisation est en violation des conditions du contrat de location.
- Les pertes ou réclamations qui résultent de la conduite du véhicule de location par tout conducteur non autorisé par le contrat de location.
- Les pertes ou réclamations qui résultent de toute responsabilité de l'assuré pour les dommages au véhicule de location.

### **Exclusions générales – Assurance individuelle contre les Accidents**

- Toute blessure auto-infligée intentionnellement, le suicide ou toute tentative de suicide, que la personne commettant l'acte soit saine d'esprit ou non;
- Toute maladie ou infirmité physique, que la perte ou la réclamation résulte directement ou indirectement de la maladie ou de l'infirmité.
- Toute blessure causée par ou attribuable à la perpétration ou la tentative de perpétration d'un crime ou d'une agression par la personne assurée, ou la participation de la personne assurée à un acte de violence, à une désobéissance civile, à un désordre civil, à une émeute ou à une insurrection.
- Toute déclaration de sinistre liée au fait d'être sous l'influence d'une substance intoxicante ou narcotique, sauf si elle est administrée sur les conseils d'un médecin.

### **Exclusions générales – Assurance des effets personnels**

- Les pertes ou les dommages à certains articles énumérés à la police d'assurance.
- Les pertes ou les dommages résultant en totalité ou en partie de l'un ou l'autre des éléments suivants : l'usure, la détérioration graduelle, les mites, la vermine, le vice propre ou les dommages subis en raison d'un processus quelconque ou pendant que l'on y travaille.
- Les pertes ou les dommages résultant du transport de contrebande ou du commerce illégal.

Pour une liste complète des limitations et exclusions, veuillez consulter la section « Limitations et exclusions » de la police d'assurance. Des limitations et exclusions spécifiques applicables à votre couverture sont également prévues sous les sections 3 à 4 de la police d'assurance.

Vous devez toujours agir de manière prudente et raisonnable, comme si vous n'étiez pas assuré. Sinon, votre couverture peut être limitée ou refusée.

## **QUELLES SONT LES GARANTIES OFFERTES PAR LE PRODUIT ?**

Ce Produit offre plusieurs types de couvertures. Nous en donnons **quelques exemples** ci-dessous. Pour plus de détails sur ce qui est couvert, veuillez vous référer aux sections « Assurance individuelle contre les accidents » et « Assurance des effets

personnels » de la police d'assurance. Veuillez consulter le « Tableau des prestations » de la police d'assurance pour obtenir des informations sur les montants maximums spécifiques couverts.

### **Décès ou mutilation par Accident**

Si vous subissez une blessure dans les 365 jours suivant la date de l'Accident et qu'elle entraîne une perte énumérée au « Tableau des prestations » contenu à la section 3.1 de la police d'assurance, la Compagnie d'assurance AIG du Canada (la « Compagnie ») paiera le montant de la prestation qui y est indiqué. Si plusieurs pertes résultent d'un même Accident, un seul montant, le plus élevé, sera versé.

Un Accident désigne un événement soudain, inattendu et imprévisible qui se produit pendant la Période d'assurance.

Le montant maximal des prestations payables à l'ensemble des assurés pour tout Accident couvert est de 500 000 \$, et ce, quel que soit le nombre de personnes impliquées.

### **Réadaptation et rééducation professionnelle**

Si vous subissez une blessure qui entraîne une perte (autre que la perte de vie) pour laquelle la Compagnie a versé une prestation suivant la section « Décès ou mutilation par accident », la Compagnie paiera les frais raisonnables et nécessaires qui sont engagés pour votre réadaptation ou votre rééducation professionnelle, jusqu'à concurrence d'une somme de 20 000 \$.

Veuillez consulter la section 3.2 de la police d'assurance pour plus de détails relatifs aux conditions et limitations de cette garantie.

### **Rapatriement médical ou rapatriement de la dépouille**

Le Produit comprend des garanties visant le transfert vers un hôpital qui se trouve plus près de votre résidence et le rapatriement de votre dépouille dans certaines circonstances prévues à la police d'assurance.

Veuillez consulter la section 3.3 de la police d'assurance pour plus de détails relatifs aux conditions et limitations de cette garantie.

La Compagnie doit prendre toutes les dispositions et autoriser tous les frais à l'avance pour que les prestations de rapatriement soient payables. Elle se réserve le droit de déterminer la prestation payable, y compris toute réduction, s'il n'était pas raisonnablement possible de contacter la Compagnie à l'avance.

### **Évacuation d'urgence**

Le Produit comprend une garantie visant le paiement des frais d'évacuation d'urgence raisonnablement engagés si vous subissez une blessure ou une maladie urgente qui justifie votre évacuation d'urgence alors que vous vous trouvez à l'extérieur d'un rayon de 150 kilomètres de votre lieu de résidence permanente dans certaines circonstances prévues à la police d'assurance.

Veuillez consulter la section 3.4 de la police d'assurance pour plus de détails relatifs aux conditions et limitations de cette garantie.

La Compagnie doit prendre toutes les dispositions et autoriser tous les frais à l'avance pour que les prestations d'évacuation d'urgence soient payables. Elle se réserve le droit de déterminer la prestation payable, y compris toute réduction, s'il n'était pas raisonnablement possible de contacter la Compagnie à l'avance.

### **Frais médicaux et dentaires en cas d'Accident**

#### **Frais médicaux en cas d'Accident**

Le Produit comprend une garantie visant le paiement des frais médicaux couverts pour soigner une blessure que vous subissez à la suite d'un Accident dans certaines circonstances prévues à la police d'assurance. Les frais médicaux couverts incluent, entre autres, les frais de chambre et de pension à l'hôpital, d'utilisation de la salle d'opération, de la salle d'urgence et d'une station de chirurgie ambulatoire, les honoraires d'un médecin et les soins dispensés par une infirmière et certains soins médicaux prévus à la police d'assurance.

Veuillez consulter la section 3.5 de la Police pour la liste complète des frais couverts ainsi que pour plus de détails relatifs aux conditions et limitations de cette garantie.

#### **Frais dentaires en cas d'Accident**

Le Produit comprend une garantie visant le paiement des frais dentaires couverts pour soigner une blessure que vous subissez à la suite d'un Accident dans certaines circonstances prévues à la police d'assurance.

Veuillez consulter la section 3.5 de la police d'assurance pour la liste des frais couverts ainsi que pour plus de détails relatifs aux conditions et limitations de cette garantie.

### **Hospitalisation**



Le Produit comprend une garantie en cas d'hospitalisation. Il y est prévu que si, des suites d'une blessure, vous subissez une perte (autre que la perte de Vie) pour laquelle la Compagnie a versé une prestation indiquée dans le « Tableau des prestations » de la section 3.1 de la police d'assurance et qu'à la suite de cette perte, conformément aux instructions d'un médecin, vous êtes hospitalisé dans un hôpital pour plus de cinq nuits consécutives, la Compagnie versera une prestation forfaitaire de 5 000 \$ par Période d'assurance.

### **Assurance des effets personnels**

Le Produit comprend une garantie pour la perte, le vol ou l'endommagement de vos effets personnels en cours de transport, ou pendant qu'ils se trouvent dans un hôtel ou un autre type de bâtiment (autre que votre résidence personnelle) ou dans le véhicule de location, au cours de la Période d'assurance, **sous réserve des conditions prévues à la police d'assurance.**

Veillez consulter la section 4 de la Police pour plus de détails relatifs aux conditions et limitations de cette garantie.

## **PROCÉDURE DE DÉCLARATION DE SINISTRE ET DE PAIEMENT DES PRESTATIONS**

### **Quand devez-vous aviser la Compagnie d'un sinistre?**

L'assuré doit aviser la Compagnie dès qu'il a connaissance d'une perte ou d'un événement susceptible d'entraîner une perte au titre de l'une des garanties d'assurance.

Un avis donné à Enterprise **ne constitue pas** un avis donné à la Compagnie.

### **Que doit contenir cet avis?**

L'avis doit comprendre : le nom de l'assuré, le nom du locataire et l'emplacement du bureau où le véhicule de location a été loué; l'heure, le lieu et les circonstances de l'Accident; et les noms et adresses des témoins et des demandeurs potentiels. Un formulaire de réclamation sera ensuite envoyé à l'assuré.

Lorsque le sinistre est dû ou semble être dû à un vol, un cambriolage, un vol qualifié, un acte de malveillance ou une disparition des effets personnels, l'assuré doit en aviser immédiatement la police ou une autre autorité compétente.

### **De quel délai bénéficiez-vous pour retourner le formulaire de réclamation?**

L'assuré devra donner un avis de réclamation écrit (à l'aide du formulaire de réclamation ou d'un autre type de notification écrite) à la Compagnie au plus tard 30 jours après la survenance ou le début de toute perte couverte par la police, ou dès que cela est raisonnablement possible, mais dans tous les cas, l'avis doit être donné au plus tard 90 jours après la date de la perte. Un avis écrit donné par ou au nom du réclamant ou du bénéficiaire à la Compagnie avec des informations suffisantes pour identifier l'assuré, sera considéré comme un avis de réclamation.

Les formulaires de réclamation appropriés, y compris une copie du contrat de location, ainsi qu'une preuve écrite de la perte, doivent être remis dès que cela est raisonnablement possible, mais dans tous les cas dans un délai d'un an à compter de la date de la perte.

### **De quel délai la Compagnie bénéficie-t-elle pour payer les sommes assurées?**

Les prestations payables aux termes de la police seront versées à la réception d'une preuve écrite complète de la perte, telle que déterminée par la Compagnie. La Compagnie est tenue de payer l'indemnité dans les 60 jours suivant la réception des renseignements pertinents et des pièces justificatives.

### **Que pouvez-vous faire dans l'éventualité où la Compagnie refuse de payer votre réclamation?**

S'il est établi que votre réclamation est refusée, vous recevrez un appel de la Compagnie vous expliquant pourquoi votre réclamation n'est pas payable. Vous aurez la possibilité de soumettre des documents supplémentaires à l'appui de votre réclamation. Nous examinerons alors les informations supplémentaires et vous communiquerons une décision finale.

Veillez vous référer à la section 6 de la police d'assurance afin de consulter l'ensemble des détails relatifs à la procédure de déclaration de sinistre et de paiement des prestations prévus à la police.

## **RÈGLEMENT DES PLAINTES**

Si vous n'êtes pas satisfait du Produit, veuillez consulter la Politique de règlement des plaintes à l'adresse

<https://www.aig.ca/fr/politique-de-reglement-de-plaintes>.

## **AVIS DE RÉOLUTION D'UN CONTRAT D'ASSURANCE**

### **AVIS DONNÉ PAR LE DISTRIBUTEUR**

Article 440 de la Loi sur la distribution de produits et services financiers ([chapitre D-9.2](#))

### **LA LOI SUR LA DISTRIBUTION DE PRODUITS ET SERVICES FINANCIERS VOUS DONNE DES DROITS IMPORTANTS.**

La Loi vous permet de mettre fin au contrat d'assurance, sans pénalité, dans les 10 jours suivant la date de la signature du contrat d'assurance. L'assureur peut toutefois vous accorder un délai plus long.

Pour mettre fin au contrat, vous devez donner à l'assureur, à l'intérieur de ce délai, un avis par poste recommandée ou par tout autre moyen vous permettant de recevoir un accusé de réception.

Malgré l'annulation du contrat d'assurance, le premier contrat conclu demeurera en vigueur. Attention, il est possible que vous perdiez des conditions avantageuses qui vous ont été consenties en raison de cette assurance; informez-vous auprès du distributeur ou consultez votre contrat.

Après l'expiration du délai applicable, vous avez la faculté d'annuler le contrat d'assurance en tout temps, mais des pénalités pourraient s'appliquer.

Pour de plus amples informations, communiquez avec l'Autorité des marchés financiers au 1-877-525-0337 ou visitez le <https://lautorite.qc.ca/>

### **AVIS DE RÉOLUTION D'UN CONTRAT D'ASSURANCE**

À : \_\_\_\_\_  
(nom de l'assureur)

\_\_\_\_\_  
(adresse de l'assureur)

Date: \_\_\_\_\_  
(date d'envoi de cet avis)

En vertu de l'article 441 de la Loi sur la distribution de produits et services financiers, j'annule le contrat d'assurance  
no: \_\_\_\_\_  
(numéro du contrat s'il est indiqué)

conclu le: \_\_\_\_\_  
(date de la signature du contrat)

à: \_\_\_\_\_  
(lieu de la signature du contrat)

\_\_\_\_\_  
(nom du client)

\_\_\_\_\_  
(signature du client)

**C. ADDITIONAL RENTAL TERMS AND CONDITIONS APPLICABLE ONLY TO RENTALS IN FRANCE, GERMANY, IRELAND, SPAIN AND UNITED KINGDOM**

## **(i) GENERAL RENTAL TERMS FOR FRANCE, GERMANY, IRELAND, SPAIN AND UNITED KINGDOM ("General Rental Terms")**

### **1. Renter's Contract with Owner**

(a) These Rental Terms and Conditions, the Summary, and the country-specific rental terms in (ii) below ("Country-Specific Terms") for rentals originating in France, Germany, Ireland, Spain or United Kingdom together constitute the "**Rental Contract**". The Rental Contract is entered between Renter (as named on the Rental Contract Summary or the digital tablet) and Owner (as defined in the Country-Specific Terms). Any reference to Rental Contract Summary in these Rental Terms and Conditions includes reference to the digital tablet.

(b) Owner and Renter are the only parties to the Rental Contract even though another entity or person may pay for all or some of the rental bill.

### **2. Rental Period**

(a) Renter has the right to use the rental vehicle ("**Vehicle**") until the return date indicated on the Summary ("**Rental Period**").

(b) Owner may agree to extend the Rental Period orally or in writing ("Extended Rental Period") but the overall Rental Period may never be more than 88 days. The Extended Rental Period may be subject to higher charges and/or to additional security deposit which will be disclosed to Renter prior to the extension of the Rental Period.

(c) Subject to the following conditions, Renter may choose to return the Vehicle before the end of the agreed Rental Period and thereby terminate this Rental Contract early (and the Rental Period will be reduced accordingly):

- (i) If Renter has prepaid the Rental Costs (as defined in section 5) to qualify for a "special offer" rate, Renter may not be entitled to any refund due to early voluntary termination; and
- (ii) If Renter has not prepaid the Rental Costs, early termination can have an impact on the daily rates and the other applicable charges if the originally agreed daily rates and applicable charges were conditioned upon the specifics of the original Rental Period. Owner recommends that Renter verify with Owner what impact an early termination has on the Rental Costs before returning the Vehicle early.

### **3. Use of the Vehicle**

(a) Eligibility: Renter must have a driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle.

(b) Authorised Drivers: Only the Renter is permitted to drive the Vehicle unless Owner expressly permits additional drivers who meet the eligibility requirements for Renters in section 3 (a) above ("Authorised Drivers"). Authorised Drivers under the age of 25 may be subject to restrictions and an additional fee. Any Authorised Drivers will be documented in the Summary. Where the words "surrogate driver" are added to the Additional Authorised Driver information on the Summary then the sole driver(s) for the duration of the Rental Period is/are the nominated surrogate driver(s). Any other named Renter is not authorised to drive the Vehicle.

(c) Prohibited Use of the Vehicle: The Vehicle must not be used:

- (i) by anyone other than Renter or an Authorised Driver;
- (ii) to smoke in. The use of e-cigarettes in Vehicle is also prohibited;
- (iii) in a way to affect the good condition of the Vehicle, including by smoking;
- (iv) for carriage of passengers for hire or reward;
- (v) for deliberately causing personal injury or property damage or for any illegal purpose;
- (vi) for racing, pacemaking, testing the Vehicle's reliability and speed, or teaching someone to drive;

- (vii) while the driver is under the influence of alcohol, narcotics or drugs;
- (viii) to go to countries or places other than the country of rental unless written authorization from Owner has been previously obtained;
- (ix) overloaded with more passengers than seatbelts, to transport children without the legally required car seats, or otherwise in breach of the legally prescribed safety precautions;
- (x) to propel or tow any other vehicle or wheeled equipment, unless the Vehicle is fitted with a tow bar and Renter has express permission from Owner;
- (xi) on unpaved roads, beaches, racetracks, and test courses;
- (xii) to transport easily flammable, toxic, or otherwise dangerous substances other than minimum amounts for household use;
- (xiii) in a careless or reckless manner;
- (xiv) to drive through or over water or over any objects that Renter knew or ought to have known rise above the ground clearance of the Vehicle;
- (xv) to drive under a barrier lower than the overhead clearance of the Vehicle;
- (xvi) in or on that part of any aerodrome, airfield, airport, or military installation designed for the take-off, landing, taxiing, or parking of aircraft and aerial devices, including any associated service roads, fuel supply areas, ground equipment parking areas, aprons, maintenance zones, and hangars;
- (xvii) to transport goods with a weight heavier than that authorised for the Vehicle, or to transport goods deficiently distributed or badly secured, or to carry goods that you do not own for a fee without Owner's written permission; or
- (xviii) in contravention of this Rental Contract or the applicable laws, safety rules and requirements of the countries where the Vehicle is used.

(d) Hand over of Vehicle: The Owner shall hand over the Vehicle to Renter in a good and roadworthy condition and equipped as required according to the safety regulations of the place of rental (e.g., first aid kit, spare wheel, and/or warning triangle, as required by applicable law). Renter is required to check the Vehicle's condition immediately after handover. If Renter notices any damage to the Vehicle or other discrepancies, Renter shall immediately inform the Owner.

#### **4. Renter's Main Obligations**

(a) Renter is required to

- (i) always lock the Vehicle and secure all of its parts when it is left unattended;
- (ii) not let anyone work on the Vehicle without Owner's express written permission. If Owner grants such permission, Owner will only give Renter a refund if Renter has a receipt for the work performed;
- (iii) check oil, AdBlue and water levels and tyre conditions and pressure at regular intervals during the Rental Period;
- (iv) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle. In particular, Renter must take into account any warning lights that may appear on the dashboard of the Vehicle;
- (v) bring the Vehicle back to the agreed return location specified in the Summary at the end of the Rental Period in the same condition as it was when it was handed over by Owner according to the condition description on the Summary except for any usual wear and tear. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. When returning the Vehicle to the return location during business hours, Renter will remain responsible for the Vehicle and its condition until the inspection is completed or for one (1) hour after its return, whichever is the shorter period. If Renter is permitted to return the Vehicle to the return location outside of business hours, Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff within 2 hours of the start of the next business day. If Renter chooses not to leave the Vehicle at an Owner branded location,

Renter remains responsible for the Vehicle and its condition until it is inspected by a member of Owner's staff;

- (vi) check that Renter has not left any personal belongings in the Vehicle before Renter returns the Vehicle;
  - (vii) pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lane, congestion charges, tolls or violations of the rules of the highway or traffic offence or contravention in any country, in all cases, to the extent permitted by law and not caused by Owner;
  - (viii) where the vehicle requires fuel, to use nothing other than the appropriate fuel as indicated in the Vehicle; and
  - (ix) not to unseal or tamper with the kilometre or mileage indicator.
- (b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:
- (i) Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in writing (email is sufficient) to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event;
  - (ii) Renter shall report any theft or loss (or where appropriate, any accident) to the police as soon as reasonably possible and confirm this promptly in writing (email is sufficient) to Owner;
  - (iii) Renter shall avoid admitting responsibility to anyone in relation to the accident unless required to do so by legal process;
  - (iv) Renter shall request the names and addresses of everyone involved, including witnesses, and provide them to Owner;
  - (v) Renter shall promptly forward to Owner any notices or other documents relating to any legal proceedings arising out of the accident, theft or loss;
  - (vi) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide assistance in any matters or legal proceedings including allowing proceedings to be brought by Owner in Renter's name and defending any proceedings brought against Renter; and
  - (vii) Renter shall return the original keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started to Owner either directly to Owner's staff or in Owner's secured box at an Owner branded location.

## **5. Rental Costs and other Charges; Additional Services**

(a) Renter shall pay the daily rates as well as any other charges applicable to the rental of a Vehicle as stated in the Summary or, if not stated on the Summary, the publicly available rates at the time of rental ("**Rental Costs**"). If the Summary indicates "day = period of 24 hours", a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 29 minutes will be allowed if the 24-hour period is exceeded.

(b) Rental Costs also include charges for mileage exceeding the included mileage, charges for additional services or protection products, such as Damage Waiver, Road Assistance Protection, Additional Insurance Coverage as applicable to the specific rental of a Vehicle and as stated on the Summary. If the Summary indicates "day = calendar day", one day is a complete or partial calendar day from the start of the Rental Period.

(c) Owner may require a security deposit, as stated in the Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection with the Rental Contract. Owner will collect this and any other amounts due under this Rental Contract from any credit card or debit card presented before or during the rental, which will be retained for this

purpose unless otherwise agreed between the Parties. Owner will not pay any interest on the security deposit and Owner is under no obligation to hold the security deposit in any account separate from its own assets. Subject to the conditions set out in section 7 and 9, Owner will refund the security deposit and any additional monies taken to the extent that this amount has not been needed to satisfy Owner's claims under this Rental Contract within a period of 75 days from the date of the return of the Vehicle, or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period.

(d) Renter shall pay to Owner on demand:

- (i) any additional charges as notified to the Renter;
- (ii) any amounts not paid by Renter in accordance with section 4(a)(vii);
- (iii) an administration fee of €25 for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;
- (iv) if the Vehicle is: (1) returned to an Owner branded location other than the one indicated in the Summary, the publicly available one-way fee at the time of return; or (2) if the Vehicle is returned to a non-Owner branded location not indicated on the Summary, Owner's actual costs of recovery incurred by Owner and Owner's resulting loss of revenue at the daily rate indicated on the Summary; unless otherwise agreed between Renter and Owner;
- (v) a cleaning fee if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling, to compensate Owner for their actual costs of cleaning;
- (vi) where the vehicle requires fuel, a re-fuelling service fee if Renter did not select to purchase an optional fuel product at the start of the Rental Period and did not return the Vehicle to Owner with the same level of fuel as at the start of the Rental Period (such level as indicated on the Summary) calculated as the difference between the fuel level recorded on your Rental Contract and that recorded upon the return of the Vehicle (in litres) multiplied by the fuel price displayed at the rental location plus an additional charge of up to €25. No unused or excess fuel will be refunded; and
- (vii) where the vehicle is an electric vehicle and is returned with less charge than was provided at the start of the Rental Period (such level as indicated on the Summary), a re-charging price disclosed at the start of the Rental Period.

(e) An acceptable payment method is credit card.

(f) For other rental charges see Summary.

## 6. Data Protection Notice

(a) Owner, as data controller, collects personal data about the Renter and any Authorised Driver in connection with the Rental Agreement or any related agreement or service and uses it as described below and in accordance with the Privacy Policy available at <https://privacy.ehi.com>.

In addition to Owner's Privacy Policy, Owner, its subsidiaries or Enterprise Holdings, Inc. may:

- (i) For the legal basis under GDPR (or equivalent legislation as implemented in local law):
  - a. On the basis of contractual necessity:
    - i. Process personal data (including where applicable Vehicle Data) to fulfil both Owner's and Renter's obligations under the Rental Agreement; and to manage: the rental, the commercial relationship and Owner's loyalty program, with the Renter.
    - ii. To communicate important information regarding your rental. These communications are transactional in nature and will be sent to you via email, text or calls.
  - b. On the basis of the Owner's legitimate business interests, where such interests are not overridden by Renter and Authorised Driver's rights:

- i. To assist us in providing better products and services: for example, to evaluate the performance of our staff, to assess the quality of products and services received and to help us improve our websites, facilities and services.
  - ii. Store information indicating that the Renter or Authorised Driver could be a risk for future rentals, such as recording information about traffic or criminal offences or abusive behavior towards Owner's staff. This may mean that future rental requests may not proceed.
  - iii. To locate our Vehicle when it is reported as lost or stolen.
- c. Use and share your information with third parties to prevent fraud and protect our business interests and rights, privacy, safety and property, or that of individuals and the public. We will do this to respond to law enforcement requests, collect unpaid bills, to avoid liability for penalties you incur (e.g. traffic citations) and for claims processing purposes;
- i. For fraud prevention purposes, to verify identity and authenticate identity-related documentation as well as additional points of contact for rental related communications through personal references.
  - ii. Compile statistics and analysis about Renter's and Authorised Driver's use of Owner's products and services.
- d. On the basis of Renter's consent:
- i. Send Renter marketing information in situations where consent is required.
- e. To establish, exercise or defend legal claims:
- i. Provide details of any accidents in which Renter or any Authorised Drivers are involved to relevant insurance databases.

(ii) For the legal basis under the ePrivacy Directive:

Link Vehicle Data with Renter information with consent where required, to fulfil both Owner's and Renter's obligations under the Rental Agreement save for in instances where Owner's Vehicle is reported as lost or stolen where no consent will be required.

To withdraw your consent at any time please contact your local branch to re-issue your rental ticket with your revised consent preferences.

(b) The Vehicle may be equipped with emergency notification functionalities ("eCall System"), which is provided by the manufacturer of Renter Vehicle ("OEM") to ensure appropriate assistance is provided in the case of an emergency.

The Vehicle may also be equipped with technology that collects and transmits data, including information collected from event data recorders, global positioning devices, or any other similar technology, which may be controlled by the "OEM" or Owner ("Telematics Systems"). When installed and where permissible, the Telematics Systems will enable Owner to collect and use information on the basis of Owner's legitimate interest, performance of the Rental Contract or where required with your consent, including but not limited to: (1) location information; (2) collision information; and (3) vehicle operation information, such as operational condition, mileage, tire pressure, fuel status, and other diagnostic and performance information. This information may be combined with information Renter has provided Owner and used to fulfil both Owner's and Renter's obligations under the Rental Contract. Owner's use of the information may also include storage of this information after the expiration of the Rental Contract. If a Vehicle has been reported as potentially or actually lost or stolen, Owner may access Vehicle location data or request access to it from the relevant OEM or system. Renter not consenting to the collection of data from Telematics Systems from the Vehicle does not prohibit Owner from obtaining and using data collected from Vehicle in the event the Vehicle is reported lost or stolen. Please refer to our Privacy Policy (available at <https://privacy.ehi.com>) for a complete description of our privacy practices, who we share information with (including the OEM which manufactures your Rental Vehicle) and a list of OEM's we currently use.

Where the hire is fulfilled by a Car Club/Car Share Vehicle the Owner uses these capabilities enabled by these telematics systems to (i) issue commands to the Vehicle, such as unlocking and locking the Vehicle, for the purpose of facilitating your trip, (ii) gather information regarding the beginning and end of your trip for billing

purposes, (iii) track location information and/or immobilize the Vehicle in the event of an overdue, lost, or stolen Vehicle and (iv) monitor location information should we be directly alerted by you with regards to issues with the Vehicle.

If Renter or any occupant pairs a mobile device with the Vehicle's navigation or infotainment systems, personal information may be transferred to and stored on these systems. You should note, this personal information is shared by you directly with the OEM. OEMs' contact details and information about their data protection practices and terms can be found on their respective websites.

Owner cannot guarantee the privacy or confidentiality of such information and it is Renter's responsibility to delete all personal information from these systems before returning Vehicle to avoid subsequent occupants or users of Vehicle accessing this information.

If Renter downloads a mobile application made available by the OEM and Renter registers the Vehicle in that application, Renter's use of the application may result in the sharing of personal data, vehicle information, location information and driving characteristics with the vehicle manufacturer. Renter's use of these applications is strictly governed by the OEM's terms and conditions and privacy policy and Owner is not in any way responsible for, and Renter releases Owner from, any claim or cause of action which may arise from Renter's use of these applications. Prior to returning the Vehicle, it is Renter's responsibility to either remove the application or delete the Vehicle from the application.

(c) Owner may disclose personal data to: (i) its subsidiaries (see Owner's Privacy Policy for details) or Enterprise Holdings, Inc. for the purposes listed above, (ii) to law enforcement; (iii) to meet legal compliance requirements such as anti-money laundering laws; (iv) any necessary third party which assists the Owner to execute its obligations under or enforcement of the Rental Contract; or (v) as part of a sale or merger of Owner's business assets or any related due diligence process.

(d) Personal data to the United States from the European Union, the United Kingdom and/or Switzerland, Enterprise Holdings, Inc. and its wholly owned subsidiaries is transferred in accordance with EU and UK approved Standard Contractual Clauses. For more information or if Renter has an unresolved privacy or data use concern that Owner has not addressed to Renter's satisfaction, see Owner's Privacy Policy for information on how to contact Owner's third-party dispute resolution provider.

(e) Owner retains personal data for commercially reasonable periods of time or in accordance with specific laws or policies.

(f) In some circumstances the Renter has the right to: **(i)** access and port their personal data; **(ii)** ask for their personal data to be rectified (where it is inaccurate or incomplete), or to have it erased where Owner no longer has a legitimate **reasons** to process it; **(iii)** ask for processing to be restricted; **(iv)** object to Owner's processing of their personal data; and (v) lodge a complaint with the applicable supervisory authority.

(g) If Renter has any queries in relation to this Notice, Renter can contact Owner by post at the address stated in Section 1 or through the Contact Us form located at [www.privacy.ehi.com](http://www.privacy.ehi.com).

(h) Additional information about Owner's processing of personal data may be provided as and when required and / or applicable.

## **7. Protection Products - See Country-Specific Terms**

Unless otherwise provided in the Country-Specific Terms, protection products are not insurance.

## **8. Termination of Rental Contract**

(a) The Rental Contract terminates with the lapse of the Rental Period or the Extended Rental Period, as applicable, or as otherwise stipulated in this section 8.

(b) Renter may return the Vehicle and terminate the Rental Contract early at any time during the Rental Period for any reason by returning the Vehicle and in accordance with the terms of section 2.

(c) Either party may terminate the Rental Contract with immediate effect if the other party commits a material breach of the Rental Contract or if security risks for Renter, Authorised Drivers or other third parties require an immediate return of the Vehicle. A violation of Renter's obligations in section 3, 4, and 5 is a material breach.



(d) Upon termination of the Rental Contract, if Renter fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and Renter is liable for any costs incurred in repossessing it in accordance with section 5(d).

(e) Termination of the Contract does not affect any rights or remedies provided by law which exist at the date of termination. Any parts of the Contract which by implication continue after such termination are not affected.

(f) Owner may notify the police if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.

## **9. Liability**

(a) Owner has the sole right and responsibility to repair the Vehicle, and the decision as to whether to repair the Vehicle, and the timing of such repair (and whether multiple incidents of damage caused by different renters will be repaired at the same time), is at Owner's sole discretion.

(b) Renter shall pay to Owner on demand in accordance with applicable law Owner's costs reasonably incurred when collecting payments due from Renter, including legal fees and court costs (if the court issues a judgment in Owner's favour).

(c) Renter's liability for damage to, loss or theft of, the Vehicle may be reduced by the purchase of a DW, EXP, RAP, or other protection products (as available) (see section 7).

(d) Renter is liable to Owner for Owner's damages relating to third party claims arising out of or in connection with the rental of the Vehicle during the Rental Period if (i) the Renter is (or through the acts of the Additional Authorised Driver is) in breach of the terms of this Rental Contract and (ii) to the extent Renter, or Additional Authorised Driver was at fault.

(e) Owner is not liable for business losses. Owner will have no liability to Renter for any indirect or unforeseeable loss or damage, including loss of profit, loss of business, business interruption or loss of opportunity.

(f) If any personal belongings are found in the Vehicle after its return, Owner shall notify Renter and ask Renter to pick them up. After 3 months, items will be disposed of.

## **10. Governing Law / Alternative Dispute Resolution**

(a) The Rental Contract is governed by the laws of the country in which the Owner is located and in which the rental originates.

(b) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Renter having to go to court. The online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>.

## **11. Miscellaneous**

(a) If at any time any part of the Rental Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same is deemed omitted from the Rental Contract and the validity and/or enforceability of the remaining provisions of the Rental Contract is not in any way affected or impaired as a result of that omission.

(b) A full copy of Owner's complaints procedure is available to Renter upon request from any of Owner's rental branches and from Owner's registered office provided in section 1.

(c) Owner shall send any written notices provided under this Rental Contract to the address Renter provided on the Summary. Renter shall send any written notices provided under this Rental Contract to the address specified in section 1.

## **(ii) SPECIFIC RENTAL TERMS FOR FRANCE, GERMANY, UNITED KINGDOM/ IRELAND AND SPAIN**

## **(1) SPECIFIC RENTAL TERMS FOR FRANCE**

### **1. Renter's Contract with Owner** (supplements section 1 "Renter's Contract with Owner" in the General Rental Terms)

by adding an additional sentence 3 to section 1(a)

"Any reference to Owner or Rental Agent means Enterprise Holdings France S.A.S., 37 Rue du Colonel Pierre Avia, 75015 Paris, France, listed in the Paris Trade and Companies Registry under number 318 771 995."

### **3. Use of the Vehicle** (amends section 3 "Use of the Vehicle" in the General Rental Terms)

by deleting section 3(c)(i)

by replacing section 3(c)(vi) with the following

"to travel abroad unless specific authorisation from Owner has been previously obtained;"

### **4. Renter's Main Obligations** (supplements section 4 "Renter's Main Obligations" in the General Rental Terms)

by replacing section 4(b)(iv) with the following

"any driver shall request, using the European Accident Statement ('Constat Européen d'Accident') form provided in the Vehicle, the names and addresses of everyone involved, including witnesses, and provide them to Owner no later than 5 business days from the moment Renter becomes aware of the event;"

by adding a new section 4(b)(viii)

"if Renter has elected to use their own insurance on the Summary Renter must notify their insurers and confirm to Owner that such notice has been given as soon as possible."

### **5. Rental Costs and other Charges** (supplements section 5 "Rental Costs and other Charges" in the General Rental Terms)

by replacing section 5(b) with the following

"Rental Costs also include charges for mileage exceeding the included mileage, charges for additional services or protection products, such as Damage Waiver, Excess Protection, Roadside Assistance Protection, and Personal Accident Insurance/Personal Effects Coverage as applicable to the specific rental of a Vehicle and as stated on the Summary. If the Summary indicates "day = calendar day", one day is a complete or partial calendar day from the start of the Rental Period."

by replacing sections 5(d)(iii)-(v) with the following

"(iii) an administration fee of either €24.99 or €35 (lower fee will be charged where Owner has to transfer details of Renter to the issuing authority) for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;"

(iv) (1) if the Vehicle is returned to an Owner branded location other than the one indicated in the Rental Agreement Summary, a fee of up to €500 for cars and up to €1000 for vans; and (2) if the Vehicle is returned to a non-Owner branded location a fee of up to €1000 for cars and up to €2000 for vans;

(v) a lump-sum cleaning fee according to Owner's price display current at the time of rental, available from Owner if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling;"

by adding a new section 5(d)(viii)

“any amount incurred by Owner as a result of the use by the Renter of the roadside assistance hotline where Renter has not selected RAP (as defined in section 7 below) on the Summary.”

by replacing section 5(f) with the following

“Renter shall pay the following other charges, to the extent applicable to the Renter:

By application of Article L 441-10 of the Commercial Code, if Renter is a professional, default of any payment term will incur for delay as well as a lump-sum indemnity of €40 to cover collection costs. Penalties for late payment will be three-and-a-half times the legal interest rate in effect and is due from the day following the date when such payment was due.”

## **7. Protection Products** (supplements section 7 "Protection Products" in the General Rental Terms)

**(a) Damage Waiver (DW):** If Renter selects DW on the Summary, Owner will not hold Renter liable for damage to, loss or theft of the Vehicle, including any towing, storage and impound fees incurred by Owner as a result of the damage to and loss or theft of the Vehicle. However, Renter will instead have to pay the excesses indicated on the Summary every time the Vehicle is damaged, stolen or lost. If no excesses are indicated on the Summary, Renter is responsible for the first €3,000 every time the Vehicle is damaged, stolen or lost. An excess will be charged for each damage if they have no link between them. If liability for the accident lies with a third party and Renter provides a signed ‘constat’ (police report) and a full reimbursement is paid to Owner by the insurance company of the third party, Owner will reimburse any excess paid by Renter. Renter agrees to cooperate and assist Owner and Owner's insurers with any inquests concerning any recourse against a third party. Renter's responsibility can be reduced with the acceptance of Excess Protection (see below). Renter agrees that DW does not exempt Renter any costs arising from theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage to, tyres, lost, stolen or broken keys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or damages caused by (i) the use of incorrect fuel; (ii) any breach of section 3, 4 or 5 of the Rental Contract (unless such breach is excused under applicable law) (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys; or (v) damage is caused to the roof or the underside of the Vehicle.

**(b) Excess Protection (EXP):** If Renter selects EXP and has selected DW on the Summary, Owner will reduce Renter's responsibility for any loss caused by damage to, or theft of or loss of the Vehicle to the excess indicated on the Summary, or, if no damage/theft excess is indicated, the first €300 every time the Vehicle is damaged, stolen or lost. Renter agrees that EXP does not exempt Renter from liability caused by; or any costs arising from theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage to tyres, lost stolen or broken keys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or damage caused by: (i) the use of incorrect fuel (ii) any breach of section 3, 4 or 5 of the Rental Contract. (unless such breach is excused under applicable law) or (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys; or (v) damage is caused to the roof or the underside of the Vehicle.

**(c) Roadside Assistance Protection (RAP):** If Renter selects the RAP protection on the Summary, Owner waives Renter's responsibility concerning: (a) all costs of recovery and travel invoiced by Owner's selected road assistance service providers in relation to a breakdown of Owner's Vehicle caused by the driver or Renter; (b) replacement of lost stolen, or broken keys; and (c) costs of repair and replacement of

the tyres (excluding rims) except when they form part of a wider damage to the vehicle. The protection does not apply if Renter breaches his obligations in this Rental Contract.

**(d) Personal Accident Insurance / Personal Effects Coverage (PAI/PEC):** If Renter selects PAI/PEC on the Summary, Renter enjoys Personal Accident Insurance / Personal Effects Coverage. PAI/PEC provides Renter and Renter's passengers with accidental death benefits, injury expense benefits and insures Renter and Renter's passenger's personal effects during travel. This is a summary only and policy documents are available to Renter. The PAI/PEC cannot extend beyond the first 44 days of the Rental Period or for a period where the total charges to Renter do not exceed €200, whichever is shorter, and is conditional on Renter's compliance with section 3, 4 and 5 of this Rental Contract (unless non-compliance is excused under applicable law). The coverage provided by PAI/PEC may duplicate Renter's existing coverage or that offered by other suppliers. Renter may wish to determine whether their personal coverage is adequate.

**(e) Third Party Liability:** Third party liability protection is included in the daily rate unless agreed otherwise. Where included and Renter and any Authorised Driver(s) are in compliance with the terms of the Renter Contract, Renter and/or Authorised Driver(s) are covered by Owner's insurance policy for damage caused to third parties subject to the terms, conditions, limitations, exceptions and exclusions of Owner's insurance policy. This includes third-party claims for death, bodily harm, and property damage by third parties in accordance with regulations in effect concerning mandatory automobile insurance in countries where the Vehicle is allowed to be used (see countries on the Summary). Renter shall fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim and Owner as the contracting party under this insurance policy or insurers will have the right to resolve any claim under the insurance policy as Owner or insurers decide necessary, without restricting Renter's rights to take legal actions or seek remedies under applicable law."

## **9. Liability** (amends section 9 "Liability" in the General Rental Terms)

by replacing sections 9(b) and 9(c) with the following

"(b) Renter's liability for damage to, loss or theft of, the Vehicle, or any costs incurred by Owner for roadside assistance in relation to a breakdown of Owner's Vehicle caused by the driver or Renter may be reduced by the purchase of a DW, EXP, RAP or other protection products (as available) (see section 7).

(c) In the event of damage to, loss or theft of, the Vehicle or of a part or accessory howsoever caused to the Vehicle, unless caused through Owner's own fault or by a natural event that is unpredictable and unavoidable ("Force Majeure"), Renter shall pay Owner on demand:

- (i) The value of the repair or replacement of the Vehicle, part or accessory (as applicable) calculated by either reference to our standard list for minor repairs available upon request which has been independently verified or by an independent expert assessment;
- (ii) Whatever the utilisation of the fleet, a sum for the loss of use that will be calculated as follows: (aa) if Owner deems the Vehicle to be repairable, the total of man-hours indicated in the repair estimate divided by 4, then multiplied by the day rate indicated on the Summary; (bb) if the Vehicle is lost and not recovered, or if Owner deems it to be salvage: 15 days at the day rate indicated on the Summary. For the purposes of (aa) and (bb) above, if no rate is shown on the Summary, the rate for the Vehicle will be deemed to be €60 per day capped at 30 days; provided that Owner is not compensated twice for the same loss.
- (iii) administrative costs of €50 when the repair estimate is less than €500; €100 when the repair is between €500 and €1,500; and €150 if the repair is greater than €1,500;
- (iv) a sum for reduction of value if the Vehicle is repairable, corresponding to 10% of the repair estimate if the damages exceeds €499.99;
- (v) In case the total estimated repair cost of the Vehicle is greater than the value of the Vehicle minus salvage value, an estimate of the retail value of the vehicle immediately prior to the accident, less salvage value;
- (vi) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value;

- (vii) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;
- (viii) Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle.

**10. Governing Law/Alternative Dispute Resolution** (amends section 10 "Governing Law/Alternative Dispute Resolution" in the General Rental Terms)

by adding the following additional sentences to section 10(b)

"Owner participates in alternative dispute resolution through Médiateur du conseil national des professions de l'automobile of 43 bis route de Vaugirard 92197 Meudon Cedex who can be contacted by mail: [contact@mediateur-cnpa.fr](mailto:contact@mediateur-cnpa.fr) or at the site: [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr)."

**11. Miscellaneous** (amends section 11 "Miscellaneous" in the General Rental Terms)

by replacing "Summary" with "Emerald Club profile" in section 11(c)

**(2) SPECIFIC RENTAL TERMS FOR GERMANY**

**1. Renter's Contract with Owner** (supplements section 1 "Renter's Contract with Owner" in the General Rental Terms)

by adding an additional sentence 3 to section 1(a)

"Any reference to Owner or Rental Agent means Enterprise Autovermietung Deutschland B.V. & Co. KG, Mergenthalerallee 42, 65760 Eschborn, Germany, registered at local court of Frankfurt am Main HRA 49141, telephone number: +49-6196-769860."

**2. Rental Period** (amends section 2 "Rental Period" in the General Rental Terms)

by deleting "but the overall Rental Period may never be more than 88 days" in section 2(b)

by adding the following as section 2(c)(iii)

"(iii) Renter's legal right to termination for cause remains unaffected."

**3. Use of the Vehicle** (amends section 3 "Use of the Vehicle" in the General Rental Terms)

by adding "to subrent or" to the beginning of section 3(c)(iv)

by replacing "written" with "specific" in section 3(c)(xvii)

**4. Renter's Main Obligations** (amends section 4 "Renter's Main Obligations" in the General Rental Terms)

by replacing section 4(a)(ii) with the following

"§ 536a(2) BGB (German Civil Code) remaining unaffected, not let anyone work on the Vehicle without Owner's express permission. If Owner grants such permission, Owner will reimburse Renter for potential costs solely after receipt of the respective invoices for the work performed;"

by replacing section 4(a)(iv) and 4(a)(v) with the following

“(iv) stop using the Vehicle as soon as possible and contact Owner as soon as Renter becomes aware of any fault with or malfunction of the Vehicle that affects its capability to be used safely. In particular, Renter must take into account any cockpit warning lights that may appear on the dashboard of the Vehicle;

(v) return the Vehicle to the agreed return location, during opening hours. A member of Owner's staff will inspect the Vehicle to check the condition of the Vehicle. If the condition of the Vehicle upon return prevents a thorough inspection it will be cleaned and then inspected for damage. If Owner has expressly permitted a return outside opening hours, the Vehicle key must be returned in a theft-proof manner by placing it in the usually provided drop-safe key deposit box or another device as named by Owner, and the Vehicle must be parked on the company premises or in another location named by Owner;”

by replacing section 4(a)(vii) with the following

“pay any administrative fines, fees, charges, costs, penalties, or other fines that are imposed, issued or incurred in connection with the Renter's usage of the Vehicle during the Rental Period (including usage of the Vehicle by Authorised Drivers or other third parties who are permitted by Renter to use the Vehicle), such as fines or fees for illegal parking or speeding, non-compliance with bus lanes, congestion charges, tolls or violations of the rules of the highway, or for traffic offences or contraventions in any country, in all cases unless caused by Owner;”

by replacing section 4(b)(i)-(iii) and (vi) with the following

“(b) In case of an accident or if the Vehicle is lost or stolen, Renter is required to do the following:

- (i) Renter shall accurately report the accident, theft or loss to Owner as soon as possible by any means and confirm this promptly in text form to Owner no later than 1 business days in case of a theft and in all other cases 2 business days, from the moment Renter becomes aware of the event;
- (ii) Renter shall report any accident, theft or loss to the police immediately and confirm this promptly in text form to Owner;
- (iii) Renter shall avoid admitting responsibility to anyone in relation to the accident;
- (iv) Renter shall cooperate with Owner and Owner's insurers including responding to requests for full and true information and provide reasonable assistance in any matters or legal proceedings; and

”

## **5. Rental Costs and other Charges** (amends section 5 "Rental Costs and other Charges" in the General Rental Terms)

by replacing sections 5(a)-5(d) with the following

“(a) Renter shall pay upon commencement of the Rental Period the daily rates as well as any other charges applicable to the rental of a Vehicle as stated on the Summary, or, if not stated on the Summary, the publicly available rates at the time of rental ("**Rental Costs**"). If the Summary indicates “day = period of 24 hours”, a day is a complete or partial period of 24 consecutive hours from the start of the Rental Period. On return, a grace period of 29 minutes will be allowed if the 24-hour period is exceeded.

(b) Rental Costs also include charges for mileage exceeding the included mileage, young drivers, additional services or protection products, such as Damage Waiver, Road Assistance Protection, Additional Insurance Coverage as applicable to the specific rental of a Vehicle and as stated in the Summary.

(c) Owner may require a security deposit, as stated in the Summary, at the commencement of the Rental Period which can be used as security for any future claims which Owner has against Renter in connection

with the Rental Contract. If the Vehicle is damaged, lost or stolen during the Rental Period, Owner is entitled to collect from Renter as an additional security:

(i) if damage waiver has been purchased, the excess amount shown on the Summary (or if no figure is shown the sum of up to €2,000.00); or

(ii) if no damage waiver has been purchased, the initial amount of up to €2,000.00. Owner is entitled to collect the additional security upon return of the Vehicle or, if the Vehicle is lost or stolen, as soon as Owner becomes aware of the incident from any credit card or debit card presented before or during rental. Owner will not collect any additional security if, and to the extent that, Renter obviously cannot be held liable or the amount of the additional security, together with any portion of the security deposit that has not been used to satisfy other claims, obviously exceeds Renter's liability. Owner is under no obligation to pay any interest on the security deposit or the additional security or to hold it in any account separate from its own assets. Owner will refund the security deposit and the additional security to the extent that they have not been needed to satisfy Owner's claims under this Rental Contract within a period of 75 days from the date of the return of the Vehicle or, if the Vehicle is lost or stolen, within a period of 75 days from the agreed end of the Rental Period.

(d) Renter shall pay to Owner:

(i) any additional charges as contained in this Rental Contract or agreed between the parties and indemnify Owner against any and all fines, warning fines, fees and other costs levied against Owner for traffic offences or other Vehicle-related offences and fees, including road tolls, committed by Renter or any other person Renter permitted to use the Vehicle in connection with the usage of the Vehicle;

(ii) the following fees or costs unless Renter is not responsible (Vertretenmüssen, § 276 BGB) for these and, in case of lump-sums, unless Renter proves that smaller or no damages were incurred or Owner proves that higher damages were incurred:

(aa) an administration fee (lump-sum) of up to €30.00 for processing any traffic offences or other Vehicle-related offences and fees, including road tolls, under section 5(d)(i);

(bb) if the Vehicle is: (1) returned to an Owner branded location other than the one indicated in the Summary, the publicly available one-way fee at the time of return; or (2) if the Vehicle is returned to a non-Owner branded location not indicated on the Summary, Owner's actual costs of recovery incurred by Owner and Owner's resulting loss of revenue at the daily rate indicated on the Summary; unless otherwise agreed between Renter and Owner;

(cc) a lump-sum cleaning fee according to Owner's standard list for minor repairs available at the time of signature of the Summary if Renter fails to return the Vehicle in good condition due to unusual wear and tear, including but not limited to smoking in the Vehicle or coarse soiling.

(iii) Where the vehicle requires fuel, a service fee calculated as the cost of the fuel in the tank of the Vehicle at the price (per litre) indicated on the Summary if Renter chooses "Fuel Prepaid" at the time of signature of the Summary. If Renter chooses "Fuelling upon Return", Renter shall pay to Owner a re-fuelling service fee calculated as the difference between the fuel level as at the time of handing over the Vehicle and that recorded upon the return of the Vehicle (in litres) multiplied by the fuel price indicated on the Summary; no fee applies if Renter re-fuels the Vehicle to at least the fuel level indicated on the Summary at the start of the Rental Period before the return. No unused or excess fuel will be refunded.

(iv) where the vehicle is an electric vehicle and is returned with less charge than was provided at the start of the Rental Period (such level as indicated on the Summary), a re-charging price disclosed at the start of the Rental Period.

”

by deleting section 5(f)

## 6. Data Protection Notice (amends section 6 "Data Protection Notice" in the General Rental Terms)

by adding the following as new sections 6(a)(i)b.iv. and 6(a)(i)b.v.

"iv. For loss prevention, maintain a record of individuals whose past interactions indicate they may present a non-payment or safety risk.

v. Use, share and receive information with other market participants for fraud prevention and security purposes."

## 7. Protection Products (supplements section 7 "Protection Products" in the General Rental Terms)

**"(a) Damage Waiver (DW):** If Renter has purchased DW, then Owner shall only hold Renter liable for accident damage, loss and theft up to the specified excess amount (or, if Renter selects DW and no figure is shown on the Summary up to the sum of €2,000.00) ("**Excess**") for each incident. Accident damage is defined as damage caused by a sudden event acting immediately from outside with mechanical force.

- (i) **Inapplicability of Damage Waiver.** DW does not apply to costs arising from theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage: (1) caused solely by braking manoeuvres or operational processes (including incorrect operation, incorrect fuelling, and slipping loads); (2) to optional accessories (including but not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter); and (3) that Renter caused intentionally. In cases of gross negligence, Owner may reduce DW according to the level of culpability.
- (ii) **Inapplicability of Damage Waiver in case of breach of a contractual duty.** DW does also not apply if Renter intentionally has driven or permitted any other person to drive the Vehicle without a valid driver's license or if Renter intentionally has breached a duty under section 3(c)(ii), section 3(c)(iii) to (v), section (vii) to (xv), section 4(a)(i) to (v) or section 4(b) above. In cases of gross negligence, Owner may reduce DW according to the level of culpability; Renter has to prove that gross negligence does not apply. Notwithstanding the two preceding sentences, DW does apply to the extent that the violation of the aforementioned sections was neither the cause of the damage event nor affected the determination or the extent of the damage; Renter has to prove the absence of causality. Lack of causality cannot be claimed if Renter acted maliciously.
- (iii) **Collection of deposit in case of damage.** If the Vehicle is damaged, lost or stolen during the Rental Period and damage waiver has been purchased, Owner is entitled to collect from Renter as an additional security the Excess.

**(b) Roadside assistance protection (RAP):** If Renter selects RAP on the Summary, then Owner provides the following roadside assistance protection: 24-hour emergency service including provision of a replacement vehicle in case of lost vehicle key, shipping of the key, on-site assistance in case of tire breakdowns, towing service, forced unlocking of the Vehicle if the keys are locked inside, jump-start assistance, and refuelling service up to 5 litres. RAP is available in almost all European countries; the current list of countries is available at the rental branch at the time of rental.

**(c) Personal Accident Insurance (PAI) and/or Personal Effects Cover (PEC):** If Renter selects PAI/PEC on the Summary, Renter enjoys Personal Accident Insurance / Personal Effects Coverage. PAI/PEC provides Renter and Renter's passengers with accidental death benefits, injury expense benefits and insures Renter and Renter's passenger's personal effects during travel. This is a summary only and policy documents are available to Renter. PAI/PEC cannot extend beyond the first 44 days of the Rental Period or for a period where the total charges to Renter exceed €200.00, whichever is shorter, and is conditional on Renter's compliance with the terms of the policy that has been provided to the Renter at the time of signature of the Rental Summary Agreement. The coverage provided by PAI/PEC



may duplicate Renter's existing coverage or that offered by other suppliers. Renter may wish to determine whether Renter's personal coverage is adequate.

**(d) Third Party Liability:** The rental rate includes a vehicle third-party insurance policy compliant, at a minimum, with legal requirements in Germany. This does not cover any injuries to passengers, damage to the Vehicle itself, or damage to any items kept in or on the Vehicle."

## **8. Termination of Rental Contract** (supplements section 8 "Termination of Rental Contract" in the General Rental Terms)

by replacing sections 8(c-e) with the following

"(c) Nothing in the Rental Contract affects either Party's right to terminate the Rental Contract for cause.

(d) Upon termination of the Rental Contract and without prejudice to any other rights Owner may have, if Renter culpably fails to return the Vehicle to the agreed return location, Owner may repossess the Vehicle, and Renter is liable for any reasonable costs involved in repossessing it in addition to the abandonment fee in section 5(d)."

(e) Tacit extension of the Rental Contract by continuation of use as described by § 545 BGB (German Civil Code) is expressly excluded."

## **9. Liability** (replaces section 9 "Liability" in the General Rental Terms)

"(a) Renter's liability and limitation period:

- (i) Renter is liable for any damage culpably caused by him or by any other Authorised Drivers, especially for damage to the Vehicle, damage arising from loss of the Vehicle and from loss of its use. In the event of any culpable non-compliance with the Rental Contract, Renter is liable for all damage caused in accordance with the statutory liability regulations unless otherwise agreed in the Rental Contract. If Renter leaves the Vehicle with a non-Authorised driver, Renter is liable for any damage caused by this non-Authorised driver while using the Vehicle, unless the damage is not related to the fact that the Vehicle was left to a third party. Renter's liability may be reduced if Renter selected DW or other protection products (see above section 7).
- (ii) Renter and Owner agree on the following liquidated damages/labour compensation fees if Renter is liable for the damage and unless Renter proves that smaller or no damages were incurred or Owner proves that higher damages were incurred:
  - (aa) a flat-rate repair fee for minor damage to the Vehicle. The flat-rate repair fee is calculated by reference to Owner's standard list for minor repairs available at the time of signature of the Summary which has been independently verified.
  - (bb) administrative costs for processing any damages to the Vehicle of €50 per claim.
- (iii) If a Vehicle accident was recorded by the police, the limitation period for potential damage claims against the Renter shall begin when Owner had the opportunity to access the police file and shall end, at the latest, nine months after the return of the Vehicle. Owner will immediately seek to access the file and notify the Renter of the point in time access to the file was granted.

(b) Owner's liability: Owner only accepts liability for damage caused by gross negligence and intent and for breach of material contractual obligations whose fulfilment is essential for the due and proper performance of the Rental Contract and on whose fulfilment Renter may reasonably rely ("**material duty**"). In the event of a breach of a material duty by slight negligence, Owner's liability is limited to damage foreseeable at the time of the signature of the Summary and characteristic for the type of contract. Strict liability is excluded for any preexisting defect of the Vehicle at the time of the signature of the Summary. The aforesaid limitations of liability shall not apply in the event a defect has been maliciously concealed, to the liability under the German Product Liability Act (Produkthaftungsgesetz), and liability for culpably caused injuries of life, body or health. In addition, they shall not apply if and to the extent Owner has

assumed a specific guarantee. The same applies for the liability of Owner's employees, representatives, or agents."

#### **10. Governing Law/Alternative Dispute Resolution** (amends section 10 "Governing Law/Alternative Dispute Resolution" in the General Rental Terms)

by adding the following additional sentence to section 10(b)

"Owner does not and is not obliged to participate in the alternative dispute settlement process."

#### **11. Miscellaneous** (amends section 11 "Miscellaneous" in the General Rental Terms)

by deleting section 11(c)

### **(3) SPECIFIC RENTAL TERMS FOR THE UNITED KINGDOM AND IRELAND**

#### **1. Renter's Contract with Owner** (supplements section 1 "Renter's Contract with Owner" in the General Rental Terms)

by adding an additional sentence 3 to section 1(a))

"Any reference to Owner or Rental Agent means:

- for rentals originating in the UK: Enterprise Rent-A-Car UK Limited of Enterprise House, Vicarage Road, Egham, Surrey, TW20 9FB, United Kingdom; and
- for rentals originating in Ireland: ERAC Ireland Limited of Unit 4 Lyncon Court, IDA Business & Technology Park, Snugborough Road, Dublin 15, Ireland."

#### **3. Use of the Vehicle** (amends section 3 "Use of the Vehicle" in the General Rental Terms)

by replacing section 3(c)(viii) with a new section 3(c)(viii)

"(vi) to go to countries or places

- for rentals originating in the UK: outside the United Kingdom; and
- for rentals originating in Ireland: outside the Republic of Ireland or Northern Ireland

unless Owner gives Renter written permission."

#### **5. Rental Costs and other Charges** (supplements section 5 "Rental Costs and other Charges" in the General Rental Terms)

by replacing section 5(d)(iii) with the following

"an administration fee of up to £45 in the UK and up to €35 in Ireland for processing any fines or offences against the Vehicle, Owner, Renter, any Authorised Driver or any other person Renter permitted to use the Vehicle during the Rental Period, unless caused through Owner's own fault;"

by replacing section 5(d)(vi) with the following

"where the vehicle requires fuel, a re-fuelling service fee if Renter did not select to purchase an optional fuel product at the start of the Rental Period and did not return the Vehicle to Owner with the same level of fuel as at the start of the Rental Period (such level as indicated on the Summary) calculated as the difference between the fuel level recorded on your Rental Contract and that recorded upon the return of the Vehicle multiplied by the fuel price displayed at the rental location at the start of the Rental Period plus an additional charge of up to £/€15. No unused or excess fuel will be refunded."

by adding a new section 5(d)(viii)

"For rentals originating in Ireland, a fee for the use of a trailer baller up to €100."

**7. Protection Products** (supplements section 7 "Protection Products" in the General Rental Terms)

**(a) Damage Waiver (DW):** If Renter selects DW on the Summary, Owner will not hold Renter liable for damage to and loss or theft of the Vehicle, including any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to and loss or theft of the Vehicle. However, Renter will instead have to pay the excesses indicated on the Summary every time the Vehicle is damaged or stolen or lost. If no excesses are indicated on the Summary, Renter is responsible for rentals originating in the UK for the first £1,600 and for rentals originating in Ireland for the first €3,000 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection (see paragraph (b) below) and/or Roadside Assistance Protection (RAP) (see paragraph (c) below). Renter agrees that DW does not exempt Renter from liability for theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage caused by: the use of incorrect fuel; any breach of sections 3, 4 and 5 of this Rental Contract or if Renter failed to take all reasonable measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started.

**(b) Excess Protection (EXP):** If Renter selects EXP on the Summary and has accepted DW on the Summary, Owner will reduce Renter's responsibility for any loss caused by damage to, theft or loss of the Vehicle to the excess amount indicated on the Summary. If no excesses are indicated on the Summary, Renter is still responsible for rentals originating in the UK for the first £700 and for rentals originating in Ireland for the first €500 every time the Vehicle is damaged or stolen or lost. If Renter selects EXP and DW has not been selected, Renter remains responsible, for rentals originating in the UK, for all losses above £900, and for all rentals originating in Ireland, above €700 in all cases up to the full market value of the Vehicle every time the Vehicle is damaged or stolen or lost. Renter agrees that EXP does not exempt Renter from liability for theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage caused by: the use of incorrect fuel; any breach of section 3, 4 and 5 of this Rental Contract or if Renter failed to take all reasonable measures to secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started.

**(c) Roadside Assistance Protection (RAP):** If Renter selected RAP on the Summary, Owner will waive all of Renter's responsibility for the following: (i) tyre repair or tyre replacement costs including rims except when part of a larger repair to the Vehicle; (ii) replacement key costs; (iii) glass repair or glass replacement costs except when part of a larger repair to the Vehicle; and (iv) all recovery and call out charges imposed by Owner's chosen roadside assistance providers as a result of any fault occurring to Owner's Vehicle which is due to driver or Renter error. RAP does not exempt Renter from these charges for damage caused by the use of incorrect fuel; any breach of section 3, 4 and 5 of this Rental Contract or running out of fuel more than once.

**(d) No DW selected:** If Renter does not select DW, Renter must keep the Vehicle insured against damage to, loss or theft of the Vehicle up to the fair market value of the Vehicle. Renter must comply with the terms of Renter's insurance policy. If the Vehicle is damaged, lost or stolen and DW is not selected or does not apply, Renter must allow Owner to make a claim under any policy in Owner's name.

**(e) No EXP or RAP selected:** If Renter does not select EXP and/or Roadside Assistance Protection (RAP) or if those protections do not apply, Renter shall pay Owner on demand the appropriate excess as stated in Renter's insurance policy. If the insurance Renter has arranged does not pay Owner in full for any charges, Renter is still responsible for paying Owner all outstanding charges on demand. If Renter has paid Owner everything required under the Rental Contract and Owner later recovers all of Owner's losses from a third party, Owner will refund Renter any surplus.

**(f) Third Party Liability:** Unless the words “3RD PARTY COVER INCLUDED” appear on the Summary, if valid motor third party liability insurance is available on any basis to Renter, Authorised Driver(s) or any other driver, and such insurance satisfies the Road Traffic Act 1988 (as amended), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or the Road Traffic Acts 1961 to 2018 for rentals originating in Ireland or any other legislation currently in force in any jurisdiction in which the Vehicle is operated during the Rental Period, that insurance is primary and Owner's motor fleet insurance policy will not cover the use of the Vehicle by Renter, any Authorised Driver(s) or any other driver (as the case may be), unless otherwise agreed between Owner and Renter. Renter is required to report the claim to Renter's insurer and comply with the terms of any applicable insurance policy. Renter is required to disclose details of any such insurance to Owner or Owner's insurer upon Owner's request. If such insurance is available to Renter, but does not cover the relevant third party claim, Renter agrees that Owner or Owner's insurers may handle the third party claim on Owner's behalf through Owner's motor fleet insurance policy, and that Owner will have the right to resolve any claim under the insurance policy as Owner or insurers decide necessary, without restricting Renter's rights to take legal actions or seek remedies under applicable law. Renter agrees to fully cooperate with any claim that Owner or Owner's insurer may make against Renter's insurer in such circumstances. If the insurance available to Renter, Authorised Driver(s) or any other driver (as the case may be) does not pay any third party the damages they are entitled to as a result of Renter's, Authorised Driver(s)' or any other driver's failing to comply with the terms and conditions of that policy, Renter will have to repay on demand all costs reasonably incurred by Owner or Owner's insurers in settling and handling the claim.

However, if the words “3RD PARTY COVER INCLUDED” appear printed on the Summary, or if no valid third party liability insurance is available on any basis to Renter or any Authorised Driver(s) or if otherwise agreed between Owner and Renter, and provided Renter and any Authorised Driver(s) are in compliance with the Rental Contract, the use of the Vehicle by Renter and any Authorised Driver(s) will be covered, subject to all terms, conditions, limitations, exceptions and exclusions, under Owner's motor fleet insurance policy against claims from a third party alleging injury, death or damage to property, as required by the Road Traffic Act 1988 (as amended), Road Traffic (Northern Ireland) Order 1981 for rentals originating in the UK or by the Road Traffic Acts 1961 to 2018 (as supplemented and amended from time to time) for rentals originating in Ireland or any other legislation currently in force in any jurisdiction in which Renter operates the Vehicle with Owner's permission. The policy gives the insurer the sole right to settle any claim as they may decide is necessary. Renter agrees to fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim. If Owner or Owner's insurers are required to make any payment to a third party as a result of the use of the Vehicle which involved a breach by Renter or any Authorised Driver of any of the terms and conditions of the Rental Contract, Renter will have to pay on demand all sums reasonably paid by Owner's insurers in relation to the claim. This is in addition to any damages or other equitable relief which Owner may legally claim as a result of the breach. If Renter provides false information in relation to any third party claim, or if Owner or Owner's insurers suspect fraud, Owner may notify the relevant fraud prevention agencies and databases, and Renter may be prosecuted.”

**8. Termination of Rental Contract** (supplements section 8 "Termination of Rental Contract" in the General Rental Terms)

by replacing section 8(f) with the following

“(f) Owner may notify the police or, in Ireland, Gardaí Síochána if Renter operates the Vehicle after end of Rental Period or Extended Rental Period, as applicable.”

**9. Liability** (amends section 9 “Liability” in the General Rental Terms)

by deleting section 9(e) and adding the additional sections 9(g) – 9(i)

“(g) In the event of damage to or loss of theft of the Vehicle or a part or accessory thereof from the time of the commencement of the Rental Period up until the time of the Vehicle inspection unless caused through Owner's own fault, Renter may be liable for the following costs, charges and other damages (provided this does not result in Owner being compensated twice for the same loss):

- (i) The charges invoiced to Owner by the repair facility for the specific repair of the Vehicle, or replacement of the part or accessory;
- (ii) a bona fide estimate of the cost to Owner of the repair of the Vehicle, or replacement of the parts or accessories (as applicable) calculated by reference to Owner's standard list of minor repairs (which has been independently verified and is available upon request) or by an estimate provided by a repair shop. The amount invoiced to Renter for any repairs will be lower than the manufacturer suggested retail price but may be higher than Owner's cost, because the invoiced amount will not reflect any rebates which Owner may subsequently receive from the repair shop or supplier based on Owner's volumes of purchases and long term relationships, and may not include any economies of scale where damage caused by different customers are repaired simultaneously;
- (iii) To the extent that any repair does not fully restore the value of the Vehicle, a reasonable sum for the diminishment of value as determined by an independent motor engineer;
- (iv) In the event that the total estimated repair cost is greater than the value of the Vehicle minus the salvage value, an estimate of the retail value of the Vehicle immediately prior to the damage, as independently verified, less the salvage value;
- (v) Owner's resulting loss of revenue at the daily rate indicated on the Summary based on Owner's loss of income of the Vehicle, not to exceed 30 days, provided this does not result in Owner being compensated twice for the same loss;
- (vi) in case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified;
- (vii) an administrative cost of £/€ 50 or £/€100 (higher fee will be charged when Owner deems vehicle to be uneconomical to repair); and
- (viii) Any towing, storage and impound fees reasonably incurred by Owner as a result of the damage to, loss or theft of the Vehicle during the Rental Period.

Details of how Renter can dispute any of the above costs, charges or other damages will be included in the invoice sent to Renter by Owner for any such costs, charges or other damages.

(h) Owner is responsible to Renter for foreseeable loss and damage caused by Owner. If Owner fails to comply with these terms, Owner is responsible for loss or damage Renter suffers that is a foreseeable result of Owner's breaking this contract or Owner's failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both Owner and Renter knew it might happen, for example, if agreed in writing between the Renter and Owner.

Owner does not exclude or limit in any way Owner's liability to Renter where it would be unlawful to do so. This includes liability for death or personal injury caused by Owner's negligence or the negligence of Owner's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Renter's legal rights in relation to the services.

Owner is not liable for business losses. If Renter uses the services for any commercial, business or re-sale purpose Owner will have no liability to Renter for any loss of profit, loss of business, business interruption, or loss of business opportunity.

(i) For rentals originating in the United Kingdom, the following applies in addition to the above:

- (i) Renter is responsible for all charges, even if Renter has asked someone else to be responsible for them. Renter agrees that Owner, having notified Renter, will compute and debit the final charges from Renter's credit and/or debit card (which was presented at the time of rental) if that is the form of deposit or security being used, as shown on the Summary. All charges are subject to final audit.

- (ii) Where the rental of the Vehicle is consequent upon Renter's own vehicle having been involved in an accident, and the replacement Vehicle has been provided to Renter on a credit basis, payment of the charges due under the Contract are deferred for a period not exceeding 11 months from the date of the Rental Contract. At the end of the deferment period the amount due becomes payable in one single payment. No interest or other charges is payable during, or in respect of, the deferment or credit period. The credit amount is for a fixed sum which is the daily charge / charges multiplied by the number of days of the Rental Period."

**10. Governing Law/Alternative Dispute Resolution** (amends section 10 "Governing Law/Alternative Dispute Resolution" in the General Rental Terms)

by replacing the last sentence of section 10(b) with the following:

"Owner agrees to alternative dispute resolution. For rentals originating in the UK, Renter can submit a complaint to the BVRLA via their website at <http://www.bvrla.co.uk/advice/guidance/using-bvrlas-conciliation-service>. The BVRLA will not charge Renter for making a complaint and if Renter is not satisfied with the outcome Renter can still bring legal proceedings.

For rentals originating in the Republic of Ireland, the online dispute resolution platform of the European Commission is available at: <http://ec.europa.eu/consumers/odr/>. Renter can also submit a complaint to the Car Rental Council of Ireland ("CRCI")."

**12. Jurisdiction** (adds a new section 12 "Jurisdiction" to the General Rental Terms)

"If Renter lives in England and Wales, Renter shall bring legal proceedings in the English courts. If Renter lives in Scotland, the Renter can bring legal proceedings in either the Scottish or the English courts. If Renter lives in Northern Ireland, Renter can bring legal proceedings in either the Northern Irish or the English courts. If Renter lives in Ireland, Renter shall bring proceedings in the courts of Ireland."

**(4) SPECIFIC RENTAL TERMS FOR SPAIN**

**1. Renter's Contract with Owner** (supplements section 1 "Renter's Contract with Owner" in the General Rental Terms)

by adding an additional sentence to section 1(a))

"Any reference to Owner or Rental Agent means: Autotransporte Turístico Español, S.A., Avenida del Ensanche de Vallecas, 37-3ª Planta, 28051, Madrid, Spain."

**3. Use of the Vehicle** (amends section 3 "Use of the Vehicle" in the General Rental Terms)

by replacing section 3(a) with the following

"(a) Eligibility: Renter must be in the possession of an original driver's license valid in the country in which the rental originates and valid for the vehicle category applicable to the Vehicle."

by replacing section 3(c)(vi) with the following

"(vi) to go outside of Spain and/or to move to islands, between islands, and/or to Ceuta and Melilla, unless Authorised by Owner in writing;"

**4. Renter's Main Obligations** (supplements section 4 "Renter's Main Obligations" in the General Rental Terms)

by adding an additional sentence to section 4(b)(i))

“Renter is required to report any accident, theft or loss of the Vehicle to Owner to the extent possible via the European Statement Report Form;” by adding a new section 4(b)(viii)) “(viii) if Renter has elected to use their own insurance on the Summary Renter must notify their insurers and confirm to Owner that such notice has been given as soon as possible.”

## **7. Protection Products** (supplements section 7 "Protection Products" in the General Rental Terms)

**“(a) Damage Waiver (CDW):** If Renter selects CDW on the Summary, Owner will not hold Renter liable for damage to, loss or theft of the Vehicle, including any towing, storage and impound fees incurred by Owner as a result of the damage to and loss or theft of the Vehicle. However, Renter will instead have to pay the excesses indicated on the Summary between Owner and Renter every time the Vehicle is damaged, stolen or lost. If no excesses are indicated in the agreement with Owner, Renter is responsible for the first €1,650 every time the Vehicle is damaged or stolen or lost. Renter's responsibility can be reduced with the acceptance of Excess Protection (see below). Renter agrees that CDW does not exempt Renter from any costs arising from liability for theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or damage to tyres, lost leys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or damages caused by: (i) the use of incorrect fuel; (ii) any breach of section 3, 4 or 5 of the Rental Contract; (unless such breach is excused under applicable law) (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; or (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys.

**(b) Excess Protection (EXP):** If Renter selects EXP on the Summary, Owner will reduce Renter's responsibility for any loss caused by damage to or theft of or loss of the Vehicle to the excess indicated on the Summary, or if no excesses are indicated, the first €200 every time the vehicle is damaged, stolen or lost. Renter agrees that EXP does not exempt Renter from liability for theft/loss of an electric vehicle's charging cable if not supported by a police crime reference or any costs arising from damage to tyres, lost leys, key rings, optional accessories (including but not limited to not limited to optional child seats, global positioning systems, ski racks, toll devices and/or other products accepted by Renter) or damage caused by: (i) the use of incorrect fuel; (ii) any breach of section 3, 4 or 5 of the Rental Contract (unless such breach is excused under applicable law; (iii) if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started; or (iv) if the Vehicle has been stolen and Renter cannot give Owner the original keys.

**(c) Roadside Assistance Protection (RAP):** If Renter selects RAP on the Summary, Owner will waive Renter's responsibility for the following (i) all recovery and call out charges imposed by Owner's chosen Roadside Assistance Providers as a result of any fault occurring to Owner's Vehicle which is due to driver or Renter error (ii) replacement of lost keys and (iii) tyre repair or tyre replacement costs (excluding rims) except when part of larger damage to the Vehicle. RAP does not exempt Renter from these charges for damage caused by any breach of section 3, 4 or 5 of the Rental Contract (unless such breach is excused under applicable law), or if Renter failed to take all measures to look after and secure the Vehicle or the keys or any other device which unlocks the Vehicle and/or enables the Vehicle to be started.

**(d) Personal Accident Insurance / Personal Effects Coverage (PAI/PEC):** If Renter selects PAI/PEC on the Summary, then Owner provides PAI/PEC to Renter. PAI/PEC provides Renter and Renter's passengers with accidental death benefits, injury expense benefits and insures Renter and Renter's passenger's personal effects when Renter travels. This is a summary only and policy documents are available to Renter. The provision of PAI/PEC cannot extend beyond a period where the total charges to Renter exceed €200. The coverage provided by PAI/PEC may duplicate Renter's existing coverage or that offered by other suppliers. Renter may wish to determine whether their personal coverage is adequate.

**(e) Third Party Liability:** Third party liability protection is included in the daily rate unless agreed otherwise. Where included and Renter and any Authorised Driver(s) are in compliance with the terms of the Rental Contract, Renter and/or Authorised Driver(s) are covered by Owner's insurance policy for damage caused to third parties subject to the terms, conditions, limitations, exceptions and exclusions of Owner's insurance policy. Renter may ask for a copy of such policy from head office as indicated in section 1. This includes third-party claims for death, bodily harm, and property damage by third parties in accordance with regulations in effect concerning mandatory automobile insurance in countries where the Vehicle is allowed to be used (see countries on the Summary). Renter shall fully cooperate and assist Owner and Owner's insurers in the investigation of any third party claim and Owner as the contracting party under this insurance policy or insurers will have the right to resolve any third party claim under the insurance policy as Owner or insurers decide necessary, without restricting Renter's rights to take legal actions or seek remedies under applicable law. Renter's failure to inform Owner about a claim as required by the Rental Contract, the lack of cooperation or assistance, any fraud or breach of the terms and conditions of Owner's policy as notified to Renter, or any breach of section 3, 4, or 5 the Rental Contract (unless such breach is excused under applicable law) may result in Renter being liable and Renters accepts to hold harmless Owner's insurer and Owner from any amount due to liability."

## **9. Liability** (supplements section 9 "Liability" in the General Rental Terms)

by replacing section 9(b) with the following (b) On a case by case basis, Renter may be obliged pay to Owner on demand in accordance with applicable law Owner's costs incurred when collecting payments due from Renter, including legal fees and court costs (if the court issues a judgment in Owner's favour)."

by adding the additional sections 9(g) – 9(h))

(g) "Renter is liable as the owner, driver or operator of the Vehicle for:

- (i) Any penalty imposed due to the infraction of Royal Legislative Decree 6/2015, which approves the Law on Traffic, Motor Vehicles and Road Safety;
- (ii) any penalty imposed due to the infraction of Royal Legislative Decree 8/2004, which approves the rewritten text of the Law on Civil Liability and Motor Vehicles Insurance;
- (iii) any fault or crime committed as a result of a breach of the Spanish Criminal Code; and
- (iv) any debt owed by the non-payment of tolls.

(h) In the event of damage to, loss or theft of, the Vehicle or of a part or accessory howsoever caused to the Vehicle unless caused through Owner's own fault, Renter shall pay:

- (i) The amount necessary to compensate Owner for the damage to the Vehicle, including any damage or loss of parts or accessories which will be an estimate of the damage by an independent expert or repairer or by reference to Owner's standard list for minor repairs;
- (ii) Whatever the utilization of the fleet, Renter will owe a sum for the loss of use that will be calculated as follows: (i) if Owner deems the Vehicle to be reparable, the total labor hours to be worked as indicated in the repair estimate divided by 4, then multiplied by the day standard daily rate applicable to the Vehicle during the Rental Period; (ii) if the Vehicle is lost and not recovered, or if Owner deems it to be salvage: charge in the amount of 15 days at the standard daily rate applicable to the Vehicle during the Rental Period. Renter also agrees to pay (a) administrative costs of €50 when the repair estimate is less than €500; €100 when the repair is between €500 and €1,500; and €150 if the repair is greater than €1,500, and (b) a sum for reduction of value if the Vehicle is reparable, corresponding to 10% of the repair estimate if the damages come to more than €499.99;
- (iii) In case the total estimated repair cost of the Vehicle is greater than the value of the Vehicle minus salvage value, an estimate of the retail value of the Vehicle immediately prior to the accident as independently verified, less salvage value;
- (iv) A sum for the diminishment of value as determined by an independent expert if not covered above;



- (v) In case of theft or loss of the Vehicle, an estimate of the pre-theft or pre-loss retail value of the Vehicle, as independently verified; and
- (vi) Any towing, storage and impound fees incurred by Owner as a result of the damage to, loss or theft of the Vehicle.

**10. Governing Law/Alternative Dispute Resolution** (amends section 10 "Governing Law/Alternative Dispute Resolution" in the General Rental Terms)

by adding the following additional sentence to section 10(b)

"Unless otherwise indicated by the Owner, Owner does not and is not obliged to participate in the alternative dispute settlement process."

**A. ADDITIONAL RENTAL TERMS AND CONDITIONS APPLICABLE ONLY TO RENTALS IN BELGIUM, ITALY, THE NETHERLANDS AND SWITZERLAND**

**(i) For Rentals Originating in Belgium**

**ARTICLE 1: SCOPE OF APPLICATION**

Unless otherwise agreed, the following terms and conditions shall apply to the rental *between* Owner and Renter. Please read this Rental Contract carefully. If there is anything Renter does not understand please ask any member or staff of Owner.

The general terms and conditions as stated above are applicable between Renter and Owner, unless agreed otherwise.

Owner and Renter are the only parties to this Rental Contract and Renter is responsible for complying with all the terms of this Rental Contract even though another person (such as an insurance company) may have arranged the rental, negotiated certain terms or may pay for all or some of the rental bill.

This Rental Contract is the entire agreement between Renter and Owner concerning the rental of Vehicle and cannot be altered unless agreed to in writing and signed on behalf of Renter and Owner.

**ARTICLE 2: DEFINITIONS**

For the purposes of this Rental Contract, the following terms are specifically defined:

"Renter" is the customer (main driver) who rents a Vehicle from Owner under this Rental Contract and who is entitled to drive Vehicle.

"Owner" is the National Car Rental franchisee from which the Renter rents Vehicle.

"Rental" or "rental" means the vehicle hire by which the Renter rents the Rental Vehicle from Owner for a period under this Rental Contract.

"Reservation" means the confirmation overview by email or other communication method at the time of booking.

"Vehicle" is the car that Owner is renting to Renter for the agreed duration of the rental and will include all parts and accessories fitted to it at the commencement of the rental.

"Additional Driver(s)" means any individual, in addition to Renter, who has permission of the Owner to drive Vehicle.

"Damage" is any damage occurring to Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

### **ARTICLE 3: CONDITIONS TO HIRE VEHICLE**

Renter must be in the possession of a driving license, valid in the country where the car is hired as well as in all other countries where Vehicle will be used. The driving license must have been issued by the competent authorities at least 12 months before the start of the rental.

In addition to the normal driving license, an international driving license is also mandatory if:

- The driving license is written in a language different to the official languages in Belgium.
- Or comprises characters that are illegible in Belgium.
- Or if the driving license is not valid in the European Union.

Please note that the international driving license is valid only if accompanied by the normal driving license.

Renter must be in the possession of a valid identity card or passport.

Renter must be aged 21 or over to rent a Vehicle and have held a driving license for at least one year. A young driver surcharge of 10 EUR per rental day (excl. VAT and airport surcharges) is applicable for drivers younger than 25 years old, unless agreed different in the Reservation. When renting a vehicle, a driver qualified as a "young driver" pays a specific charge the "young driver surcharge".

The above requirements are also applicable to all Additional Driver(s) if any. Additional drivers will be charged an additional driver fee of 10 EUR per rental day (excl. VAT and airport surcharges), unless agreed different in the Reservation.

Renter must produce a valid corporate or personal credit card with an expiry date of at least 3 months after the due check-in date. For luxury and special models two credit cards (including at least one major credit card: Visa, MasterCard, American Express) are required and an authorization will be requested on each. Details are available at a National Car Rental Reservation Service Centre (Owner's rental station) or at the National Car Rental website.

Please note that Owner accepts major credit cards such as American Express, MasterCard and Visa. As certain credit card companies may not be represented, it is advisable to verify in advance the acceptance of a given card. Credit cards are accepted to the limits authorized by the credit card company.

#### **ARTICLE 4: GENERAL PRINCIPLES**

Renter is required to check the condition of Vehicle. Where an apparent defect is found, Renter must immediately inform Owner in order to proceed with a joint-examination of Vehicle. In such a case, Owner and Renter must document the apparent defect to be countersigned by both parties. If the document is not countersigned by both parties, the condition of Vehicle will be considered that the Renter received Vehicle in proper working condition after payment of the possible security, the amount of which has been specified in the Reservation.

#### **ARTICLE 4.1: CONDITION OF VEHICLE**

Owner guarantees that Vehicle is suitable for use on the road and for rental at the start of the rental period. Renter acknowledges to have taken possession of Vehicle in the condition as specified on the jointly checked damage assessments (as stated above), fully cleaned and with the safety equipment required by law. On the return of Vehicle the condition of Vehicle will be jointly checked again. Any costs to Vehicle to restore it to its original condition at the start of the rental, including refueling, are payable by Renter, possibly limited to the maximum per claim as specified in this Rental Contract, if the application conditions of this limitation have been complied with.

In any case, the compensations applied by Owner shall not be higher than the "informex" compensations laid down for the determined damage in question. Informex is an industry acknowledged calculation method to estimate repairs costs for insurers, bodyshops, vehicle manufacturers, dealers, parts suppliers and other parties in the supply chain. On returning Vehicle with a lower fuel level than at the start of the rental, Renter will be charged with an amount depending on the fuel option chosen at the start of the rental. Please refer to the section: Annex to the general terms and condition "Additional information packages" under subtitle "Fuel options".

If vehicle, with or without Owner's explicit agreement, is returned outside the opening hours of the local agent in question and/or is left elsewhere, if Renter returns Vehicle in a dirty state, exterior and/or interior, which makes a detailed assessment of the condition of Vehicle not immediately possible or if Renter does not want to wait for a jointly checked assessment, and therefore it is impossible to make a jointly checked assessment when Vehicle is returned and/or left. If Vehicle was left at Renter's garage with Owner's

permission, Renter authorizes the garage owner to make a jointly checked assessment when picking up Vehicle.

In these cases, when Vehicle is effectively under Owner's management and/or when Vehicle has been sufficiently cleaned, Owner shall make an assessment of the condition of Vehicle. On determining additional damage to Vehicle and/or if Vehicle is dirty and needs to be cleaned and/or Vehicle is returned with less fuel than on departure, it shall notify Renter of this in writing together with an estimate of the compensation for these assessments.

If Renter does not agree with Owner's repair fees and damage assessments in the aforementioned cases, Owner must be notified of this in writing within 3 working days upon receipt of Owner's notification. In the absence of this notification within the specified period Renter shall be deemed to be in agreement. If Renter does not agree, the file will be submitted to a jointly agreed car expert who will make a final decision, against which there is no appeal, regarding the determined damage and the related correct repair costs. The costs are payable by the party who is deemed in the wrong or will be divided between the parties as determined by the expert. If available, the expert will base himself on the jointly checked assessments and the photographs taken by Owner or his agent.

Renter explicitly accepts to have received Vehicle in a normal state of operation. If this is not the case Renter has up to 4 working hours after receipt of Vehicle to notify this to Owner. All mechanical damage to Vehicle which is due to the use of Vehicle and/or mechanical damage to Vehicle which has substantially worsened following use of Vehicle by Renter shall be charged completely and in full to Renter. On determining mechanical damage to Vehicle which according to our experts is with certainty due to the wrong use of Vehicle by Renter, Renter shall be notified in writing. Renter then has a period of 3 working days to submit any complaints and to request a counter-appraisal. If there is no reaction Renter shall be considered liable for the additional damage.

#### **ARTICLE 4.2: USE OF VEHICLE**

Vehicle must not be driven by anyone other than Renter or Additional Driver(s) and then only under the condition that Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by Law. If Renter wishes to take Vehicle outside of Belgium, Renter must obtain Owner's prior written consent.

The following countries are accepted by Owner: Austria, Andorra, Switzerland, Germany, Denmark, Spain, France, Finland, United Kingdom, Greece, Italy, Ireland, Luxembourg, Norway, Portugal, Sweden and the Netherlands.

Renter must contact the rental location for additional cross border restrictions. A compensation fee will be applied for the unauthorized drop of Vehicle in a country prohibited for cross-border travel. The compensation fee includes all costs incurred to collect the Vehicle such as (logistics costs, lost revenue, administration costs, search costs, etc.)

In accordance with this Rental Contract, Renter must take care of Vehicle, keep it in good repair and condition, pay any fines for which Renter may be liable, reimburse Owner for any damage to Vehicle, and refund Owner for any costs if incurs.

Some restrictions may apply with respect to: - loading Vehicle on trains, boats, ferries or similar means of transportation; - taking Vehicle from the mainland onto an island; - taking certain types of Vehicles across borders. Renter is advised to check at the time of Reservation.

Renter must only refuel Vehicle with the correct type of fuel.

Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of Vehicle and for which Owner is charged, unless they have arisen through the fault of Owner. An administration fee of 24.79 EUR (Excl. VAT) will be charged for every fine or penalty incurred.

During the rental period Renter must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and must respect the maintenance cycle of Vehicle as stated in the maintenance guide, if any.

When parking Vehicle, even for a short period, Renter undertakes to lock it and make use of Vehicle's alarm and/or immobilization equipment. Renter must never leave Vehicle unoccupied with the keys in the ignition. To the largest extent permitted under applicable law, non-return of the keys will lead to invalidation of the theft cover.

Renter will be liable for any offence committed during the rental period which relates in any way to Renter's use of Vehicle, as if Renter were the owner of Vehicle. This could be an infringement of the contractual provisions as well as the current laws and traffic rules during the hire period.

Upon the request of the Police or any official authority Owner may have to transfer Renter's personal data. Such transfer will be done in accordance with the data protection laws of Belgium. Please refer to the section "Data Protection Law" for additional information

The Owner fleet is 100% smoke-free and every Vehicle has a sticker with the smoking ban. On returning Vehicle in which smoking was determined, fixed damages of €250 (exclusive of VAT) will be charged.

If a Vehicle is returned dirty a cleaning fee of 250 EUR (Excl. VAT) will be charged.

Vehicle is rented/made available with a view to normal use. In case of a rental with unlimited kilometers, 'unlimited' is referred to in the context of normal use or in any case less than 500 km a day and less than 10,000 km a month. If these maximums are exceeded, an additional fee will be owed of € 0.5 (exclusive of VAT) for every extra kilometer, subject to proof of greater damage by Owner. At Renter's responsibility, Vehicle may only be used subject to strict observance of current legal and statutory provisions.

It is explicitly pointed out to Renter that Owner's vehicles do not have winter tyres, barring explicit notification to the contrary, and that therefore Vehicle may not be used in countries where winter tyres are obligatory during the period that this obligation applies nor in countries where it has been laid down that not using winter tyres during certain periods is at one's own responsibility and/or extensive liabilities have been laid down for not using winter tyres during these periods. It is Renter's obligation to consult either at time of booking online, via Owner's office or at time of rental.

In particular, Renter is prohibited to use Vehicle under any of the following conditions or for any of the following purposes:

- Pushing or towing another vehicle (except those vehicles equipped by Owner with a towing-hook; maximum load 1,000 kg), or exceeding the authorized load weight.
- To use Vehicle in countries which are not listed on the insurance card as well as countries which are not listed, above, in this Rental Contract.
- To use Vehicle for the transport of any product which due to its smell or condition, may damage Vehicle or cause Owner to lose time or money as a result of which Vehicle cannot be immediately rented out again.
- To use Vehicle for rental or schooling.

- To use Vehicle by other persons, to allow a driver to use Vehicle who has not been permitted as Additional Driver.
- To use Vehicle for the transport of heavy objects, easily flammable and hazardous products as well as toxic, corrosive, radioactive or other harmful substances, or products which make stains.
- Participating in rallies, competitions or trials, wherever they may take place.
- Transportation of live animals (with the exception of domestic pets, subject to prior authorization).
- Driving Vehicle under the influence of alcohol, drugs or any other type of narcotic substances.
- Travelling on non-paved roads or on roads, the surface or state of repair of which could put Vehicle's wheels, tires or its under body mechanics at risk.
- Giving driving lessons.
- To use Vehicle with a roof rack, luggage carrier or similar, unless supplied by Owner.
- To use Vehicle for paid goods transport, except if it concerns company cars.
- To use Vehicle for illegal purposes.
- To use Vehicle for courier services or paid transport of passengers or the equivalent transport of passengers.
- Intentionally committing any offence, i.e. failure to utilize seat belts or occupant restraint system.
- None of the goods and baggage carried in Vehicle, including their packing and stowage equipment, will be permitted to damage Vehicle, nor put the occupants abnormally at risk.
- Carrying passengers for hire or reward.
- To use Vehicle in any way which breaches the Highway Code, road traffic laws or any other laws.

Any breach of one of the aforementioned provisions entitles Owner to terminate the rental automatically and without any notice of default with regard to Renter who will not be able to claim any refund of unused Rental fee, subject to proof of greater damage. Only Renter has the right of management of Vehicle during the Rental period and therefore bears full responsibility for it.

Owner strongly recommends that Renter carefully reads this information available at the Owner's rental station counter.

#### **ARTICLE 4.3: MAINTENANCE/MECHANICAL PROBLEMS**

When the rental starts, Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes road unworthy or unfit for normal use during the rental because of mechanical breakdown or accident, Renter must inform Owner or telephone the emergency number reflected in the Reservation.

Owner will have the choice between replacing Vehicle or accepting repairs to be done to Vehicle. In case of engine trouble or an accident, apart from engine trouble or an accident through Owner's fault or negligence, Renter cannot claim damages or a replacement car.

All costs for normal maintenance and repairs are payable by Owner, all costs due to Renter's negligence (e.g. engine damage caused by a lack of engine oil or coolant, use of wrong fuel, damage caused by overloading, wrong use of clutch, etc.) are payable by Renter. Renter is not allowed to carry out any repairs to Vehicle without Owner's consent.

In the latter case, repairs can only be made after written confirmation from and instructions given by Owner as well as prior to accepting by Owner of the estimation of costs. Renter must be able to provide the name and station name of Owner accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Owner. If not, Owner reserves the right to request from Renter the remittance of the defective pieces and the paid invoice. The fees and expenses of any repair undertaken without the order of Owner will not be reimbursed to Renter.

Renter must carry out all daily checks of liquid levels prescribed by manufacturer. Renter must stop Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if Renter becomes aware of anything else which may indicate the presence of a mechanical problem with Vehicle. If the odometer has stopped functioning for any reason other than a technical failure, Renter will be required to pay a distance charge according to the rates in force.

Renter must inform Owner, or one of its agents, of all accidents, damage to or breakdowns of the car, even those which may already have been repaired, when Renter returns Vehicle. Renter will remain liable for any damages to Owner. In any case, neither Owner nor its directors, officers or employees will be liable to Renter for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the largest extent permitted by the law, for indirect consequential damages whether Renter's action is based on contract or in tort.

#### **ARTICLE 4.4: BREAKDOWN ASSISTANCE**

For the length of the rental, as agreed with Owner, Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated in the Rental Contract or on the windscreen or on the key holder or by request at Owner's customer service department.



In order to benefit from this cover, Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If Renter does not contact the Breakdown and Assistance Service and if Renter initiates steps or makes any disbursements without the prior consent of Owner, Renter will not be able to claim for reimbursement of the expenses.

**Call out costs related to breakdowns that are the driver's fault, including for flat batteries, lost keys, out of fuel service or keys locked in the vehicle are not covered under the Breakdown and Assistance Service as well as eventual costs to repair the vehicle and any travel costs to exchange the vehicle.**

## **ARTICLE 5: THE RENTAL PERIOD**

### **ARTICLE 5.1: PRINCIPLE AND CALCULATION**

Renter undertakes to return Vehicle to Owner at the agreed place, on the date and at the time indicated in the Reservation.

The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time Vehicle is made available. However, unless agreed differently in the Reservation, a 59 minute grace period is applied at the end of the rental before the start of a new 24-Hour period. This can in any case not be considered as a silenced extension of the rental. Extra rental days, mileage costs, equipment costs, insurance or waiver costs will be charged as defined in the Reservation until Vehicle is returned to Owner. If Renter returns Vehicle to any other rental station than the agreed location, repatriation costs will be charged to Renter.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

### **ARTICLE 5.2: EXTENSION OF THE ORIGINAL DURATION OF THE RENTAL**

If Renter wish to keep Vehicle for a period longer than originally set out in the Reservation, Renter must contact Owner before the end of the initial agreement in order to extend the duration of the rental (this may require Renter to come in person to a rental location of Owner).

Vehicle is insured for the period mentioned in the Reservation. Unless otherwise agreed in writing by Owner, once this period is passed, Renter remains liable for any damages to Owner and Owner's Vehicle.

### **ARTICLE 5.3 DELIVERY AND COLLECTION TERMS**

Renter will return Vehicle in the same condition as it was provided at the start of the rental.

Renter will return vehicle to the same local agent from where it originally was rented and this during the normal opening hours of this local agent, unless Renter and Owner agreed otherwise in the Reservation. In this case a one way drop off fee can be charged and will be stipulated in the Reservation. Non authorized drop off will be at the Renter's expense and repatriation costs will be charged.

If Vehicle was dropped elsewhere than Owner's rental locations, with Owner's agreement, the rental period continues until the moment the Owner receives a written notification of Renter, or an appointed party (e.g. the garage owner where Vehicle is dropped) that Vehicle is available at the return location.

If Vehicle, even with Owner's agreement, is dropped/left at one of the Owner branches, outside the opening hours of the branch in question or when Vehicle, even with Owner's agreement, is left/dropped elsewhere, to the largest extent permitted under applicable law, Renter shall be liable for Vehicle until the effective receipt by Owner.

In case of late return, Owner shall consider this as fraud, deception and breach of trust. In any case, Renter shall owe fixed and irreducible damages for loss of profit and administrative costs of 150 € (exclusive of VAT) in case of a late return starting from the fifth hour to Owner. To pick up a vehicle left without Owner's written consent, for whatever reason, Renter shall be charged an additional fee to the amount of 1.50 €/Km (exclusive of VAT) with a minimum of 300 € (exclusive of VAT).

After termination of the rental or when Owner asks Renter to return Vehicle immediately and if Vehicle was not returned, Owner is entitled to take back Vehicle, at Renter's expense, wherever it finds it. Renter gives explicit consent to Owner's agent to access the land and buildings he uses for this. In case of theft of Vehicle the rental shall be deemed to continue until Renter has submitted a certificate of complaint deposition to Owner for theft issued by the authorized police service.

#### **ARTICLE 5.4 END OF RENTAL**

The end of the rental is defined by the return of Vehicle and of its keys to the rental counter at the agreed Owner location. The rental is only terminated when Owner effectively has taken receipt of Vehicle. This must be done to a uniformed Owner employee and under no circumstances should Renter give the keys to any person present at the Owner's location and who Renter assumes or who pretends to be an Owner employee.

If Vehicle is returned without its keys, Renter will be invoiced for the cost of the replacement keys.

Under no circumstances will Owner accept any liability for articles that may have been left in Vehicle at the end of the rental nor will the Owner be responsible for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in Vehicle.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

**Important note:** outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. Renter remains liable for any damage until an Owner employee takes possession of Vehicle, documents and keys when the Owner location opens.

If Vehicle is used in violation of these Rental Contract / Terms and conditions or any use which may be detrimental to Vehicle will entitle Owner to terminate the rental by operation of law and without prior notice of default and demand payment of an amount varying according to the circumstances, to a maximum of 10 days hire fees, on top of payment of the fee until the date of this dissolution. Renter will then return Vehicle immediately as soon as Owner requests.

#### **ARTICLE 5.4.1: IN THE EVENT OF AN ACCIDENT**

In the event of an accident, it is required to report immediately to the appropriate police department, and Owner. A copy of the police report and fully completed European Accident Form incident must be turned in to Owner. The European accident Form can be obtained from Owner at Owner's locations and in the glove compartment in every Vehicle.

The rental will be terminated as soon as Owner has received a copy of the accident/incident report completed by Renter and, where applicable, the third party. If Owner provides a new vehicle, the rental will be amended accordingly.

If Renter is involved in an accident with third parties and he neglects to duly fill out and sign a "statement of facts" or submit an official report of the competent police service, Renter will not only have to pay the excess specified in the WAM (Third-party insurance motor vehicles Act), insurance referred to in article 8 in fine of these conditions but also a fee for additional administrative costs to the amount of € 250 (exclusive of VAT), without prejudice to possible court costs. If, in the absence or submission of the aforementioned "statement of facts" or official report, Owner has doubts whether third parties were involved in the accident, it is entitled to request a statement of honour of Renter. If such statement of honour is not provided, the claim in question shall be handled as an accident without third parties. In any case, Renter shall be fully liable for all damage to Vehicle if he provided false information when

concluding the rental. Renter is fully liable for violations and offenses he committed during the hire period. Renter shall in any case declare to the competent authorities that he does not use Vehicle for Owner's account and he shall explicitly indemnify Owner. As the case may be, Renter is obliged to notify any third party of Owner's right of ownership to Vehicle.

#### **ARTICLE 5.4.2: IN THE EVENT OF THEFT**

In case of theft and attempted theft, Renter must immediately report it to the competent police services and notify Owner within 24 hours. The notification to Owner must specify the circumstances, date, location and time of the incident, address of the possible counterparty, the number of the official report and the details of the recording police service.

In the event of theft of Vehicle, the rental will be terminated as soon as Owner has received a copy of the theft declaration made by Renter to the police authorities.

If Renter still not returned Vehicle 14 calendar days after the originally agreed date of the end of the rental, barring the cases when not returning Vehicle cannot be charged to Renter and he correctly notified Owner of this, Vehicle shall be deemed to have been stolen by Renter. Renter shall owe, if applicable, in addition to the hire fee until the date of recovery, also an administrative fee and the value of Vehicle to Owner.

#### **ARTICLE 5.4.3: IN THE EVENT OF CONFISCATION**

In the event of measures by third parties, including attachment, confiscation or impounding of Vehicle, Renter must immediately inform Owner in writing. Owner will then be entitled to take all measures which it deems necessary to protect its rights. Renter will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to Vehicle unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of Vehicle. In this case, the hire fee, where applicable shall be invoiced until this date.

Furthermore, the rental may be automatically terminated by Owner as soon as Owner is informed of such action by the legal authorities or by Renter.

#### **ARTICLE 6: TERMS OF PAYMENT**

In the context of the current Rental Contract Renter owes the following amounts to Owner:

- Possible use of fuel, possible costs for cleaning in case of extreme dirt, possible repairs of additional damage as well as the consequences of theft to the amount for which Renter is liable in accordance with the Reservation, and all costs for the late return and/or incorrect use of Vehicle.

- All costs, including judicial and administrative costs, incurred by Owner to collect amounts owed by Renter that were not paid on the due date.
- All fines and costs arising from the use by Renter of Vehicle, including breakdown costs following an accident for which the driver is to blame in pursuance of the Rental Contract. For every fine and/or levy received by Owner relating to the period that Vehicle was used by Renter a handling fee shall be owed for every letter and/or reminder that Owner needs to send. Any parking fines sent to Owner will be paid by Owner on receipt of the first notification in order to not increase the costs for Renter. Owner will charge the thus paid sums to Renter, without prejudice to application of the aforementioned handling fee. Administration fees are defined in this Contract.
- Costs for retrieving Vehicle not returned.
- Other costs mentioned in this Rental Contract and the Reservation.

Owner may legally claim the payment by Renter, when entering into the contract, of a guarantee for which the amount, which shall be specified in the Reservation, shall be calculated depending on the anticipated period of use of Vehicle, the estimated mileage to be covered, the category of the rented vehicle, the insurance coverage taken out, where appropriate, and the cost of the residual deductibles set out in the contract, the amount of the guarantee being equal to, if theft and/or damage insurance coverage has not been taken out for example, to an amount equal to the maximum liability of Renter in the event of an accident, or that of the residual value of Vehicle on the date of its disappearance in the event of theft.

This guarantee will be made by means of a credit card reflected in Renter's Profile, an authorization will be requested prior to the start of the rental. The minimum amount of the authorization will be determined by multiplying the rate by the rental period reserved by Renter and other relevant charges defined in the Reservation. This amount will not be debited. It will be held on the card holder's bank account until the final rental charge amount is debited. When Vehicle is returned, the invoiced amount will be charged to the credit card listed in Renter's Profile, unless Renter presents another means of payment.

In certain rental locations direct debit can occur as mean of payment for the rental and guarantee. This will be explained by Owner to Renter at moment of Rental. Owner will provide the necessary proof of payment and charge back unneeded amounts to fulfill the final invoice for the rental.

In the event of non-payment by the due date shown on the invoice, Renter will be liable, .

To the largest extent permitted under applicable law, in the event of non-payment by the due date shown on the Rental Contract, Renter will be liable, by operation of law and without requiring a prior notice of

default, a delayed interest of 12% a year as well as irreducible and fixed damages of 10% of the still outstanding amount with a minimum of € 75.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorize Owner to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of the rental, and correspond to the characteristics Renter originally indicated at the time of Reservation (such as vehicle type rental, duration, return station). Any modification in the characteristics will entail the use of an appropriate alternative rate.

If Renter pays in a currency other than that used by Owner (EURO) an exchange rate will apply based on the rates of KBC Bank and increased by a 4% service fee (Excl. VAT).

Owner will not accept any disputes of invoices which aren't received within 8 days of invoice date.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

## **ARTICLE 7: RATES**

The total charges for each rental will be determined according to the price list applicable at the time of rental. By signing this Rental Contract, Renter confirms having read, acknowledged and is agreeing with the applicable rates at the time of rental.

In the event of one-way rental, the one-way rate is applicable.

## **ARTICLE 8: INSURANCE**

All Vehicles in the Owner's fleet are insured against Bodily Injury and/or Property Damage that Renter might inflict on a third party as a result of an accident involving Vehicle. The amounts for such liability cover are available on request at Owner's rental station. In particular, Renter must comply with the Rental Contract, and in particular without limitation the rule concerning permitted destinations, as set out in article 4.2 "use of Vehicle" above, in order to have the full benefit of the insurance provisions.

Damage to the driver's belongings are not insured. Renter is liable at all times for all own damage to Vehicle regardless of how it happened, subject to damage arising from facts for which an identifiable third party is liable, with a maximum as specified in the Reservation.

A limitation of liability for own damage to Vehicle will only have effect if all obligations arising from the present Rental Contract are correctly respected and is only applicable if this was explicitly specified in the Reservation and the price applicable to this option has been explicitly included in the price calculation in the Reservation. Own damage shall be understood to mean damage to Vehicle and damage to Vehicle caused by theft through no fault of Renter, collision with an animal, forces of nature, vandalism and terrorism as well as broken glass, accidents without third parties and accidents when the third party failed to stop after causing an accident.

**Important note:** In any event, damage to the under body-work, interior and/or roof is excluded from any damage cover, unless force majeure can be proved. Renter will be fully liable for these damages and the related costs up to the full value of the Vehicle.

Renter of an EQUIPMENT unit is responsible to bring the unit back in same state as he received it. No compliance will lead to the application of a reasonable replacement fee equal to the replacement value of the unit. For example a SAT NAV unit will have a replacement cost of 200 EUR (excl. VAT).

The PAI (Personal Accident Insurance) is a driver's insurance which covers the driver in case of injuries or death. Specific terms and conditions are made available to Renter at the Owner's rental station.

An administrative fee of 40 EUR(excl. VAT) is payable by Renter in case of an accident without third parties or through Renter's fault. In case of an accident through Renter's fault in another country, the repatriation is payable by Renter unless otherwise agreed. If Renter has any blame in any way in the accident, the agreement shall continue to be in force until Vehicle is available again to Owner.

Damage suffered by Owner or Owner's Vehicle in case of theft is limited to the amount as specified in the Reservation, barring theft with the original keys and, more generally, theft which was due to Renter's negligence or not locking Vehicle, is payable in full by Renter at all times.

If Renter has taken an additional limitation of liability in case of damage to Vehicle he can also take a further limitation of liability for theft. This further limitation is only applicable if explicitly indicated in Renter's Profile and the price applicable to this option has been explicitly included in the price calculation, in the Reservation.

The validity of the third-party liability insurance as well as the limitations in responsibility for own damage and theft are strictly limited to the Rental period. Outside of this Rental period, Renter shall be liable in full

for all possible damage to Vehicle and people. The limitations in responsibility for own damage and theft on the part of Renter are only valid if Renter meets all contractual obligations as included in the Rental Contract. In case of an accident with Vehicle because Renter's fault, Renter will pay the third party liability excess amount defined in the Reservation or in case of no agreed amount in the Reservation an excess of 371.84 EUR (excl. VAT).

Products which fall under the name of cdw1, cdw2, tp1, tp2, scdw, twp, zero risk pack, zero risk pack+, as listed in the annex, partly cover Renter's responsibility in case of an accident. The end responsibilities of the Renter need to be determined per incident and are cumulative. In spite of the fact that Renter took partial or full coverage of his responsibility any damage in case of drugs, alcohol or wrong use of the hire car will be chargeable to him.

All costs resulting from the Renter's carelessness and/or negligence such as breakdown due to empty fuel tank, wrong choice of fuel, flat or exploded tyre, empty battery, lost keys or keys in Vehicle with locked doors will fully and unconditionally be borne by Renter.

#### **ARTICLE 8.1: LIABILITY IN THE EVENT OF DAMAGE**

Renter will be liable for any damages to Vehicle. Therefore, in the event of theft of Vehicle or damages caused to it, Renter must fully indemnify Owner (the indemnification will include the amounts corresponding to the repair costs, resale value of Vehicle, loss of use, administration charges...). The amount will not exceed the market value of the rented Vehicle at the time of the event. This liability may be reduced if Renter opted for the "reduced liability". Therefore, at the end of the rental, in the event of damage or theft, Renter will be debited with an amount equal to the non-waivable excess charge specified in the Reservation.

Renter is advised that any optional contractual guarantee he/she may have chosen will be invalidated if Renter fails to take reasonable measures for the safety of Vehicle, its parts or accessories, or fails to comply with all restrictions on the use of Vehicle or otherwise abuse or misuse it.

Renter will not be exempt from liability towards Owner in the case of breach of contract. Therefore, Renter will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by third parties. Renter agrees to pay any amounts Owner spends in enforcing this Rental Contract.



Therefore in any case, to the largest extent permitted under applicable law, neither Owner nor its officers, directors, employees will be liable to the contracting party for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential damages (such as loss of business, loss of profit) arising out of or in connection with the rental or the use of any vehicle whether the action is based on contract or in tort. Renter will indemnify and hold Owner harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of Vehicle.

#### **ARTICLE 8.1.1: Light damage (valid only if applicable)**

Both at check-out and check-in Owner will, together with Renter, document all visible light damage to Vehicle in compliance with the detailed list of light damages and repair costs displayed at the Owner's rental station counter which Renter hereby acknowledges.

At check-out non-repaired damage must be documented with the appropriate signatures by Renter and Owner's representative. At the end of the rental i.e., at check-in, the identification of any new light damage must be documented. Any new light damage will be immediately pointed out to Owner, documented, and signed by Renter and the Owner's representative. This damage will be charged to Renter at the repair price mentioned in the list displayed at the Owner's rental station counter. Where this option is available, Renter will approve by signing electronically or by signing the relevant paper document.

These repair costs will be directly billed to Renter by Owner and will include the costs of the damage repair as well as administration charges, immobilization costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental. The Rental only ends after signing a check-in document with jointly checked assessment of damage by Owner.

If Vehicle was dropped elsewhere than Owner's rental locations with Owner's agreement, or if Vehicle is returned outside the opening hours of the Owner's rental locations, the rental period will continue until the moment the Owner can examine Vehicle.

Owner strongly recommends that Renter carefully reads this information available at Owner's rental station counter.

#### **ARTICLE 9: VALIDITY**

Any provision required by law to be stated in this Rental Contract shall be deemed to have been stated herein. If any provision of this Rental Contract contravenes any law, it is agreed that the remainder of the provisions of the general terms and conditions continue in full force. The invalidity or unenforceability of any provision of the general terms and conditions shall not affect the validity or enforceability of any other

provision therein and this Rental Contract shall be construed as if such invalid or unenforceable provision were severed or omitted to the extent of such invalidity or unenforceability.

## **ARTICLE 10: LANGUAGE**

In the event of a conflict between this version of the Rental Contract in Owner's local language and a version in a different language, including English, the version of this Rental Contract in Owner's local language will prevail. Where the Rental Contract is not available in your local language, the English version will control.

If requested, a French/Dutch/English version is available at the branch on simple request.

## **ARTICLE 11: DATA PROTECTION LAW**

Owner, acting as an independent data controller, may use Renter's personal data (and the personal data of any additional driver) collected in connection with the Rental Contract or any related agreement or service ("Renter Personal Data"), and disclose it, for the following purposes:

- process Renter Personal Data to manage the rental and the commercial relationship, communicate with the Renter about or assist with the rental. Owner processes Renter Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any Additional Drivers' – data protection rights;
- store Renter Personal Data that relates to any incident arising from the Renter's dealings or an Additional Driver's dealings with Owner if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. Owner processes Renter Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Renter's – and any Additional Driver's – data protection rights;
- verify personal, driving and credit information (including Renter Personal Data) provided by the Renter and any Additional Driver through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other sources. Owner processes Renter Personal Data for this purpose on the basis of its legitimate interests in preventing fraud, when these interests are not overridden by the Renter's – and any Additional Drivers' – data protection rights;
- provide details of any accidents in which the Renter or any Additional Drivers of the Vehicle are involved (including Renter Personal Data) to relevant insurance databases. Owner process Renter

Personal Data for this purpose where necessary for the establishment, exercise or defence of legal claims;

- provide Renter Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period. Owner processes Renter Personal Data for this purpose where necessary to ensure its compliance with applicable legal obligations; and
- provide Renter Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organization or authority on the basis of (i) contractual necessity, (ii) compliance with a legal obligation and/or (iii) Owner's legitimate interests to recover any pending debt.

Owner will disclose Renter Personal Data to (i) EAN Data Services UK Ltd., (ii) Enterprise Holdings, Inc. and/or any of relevant subsidiaries (together "EHI") (for details please see EHI's Privacy Policy at <https://www.enterprise.co.uk/en/privacy-policy.html>), all acting as independent data controllers. Renter Personal Data will be shared for the following purposes:

- process Renter Personal Data to manage the rental and the commercial relationship, communicate with the Renter about or assist with his rental. EHI processes Renter Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any Additional Drivers' – data protection rights;
- store Renter Personal Data that relates to any incident arising from the Renter's dealings or an Additional Driver's dealings with EHI if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other renters, the public and its property from safety or financial risks based on past renter conduct, when these interests are not overridden by the Renter's – and any Additional Drivers' – data protection rights;
- process Renter Personal Data in order to carry out phone customer satisfaction surveys. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in ensuring customer satisfaction of the services which it provides, when these interests are not overridden by the Renter's – and any Additional Drivers' – data protection rights;
- send the Renter marketing communications (for instance by post or electronic communications) about similar products or services which EHI thinks may be of interest to him. This can include the provision of targeted advertising on EHI sites, selected partner sites and social networks. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in conducting

such marketing, when these interests are not overridden by the Renter's – and any Additional Drivers' – data protection rights but, where required, will seek the Renter consent to do so at the time of data collection; and

- compile statistics and analysis about the Renter – and any applicable Additional Drivers' – use of EHI products and services, including statistics based on anonymized data, which enable EHI to provide the Renter and other renters in the future with better customer service, products, features and functionalities.

EHI participates in and is responsible for the processing of personal data received under the EU-U.S. Privacy Shield Framework. For more information regarding EHI's data transfer compliance or if the Renter has an unresolved privacy or data use concern that EHI has not addressed to the Renter's satisfaction, please see EHI's Privacy Policy to find out more information on how to contact EHI's third party dispute resolution provider.

For information regarding the retention period for Renter's Personal data, please see Owner's and/or EHI's privacy policy.

The Renter has the right to: (i) access and port his personal data (including in certain cases in a commonly used, machine readable format); (ii) have his personal data rectified (where it is inaccurate or incomplete), (iii) have his personal data erased where Owner or EHI no longer has any legitimate reasons to process it; (iv) have his personal data restricted; (v) object to Owner or EHI's processing of his personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.

If the Renter has any queries in relation to the above use of his Renter Personal Data, he should contact Owner in the first instance.

## ARTICLE 12: JURISDICTION

This Rental Contract is governed by Belgian law. To the largest extent permitted under applicable law, all disputes arising from the execution or the interpretation of this Rental Contract fall under the exclusive jurisdiction of the courts of the judicial district of Antwerp, department of Tongeren.

## ADDITIONAL INFORMATION PACKAGES – ANNEX OF SPECIFIC TERMS AND CONDITIONS APPLICABLE IN BELGIUM

### *General information:*

- In case of damage or theft an administration cost is applied in addition to the non-waivable excess.
- All mentioned prices for which the validity is expressed are subjected to changes without prior notice before the start of the rental.
- A safety kit consisting of a safety triangle and safety jacket is required by law and is provided in all vehicles. Missing elements of a safety kit at time of return will be charged to the Renter
- Some products are not available to drivers younger than 25 years old.
- Some products are only available in participating stations

The following optional protection product packages may be accepted or declined on Renter's Profile, which will apply to all rentals made under this Rental Contract. Renter may change options and information for future rentals by changing the options and information into the Profile at [www.nationalcar.com](http://www.nationalcar.com) or by sending Administrator a Rental Contract Profile Change Form at National Car Rental, Attn: Marketing, 600 Corporate Park Drive, St. Louis, MO 63105, indicating the changed options and information in writing.

Renter acknowledges that he/she has read and understood the following summary of the terms relating to optional protection product packages. The full specific terms and conditions applicable to the optional protection product packages are available at Owner's rental station counter. By purchasing one or more optional protection product packages, Renter declares that he/she agrees to the applicable specific terms and conditions related thereto.

### ***CDW1 COLLISION DAMAGE WAIVER***

CDW1 collision damage waiver is not an insurance. It is a waiver of the Renter's responsibility for damage in case of accident, fire or vandalism to the Vehicle excluding tyres and windshield. If CDW1 is declined by the Renter in his Profile, he will be responsible for the full value of the damage to the Vehicle in accordance with this Rental Contract. Purchasing CDW1 reduces the Renter's responsibility to a deductible ranging between €850 and €2000 for a daily fee ranging between €7.49 and €25.75 depending on the car type and length of rental as mentioned in the Reservation. The daily fee excludes VAT and local surcharge. In case of violation such as alcohol, drugs or any other misuse as stated in the T&C's, the Renter stays responsible for the full value of the damage.

### ***TP1 THEFT PROTECTION***

TP1 is not an insurance. It is a theft protection that reduces a Renter's responsibility for theft and/or damage caused in case of theft attempt to the rental vehicle or any of its parts. If TP1 is declined by the Renter in his Profile, he will be responsible for the full value of the rental vehicle in case of theft or theft attempt. Purchasing TP1 reduces the Renter's responsibility to a deductible ranging between €850 and €2000 for a daily fee ranging between €5.06 and €17.54 depending on the car type and length of rental. as mentioned in the Reservation. The daily fee excludes VAT and local surcharge. In case of negligence such as not having taken measures to ensure the rental vehicle's safety and security, the Renter stays responsible for the full value of the loss.

### ***SLP THIRD PARTY LIABILITY***

Third party liability insurance is always included as imposed by Belgian law. In case of an accident with Vehicle and the Renter/rightful claimant is to blame, he shall have to pay the excess specified in the Reservation or in case of no agreed amount in the Reservation an excess of 371.84 EUR (excl. VAT) will be applicable

### ***TWP TIRES AND WINDSHIELD PROTECTION***

TWP tire and windshield protection waives the Renter's responsibility for any damage to tires and windshield of the rental vehicle to zero. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for Renters to qualify for this product. TWP ranges between €1.20 and €4.00 per day depending on car type and length of rental, Daily fee excluding VAT and local surcharge. In case of violation such as alcohol, drugs or any other misuse as stated in the T&C's, the Renter stays responsible for the full value of the damage.

### ***ZERO RISK PACK – SCDW + TP2 + TWP***

ZERO RISK PACK is a protection product that includes SCDW, TP2 and TWP resulting in an excess of zero, except if expressly mentioned different in the Reservation (an excess may still exist for certain car classes like Luxury cars and Commercial and Passenger Vans), for damage in case of accident, fire or

vandalism and/or theft or an attempt of theft of the rental vehicle or any of its parts. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for Renters to qualify for this product. ZERO RISK PACK ranges between €6.56 and €23.72 per day depending on car type and length of rental as mentioned in the Reservation. Daily fee excluding VAT and local surcharge. Third party liability excess and administration costs are reduced to zero except if expressly mentioned in the Reservation. In case of violation such as alcohol, drugs or any other misuse, the Renter stays responsible for the full value of the damage. In case of negligence such as not having taken measures to ensure the rental vehicle's safety and security, the Renter stays responsible for the full value of the loss.

### ***TP2 THEFT WAIVER***

- Reduces excess of TP1 THEFT PROTECTION to zero except if expressly mentioned different in the Reservation (an excess may still exist for certain car classes like Luxury cars and Commercial and Passenger Vans). Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for Renters to qualify for this product. TP2 Cost per day ranges between €1.20 and €5.20 depending on car type and length of rental as reflected in the Reservation. Daily fee excluding VAT and local surcharge. In case of negligence such as not having taken measures to ensure the rental vehicle's safety and security, the Renter stays responsible for the full value of the loss.

### ***CDW2 PARTIAL COLLISION DAMAGE WAIVER***

- Reduces excess of CDW1 to partial amount ranging between €300 and €850. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for renters to qualify for this product. Collision Damage Waiver (CDW2) ranges between €11.67 and € 21.67 per day depending on car type and length of rental. Daily fee excluding VAT and local surcharge. In case of violation such as alcohol, drugs or any other misuse, the renter stays responsible for the full value of the damage.

### ***SCDW SUPER COLLISION DAMAGE WAIVER***

- Reduces the renter's responsibility for damage in case of accident, fire or vandalism to the rental vehicle to ZERO except if expressly mentioned different in the Reservation (an excess may still exist for certain car classes like Luxury cars and Commercial and Passenger Vans). This product includes TWP tire and windshield protection. Purchase of TP1 Theft Protection and CDW1 collision damage waiver is conditional for renters to qualify for this product. SCDW rates range from € 5.8 to €20.5 per day depending on car type and length of rental, as mentioned in the Reservation Daily fee excluding VAT and local surcharge. Third party liability excess and administration costs are reduced to zero except if expressly mentioned different in the Reservation. In case of violation such as alcohol, drugs or any other misuse, the renter stays responsible for the full value of the damage.

### ***FUEL OPTIONS***

- The renter has to return the car with the same level of fuel as at departure except if he has chosen the option "Prepaid fuel". In this case the renter will pay a fee for the fuel as mentioned in the Reservation and he will not have to return Vehicle with a specific level of fuel.

In case the renter does not choose the "Prepaid fuel " option and the level of fuel is lower at return than at departure he will be considered as having automatically chosen the "Fuel Service" option.

In the latter, he will bear the difference in volume between departure and return at the official fuel price plus a service mark-up of up to 50% and a 12 EUR fixed fee (Excl. VAT) for refueling service .

### **ONE WAY FEE**

National one way rentals (between General Lease NV stations) are free of charge except if mentioned in the Reservation. International one-way rentals are subject to specific terms and conditions which are available at participating rental stations.

## (ii) For Rentals Originating in Italy

1. The National Car Rental Franchisee - Locauto Rent (hereinafter called "Owner") shall consign to the lessee (hereinafter called "Renter") the vehicle ("the vehicle" or "Vehicle") specified on the reservation in good conditions.

The vehicle, unless otherwise specified in the reservation, is provided with a full tank of fuel, and must be returned with the same amount of fuel at the end of the rental. Should Renter purchase the Fuel Prepaid Option service, Renter can return the vehicle with any level of fuel; the fuel not consumed won't be refunded. Vehicle is provided with the following accessories: warning triangle, standard tools kit, spare tyre or inflate kit, reflecting jacket, insurance green card, and all the documentation necessary for the circulation of the vehicle, including the insurance certificate and the related sticker, other than any other accessories listed on the Reservation. Upon delivery of the vehicle, Renter has the responsibility to check the status of the vehicle jointly with the car rental location staff, and is required to promptly report any damage or faults visible from outside and inside the vehicle not recorded on the form (the so-called "Check-out"). By signing the Check-out form, Renter acknowledges that he has received the vehicle in good working order and in any case in conditions complying with the conditions stated in the signed form. Upon return of the vehicle, Renter has the responsibility to check the status of the vehicle jointly with the car rental location staff. Otherwise, Renter recognizes the correctness and validity of the check carried out by the car rental location staff. Renter declares to have read and to have received the required explanations and, therefore, to know and accept the Rental Contract.

2. Owner guarantees that a liability insurance policy with a maximum higher than the limits prescribed by law has been subscribed. The insurance policy doesn't cover neither injuries suffered by the driver nor injuries due to Renter's liability, as specified in the policy terms and conditions whose excerpted clauses and conditions relevant for the purposes of this Rental Contract are available on the Owner website [www.locauto-rent.com](http://www.locauto-rent.com) and, upon Renter's request, in hard copy at each Owner rental station

. By subscribing to this Rental Contract, Renter declares to know, accept and undertake to respect the above mentioned clauses and conditions. By Renter's request, Owner is willing to provide an additional Protection Against Injuries service (PAI) covering the driver for personal injuries, within the limits and the conditions available on the Owner website [www.locauto-rent.com](http://www.locauto-rent.com) and upon Renter's request, in hard copy at each Owner rental station. Renter declares to know, accept and undertake to respect those clauses. This additional service erases also the liability for damages related to injuries, caused to the interior of the vehicle.

3. Owner shall refund Renter for all mechanical repairs in consequence of breakdowns, on condition that they have happened in Italy and authorized in writing by Owner beforehand and invoiced to Owner accordingly.

4. Renter shall pay Owner:

- a) at the car pick up: the deposit indicated, according to the rented car group, in the Rental Special Conditions available on the Owner website [www.locautorent.com](http://www.locautorent.com) and displayed on the reservation, under the section Deposits and Payments; the rental rate indicated on the reservation, other than any extra services required by Renter, when subscribing this Rental Contract, as indicated on the reservation, under the section "Subscribed costs and services details".
- b) at the car drop off: the amount necessary to restore the original fuel tank level, other than the refueling service; this obligation is waived when Renter purchases the Fuel Prepaid Option service; the excess related to damage and theft other than the related management fee; any eventual extra day charges; the delivery to a location different from the one of pick up (one-way fee); the roadside assistance, any penalties indicated in the Special Rental Conditions, where applicable, and any other amounts deriving from any kinds of services used by Renter. The drop off must be made within 24 hours or multiple of the date and time of delivery. Delays of more than 59 minutes will result in a surcharge of an additional rental day on top to the rate paid for the single day, increased by 50%; for delays of more than 24 hours, an amount equal to the rate paid for a single rental day or part of a day, increased by 100%, will be charged.
- c) after the car drop off: all expenses referred to any traffic fines, unpaid tolls and park-tickets not paid during the rental, other than management fees, and any amounts deriving from other services used by Renter, as indicated in Special Rental Conditions.

Renter and Renter's joint guarantor using a credit card for payment, accept that all the above-mentioned charges and any delayed charges, other than the ones described at point 8 of the Rental Contract, be debited to the credit card specified in the Renter's Profile. Debit cards and/or pre-paid cards (e.g. Visa Electron), ATM cards and cash are not accepted as method of payment. Renter producing a pre-paid voucher is bound jointly and severally with the issuing subject, in case of insolvency on the part of the issuing subject. Renter is in any case bound to pay to Owner all the extras described on the Rental Contract and in the reservation.

5. Renter and Renter's joint guarantor agree that:

- a) all the owed charges, directly and indirectly deriving from the rental, even after the billing, be debited to the credit card specified in the Renter's Profile;
- b) in case of pre-paid rental, all charges referred to extras not included in the pre-paid rate be debited;



6. Renter recognizes to not have any rights on the vehicle, or the accessories supplied, and therefore he acknowledges he can't dispose of it in any way, not even by way of pledge.

7. Renter shall not use or drive the vehicle nor allow that someone else use or drive the vehicle:

- a) in a Country not being part of the European Union plus Albania, Bosnia and Herzegovina, Macedonia, Montenegro, Norway, Switzerland and UK.
- b) for transport of persons or goods on behalf of third parties;
- c) for hire;
- d) for pushing or towing any vehicles;
- e) under the influence of drugs, intoxicants, alcoholic drinks, narcotics, or any other substances that could reduce man's capability to think and act;
- f) for participating in any race competitions or speed tests;
- g) for any illegal purposes or violation of the applicable laws and in any case of violation of the road regulation of the country in which the vehicle is driven;
- h) along uneven, unsurfaced, not public or country roads;
- i) by any persons acting not in conformity with the applicable laws or regulations;
- j) by any persons not indicated on the this Rental Contract or by Owner;
- k) for the expatriation of the vehicle on export basis;
- l) for driving lessons or driving practices;
- m) by any persons who has given to the Owner false personal details;
- n) by persons aged less than 19 and/or provided with a driving license with less than 1 year minimum validity; for engines major than 1.8 c.c petrol and major than 2.0 cc diesel engines, by persons aged less than 27 and with a driving license with less than 5 years minimum validity;
- o) by persons without a driving license valid in the country in which the vehicle is driven
- p) to use the vehicle with the due diligence
- q) in case of incorrect or contaminated refueling
- r) Renter also undertakes to not smoke and to not consent other passengers to smoke inside the vehicle

Save the proof of art. 1588 c.c., the violation of even one of the above obligations, and of the rules of Highway Code and/or behaviors different or contrary to the diligence of a good father of a family, will lead the charge to Renter for any damages caused to the vehicle. In the event of impounding of the vehicle, Renter undertakes to pay Owner, in addition to the agreed rental fee, an amount equal to the rate paid for the single day increased by 50%, until the day on which the Authority will release the vehicle to Owner.

8. Renter shall undertake:

- a) to provide correct personal details, age, address, and possession of the driving requisites prescribed by law; Renter also undertakes to provide to Owner a phone number and an e-mail address in order to ensure his availability in accordance with the purposes specified in this Rental Contract;
- b) to drive the vehicle and to look after it together with its accessories in an accurate way and in conformity with applicable laws;
- c) to ensure the ordinary maintenance of the vehicle, by greasing it and adjusting the level of all lubricants, brakes fluid and tyres pressure.
- d) to pay all expenses referred to any traffic fines, unpaid tolls and park-tickets connected with the rental, and to refund any expenses being sustained by Owner, other than management fees, as per the Rental Special Conditions;
- e) to exonerate Owner from any claims advanced from third parties because of injuries suffered by their personal properties or, in any case, properties transported in the rented vehicle.
- f) to verify and sign the "Check-in" form indicating the vehicle conditions at the time of return; a failure in signing the "Check-in form" will deprive the Renter of the right to raise further objections related to possible damage charges;
- g) to sign the form in which he states explicitly to not have suffered or caused any accident, even minor, in order to allow Owner to protect their rights against frauds or unsubstantiated claims;
- h) to return the vehicle to the same location, date and time specified on the reservation, in the same conditions and with the same equipment provided at the pick-up;
- i) to pay a surcharge in case of delivery to a location different from the one of pick-up (one way fee);
- l) to return the vehicle as soon as Owner should request it; in case of failure, Owner will be entitled to recover the possession of the vehicle with all means, even against Renter's will, and completely at Renter's expenses.
- m) Renter acknowledges that the rental shall start on the date and time when the vehicle and its keys are delivered by Owner and that it shall end on the date and time when the vehicle and its keys are returned to Owner. In case Renter returns the vehicle outside business hours or leaves the keys into the "key-box", the rental shall end on the date and time when the office opens again; along with the keys, Renter must enter in the above mentioned "key-box" a signed statement indicating place and time of delivery, mileage, fuel level and any damage caused to the car. Furthermore, Renter is in any case held liable for any damages found out on the vehicle at the opening time of the office; Renter is also liable for the appropriation of the vehicle or parts of the vehicle (windscreen wiper, antenna, lighter, etc.) by any third parties and for any reasons, other than for the keys left in the "key-box".

9. Renter shall compensate Owner for any damage or theft, even partial, save the proof of art. 1588 c.c.

Renter is always fully responsible of the damage caused to Owner, regardless of the provisions below, if at least one of the following circumstances happens:

1. **violation of government regulations and/or the Highway Code of the State where the vehicle is driven**
2. **use of the Vehicle for a purpose contrary to the law**
3. **use of the Vehicle in violation of the provisions of art. 7 of these General Conditions**
4. **car returned damaged without complaint stating how the accident happened and related documents, including C.A.I. form (friendly accident ascertainment)**
5. **failure to timely notify the competent authorities in case of total or partial theft or vandalism and those circumstances are proven by fine and/or Renter statement and/or C.A.I. form and/or ascertainment by the insurance companies.**

Except to the above cases, in case of accident, Renter participates to the loss suffered by Owner as follows:

- a) for the full amount of damage to glass (including glass roof) indicators, lights, tires, rims, wheels, mechanical parts, underbody, interiors and road assistance; for damage to other parts of the car, Renter participates for the maximum amount indicated as "damage excess" in the Special Rental Conditions and in the reservation
- b) when purchasing "Car Body Package" (CBP) the excess detailed at comma a) is erased
- c) when purchasing "Glass & Wheels" (G&W) Renter participates to the loss suffered by the Owner to what is detailed at comma a) excluding damage to glass (including glass roof) indicators, lights, tires, rims and wheels
- d) when purchasing "Deluxe Package" (DP), Renter eliminates completely his participation to the loss suffered by the Owner as indicated in the previous commas

In case of total or partial theft, regularly reported to the competent authorities, Renter participates to the loss suffered by Owner for the maximum amount indicated as "theft excess" in the Special Rental Conditions and in the reservation; when purchasing "Car Body Package" or "Deluxe Package" services, Renter eliminates his participation to the loss suffered by Owner.

Notwithstanding the above provisions, what indicated in the Special Rental Conditions and in the reservation, in case of total or partial theft occurred in the regions of Campania and Puglia, regardless of the rental location where the rental has started, the theft excess is doubled; when purchasing "Car Body Package" or "Deluxe Package" services, Renter is liable to Owner for a maximum amount equal to the amount indicated as "theft excess", and in any case for a value not less than € 1,800. Moreover, in case of total theft, Renter will compensate Owner for the amount corresponding to the full tank of fuel.

Damages are qualified and quantified according to the "Locauto Rent Damage Rate Table", available on the Owner website [www.locauto-rent.com](http://www.locauto-rent.com) and in hard copy at each Owner rental location, whose rates and application procedures are part of this contract. Where such qualification and quantification is not possible, Owner charges the amount specifically estimated.

Owner reserves the right not to repair the car immediately if the damage caused by Renter don't compromise its functionality.

**10.** In the event of accident, Renter is obliged to:

- a) inform immediately Owner and send the C.A.I. form thoroughly filled in within 24 hours or, in the absence of C.A.I. form, a detailed event report;
- b) inform the nearest police authority;
- c) not release any liability admission/declaration under any circumstances;
- d) take note of the details of all parties involved in the accident, eventual witnesses and also insurance companies (name, number of policy, agency) of all vehicles involved;
- e) provide Owner with any other useful information;
- f) follow Owner's instructions concerning the provision to be made for custody or repair of the vehicle.

In case of failure to perform any of the above-mentioned obligations, Renter shall be held liable for the damages suffered by the vehicle even in case of a potentially active accident.

Owner doesn't guarantee vehicle replacement in case of accident, damage and, in any case, out of Italy.

**11.** In the event of act of vandalism, theft or attempted theft of the vehicle, Renter must report the facts to the nearest Authorities (Polizia or Carabinieri) and deliver the original report to Owner; in case of total theft, Renter shall deliver to Owner the original keys of the vehicle and the antitheft device, if available, other than the original report. In case of total theft, Renter shall pay the total rental amount other than the related excess until the day Owner will receive the above mentioned report and keys. In case of failure in delivery of report and/or keys, Renter will be charged for an amount equal to the value of the vehicle and its accessories mentioned on the official list (VAT excluded), less 15%; in case of attempted theft and act of vandalism, failure in delivery of report will result in a penalty charged to Renter equal to the whole financial loss suffered by Owner.

**12.** Renter expressly and unconditionally authorizes Owner, or other person in charge of the same, to remotely monitor the proper use and operation of the Vehicle rented through satellite systems; Owner reserves the right to disclose information to the Judicial Authorities, Insurance Companies, Law Firms,

Companies specialized in theft and accidents prevention and management, and to use or permit its use for any action in its protection.

**13.** Whoever signs (or accepts) this Rental Contract in the name or on behalf of another person is bound jointly and severally with him regarding the obligations of this Rental Contract without the benefit of preventive enforcement. Renter who signs (or accepts) the Rental Contract is in any case liable for the behavior of any persons driving the vehicle.

**14.** Owner shall not be liable to Renter, driver or their family members for any damages suffered, including economic loss, both for personal injury, subject solely to the latter, the application of Articles 33 paragraph 2 letter a) and b) and 36, paragraph 2, letter a) of Legislative Decree 205/2006, and for damages resulting from failure or malfunction of the vehicle or car accidents.

Owner shall not even be liable for any kind of damage deriving from theft, riots, fires, earthquakes, war or any other Acts of God.

In the event of lost and found items, Owner will notify Renter, who must provide to recover or ship the item at his own expense; in the event that Renter fails to recover or ship within 30 days after the notice, the items will be considered abandoned and Owner won't be required to keep or return them.

**15.** If payment is not received within the established period, Owner is authorized to debit Renter the interest charges, according to D.Lgs. 09/10/2002 nr. 231 and following modifications.

**16.** Renter is entitled to file any possible complaints within 14 days after the end of the rental; Renter is entitled to file complaints related to charges made by Owner only after the payment of these charges and within 30 days from the charges date.

**17.** No modification to this Rental Contract shall be valid without the consent of a deputy provided with a written power of attorney.

**18.** In case of disputes regarding the correctness of the contents of this agreement, Owner's data and documents file will prevail among the parties.

b In the event of any disputes arising from differences between Italian and English version, the Italian version will prevail, since it expresses the exact will of the parties.

**20.** This Rental Contract is regulated by the Italian law. Any legal action concerning this agreement shall be discussed exclusively in the Court of Milan; Renters eligible as "consumers" have the option to raise any legal action to the Court where they reside or are domiciled.

**21.** Owner, pursuant to art. 13 of Legislative Decree. 30/06/2003 n. 196 (relating to the protection of personal data) informs that:

- a) the data provided by Renter to the finalization and during this Rental Contract, will be kept at the Owner registered office for the following purposes: recording, processing, documentation, commercial activities, storage, etc.;
- b) the provision of data is mandatory for the conclusion of this Rental Contract;
- c) the lack of data provision will prevent the conclusion of this Rental Contract and the course of its effects;
- d) the data processing will be carried out by Owner for the activities identified in paragraph a) as well as the for the following purposes:
  - process personal data to manage the rental and the commercial relationship, communicate with the Renter about or assist with the rental. Owner processes personal data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any additional drivers – data protection rights;
  - store personal data that relates to any incident arising from the Renter's dealings or an additional driver dealings with Owner if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. Owner processes personal data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Renter's – and any additional driver – data protection rights;
  - verify personal, driving and credit information (including personal data) provided by the Renter and any additional driver through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other sources. Owner processes personal data for this purpose on the basis of its legitimate interests in preventing fraud, when these interests are not overridden by the Renter's – and any additional drivers – data protection rights;
  - provide details of any accidents in which the Renter or any additional driver of the Vehicle are involved (including personal data) to relevant insurance databases. Owner process personal data for this purpose where necessary for the establishment, exercise or defense of legal claims;
  - provide personal data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period. Owner processes personal data for this purpose where necessary to ensure its compliance with applicable legal obligations; and
  - provide personal data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organization or authority on the basis of (i) contractual necessity, (ii)

compliance with a legal obligation and/or (iii) Owner's legitimate interests to recover any pending debt.

Owner reserves the right to communicate the data to companies belonging to the same group - including affiliates and / or subsidiaries - as well as parent company (possibly having branches abroad), as well as to companies, consultants, agencies and / or partners with whom commercial agreements for the rental of vehicles, or involving other services related to rental, have been made;

- e) The Vehicle may be equipped with (i) emergency notification functionalities ("eCall System") and (ii) telematics systems and infotainment ("Telematics Systems") which are independently controlled by the manufacturer ("OEM") of the Vehicle. The eCall System is provided in order to ensure that the Renter and any passengers receive appropriate assistance in the case of an emergency. In the event that a Vehicle has been reported as potentially or actually lost or stolen, Owner will request access to the necessary Telematics Systems data from the relevant OEM. Contact details of the OEMs along with their applicable privacy disclosure which may include system and service limitations, warranty exclusions, limitations of liability, descriptions of use, disclosure and retention of information, Renter's individual rights, and any data transfer outside the European Economic Area may be found on the OEM's websites or may be available via the Vehicle dashboard.

When Renter uses any satellite navigation or infotainment system in the Vehicle, Renter is responsible for any information that is stored in the systems as a result of such use. Owner cannot guarantee the privacy or confidentiality of such information, and Renter must wipe it before returning the Vehicle. If Renter does not do this, the next users of the Vehicle will be able to access this information.

- f) Renter shall be entitled to the rights under Art. 7 of Legislative Decree no. 196/2003;
- g) the holder of the data processing is Locauto Rent Spa with registered office at Via Gustavo Fara 39, 20124 Milan;
- h) the responsible for processing the data is Mr. Enrico Tamborini.

22 (a) Owner will disclose personal data to (i) EAN Data Services UK Ltd., (ii) Enterprise Holdings, Inc. and/or any of relevant subsidiaries (together "EHI") (for details please see EHI's Privacy Policy at <https://www.enterprise.co.uk/en/privacy-policy.html>), all acting as independent data controllers. Personal data will be shared for the following purposes:

- process personal data to manage the rental and the commercial relationship, communicate with the Renter about or assist with his rental. EHI processes personal data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery

of the requested services, when these interests are not overridden by the Renter's purpose on additional drivers' – data protection rights;

- store personal data that relates to any incident arising from the Renter's dealings or an additional driver's dealings with EHI if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. EHI processes personal data for this purpose on the basis of its legitimate interests in protecting its employees, other renters, the public and its property from safety or financial risks based on past renter conduct, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- process personal data in order to carry out phone customer satisfaction surveys. EHI processes personal data for this purpose on the basis of its legitimate interests in ensuring customer satisfaction of the services which it provides, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- send the Renter marketing communications (for instance by post or electronic communications) about similar products or services which EHI thinks may be of interest to him. This can include the provision of targeted advertising on EHI sites, selected partner sites and social networks. EHI processes personal data for this purpose on the basis of its legitimate interests in conducting such marketing, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights but, where required, will seek the Renter consent to do so at the time of data collection; and
- compile statistics and analysis about the Renter – and any applicable additional drivers' – use of EHI products and services, including statistics based on anonymized data, which enable EHI to provide the Renter and other renters in the future with better customer service, products, features and functionalities.

EHI participates in and is responsible for the processing of personal data received under the EU-U.S. Privacy Shield Framework. For more information regarding EHI's data transfer compliance or if the Renter has an unresolved privacy or data use concern that EHI has not addressed to the Renter's satisfaction, please see EHI's Privacy Policy to find out more information on how to contact EHI's third party dispute resolution provider.

- (b) Both Owner and EHI retain personal data for commercially reasonable periods of time or in accordance with specific laws or policies. Information collected for a specified purpose will only be used for that purpose and, after a reasonable period of time, will no longer be actively stored when that purpose has been fulfilled. Inactive data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes.



- (c) The Renter has the right to: (i) access and port his personal data (including in certain cases in a commonly used, machine readable format); (ii) have his personal data rectified (where it is inaccurate or incomplete), (iii) have his personal data erased where Owner or EHI no longer has any legitimate reasons to process it; (iv) have his personal data restricted; (v) object to Owner or EHI's processing of his personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.
- (d) If the Renter has any queries in relation to the above use of his personal data, he should contact Owner in the first instance.

### **(iii) For Rentals Originating in the Netherlands**

#### **Definitions and General principles**

"Renter" is the customer (main driver) who rents a Vehicle from Owner under this Rental Contract and who is entitled to drive the vehicle. For rentals originating in Netherlands,

"Owner" is Sharing Matters B.V., an independent licensee of National Car Rental.

"Vehicle" is the car that Owner is renting to Renter for the agreed duration of the Rental Contract and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to Vehicle (including glass, lights, tyres and mirrors) and any damage occurring to third party property where applicable.

#### **2. What does Renter need in order to rent a vehicle?**

Renter must hold and produce a driving licence valid in the Netherlands. The driving license must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the official languages in the Netherlands and/or in characters that cannot be read in the Netherlands or if the driving licence is otherwise not valid in the European Union. Please note that the international driving licence is valid only if accompanied by the normal driving licence.

Renter must also present a valid identity card or a valid passport.

Renter must be aged 18 or over to rent a car and have held a driving licence for at least one year. However, the age requirements may vary according to the vehicle category considered. A Young Driver Surcharge may be applicable in some instances. It is therefore strongly recommended to consult the relevant terms and conditions either at time of booking online, via your local National Car Rental Reservation Office or at time of rental.

The above requirements are also applicable to all additional drivers if any.

Renter must produce a valid corporate or personal credit card with an expiry date after the due check-in date.

For luxury and special models two credit cards (including at least one major credit card: American Express, Diners Club, Mastercard or Visa) are required and an authorisation will be requested on each. Details are available at an National Car Rental Reservation Service Centre or at the National Car Rental website. Please note that Owner accepts major credit cards such as American Express, Diners Club, Mastercard and Visa. Credit cards are accepted to the limits authorised by the credit card company.

#### **3. The vehicle: Condition, usage, breakdown assistance and maintenance/mechanical problems**

##### **3.1 Condition of the Vehicle**

Before leaving the rental location, Renter is required to check the condition of the vehicle. Where an apparent defect is found, Renter must immediately inform the Owner's employee in order to proceed with a joint-examination of the vehicle. In such a case, Owner and Renter must document the apparent defect to be countersigned by both parties.

Renter will return the Vehicle in the same condition as it was provided at the start of the rental. Renter is responsible for any repair or refurbishment costs and these will be added to the cost of the rental as well as a damage administration fee, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

##### **3.2 Use of Vehicle**

Vehicle must not be driven by anyone other than Renter and then only under the condition that Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

Renter is allowed to use Vehicle only in the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Italy, Liechtenstein, Luxembourg, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, United

Kingdom, Vatican. If Vehicle should be taken outside these listed countries please obtain Owner's prior written consent.

Some restrictions may apply with respect to:

- loading the vehicle on trains, boats, ferries or similar means of transportation;
- taking the vehicle from the mainland onto an island;
- taking of certain types of vehicles across borders. Renter is advised to check at the time of reservation.

Renter must take care of the vehicle, keep it in good repair and condition, pay any fines for which Renter may be liable, reimburse Owner for any damage to the vehicle, and refund Owner for any costs it incurs including an administration fee of EURO 50 plus Value Added Tax (VAT) per damage and an administration fee of EURO 25 plus Value Added Tax (VAT) per fine.

Vehicle will be provided to Renter with a full fuel tank. Renter must only refuel the vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be at your expense if the vehicle is not returned with a full tank. Owner is not responsible for reimbursing fuel purchased for the rental car.

Owner strongly recommends that Renter carefully read this information available at the counter of the Owner's rental station.

Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of Vehicle and for which Owner is charged, unless they have arisen through the fault of Owner. During the rental period Renter must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and Renter must respect the maintenance cycle of the vehicle as stated in the maintenance guide, if any.

When parking Vehicle, even for a short period, Renter undertakes to lock it and make use of the vehicle's alarm and/or immobilisation equipment. Renter must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

Renter undertakes to use Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a car, this means primarily carrying passengers other than for hire and reward.

In particular, Renter must not use Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,
- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the vehicle or causes Owner to lose time or money before it can rent the Vehicle again,
- transportation of live animals (with the exception of domestic pets, subject to prior authorisation).
- transportation with a roof rack, luggage carrier or similar, unless supplied by Owner,
- re-rental to or use by other persons, carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place, giving driving lessons,
- pushing or towing another vehicle (except those vehicles equipped by Owner with a towing-hook; maximum load 1,000 kg), or exceeding the authorised load weight.
- travelling on non-paved roads or on roads, the surface or state of repair of which could put the Vehicle's wheels, tires or its under body mechanics at risk,
- intentionally committing any offence i.e. failure to utilize seat belts or occupant restraint system.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk, in any way which breaks the highway Code, road traffic laws or any other laws.

Renter will be liable for any offence, non adherence to traffic regulations, committed during the rental period which relates in any way to your use of the Vehicle, as if Renter were the owner of the Vehicle.

Upon the request of the Police or any official body Owner may have to transfer Renter's personal data. Such transfer will be done in accordance with the data protection Laws of the Netherlands.

Owner's rental fleet is 100% smoke free. Renter will be assessed a cleaning fee of up to EURO 250 if Vehicle is returned and it smells of smoke.

In some countries, winter tyres may be mandatory in specified circumstances. In order to check the situation in Renter's country of destination, Renter must consult either at time of booking online, via Owner's Reservation Office or at time of rental.

### **3.3 Maintenance / Mechanical Problems**

Vehicle has been provided to Renter with a full set of tires in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, Renter undertakes to replace it immediately at your own expense with a tire of the same dimensions, type and wear characteristics.

Renter must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if Renter becomes aware of anything else which may indicate the presence of a mechanical problem with Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, Renter will be required to pay a distance charge according to the rates in force .

When the rental starts, the Vehicle will be roadworthy, fitted with the equipment obligatory in the Netherlands, clean, properly maintained and, in so far as it is or should be known to Owner, in a technically proper condition. If the Vehicle becomes road unworthy or unfit for normal use during the rental because of mechanical breakdown or accident, Renter must inform Owner.

Owner will have the choice between replacing Vehicle or accepting repairs to be done to Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by Owner as well as prior to accepting by Owner of the estimation of costs. Renter must be able to provide the name and station name of Owner accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Owner. If not, Owner reserves the right to request from Renter the remittance of the defective pieces and the paid invoice.

The fees and expenses of any repair undertaken without the order of Owner will not be reimbursed to Renter.

Renter must inform Owner, or one of its agents, of all accidents, damage to or breakdowns of the car, even those which may already have been repaired, when Renter return the vehicle. Renter will remain liable for any damages to Owner.

In any case, neither Owner nor its directors, officers or employees will be liable to Renter for any loss or damage (including but not limited to loss of profit or earnings) nor, to the extent permitted by the law, for indirect consequential damages whether Renter's action is based on contract or in tort.

### **3.4 Breakdown Assistance**

For the length of the rental, as agreed with Owner, Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling Owner the telephone number indicated in the Reservation or on the windscreen or on the key holder.

In order to benefit from this cover, Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If Renter does not contact the Breakdown and Assistance Service and if Renter initiates steps or make any disbursements without the prior consent of Owner, Renter will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply in the event of breakdown on

motorways and solely in this case. Consequently, the roadside repair or towing expenses will be reimbursed to Renter.

Call out costs related to breakdowns that are the driver's fault, including for flat batteries, lost keys, out of fuel service or keys locked in the vehicle are not covered under the Breakdown and Assistance Service as well as eventual costs to repair the vehicle and any travel costs to exchange the vehicle.

## **4. The Rental Period**

### **4.1 Principle and Calculation**

Renter undertakes to return the vehicle to Owner at the agreed place, on the date and at the time indicated in the Reservation.

The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time Vehicle is made available. However, a 59 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

If Renter returns Vehicle to any other Owner's rental station than the location reflected on the Reservation, repatriation costs will be charged to Renter.

Owner strongly recommends that Renter carefully reads this information available at counter.

### **4.2 Extension of the Original Duration of the Rental**

Should Renter wish to keep Vehicle for a period longer than originally set out in the Reservation, Renter must first contact Owner by phone in order to extend the duration of the rental (it may require Renter to come in person to an Owner location).

Vehicle is insured for the period mentioned in the Reservation. Unless otherwise agreed in writing by Owner, once this period is passed, Renter remains liable for any damages.

### **4.3 Delivery and Collection Terms**

Where Renter asks Owner, and Owner agrees in writing, to deliver the vehicle or to collect the vehicle, Renter may have to pay additional charges and follow additional instructions. Renter must check this at the time of reservation.

When Renter returns the vehicle, or if Owner has agreed Renter will do so, when Renter leaves the Vehicle for collection by Owner, Renter must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown in the Reservation . Renter must also do anything else, which Owner requests as a condition of agreeing to collect the vehicle.

Renter must return the Vehicle immediately if Owner asks Renter to do so. In the event that the Vehicle is not delivered to Owner upon request Renter hereby authorises Owner to enter Renter's premises and to do any and all other things necessary to repossess the Vehicle. Renter will be liable for any costs associated with such repossession. Owner may repossess any vehicle without notice or liability where Owner deems that such repossession is necessary for its own protection.

### **4.4 End of Rental**

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Owner's location. This must be done to a uniformed Owner employee and under no circumstances should Renter give the keys to any person present at the Owner's location and who Renter assume or who pretends to be an Owner employee.

If explicitly agreed to by Owner, the keys may be returned to the reception desk of a hotel.

If the Vehicle is returned without its keys, Renter will be invoiced for the cost of the replacement keys. Under no circumstances will Owner accept any liability for articles that may have been left in the Vehicle at the end of the rental.

Owner strongly recommends that Renter carefully read this information available at counter.

**Important note:** outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. Renter remains liable for any damages until an Owner employee takes possession of Vehicle, documents and keys when the Owner location opens.

### **In the event of confiscation, theft or accident**

In the event of measures by third parties, confiscation or impounding of the Vehicle, Renter must immediately inform Owner in writing. Owner will then be entitled to take all measures which it deems necessary to protect its rights. Renter will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to the vehicle unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of Vehicle.

Furthermore, the Rental Contract may be automatically terminated as soon as Owner is informed of such action by the legal authorities or by Renter.

Any use of the Vehicle which may be detrimental to Owner will entitle Owner to automatically terminate the rental agreement with immediate effect. Renter will then return the Vehicle immediately as soon as Owner requests.

In the event of theft of the vehicle, Rental Contract will be terminated as soon as Owner has received a copy of the theft declaration made by Renter to the police authorities.

In the event of an accident, it is required to report immediately to the appropriate police department, and Owner. A copy of the police report and fully completed Owner's incident report must be turned in to the rental location. The accident/incident report form is located in the car rental Contract will be terminated as soon as Owner has received a copy of the accident/incident report completed by Renter and, where applicable, the third party. If Owner provides a new vehicle, the Rental Contract will be amended accordingly.

Furthermore, Owner will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported, or which are found in the vehicle including, in particular, baggage and/or goods.

### **5. Rates**

The total charges for each rental will be determined according to the price list applicable at the time of rental. If Renter does not meet the preconditions for a contractual rate, then the agreed standard rate is to be paid. In the event of one-way rental, the one-way rate is applicable.

### **6. Terms of Payment**

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental. The minimum amount of the authorisation will be determined by multiplying the rate by the rental period reserved by Renter and other relevant charges. This amount is not debited. It is held on the card holder's bank account until the final rental charge amount is debited.

Unless Renter presents another means of payment as accepted by Owner, the invoiced amount will be charged to the credit card provided, when Vehicle is returned. Any charges for damages, fines, taxes, penalties and the related Administration Fees belonging to the rental period can also be debited from the credit card after the return of Vehicle.

In the event of non-payment by the due date shown on the invoice, Renter will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Owner to require immediate return of any vehicles still on rent and to terminate the agreements relating to such rentals.

Owner shall furthermore be entitled to charge the other party for all judicial and extra judicial costs incurred after expiry of the payment term. The extra judicial costs can be set by Owner at 15 per cent of the total invoice amount, subject to a minimum of EUR 250, without prejudice to the right of Owner to claim compensation of the actual collection costs incurred.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of the Reservation, and correspond to the characteristics Renter originally indicated at the time of reservation (such as vehicle type rental, duration, return station). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should Vehicle not be returned with a full fuel tank, Renter will be charged for the missing quantity of fuel and for the refueling service according to the tariffs in force.

Owner strongly recommends that Renter carefully read this information available at counter.

## **7. Insurances**

All the vehicles in the Owner's fleet are insured against Bodily Injury and/or Property Damage that Renter might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request. In particular, Renter must comply with the rule concerning permitted destinations, as set out in the article "use of the vehicle" above, in order to have the full benefit of the insurance provisions.

**Important note:** Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved.

### **7.1 Liability in the Event of Damage to the Vehicle or Theft or Conversion thereof**

**7.1.1 Renter will be liable for any damages to Owner when renting a vehicle that has been entrusted to Renter.** Therefore, in the event of theft of Vehicle or damages caused to it, Renter must fully indemnify Owner (the indemnification will include the amounts corresponding to the repair costs, resale value of the vehicle, loss of use, administration charges). The amount will not exceed the market value of the rented Vehicle at the time of the event. This liability may be reduced if Renter opted for the "reduced liability" plan as defined in article above. Therefore, at the end of the rental, in the event of damage or theft, Renter will be debited with an amount equal to the non-waivable excess charge according to the tariffs in force. In the event of light damage, Renter will be debited according to the provisions of section 7.1.2.

Renter is advised that any waivers he/she may have chosen will be invalidated if Renter fails to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuses or misuses it.

Renter will not be exempt from liability towards Owner in the case of breach of contract. Therefore, Renter will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by other people. Renter agrees to pay any amounts Owner spends in enforcing these terms.

Therefore, in any case, neither Owner nor its officers, directors, employees will be liable to the contracting party for any amounts nor for any actions, lawsuits or claims related to any direct, indirect, consequential damages (such as loss of business, loss of profit) arising out of or in connection with the rental or the use of any vehicle whether the action is based on contract or in tort. Renter will indemnify and hold Owner harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of Vehicle.

If the loss suffered by Owner is subsequently reduced (recovery of the vehicle within 60 days, partial or total liability on the part of the third party), Renter will receive the corresponding reimbursement.

#### **7.1.2 Light damage (valid only if applicable)**

Both at check-out and check-in Owner will, together with Renter, document all visible light damage to a Vehicle. At the end of the rental i.e., at check-in, the identification of any new light damage must be documented. Any new light damage will be immediately pointed out to Owner and documented by Owner and Renter. This damage will be charged to Renter at the repair price.

The repair costs will be directly billed to Renter by Owner and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the Rental Contract.

Owner strongly recommends that Renter carefully read this information available at the counter.

**7.2 Summary of the Optional Contractual Guarantees Offered by Owner** All the following guarantees are only applicable for the duration of the Rental Contract and subject to compliance with the requirements of the terms of Section 4.

Renter acknowledges that he/she has read and understood the following summary of the terms relating to optional Exoneration and/or Limitation of Liability ("ELL") guarantees, and that Renter may elect to choose any of the optional ELL guarantees by so indicating on Renter's profile or at the counters.

**CDW (Collision / Damage Waiver):** If chosen and indicated in Renter's Profile or if included in the rate, this facility will limit Renter's liability for any damage to the Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge.

**NWC (Non-Waivable Charge):** Fixed amount charged for every rental for which CDW has been taken out and where the Vehicle is returned damaged, and the repair costs are not recovered from a third party. The amount of the Non- Waivable Charge may vary from time to time. CDW does not cover roof, tires and windscreens, broken/loss of keys or contamination of fuel. Details are available at time of rental.

**PAI (Personal Accident Insurance):** If chosen and indicated in Renter's Profile or if included in the rate, this option provides a financial indemnity for Renter and passengers (subject to permitted number of occupants in the Vehicle) in the event of death or permanent disability. The amounts vary depending on whether an adult or a child is involved. Similarly, Partial Disability may lead to lower payment or to no payment at all if disability percentage is below a certain threshold.

The PAI coverage is provided by Insurance Company. The terms and conditions of this coverage are contained in a master policy, a copy of which is available upon request. By accepting the PAI coverage Renter agrees to the terms and conditions of the master policy.

**TW / TP (Theft Waiver / Theft Protection):**

If chosen and indicated in Renter's Profile or if included in the rate, this relieves Renter of financial liability in the event of the Vehicle being stolen, except where incurred through negligence and/or breach of contract.

Subscribing to the CDW option alone does not necessarily provide this cover. TW/TP is strongly recommended in the Netherlands. It is subject to a non-waivable charge.

## **8. Data Protection Law**

**8.1** Owner, acting as an independent data controller, may use Renter's personal data (and the personal data of any additional driver) collected in connection with this Rental Contract or any related agreement or service ("Renter Personal Data"), and disclose it, for the following purposes:

- process Renter Personal Data to manage the rental and the commercial relationship, communicate with the Renter about or assist with the rental. Owner processes Renter Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- store Renter Personal Data that relates to any incident arising from the Renter's dealings or an additional driver's dealings with Owner if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. Owner processes Renter Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Renter's – and any additional driver's – data protection rights;
- verify personal, driving and credit information (including Renter Personal Data) provided by the Renter and any additional driver through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other sources. Owner processes Renter Personal Data for this purpose on the basis of its legitimate interests in preventing fraud, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;



- provide details of any accidents in which the Renter or any additional driver of the Vehicle are involved (including Renter Personal Data) to relevant insurance databases. Owner process Renter Personal Data for this purpose where necessary for the establishment, exercise or defence of legal claims;
- provide Renter Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period. Owner processes Renter Personal Data for this purpose where necessary to ensure its compliance with applicable legal obligations; and
- provide Renter Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organization or authority on the basis of (i) contractual necessity, (ii) compliance with a legal obligation and/or (iii) Owner's legitimate interests to recover any pending debt.

**8.2.** Owner will disclose Renter Personal Data to (i) EAN Data Services UK Ltd., (ii) Enterprise Holdings, Inc. and/or any of relevant subsidiaries (together "EHI") (for details please see EHI's Privacy Policy at <https://www.enterprise.co.uk/en/privacy-policy.html>), all acting as independent data controllers. Renter Personal Data will be shared for the following purposes:

- process Renter Personal Data to manage the rental and the commercial relationship, communicate with the Renter about or assist with his rental. EHI processes Renter Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any additional drivers' -- data protection rights;
- store Renter Personal Data that relates to any incident arising from the Renter's dealings or an additional driver's dealings with EHI if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other renters, the public and its property from safety or financial risks based on past renter conduct, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- process Renter Personal Data in order to carry out phone customer satisfaction surveys. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in ensuring customer satisfaction of the services which it provides, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- send the Renter marketing communications (for instance by post or electronic communications) about similar products or services which EHI thinks may be of interest to him. This can include the provision of targeted advertising on EHI sites, selected partner sites and social networks. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in conducting such marketing, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights but, where required, will seek the Renter consent to do so at the time of data collection; and
- compile statistics and analysis about the Renter – and any applicable additional drivers' – use of EHI products and services, including statistics based on anonymized data, which enable EHI to provide the Renter and other renters in the future with better customer service, products, features and functionalities.

EHI participates in and is responsible for the processing of personal data received under the EU-U.S. Privacy Shield Framework. For more information regarding EHI's data transfer compliance or if the Renter has an unresolved privacy or data use concern that EHI has not addressed to the Renter's satisfaction, please see EHI's Privacy Policy to find out more information on how to contact EHI's third party dispute resolution provider.

**8.3.** Both Owner and EHI retain Renter Personal Data for commercially reasonable periods of time or in accordance with specific laws or policies. Information collected for a specified purpose will only be used for that purpose and, after a reasonable period of time, will no longer be actively stored when that purpose has been fulfilled. Inactive data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes.

**8.4.** The Renter has the right to: (i) access and port his personal data (including in certain cases in a commonly used, machine readable format); (ii) have his personal data rectified (where it is inaccurate or incomplete), (iii) have his personal data erased where Owner or EHI no longer has any legitimate reasons to process it; (iv) have his personal data restricted; (v) object to Owner or EHI's processing of his personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.

**8.5.** If the Renter has any queries in relation to the above use of his Renter Personal Data, he should contact Owner in the first instance.

## **9. Applicable law and disputes**

9.1 For rentals originating in the Netherlands all legal relationships to which Owner is a party shall be exclusively governed by the laws of the Netherlands.

9.2 The District Court in the registered place of business of the National Car Rental franchisee, Sharing Matters B.V. has exclusive jurisdiction to hear all disputes, unless imperatively prescribed otherwise by law. Owner nevertheless has the right to submit the dispute to the court which, according to the law, has jurisdiction.

9.3 The parties shall only appeal to the courts once they have made every effort to resolve the dispute by mutual consultation.

## **10. Company's Information**

For rentals originating in Netherlands, Owner is an independent Franchisee, Sharing Matters B.V.

Harry Banninkstraat 129

1011DD Amsterdam

The Netherlands

Director: Thomas Wolters

VAT-Number: NL852862933B01

Chamber of Commerce Number: 58076468

Chamber of Commerce: Amsterdam

Member of BOVAG

### **(iv) For Rentals in Switzerland**

#### **1. Definitions and General principles**

"Renter" is the customer (main driver) who rents a Vehicle from Owner under the Rental Contract and who is entitled to drive the vehicle.

"Owner" is the National Car Rental franchisee from which Renter rents the Vehicle in Switzerland.

"Vehicle" is the car that Owner is renting to Renter for the agreed duration of the Rental Contract and will include all parts and accessories fitted to it at the commencement of the rental.

"Damage" is any damage occurring to the Vehicle (including glass, lights and mirrors) and any damage occurring to third party property where applicable.

#### **2. What do you need in order to rent a Vehicle?**

Renter must hold and produce a driving licence valid in Switzerland. The driving licence must have been issued by authorised authorities at least 12 months before the date of the commencement of the rental. In addition to the normal driving licence, an international driving licence is also mandatory if the driving licence is written in a language different to the official languages in Switzerland and/or in characters that can not be read in Switzerland or if the driving licence is not otherwise valid in the European Union. Please note that the international driving licence is valid only if accompanied by the normal driving licence.

When the rental is made outside Renter's country of residence Renter must also present a valid identity card or a valid passport. These identification documents are generally not requested if Renter is a Swiss resident, except in some specific cases such as certain special or luxury vehicles.

Renter must be aged 21 or over to rent a car and have held a driving licence for at least one year. However, the age requirements may vary according to the vehicle category considered. A Young Driver Surcharge may be applicable in some instances. When renting a vehicle, a driver qualified as a "young driver" pays a

specific charge - the "Young Driver Surcharge". The above requirements are also applicable to all additional drivers if any.

Renter must produce a valid corporate or personal credit card with an expiry date after the due check-in date (minimum 4 weeks).

For luxury and special models two credit cards (including at least one major credit card: Visa, MasterCard, American Express) are required and an authorisation will be requested on each. Details are available at a National Car Rental Reservation Service Centre or at the National Car Rental website.

Please note that National Car Rental accepts major credit cards such as American Express, Mastercard, and Visa. As certain credit card companies may not be represented, it is advisable to verify in advance the acceptance of a given card. Credit cards are accepted to the limits authorised by the credit card company. Maestro Cards are not accepted in Switzerland.

Please refer to the section "Terms of Payment" for additional information.

### **3. The Vehicle: condition, usage, breakdown assistance and maintenance/mechanical problems**

#### **3.1 Condition of the Vehicle.**

Before leaving the rental location, Renter is required to check the condition of the Vehicle. Where an apparent defect is found which is not already listed in the document, you must immediately inform the Owner's employee at the counter in order to proceed with a joint-examination of the Vehicle. In such a case, Renter and Owner must document the apparent defect and duly countersigned by both parties. If the document is not countersigned by both parties, the condition of the Vehicle will be considered that you received the Vehicle in proper working condition.

Renter will return the Vehicle in the same condition as it was provided at the start of the rental. Renter is responsible for any repair or refurbishment costs and these will be added to the cost of the rental, subject to the conditions of the section "Summary of Optional Guarantees" as set out below.

#### **3.2 Use of the Vehicle**

Vehicle must not be driven by anyone other than Renter and then only under the condition that Renter's ability to drive is not in any way impaired by mental or physical incapacity or restricted by the Law.

If Renter wishes to take the Vehicle outside of Switzerland, you must obtain Owner's prior written consent.

Some restrictions may apply with respect to: - loading the Vehicle on trains, boats, ferries or similar means of transportation; - taking the Vehicle from the mainland onto an island; - taking certain types of Vehicles across borders. Renter is advised to check at the time of reservation.

Renter must take care of the Vehicle, keep it in good repair and condition, pay any fines for which he/she may be liable, reimburse Owner for any damage to the vehicle, and refund Owner for any costs it incurs. An Admin Fee (CHF 50-CHF300) for fines & car damage will be charged.

Vehicle will be provided to Renter with a full fuel tank. Renter must only refuel the Vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be at Renter's expense if the Vehicle is not returned with a full tank. Owner is not responsible for reimbursing fuel purchased for the vehicle.

Owner strongly recommends that Renter carefully read this information available at the counter of the National Car Rental rental station.

Renter is liable for all fees, taxes, fines and penalties incurred in connection with the use of the Vehicle and for which Owner is charged, unless they have arisen through the fault of Owner.

During the rental period Renter must carry out the usual checks (engine oil level, tire pressure, etc.) as would any careful user and Renter must respect the maintenance cycle of the Vehicle as stated in the maintenance guide, if any.

When parking the Vehicle, even for a short period, Renter undertakes to lock it and make use of the Vehicle's alarm and/or immobilisation equipment. Renter must never leave the Vehicle unoccupied with the keys in the ignition. Non-return of the keys will lead to invalidation of the theft cover.

Renter undertakes to use the Vehicle in a responsible manner and in particular, only for the purposes for which it is intended. For a vehicle, this means primarily carrying passengers other than for hire and reward.

In particular, Renter must not use the Vehicle under any of the following conditions or for any of the following purposes:

- driving the Vehicle under the influence of alcohol, drugs or any other type of narcotic substances,
- transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- carrying anything which, because of its smell or condition, harms the Vehicle or causes Owner to lose time or money before it can rent the Vehicle again,
- transportation of live animals (with the exception of domestic pets, subject to prior authorisation).
- with a roof rack, luggage carrier or similar, unless supplied by Owner
- re-rental to or use by other persons,
- carrying passengers for hire or reward,
- participating in rallies, competitions or trials, wherever they may take place,
- giving driving lessons,
- pushing or towing another vehicle (except those vehicles equipped by National Car Rental or Owner with a towing-hook; maximum load 1,000 kg), or exceeding the authorised load weight.
- travelling on non-paved roads or on roads, the surface or state of repair of which could put the Vehicle's wheels, tires or its under body mechanics at risk,
- intentionally committing any offence, i.e. failure to utilize seat belts or occupant restraint system.
- none of the goods and baggage carried in the Vehicle, including their packing and stowage equipment, will be permitted to damage the Vehicle, nor put the occupants abnormally at risk,
- in any way which breaks the Highway Code, road traffic laws or any other laws.

Renter will be liable for any offence committed during the rental period which relates in any way to Renter's use of the vehicle, as if Renter were the owner of the Vehicle. Upon the request of the Police or any official body Owner may have to transfer Renter's personal data. Such transfer will be done in accordance with the data protection laws of Switzerland.

Owner rental fleet is 100% smoke free. A sticker has been placed on every vehicle that will remind all renters that every vehicle is not to be smoked in and that renters will be assessed a cleaning fee of up to CHF 500 if the Vehicle is returned and it smells of smoke.

In some countries, winter tyres may be mandatory in specified circumstances. In order to check the situation in Renter's country of destination, please consult either at time of booking online, via Renter's local National Car Rental Reservation Office or at time of rental.

### **3.3 Maintenance / Mechanical Problems**

The Vehicle has been provided to Renter with a full set of tires in good condition. In the event that any of them is damaged for any reason other than normal wear and tear, Renter undertakes to replace it immediately at Renter's own expense (with prior instruction & approval from Owner) with a tire of the same dimensions, type and wear characteristics.

Renter must stop the Vehicle if any of the instrument panel warning lights, which are intended to indicate the existence of a mechanical problem, light up, or if Renter becomes aware of anything else which may indicate the presence of a mechanical problem with the Vehicle.

If the odometer has stopped functioning for any reason other than a technical failure, Renter will be required to pay a distance charge according to the rates in force.

When the rental starts, the Vehicle will be roadworthy and fit for normal use. If it is not, or if it becomes road unworthy or unfit for normal use during the rental because of mechanical breakdown or accident, Renter must inform Owner or telephone the emergency number shown on the wallet of the Rental Contract.

Owner will have the choice between replacing the Vehicle or accepting repairs to be done to the Vehicle. In the latter case, repairs can only be made after written or oral confirmation from and instructions given by Owner as well as prior to accepting by Owner of the estimation of costs. Renter must be able to provide the name and station name of Owner accepting the repairs. Without prejudice to any question of liability, the expenses for the repairs may be charged directly to Owner. If not, Owner reserves the right to request from Renter the remittance of the defective pieces and the paid invoice.

The fees and expenses of any repair undertaken without the order of Owner will not be reimbursed to Renter.

Renter must inform Owner, or one of its agents, of all accidents, damage to or breakdowns of the Vehicle, even those which may already have been repaired, when Renter returns the Vehicle. Renter will remain liable for any damages to Owner.

In any case, neither Owner nor its directors, officers or employees will be liable to Renter for any loss or damage (including but not limited to loss of profit or earnings...) nor, to the extent permitted by the Law, for indirect consequential damages whether Renter's action is based on contract or in tort.

### **3.4 Breakdown Assistance**

For the length of the rental, as agreed with Owner, Renter has the benefit, at no extra cost, of a Breakdown and Assistance Service. If required, this service can be contacted by calling the telephone number indicated in the Reservation or on the windscreen or on the key holder.

In order to benefit from this cover, Renter must make contact with the Breakdown and Assistance Service immediately after the occurrence of the incident. If Renter does not contact the Breakdown and Assistance Service and if Renter initiates steps or make any disbursements without the prior consent of Owner, Renter will not be able to claim for reimbursement of the expenses. The rule of prior approval does not apply in the event of breakdown on motorways and solely in this case. Consequently, the roadside repair or towing expenses will be reimbursed to Renter.

## **4. The Rental Period**

### **4.1 Principle and Calculation**

Renter undertakes to return the vehicle to Owner at the agreed place, on the date and at the time indicated on the Reservation.

The maximum duration of the rental may vary. The rental duration is calculated on the basis of indivisible periods of 24 hours, starting from the time the Vehicle is made available. However, a 30 minute grace period is applied at the end of the rental before the start of a new 24-Hour period.

If Renter returns the Vehicle to any other Owner rental station than the agreed location on the reservation or by Owner, repatriation costs will be charged to Renter.

Owner strongly recommends that Renter carefully reads this information available at counter.

## **4.2 Extension of the Original Duration of the Rental**

Should Renter wish to keep the Vehicle for a period longer than originally specified in the Reservation, Renter must first contact by phone Owner in order to extend the duration of the Rental Contract (this may require Renter to come in person to an Owner location). Maximum rental is 30 days.

The Vehicle is insured for the period mentioned on the Reservation. Unless otherwise agreed in writing by Owner, once this period is passed, the Renter remains liable for any damages to Owner.

## **4.3 Delivery and Collection Terms**

Where Renter asks Owner, and Owner agrees in writing, to deliver the Vehicle or to collect the Vehicle, Renter may have to pay additional charges and follow additional instructions. Renter must check this at the time of reservation.

When Renter returns the Vehicle, or if Owner has agreed Renter will do so, when Renter leaves the Vehicle for collection by Owner, Renter must complete the details of the date and time of return, the mileage and fuel gauge reading and other information shown in the Reservation wallet. Renter must also do anything else, which Owner requests as a condition of agreeing to collect the Vehicle.

Renter must return the Vehicle immediately if Owner asks Renter to do so. In the event that the Vehicle is not delivered to Owner upon request Renter hereby authorises Owner to enter Renter's premises and to do any and all other things necessary to repossess the Vehicle. Renter will be liable for any costs associated with such repossession.

Owner may repossess any Vehicle without notice or liability where Owner deems that such repossession is necessary for its own protection.

## **4.4 End of Rental**

The end of the rental is defined by the return of the Vehicle and of its keys to the rental counter at the agreed Owner's rental location. This must be done to a uniformed Owner employee and under no circumstances should Renter give the keys to any person present at the Owner's rental location and who Renter assumes or who pretends to be an Owner employee.

If explicitly permitted by Owner, the keys may be returned to the reception desk of a hotel.

If the Vehicle is returned without its keys, Renter will be invoiced for the cost of the replacement keys. Under no circumstances will Owner accept any liability for articles that may have been left in the Vehicle at the end of the rental.

Owner strongly recommends that Renter carefully reads this information available at counter.

**Important note:** outside the normal opening hours, depositing the keys and documents in a letter box does not constitute the end of the rental. Renter remains liable for any damages until an Owner employee takes possession of the Vehicle, documents and keys when the Owner location opens.

### **4.4.1 In the event of confiscation, theft or accident**

In the event of measures by third parties, including attachment, confiscation or impounding of the Vehicle, Renter must immediately inform Owner in writing. Owner will then be entitled to take all measures which it deems necessary to protect its rights. Renter will be liable for all damage, cost and/or expenses associated with the above measures and for any direct, indirect, consequential damages (such as loss) to the Vehicle unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of the Vehicle.

Furthermore, the Rental Contract may be automatically terminated as soon as Owner is informed of such action by the legal authorities or by Renter.

Any use of the Vehicle which may be detrimental to Owner will entitle Owner to automatically terminate the Rental Contract with immediate effect. Renter will then return the Vehicle immediately as soon as Owner requests.

In the event of theft of the Vehicle, the Rental Contract will be terminated as soon as Owner has received a copy of the theft declaration made by Renter to the police authorities.

In the event of an accident, it is required to report immediately to the appropriate police department, and Owner. A copy of the police report and fully completed Owner incident report must be turned in to the rental location. The accident/incident report form can be obtained from Owner at Owner's locations in Switzerland.

The Rental Contract will be terminated as soon as Owner has received a copy of the accident/incident report completed by Renter and, where applicable, the third party. If Owner provides a new Vehicle, the Rental Contract will be amended accordingly.

Furthermore Owner will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vehicle including, in particular, baggage and/or goods.

## **5. Rates**

The total charges for each rental will be determined according to the price list applicable at the time of rental. If Renter does not meet the preconditions for a contractual rate, then the standard rate is to be paid.

In the event of one-way rental, the one-way rate is applicable.

## **6. Terms of Payment**

When payment is made by means of a credit card, an authorisation will be requested prior to the start of the rental. The minimum amount of the authorisation will be determined by multiplying the rate by the rental period reserved by Renter and other relevant charges. This amount is not debited. It is held on the card holder's bank account until the final rental charge amount is debited. When the Vehicle is returned, the invoiced amount will be charged to the credit card reflected on Renter's Profile, unless Renter presents another means of payment.

In the event of non-payment by the due date shown on the invoice, Renter will be liable, for payment of interest on the due amount in accordance with the details on the invoice, if any.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise Owner to require immediate return of any Vehicles still on rent and to terminate the agreements relating to such rentals.

The tariffs applicable to the rental, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the Rental Contract, and correspond to the characteristics Renter originally indicated at the time of reservation (such as vehicle type rental, duration, return station). Any modification in the characteristics will entail the use of an appropriate alternative tariff.

Should the Vehicle not be returned with a full fuel tank, Renter will be charged for the missing quantity of fuel and for the refuelling service according to the tariffs in force, unless Renter has subscribed to the full tank option.

Owner strongly recommends that Renter carefully reads this information available at counter

## **7. Insurances**

All the vehicles in the Owner's fleet are insured against Bodily Injury and/or Property Damage that Renter might inflict on a third party as a result of an accident involving the Vehicle. The amounts for such liability cover are available on request. In particular, Renter must comply with the rule concerning permitted

destinations, as set out in the article "use of the vehicle" above, in order to have the full benefit of the insurance provisions.

**Important note:** Damage to the under body-work and/or roof due to collision with bridges, tunnels, overhanging structures etc., is excluded from the damage cover, unless force majeure can be proved. Exceptions to this regulation may apply in some countries.

## **7.1 Liability in the Event of Damage to the Rental Vehicle or Theft or Conversion thereof**

**7.1.1 Renter will be liable for any damages to Owner when renting a Vehicle that has been entrusted to Renter.** Therefore, in the event of theft of the vehicle or damages caused to it, Renter must fully indemnify Owner (the indemnification will include the amounts corresponding to the repair costs, resale value of the Vehicle, loss of use, administration charges...). The amount will not exceed the market value of the Vehicle at the time of the event.

This liability may be reduced if Renter opted for the "reduced liability" plan as defined in article above. Therefore, at the end of the rental, in the event of damage or theft, Renter will be debited with an amount equal to the non-waivable excess charge (if CDW/TP taken) according to the tariffs in force. In the event of light damage, Renter will be debited according to the provisions of section 7.1.2.

Renter is advised that any waivers Renter may have chosen will be invalidated if Renter fails to take reasonable measures for the safety of the Vehicle, its parts or accessories, or fail to comply with all restrictions on the use of the Vehicle or otherwise abuse or misuse it.

Renter will not be exempt from liability towards Owner in the case of breach of contract. Therefore, Renter will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by other people. Renter agrees to pay any amounts Owner spends in enforcing this Rental Contract.

Therefore in any case, neither Owner nor its officers, directors, employees will be liable to the Renter for any amounts nor for any actions, law suits or claims related to any direct, indirect, consequential damages (such as loss of business, loss of profit) arising out of or in connection with the rental or the use of any Vehicle whether the action is based on contract or in tort. Renter will indemnify and hold Owner harmless from all claims, liabilities, damages, losses or expenses arising out of the rental and/or the use of the Vehicle.

If the loss suffered by Owner is subsequently reduced (recovery of the vehicle within 60 days, partial or total liability on the part of the third party), Renter will receive the corresponding reimbursement.

### **7.1.2 Light damage (valid only if applicable)**

Both at check-out and check-in Owner will, together with Renter, document all visible light damage to a vehicle in compliance with the detailed list of light damages and repair costs displayed at the counter which Renter hereby acknowledges.

At check-out non-repaired damage must be documented with the appropriate signatures by Renter and the Owner's representative. At the end of the rental i.e., at check-in, the identification of any new light damage must be documented. Any new light damage will be immediately pointed out to Owner, documented, and signed by Renter and the Owner's representative. This damage will be charged to Renter at the repair price mentioned in the list displayed at the counter. Where this option is available, Renter will approve by signing electronically or by signing the relevant paper document.

These repair costs will be directly billed to Renter by Owner and will include the cost of the damage repair as well as administration charges, immobilisation costs, loss of use, spare parts and labour costs. The



above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the rental agreement.

Owner strongly recommends that Renter carefully reads this information available at counter

## **7.2 Summary of the Optional Contractual Guarantees Offered by Owner**

All the following guarantees are only applicable for the duration of the Rental and subject to compliance with the requirements of the terms of Section 4.

Renter acknowledges that Renter has read and understood the following summary of the terms relating to optional Exoneration and/or Limitation of Liability ("ELL") guarantees and that Renter may elect to choose any of the optional ELL guarantees by so indicating on Renter's Profile or at the counter

–LDW (Loss Damage Waiver): If chosen and indicated in Renter's Profile or if included in the rate, this facility will limit Renter's liability for any damage to the Vehicle which is not otherwise recovered from a third party, subject to the Non-Waivable Charge. Exceptions to this regulation may apply in some countries.

–NWC (Non-Waivable Charge): Fixed amount charged for every rental for which LDW has been taken out and where the Vehicle is returned damaged and the repair costs are not recovered from a third party. The amount of Non-Waivable charge may vary from time to time. Details are available at time of rental.

–PAI (Personal Accident Insurance): If chosen and indicated in Renter's Profile or if included in the rate, this option provides a financial indemnity for Renter and passengers (subject to permitted number of occupants in the vehicle) in the event of death or permanent disability. The amounts vary from country to country and may also vary depending on whether an adult or a child is involved. Similarly, Partial Disability may lead to lower payment or to no payment at all if disability percentage is below a certain threshold.

Some countries may also provide reimbursement of medical costs under this option.

The PAI coverage is provided by Insurance Company. The terms and conditions of this coverage are contained in a master policy, a copy of which is available upon request. By accepting the PAI coverage Renter agrees to the terms and conditions of the master policy.

– TW / TP (Theft Waiver / Theft Protection):

If chosen and indicated in Renter's Profile or if included in the rate or taken as part of LDW, this relieves Renter of financial liability in the event of the Vehicle being stolen, except where incurred through negligence and/or breach of contract.

\Subscribing to the LDW option alone does not necessarily provide this cover. TW/TP may be mandatory in some countries and is strongly recommended in many countries. It may be subject to a non-waivable charge.

## **8. Data Protection Law**

**8.1** Owner, acting as an independent data controller, may use Renter's personal data (and the personal data of any additional driver) collected in connection with the Rental Contract or any related agreement or service ("Renter Personal Data"), and disclose it, for the following purposes:

- process Renter Personal Data to manage the rental and the commercial relationship, communicate with the Renter about or assist with the rental. Owner processes Renter Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in

ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;

- store Renter Personal Data that relates to any incident arising from the Renter's dealings or an additional driver's dealings with Owner if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. Owner processes Renter Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other customers, the public and its property from safety or financial risks based on past customer conduct, when these interests are not overridden by the Renter's – and any additional driver's – data protection rights;
- verify personal, driving and credit information (including Renter Personal Data) provided by the Renter and any additional driver through credit agencies, relevant driver and vehicle licensing agencies, fraud prevention agencies/databases or other sources. Owner processes Renter Personal Data for this purpose on the basis of its legitimate interests in preventing fraud, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- provide details of any accidents in which the Renter or any additional driver of the Vehicle are involved (including Renter Personal Data) to relevant insurance databases. Owner process Renter Personal Data for this purpose where necessary for the establishment, exercise or defence of legal claims;
- provide Renter Personal Data to government agencies who oversee road scheme programmes for the purpose of assisting in the enforcement of any traffic regulation during the rental period. Owner processes Renter Personal Data for this purpose where necessary to ensure its compliance with applicable legal obligations; and
- provide Renter Personal Data to the relevant motor tax office or authority, debt collectors, credit agencies and any other relevant organization or authority on the basis of (i) contractual necessity, (ii) compliance with a legal obligation and/or (iii) Owner's legitimate interests to recover any pending debt.

**8.2.** Owner will disclose Renter Personal Data to (i) EAN Data Services UK Ltd., (ii) Enterprise Holdings, Inc. and/or any of relevant subsidiaries (together "EHI") (for details please see EHI's Privacy Policy at <https://www.enterprise.co.uk/en/privacy-policy.html>), all acting as independent data controllers. Renter Personal Data will be shared for the following purposes:

- process Renter Personal Data to manage the rental and the commercial relationship, communicate with the Renter about or assist with his rental. EHI processes Renter Personal Data for this purpose on the basis of (i) contractual necessity (e.g. billing) or (ii) its legitimate interests in ensuring the effective delivery of the requested services, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- store Renter Personal Data that relates to any incident arising from the Renter's dealings or an additional driver's dealings with EHI if it thinks that, as a result of such incident, the Renter or an additional driver could be a risk for future rentals. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in protecting its employees, other renters, the public and its property from safety or financial risks based on past renter conduct, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- process Renter Personal Data in order to carry out phone customer satisfaction surveys. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in ensuring customer satisfaction of the services which it provides, when these interests are not overridden by the Renter's – and any additional drivers' – data protection rights;
- send the Renter marketing communications (for instance by post or electronic communications) about similar products or services which EHI thinks may be of interest to him. This can include the provision of targeted advertising on EHI sites, selected partner sites and social networks. EHI processes Renter Personal Data for this purpose on the basis of its legitimate interests in conducting such marketing, when these interests are not overridden by the Renter's – and any additional

drivers' – data protection rights but, where required, will seek the Renter consent to do so at the time of data collection; and

- compile statistics and analysis about the Renter – and any applicable additional drivers' – use of EHI products and services, including statistics based on anonymized data, which enable EHI to provide the Renter and other renters in the future with better customer service, products, features and functionalities.

EHI participates in and is responsible for the processing of personal data received under the EU-U.S. Privacy Shield Framework. For more information regarding EHI's data transfer compliance or if the Renter has an unresolved privacy or data use concern that EHI has not addressed to the Renter's satisfaction, please see EHI's Privacy Policy to find out more information on how to contact EHI's third party dispute resolution provider.

**8.3.** Both Owner and EHI retain Renter Personal Data for commercially reasonable periods of time or in accordance with specific laws or policies. Information collected for a specified purpose will only be used for that purpose and, after a reasonable period of time, will no longer be actively stored when that purpose has been fulfilled. Inactive data may, however, continue to be used for statistical, marketing, archiving, and other analytical purposes.

**8.4.** The Renter has the right to: (i) access and port his personal data (including in certain cases in a commonly used, machine readable format); (ii) have his personal data rectified (where it is inaccurate or incomplete), (iii) have his personal data erased where Owner or EHI no longer has any legitimate reasons to process it; (iv) have his personal data restricted; (v) object to Owner or EHI's processing of his personal data in certain circumstances; and (vi) lodge a complaint with the applicable supervisory authority.

**8.5.** If the Renter has any queries in relation to the above use of his Renter Personal Data, he should contact Owner in the first instance.

## **B. ADDITIONAL RENTAL TERMS AND CONDITIONS APPLICABLE ONLY TO RENTALS IN LATIN AMERICAN CARIBBEAN**

### **(i) FOR RENTALS ORIGINATING IN COSTA RICA**

The following terms and conditions shall apply to vehicle rentals originating in Costa Rica:

1. Renter agrees to use the vehicle ("Vehicle" or "the vehicle") herein rented in accordance with these provisions and by faithfully abiding in terms of the price, rental term, coverage conditions and other contractual provisions herein contained and accepted by Renter above, as reflected in the reservation and selected in Renter's Profile.

2. It is herein expressly agreed that the vehicle subject of this lease is the exclusive property of Owner, hence no greater rights other than those provided hereunder are vested on Renter.

3. The vehicle herein rented is received by Renter in good mechanical, body and paint conditions and Renter is further obliged to return the same under the same conditions.

4. Vehicle means not only the unit herein rented, but also the tires, tools, accessories, safety kit, additional equipment available, and additional products to be rented thereof, thus Renter shall be responsible for the use, loss or damage caused to the foregoing.

5. The vehicle herein rented may only be driven by Renter, provided Renter has a valid driver's license, or by drivers previously authorized by Owner in writing. If Renter is a foreigner, then he/she must present a valid driver's license and his/her passport, which must display a maximum three-month validity after the date of the last entry into the country.

6. The term of this Rental Contract and the rental price - which will always be calculated based on full hours and days - are set forth in the reservation. Renter shall return the vehicle to Owner on the specified date at Owner's main offices or at any other branch that is available to that effect. If Renter fails to comply

with this provision, Owner will consider the vehicle as stolen or improperly retained and reserves the right to recover it by any means available within its reach, thus Renter shall pay the daily rent amount plus an additional US\$ 15 daily fee until the vehicle is returned or recovered. Moreover, Renter shall bear any liabilities provided hereunder. Expenses and costs in the amount of US\$ 150 shall be charged to Renter for the recovery of the vehicle. Renter undertakes to return the vehicle herein rented within the agreed period in Owner's main offices or, if previously authorized, in any of Owner's branches, in the understanding that the rent runs until the time Owner receives the vehicle at Owner's full satisfaction. If the vehicle were to be dropped at any other location different to the authorized one, Renter agrees to pay a US\$ 0.5 (or its equivalent in national currency) surcharge per kilometer traveled from the city where the vehicle was dropped to the nearest branch, which shall be in addition to any parking, towing or other fees.

7. Renter must make and deliver a security deposit to Owner on the rental of the vehicle, which shall be applied to cover the replacement of missing parts or vehicle failures, traffic fines or tickets and/or any other client obligations. Said deposit will be made through credit card for an amount equivalent to US\$ 1000 plus the estimated rent. If this deposit proves insufficient, Renter must cover any difference upon the vehicle's drop-off.

8. The Vehicle will be exclusively used for Renter's transportation and of any accompanying persons, accordingly, both Renter and any authorized drivers undertake to: a) Not allow any other person not authorized under this Rental Contract to drive the vehicle. b) Not drive without the corresponding valid driver's license and/or passport. c) Not drive while intoxicated or under the influence of drugs, both hallucinatory, narcotic, barbiturate or similar substances. d) Not profit from the vehicle, whether transporting people or items. e) Observe local traffic regulations, in the understanding that any infractions perpetrated will be borne by Renter and will be charged to the rent notwithstanding the offender. f) Not abandon the limits of the Republic with the vehicle without prior authorization from Owner. g) Not drive at speeds higher than those indicated by the traffic laws. h) Not use the vehicle to tow a trailer unless otherwise authorized by Owner in writing. i) Not overload the vehicle with respect to its strength and capacity. j) Check engine oil and radiator water levels, tire pressure and control panel indicators. k) Key-lock the vehicle whenever outside of it and not to park on the street. l) Not engage -directly or indirectly- in races or safety, resistance or speed tests. m) In general, not to use the vehicle in a form different to the one that has been contracted or to use the vehicle on obviously bad roads, beaches, rivers and other areas where it could be damaged. n) Pay any fines or tickets arising from violations to traffic laws.

9. If Renter fails to comply with the provisions of the foregoing section, he/she accepts that the coverages purchased or selected in Renter's Profile shall not cover any liabilities for any accidents that the vehicle herein rented may suffer and, therefore, Renter shall be held liable for the total damages caused to the vehicle or for any other damages caused to third-party property.

10. In consideration for the vehicle's rental, Renter will pay Owner -upon expiration of this Rental Contract- the following amounts: a) Charges for the vehicle's period of use, which shall be determined in full hours and days. b) Total damages and mechanical repairs arising from accidents or any other event arising by negligence or in violation of any provision set forth under this Rental Contract. c) Expenses incurred by Owner, including attorneys' fees, for the collection of any amounts owed by Renter under this Rental Contract. d) Fines, penalties and other expenses and taxes levied against the vehicle while possessed by Renter. In the event that any fines or tickets had been appealed, the amount collected to that extent shall be reimbursed until a positive ruling to said appeal had been rendered. e) Taxes or other charges levied by the government of Costa Rica or other institutions. f) Coverages accepted or selected by in Renter's Profile and upon execution of the Rental Contract. The foregoing shall not release Renter or the driver or any authorized drivers from any direct liability pertaining to any of the foregoing for legal violations committed against the Traffic Act while driving the vehicle, which shall be paid together with the taxes and fines allocated by the State towards such violations. g) Payment for loss of keys up to US\$ 500. h) Payment for dirty upholstery up to US\$ 250. i) Payment for loss of documents and license plates in the amount of US\$ 100 plus loss of profit expenses. j) Payment for any other services or additional products agreed with Renter in the Rental Contract or selected in Renter's Profile. k) Payment for traffic fines management up to US\$ 100, which shall not be refundable regardless of whether the fine has been appealed or otherwise. l) Payment for loss of assistance kit in the amount of US\$ 100. m) Payment for damage or loss of electronic devices up to US\$ 400. n) Payment for damage or loss of the baby chair or booster up to US \$150, o) Payment of US\$ 100 for returning polarized windows.

11. Renter expressly holds Owner, its agents and employees harmless from any liability and claims arising from any losses or damages to Renter's personal property or that of any other person that had been abandoned in or transported inside the vehicle herein rented.

12. In the event of a loss or damage to the vehicle, Renter shall be obliged to give immediate notice to Owner and to any competent authorities. No client is authorized to repair the vehicle on his/her own account. If Renter fails to comply with the foregoing, Owner will retain the deposit until any damages to the vehicle or any third-party damages are settled.

13. If the odometer suffers any damages, Renter must immediately give notice thereof to repair the same or to receive a new vehicle. Otherwise, if proven disconnected or that the corresponding seal has been broken, a US\$ 125 daily fee will be charged to Renter's account for the period in which he/she used the vehicle.

14. Renter will be responsible for any damages caused to the vehicle while in his/her possession, as well as for any damages caused to persons traveling with him/her in the vehicle and to third-party property. The liability for damages caused to the vehicle and companions will be equal to the maximum deductibles set forth in this Rental Contract as per the coverages purchased by Renter or selected in Renter's Profile and, in the event of third-party property damages, the liability will be equal to the deductibles determined by the insurance company. The foregoing, provided, however, Renter has acted in a diligent fashion.

15. Owner and Renter agree that in the event of collision, overturn or third-party property damages, Owner may deduct the corresponding deductibles from the deposit amount, notwithstanding if Renter is responsible thereof or not. Nevertheless, Renter shall be held liable and shall pay for any damages caused to the vehicle herein rented, either arising from partial or total loss. If for any reason the claim for damages does not comply with all the requirements set forth in this Rental Contract or if proven that Renter acted negligently in violation of the provisions of the Traffic Law, or if any of obligations provided under sections nine and twenty-three are breached.

16. Collision Damage Waiver and Theft Protection Coverage (CDW-TP). If Renter agrees to purchase the CDW-TP at the time of rental or selected in Renter's Profile and additionally complies with all agreed terms and conditions, Renter's liability for accidental damages to the rental vehicle will be limited to the payment of a maximum deductible of up to US\$ 1500 and up to US\$ 2000 in case of theft, both payable in national currency. If Renter decides not to purchase said coverage or if said coverage is not selected in Renter's Profile, Renter shall pay in full for any damages to the vehicle.

17. Third-Party Liability Coverage (TPL). If Renter agrees to take purchase third-party property damages coverage at the time of rental or as selected in Renter's Profile and additionally complies with all agreed terms and conditions, Renter's liability for accidental third-party property damages will be limited to the payment of a 20% deductible on the total amount of the loss or a minimum of US\$ 250 but a maximum of US\$5000. If Renter decides not to purchase said coverage or if said coverage is not selected in Renter's Profile, Renter shall pay in full for any third-party property damages.

18. Deductible Protection Coverage (DP). In the event that Renter agrees to take the deductible protection coverage at the time of rental or as selected in Renter's Profile , Renter will be exempt from paying the deductibles applicable to the coverages specified in sections 17 and 18. In case Renter decides not to purchase this coverage or said coverage is not selected in Renter's Profile, Renter shall pay in full for such deductibles.

19. Window and Tires Protection Coverage (W&T). If Renter agrees to purchase the window and tire protection coverage at the time of rental or as selected in Renter's Profile, Renter shall pay no amount whatsoever in the event of any damages to the latter. If Renter decides not to purchase said coverage or if said coverage is not selected in Renter's Profile, Renter shall be held responsible for the payment of damages that these may suffer during the vehicle rental term.

20. National Protection Package Coverage (NPP). If Renter agrees to purchase the protection package coverage at the time of rental or as selected in Renter's Profile, then all the coverages set forth in sections 17, 18, 19 and 20 of this Rental Contract will be included, and an additional discount will apply.

21. Renter may purchase the additional Roadside Assistance (RSA) or select the coverage in Renter's Profile, which releases Renter from the payment of any tow-trucks and any on-road mechanical

assistance. If the client does not purchase this service or if not selected in Renter's Profile, Renter may also receive any required assistance, however, an additional fee will be charged.

22. Renter may decline the coverages herein specified, provided that another insurance company guarantees all coverages in case of accident, theft or third-party damages; moreover, Renter may use any of his/her credit cards and/or an endorsement letter from the insurance company that provide this service.

23. The aforementioned coverages will not be valid and will not be acknowledged if a) at the time of the accident, the driver has not been authorized by Owner, b) proven that Renter acted negligently in violation of the provisions of this agreement or in violation of the provisions set forth under the Costa Rican traffic laws, (c) Renter fails to furnish and/or provide any and all information and documents required under applicable law and equivalent documents required by the insurance company and the corresponding courts. If the traffic officer is not present or if the document issued by the latter as the result of the accident is not available, Renter shall submit a blood test certifying his/her blood-alcohol-level, which shall be taken no later than 3 hours after the accident. In any such events, Renter accepts full liability for any damages and losses caused, as well as for any other expenses and costs, holding Owner harmless from any and all liability and accepting his/her security deposit or credit card or any other accepted payment form to be charged for any such amounts.

24. None of the aforementioned coverages will provide protection in case of loss of the vehicle's license plates, registration document, vehicle keys, electronic devices, baby car seats or boosters, safety kit nor dirty upholstery.

25. By accepting this Rental Contract, Renter undertakes to pay Owner for any amounts arising from this Rental Contract, in the understanding that Owner may resort to court for the collection of any unpaid amounts.

26. In the event of any dispute arising from the construction and performance of this Rental Contract, the parties submit to the jurisdiction of the Courts of Justice of the Republic of Costa Rica, thereby waiving any other jurisdiction.

27. If the vehicle is rented by Renter through fraud or false representations and used to carry out illegal purposes, its use will be deemed as unauthorized by Owner, who will not be held liable for any actions or offenses perpetrated with the vehicle.

28. Owner shall have the ongoing right to terminate this Rental Contract free from any liability and to demand Renter the payment in full of charges upon requiring the vehicle.

29. A US\$ 15 daily fee shall be charged for the vehicle's early return, provided the vehicle is returned at least one calendar day prior to the initial return date and that the final charge is less than the charge agreed upon commencement of the rental.

30. In the event that the rented vehicle were to be detained and seized by the transit authorities as the result of a violation to the Traffic Law, Renter shall be charged for the transfer of the vehicle to the corresponding traffic patio with a US\$ 20 fee for the first 6 kilometers and US\$ 5 for each additional kilometer. Likewise, Renter will be charged for the rent-days elapsed until the vehicle is recovered.

31. Cross Border Policy. Renters wishing to visit Nicaragua must prearrange at time of rental, for a vehicle exchange at the Costa Rica/ Nicaragua border. A three (3) day minimum notice is required. Renters can only rent the following vehicles: Mini to Compact. Upon vehicle exchange at the border, the original agreement is closed and a second rental agreement is issued by National Nicaragua (same rate is applied). A vehicle exchange fee totaling US\$50 is assessed; US\$25 charged by Costa Rica when the original agreement is closed plus US\$25 charged by Nicaragua when the new agreement is opened. When Renter returns to Costa Rica, the same process applies plus an additional US\$50 exchange fee. Renters not planning to return to Costa Rica must notify the rental location in Costa Rica when prearranging the vehicle exchange.

32. It is necessary to collect certain personal data during the course of the rental process. It is mandatory to provide all the required information. In the event that this information is missing, Owner (the data controller) will not be able to correctly process Renter's rental. Owner will use the personal data of Renter to assist Owner with the reservation and rental of the vehicle, as well as for marketing purposes. Renter may correct the errors of fact of said data or exercise Renter's right to access, update or delete his/her personal data by delivering a request to Owner through the contact information provided by Renter when he/she collected the vehicle or as contained in Renter's Profile.

The data controller may transfer Renter's personal data to entities based in the US that are part of the Enterprise Holdings group and that observe EU-US Privacy Shield principles. The Enterprise Holdings group may use Renter's personal data to (i) provide effective services, (ii) carry out analytical and/or direct marketing activities, and (iii) authorize, provided the corresponding consent has been obtained, Enterprise Holdings group to perform customer satisfaction surveys by email or by contacting Renter through his/her cell phone or to any other number indicated in Renter's Profile or otherwise provided to the Enterprise Holdings group. Where applicable, Renter authorizes the use of his/her personal data for the purposes indicated in this section and the transfer thereof to entities within the Enterprise Holdings group located outside his/her country. For additional information you can consult the Privacy Policy of National Car Rental at [www.NationalCar.com](http://www.NationalCar.com).

Owner and/or the Enterprise Holdings group may also use and disclose personal data to meet legal requirements (e.g. law enforcement requests), enforce local policies, respond to claims or protect rights, property or the safety of other people.

## **27. List of Subsidiaries of Enterprise Holdings, Inc., referenced in Section A.2. of the Renter Contract.**

Enterprise Leasing Company of STL, LLC  
Enterprise Leasing Company of Georgia, LLC  
Enterprise Leasing Company of Florida, LLC  
Enterprise Leasing Company of KS, LLC  
EAN Holdings, LLC  
Enterprise Leasing Company of Orlando, LLC  
Enterprise Leasing Company of Indianapolis, LLC  
Enterprise Rent-A-Car Company of Boston, LLC  
Enterprise Leasing Company of Denver, LLC  
Enterprise Leasing Company of Chicago, LLC  
Enterprise RAC Company of Maryland, LLC  
Enterprise Leasing Company of Philadelphia, LLC  
Enterprise RAC Company of Baltimore, LLC  
Enterprise Leasing Company of Minnesota, LLC  
Enterprise Leasing Company of Detroit, LLC  
Enterprise Leasing Co of Norfolk/ Richmond, LLC  
Enterprise Rent-A-Car Company of San Francisco, LLC  
ELRAC, LLC  
SNORAC, LLC  
Enterprise Rent-A-Car Company of Sacramento, LLC  
Enterprise Rent-A-Car Company of Los Angeles, LLC  
  
CLERAC, LLC  
Enterprise Rent-A-Car Company of Pittsburgh, LLC  
Enterprise Rent-A-Car Company of Wisconsin, LLC  
Enterprise Rent-A-Car Company of UT, LLC  
CAMRAC, LLC

Enterprise Leasing Company of Phoenix, LLC  
Enterprise Leasing Company- Southeast, LLC  
Enterprise Leasing Company- West, LLC  
Enterprise Leasing Company- South Central, LLC  
PENRAC, LLC

Enterprise Rent-A-Car Company - Midwest, LLC  
Enterprise RAC Company of Montana/Wyoming, LLC  
PRERAC, Inc.  
Enterprise Rent-A-Car Canada Company  
Enterprise Rent-A-Car UK Limited  
Enterprise Autovermietung Deutschland B.V. & Co. KG  
ERAC Ireland Limited  
Enterprise Holdings France S.A.S.  
Autotransporte Turistico Espanol, S.A.

**28. Customers with Disabilities.** For customer service inquiries related to customers with disabilities, please call 1 (888) 273-5262, email [mobility@nationalcar.com](mailto:mobility@nationalcar.com) or TTY 1 (800) 328-6323.