



Print the Terms and Conditions

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WERE EFFECTIVE AS OF OCTOBER 24, 2016. FOR PREVIOUS TERMS, PLEASE SEE BELOW.

TERMS & CONDITIONS

The terms and conditions that appear below are called the "Gold Terms". The Gold Terms are the terms and conditions which govern (a) enrolment in Hertz Gold Plus Rewards, sometimes referred to as the "Programme" (the "Enrolment Agreement Terms") and (b) rentals of vehicles using the Programme (the "Gold Plus Rewards Rental Terms"), by persons who enrol and participate in Hertz Gold Plus Rewards.

By participating in the Programme, You agree to the most current set of Gold Terms and understand that Your enrolment, membership and participation in the Programme is governed by the Gold Terms. You may obtain a copy of the Gold Terms by contacting Hertz on 1-888-999-4900 or by writing to Hertz at The Hertz Corporation, 5601 N.W. Expressway, Oklahoma City, OK 73132.

You accept and agree to be bound by these Gold Terms by clicking "accept" or utilising some other applicable means of electronic acceptance that coincides or applies to these Terms, booking a reservation using Your Gold member number or entering into a rental using Your Gold member number.

E-CONSENT. As of the date you are reading this paragraph, you represent to Hertz that your hardware and software meet the requirements for access to, receiving of and retention of electronic records and email. You may receive a paper copy of these Terms by calling 888-999-4900. You may withdraw consent to have Terms delivered electronically by calling 888-999-4900. Please note that by withdrawing consent to receive electronic mail and records, you may not receive rental service at an intended level, or your reservation may be cancelled by Hertz. You may update your contact information by calling 888-999-4900 or log in to hertz.com, click on "My Account" and update on "My Profile". By clicking on the "I accept" or similar button applicable to these Terms, you agree to both the Gold Terms and electronic contracting/signature relating to your enrolment, membership, applicable reservations and applicable rentals.

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PART I. ENROLMENT AGREEMENT TERMS

1. You have received, read, understand, accept and agree to the terms, conditions, disclosures and notices appearing in this Part I (the "Enrolment Agreement Terms"), which pertain to membership in Hertz Gold Plus Rewards (the "Programme") and Programme rentals wherever Programme service is available? as of 1 June 2016 Programme service is available in the United States, Canada, much of Europe, Israel, South Africa, Australia and New Zealand. Your Enrolment Form, together with these Enrolment Agreement Terms, constitutes Your agreement with respect to Your enrolment in the Programme and is referred to as Your "Enrolment Agreement". You have also received, read, understand, accept and agree to the terms and conditions appearing below under the heading Part II, including "Part II. General Provisions

Applicable To All Hertz Gold Plus Rewards Rentals" (the "General Provisions"), "Part II. B. Terms And Conditions Applicable To Rentals In The United States And Canada" (the "North American Terms"), "Part II. C. Terms And Conditions Applicable To Rentals In Europe, Middle East And Africa (EMEA)" (the "EMEA Terms"), "Part II. D. Terms And Conditions Applicable To Rentals In Australia", "Part II. E. Terms And Conditions Applicable To Rentals In New Zealand" and "Part II. F. Company/Travel Agent Accounts Supplementary Terms And Conditions" (all the terms and conditions appearing under all those headings collectively, the "Rental Terms"). If at any time You wish to change any of the selections on Your Enrolment Form, You may do so in the manner described in section 2, below.

2. When You make a Manifestation of Assent, you are making an offer to enter into a contract with the Hertz company identified on Your Enrolment Form (the "Enrolling Company"). The Enrolling Company reserves the right not to accept Your offer without being required to provide any explanation. If Your offer is accepted, You will be given notice that Your application has been accepted by the Enrolling Company. You may from time to time modify Your Enrolment Agreement to update the information or change the selections that You provided in Your Enrolment Form either by written notice to the Enrolling Company or through Hertz' website, www.hertz.co.uk. Your Enrolment Agreement, as modified to reflect any updates or changes that You may make, is referred to as Your "Enrolment" for the countries covered thereby. If the offer to enter into a contract that You make with Your Manifestation of Assent is accepted by the Enrolling Company, then the resulting Enrolment Agreement will supersede any prior enrolment agreement submitted by You which was accepted by Hertz prior to acceptance of this Enrolment Agreement with respect to those countries. The supply of the information requested on the Enrolment Form is voluntary. However, the Enrolling Company reserves the right to reject Your offer to enter into a contract with the Enrolling Company if You do not supply all of the information requested or for any other reason. See the General Provisions for information regarding the use of Your personal data.
3. When You rent a private passenger motor vehicle (excluding trucks and vans), including all such vehicles' parts (a "Car"), using the Programme, the Hertz company or licensee providing the Car is called the "Renting Company". Your Enrolment, together with the terms and conditions of the Rental Terms which are applicable to rentals in the country in which the rental commences (as modified by the Enrolling Company from time to time in the manner prescribed therein), the Rental Record or Rental Agreement which You receive at the commencement of the rental, and any other documents which You are required to sign at the commencement of the rental, will constitute the agreement between You and the Renting Company governing the rental. The identity of the Renting Company for each rental will appear on the Rental Record/Agreement for that rental. The Enrolling Company and the Renting Company are referred to collectively as "Hertz", "we" or "us".
4. The availability of Programme service at specific locations may change. Reservations made not less than two (2) hours in advance of proposed rental commencement are required for Hertz Gold Plus Rewards rentals.
5. You represent that the information which You have provided in Your Enrolment is true, correct and complete. Your selections in the Enrolment of Optional Services (where available) and car class (subject to vehicle availability at the time You make the reservation) will apply to all rentals which You make using the Programme, provided that, for a specific rental, You may change Your selections of Optional Services at the commencement of the rental and You may select a different car class when You make Your reservation. Notice: For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrolment to obtain them. In such circumstances, the Rental Record/Agreement will indicate that You have declined to obtain such optional services, even though Your Enrolment specifies that you wish to obtain them. You may be able to purchase such services at the commencement of the rental even when they are not available in advance.
6. You authorise Hertz to process all charges in any way incurred by You in connection with a Gold Plus Rewards rental against the first credit, charge or debit card listed in Your Enrolment (as such list may be modified from time to time in the manner described in section 2, above) which has available credit or funds, as the case may be, and which is accepted to qualify for rental at the rental location.
7. You promise to notify the Enrolling Company at once if Your Hertz Gold Plus Rewards Card, Hertz Credit Card, #1 Club number or any of the credit cards listed in Your Enrolment are lost, stolen or invalidated, or if You suspect that any of them are being used without Your permission. Because of the nature of the Programme, You understand the urgency of this obligation.
8. At any time during the year You may notify the Enrolling Company in writing of Your desire to cancel Your Gold Plus Rewards membership. Hertz reserves the right to cancel or suspend Your membership for any reason at any time, without notice.
9. Hertz may, at its discretion and based on any set criteria or no criteria at all, upgrade You to Platinum membership status. By either not requesting Your removal from the Platinum Programme within 30 days after receiving notice of such upgrade, or using Your Platinum member number to complete a reservation or rental, you will consent to the Platinum Terms found [here](#). The Gold Terms will still be in effect as to any Gold rentals and your membership in the Gold Rewards Programme. If You have been upgraded to Platinum from Gold, any preferences you selected during your enrolment to region- or country-specific preferences will carry over. Not having selected preferences or enrolled for a given country or region will mean that You are now enrolled for Platinum, but have no preferences selected for that region or country. Hertz may downgrade You from Platinum to Gold membership status at its discretion and based on any set criteria or no criteria at all. There may be limited time periods set for which you will be given Platinum

membership. Upon downgrade to Gold membership, the Gold Terms in effect at that time will apply to your membership and rentals using your Gold member number.

10. For U.S. Residents:

ARBITRATION PROVISION

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION. Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND HERTZ EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies. This arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org. You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee. The arbitrator may award injunctive relief as well as money, but only in favour of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action. IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT no.arbitration@Hertz.com OR BY MAIL TO Hertz, 8501 Williams Road, Estero, FL 33928, Attn: Legal Department. Include Your name, address, reservation ID number or Rental Agreement number (if provided), and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

11. For U.S. Residents: If the Arbitration Provision in Section 10 above is deemed not to apply by a court of competent jurisdiction, the following will apply: With regard to Your Enrolment or membership in the Programme (as opposed to any Programme rental entered into by You), You irrevocably and unconditionally consent and submit to the laws of the State of Florida. You further agree to the personal jurisdiction by and venue in the state and federal courts in Lee County, Florida, and waive any objection to such jurisdiction or venue. If any provision of Your Enrolment or the agreement governing any Programme rental conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of Your Enrolment or such agreement, which shall continue in full force and effect. If any provision of Your Enrolment or such agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

12. **THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO ANY CAR WHICH YOU RENT IN THE UNITED STATES OR CANADA USING GOLD. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS. EXCEPT AS STATED IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE REGARDLESS OF FAULT. FOR RENTALS IN THE UNITED STATES AND CANADA, HERTZ OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER (LDW). IF YOU ACCEPT LDW, WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, SUBJECT TO CERTAIN RESTRICTIONS AND EXCLUSIONS WHICH ARE DISCUSSED IN PARAGRAPHS 4(d), 4(e) and 5 OF THE NORTH AMERICAN TERMS. IN THOSE STATES WHERE THE SALE OF LDW IS REGULATED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. AS OF 1 JUNE 2016, THE CHARGE FOR LDW AT MOST LOCATIONS IN THE UNITED STATES RANGES FROM US\$9.00 TO US\$99.99 FOR EACH FULL OR PARTIAL RENTAL DAY DEPENDING ON THE CAR CLASS AND MSRP OF THE CAR RENTED. HOWEVER, A SPECIAL HIGHER LDW CHARGE FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE FOR CERTAIN LUXURY CARS. IN CANADA, THE CHARGE FOR LDW RANGES FROM CAN\$8.00 TO CAN\$38.99 FOR EACH FULL OR PARTIAL RENTAL DAY DEPENDING ON THE CAR CLASS RENTED AND WHETHER A DEDUCTIBLE APPLIES. A SPECIAL HIGHER LDW CHARGE FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE FOR CERTAIN LUXURY CARS. ALL CHARGES ARE SUBJECT TO**

- CHANGE WITHOUT NOTICE. YOUR INSURANCE (OR THAT OF THE AUTHORISED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORISED OPERATOR) FOR LOSS OR DAMAGE TO THE CAR.**
13. **NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. 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 LOSS 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. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF THIS LOSS DAMAGE WAIVER PRODUCT IS NOT MANDATORY AND MAY BE DECLINED.**
 14. **THE INSURANCE COVERAGES OFFERED BY HERTZ MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY OR BY ANOTHER SOURCE OF COVERAGE. THE PURCHASE OF THESE KINDS OF COVERAGE IS NOT REQUIRED IN ORDER TO RENT A VEHICLE.**
 15. **FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA. WARNING: FAILURE TO RETURN THE CAR IN ACCORDANCE WITH THE TERMS OF THE RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL.**
 16. **Unless waived, a renter in Miami-Dade County must be furnished a county-approved visitor information map. These maps are available at all Hertz locations in Dade County. Each renter must either acknowledge receipt of such a map or waive his or her right to receive such a map. By making a Manifestation of Assent, You hereby waive Your right to receive such a map.**
 17. **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 LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS 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.**
 18. **Under Minnesota law, a personal automobile insurance policy must: (1) cover the rental of the 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 on this Enrolment Agreement 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.**
 19. **NOTICE TO TEXAS RESIDENTS REGARDING DAMAGE WAIVERS**
YOUR RENTAL AGREEMENT OFFERS, FOR AN ADDITIONAL CHARGE, AN OPTIONAL WAIVER TO COVER ALL OR 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.

FOR RENTALS IN EUROPE, MIDDLE EAST AND AFRICA (EMEA), Hertz offers a number of optional services for an additional daily charge. If taken, Theft Protection (TP) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, which is caused by theft, attempted theft or vandalism, to the nonwaivable excess stated on the Rental Record. If taken, Collision Damage Waiver (CDW) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, other than caused by theft, attempted theft or vandalism, for each such incidence of loss or damage arising from a separate event, to the nonwaivable excess stated on the Rental Record. As an alternative to CDW and TP, if You take Super Cover (SC), which is not available in some countries or for rentals attached to certain CDP numbers, You will receive the benefit of both CDW and TP, and Your liability for the excess in relation to both CDW and TP will be eliminated. If You choose SC and it is not available for Your rental, you will receive Super Collision Damage Waiver (SCDW), where available, and TP. If SCDW is also not available, you will receive CDW and TP. If You are given SCDW, You will receive the benefit of CDW and Your liability for the excess in relation to CDW will be eliminated (although You will remain liable for the excess in relation to TP). THE BENEFITS OF TP, CDW, SCDW AND SC MAY BE VOIDED WITH RESPECT TO A PARTICULAR RENTAL IF YOU USE THE CAR AS PROHIBITED UNDER PARAGRAPHS 2 AND 5 OF THE EMEA TERMS OR IF THE DAMAGE OR THEFT IS CAUSED INTENTIONALLY OR BY THE GROSS

NEGLIGENCE OF YOU OR AN AUTHORISED DRIVER. Before deciding whether to purchase TP and/or CDW or SC, You should determine whether You have other insurance that affords You coverage for loss of or damage to the Car and, if so, what the terms of such coverage are (including any limitations and excesses). Personal Insurance/Personal Accident Insurance (PI/PAI) is available at an additional daily charge and provides certain benefits for You and Your passengers for accidental death. Depending upon the country in which the rental commences, PI/PAI may also provide benefits for permanent disability, certain injuries, medical and emergency expenses and/or damage to or theft of personal possessions (including baggage) during the rental.

20. **For rentals in Australia**, Hertz will, subject to certain exceptions under the Rental Agreement associated with Prohibited Uses, Prohibited People and Full Responsibility Uses, be responsible for any loss of or damage to the Car, except for the first AUS\$3,300 (including GST) Accident Damages Excess (ADE) or such other amount specified in the Rental Agreement. Additional excesses of AUS\$2,200 (including GST) may apply for damages resulting from a Single Vehicle Accident and damages resulting from Water Damage (other than by total or partial immersion) or other such amount as specified in the Rental Agreement in addition to the ADE as is specified in the Additional Terms. Optional Maximum Cover (MAX) is offered for AUS\$34.90 (including GST) per full or partial rental day or other such amount specified in the Rental Agreement. With MAX, other than damages resulting from a Single Vehicle Accident, Water Damage (other than by total or partial immersion), or by a Car not driven by an Authorised Driver, you have no liability to Hertz for damages which occur during the rental period or which result from Your rental or use of the Car (including tyre and/or windscreen damage). Optional Accident Excess Reduction (AER) is offered for AUS\$25.90 (including GST) or such other amount specified in the Rental Agreement per full or partial rental day to reduce the standard ADE. With AER, other than damages resulting from a Single Vehicle Accident, Water Damage (other than by total or partial immersion), or by a Car not driven by an Authorised Driver, your liability to Hertz for damages which occur during the rental period or which result from Your rental or use of the Car (including tyre and/or windscreen damage) is limited to the amount of the ADE as noted in the Rental Agreement. The additional Single Vehicle Accident and Water Damage Excess, or Your responsibility for damages resulting from a Car not driven by an Authorised Driver, cannot be reduced through the purchase of MAX or AER. Other Renter Protection Options may be available at participating locations. **For rentals in New Zealand**, you are liable for the first NZ\$ 2,812.50 (including GST) for vehicle groups B to F, and NZ\$ 3,375.00 (including GST) for vehicle groups H to M or any other amounts as shown in the Rental Agreement for any loss or damage to the rental vehicle referred to in the insurance cover specified in Clause 10 of the Terms & Conditions applicable to Gold Plus Rewards rentals in New Zealand. This does not apply to damage or loss resulting from fire or from theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 by payment of the optional Accident Excess Reduction (AER) of NZ\$ 24.75 (including GST) per day for vehicle groups B to F and NZ\$ 28.12 (including GST) per day for vehicle groups H to M. Hertz New Zealand offers an optional Renter Protection Package (PKG) which combines AER with benefits of Personal Accident Insurance (PAI) and Personal Effects Cover (PEC). PKG is offered for NZ\$33.75 (including GST) per day for vehicle groups B to F and NZ\$ 37.12 (including GST) per day for vehicle groups H to M. **All rates, excesses and reduction amounts are stated as of 1 June 2016, are subject to change without notice and may vary with rate and vehicle options. All prices are subject to Airport Concession Fee Recovery and/or Admin Fee at participating locations.**
21. The following applies to residents of Australia: You consent to Hertz obtaining reports from one or more credit reporting agencies for the purpose(s) of assessing Your application for membership in the Programme, assessing your applications to rent Cars from Hertz and managing Your rentals of Cars. You also consent to Hertz giving information about You to credit reporting agencies for the purposes of obtaining consumer credit reports about You and to allow the credit reporting agencies to create or maintain credit information files containing information about You. The information can include Your identity particulars, the fact that you have applied for or obtained membership in the Programme, or that you have applied to rent or have rented Cars from Hertz, details of any payment which You must make to Hertz which is more than 60 days overdue and for which debt collection action has started, information that in Hertz' opinion you have committed a serious credit infringement, and information about dishonoured cheques drawn by you for AUS\$100.00 or more which have been dishonoured more than once. You also authorise Hertz to exchange information about You with credit providers named in a consumer credit report issued by a credit reporting agency or named in Your application for membership in the Programme or Your application to rent a Car for the purposes of assessing Your application for membership in the Programme, assessing applications by You to rent Cars, managing Your rental of Cars, notifying other credit providers of a default, exchanging information with other credit providers as to the status of any vehicle rentals you have with Hertz in situations where you are in default with other credit providers, and to assess Your creditworthiness. This can include any information about Your creditworthiness, credit standing, credit history or credit capacity which credit providers are allowed to exchange under the Privacy Act.

PART II. GOLD RENTAL TERMS

PART II. A. GENERAL PROVISIONS APPLICABLE TO ALL HERTZ GOLD PLUS REWARDS RENTALS

AGREEMENT; PARTIES TO AGREEMENT

The terms and conditions appearing in this Part II. A. apply to all reservations and rentals using the Programme by You.

For a rental to be a rental using the Programme, You must be enrolled to use the Programme in the country in which the rental is to commence. You must make a reservation for the rental in which You give Your Programme membership number, and the rental must commence at a location at which Programme service is available. Substitutions and exchanges of Cars rented using the Programme, and extensions authorised by Hertz of Programme rentals beyond the due date for return of the Car, will also be Programme rentals. Trucks and vans are not available for rental using the Programme.

Rentals which do not use the Programme will be governed by the Terms and Conditions for rentals at the facility at which the rental originates, which will be given to You at the commencement of the rental, and not by these Rental Terms. However, if the Terms and Conditions for rentals at the facility at which a nonProgramme rental commences are less permissive with respect to which persons may operate the Car than are the corresponding provisions of these Rental Terms for Programme Rentals commencing in the country in which that facility is located, then renters enrolled to use the Programme in that country will receive the benefit of the more permissive terms even when making a nonProgramme rental of a Car. For rentals in the United States and Canada by renters enrolled to use the Programme in those countries, this means that the renter's spouse or domestic partner may operate the Car without registering as an Additional Authorised Operator or paying a fee, provided he or she is at least 25 years old and has a valid driver's licence from a jurisdiction acceptable to Hertz.

When You rent a private passenger motor vehicle, including all such vehicle's parts (a "Car"), using the Programme (a "Programme rental"), the Hertz company or licensee providing the Car is called the "Renting Company". At the time of such a rental, You will receive a written document (called a "Rental Record" or "Rental Agreement") which contains specific terms of that rental and identifies the Renting Company? the Rental Record/Agreement may also contain other information pertaining to Car rentals in the jurisdiction in which the rental commences. The agreement governing such a rental (this "Agreement") will consist of (i) these Gold Terms, as modified by Hertz in the manner described in "Waiver Or Change Of Terms" below; (ii) the applicable Rental Record/Agreement; and (iii) any other documents which You are required to sign when You rent the Car. This Agreement is an agreement between You, on the one hand, and the Renting Company, on the other. The words "Hertz", "we" and "us" mean the Enrolling Company and the Renting Company.

If You rent a Car using the Programme and Your Enrolment contains a Counter Discount Programme ("CDP") number and/or You request that an "ask for" rate plan apply to Your rental (also known as specifying an "RQ Code"), then the terms of the CDP Programme and the "ask for" rate plan may be inconsistent with each other or with other information contained in Your Enrolment. (For example, the "ask for" rate plan You specify may be an inclusive rate plan under which You will receive a damage waiver, while Your Enrolment or the terms of Your CDP may reflect that You decline a damage waiver.) In such an event, You authorise Hertz to resolve the inconsistency in any manner that it in good faith determines, provided that the Rental Record/Agreement that You receive at the commencement of the rental reflects the resolution of the inconsistency that Hertz has determined to effect. If You decide to change the optional services reflected on the Rental Record/Agreement, You may do so by advising a Hertz representative of Your decision at the commencement of the rental and having the representative revise the Rental Record/Agreement to reflect Your elections.

ASSIGNMENT AND DELEGATION

You may not assign Your rights or responsibilities as a member of the Programme or Your rights or responsibilities under any agreement governing any Programme rental. The Enrolling Company reserves the right to perform its obligations under Your Enrolment and any rentals using the Programme through affiliated companies and licensees in the countries where the rentals commence, and You hereby acknowledge the right of such affiliated companies or licensees to subrogate to any or all of the rights of the Enrolling Company in relation to such rentals.

WAIVER OR CHANGE OF TERMS

No term contained in any agreement governing any Programme rental may be waived or changed, except in writing signed by an expressly authorised representative of Hertz. Except as provided in these Rental Terms, rental representatives are not authorised to waive or change any term of any agreement governing any Programme rental. The terms and conditions of these Rental Terms or Your Enrolment may be revised or supplemented from time to time by Hertz sending You notice of such changes. It will be presumed that You have received any such notice mailed to Your address specified in Your Enrolment or otherwise provided by You to Hertz. If applicable law allows such notices to be effective if sent using electronic records (for example, by email), it will also be presumed that You have received any such notice transmitted/sent to the address for electronic records (for example, the email address) specified in Your Enrolment or otherwise provided by You to Hertz. Your continuation of Membership in the Programme or making a Programme rental or reservation after the effective date of such changes will constitute Your acceptance of such changes. These Rental Terms may also be changed by Hertz from time to time, without notice to You, if the change is made (i) to cure any ambiguity in the terms and conditions, to correct or supplement any provision of the terms and conditions that is inconsistent with any other provision or to add any provision with respect to matters or questions arising under the terms and conditions that is consistent with them, in each case provided that the change does not adversely affect You, or (ii) to modify, eliminate or add any provision to the extent necessary to make these Rental Terms comply with,

and be enforceable under, applicable law. The terms and conditions of these Rental Terms, as they may from time to time be changed by Hertz, will be available on request made to The Hertz Corporation, by contacting Hertz on 1-888-999-4900 or by writing to Hertz at The Hertz Corporation, 5601 N.W. Expressway, Oklahoma City, OK 73132? and at our Internet website, <http://www.hertz.co.uk>. Information regarding changes to the Rental Terms, as well as changes to California law governing rental agreements, since the effective date of the most recent restatement of the Rental Terms, will also be available on written request to any of the addresses listed in the preceding sentence. This information may also be viewed at <http://www.hertz.co.uk>. You may view the Rental Terms, together with the aforementioned changes, on www.hertz.co.uk by simply (a) logging in as a member, then (b) clicking on "MY ACCOUNT" and then (c) clicking on " Terms and Conditions."

You may from time to time, by written notice to Your Enrolling Company or through our Internet website, change the selections in Your Enrolment with respect to vehicle class, optional services and/or credit card information.

APPLICABLE LAW

If the Arbitration Provision of the Gold Terms or the Rental Agreement is deemed not to apply by a court of competent jurisdiction, or the proper jurisdiction as defined below does not enforce Arbitration, the following paragraphs under "Applicable Law" will apply. With regard to any Programme rental entered into by You, the substantive law of the jurisdiction(s) in which the rental commences will apply, without giving effect to the choice of law rules thereof, and You irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the courts located in that jurisdiction. With regard to Your Enrolment or membership in the Programme (as opposed to any Programme rental entered into by You), the law of the jurisdiction(s) in which the Enrolling Company has its principal executive office will apply, and You irrevocably and unconditionally consent and submit to the non-exclusive jurisdiction of the courts located in that jurisdiction.

If any provision of Your Enrolment or the agreement governing any Programme rental conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of Your Enrolment or such agreement, which shall continue in full force and effect. If any provision of Your Enrolment or such agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

YOU UNDERSTAND AND AGREE THAT IT IS IMPROPER FOR YOU TO FILE A LAWSUIT CONCERNING YOUR MEMBERSHIP IN THE PROGRAM OR ANY PROGRAM RENTAL AGAINST ANY ENTITY OTHER THAN THE ENROLLING COMPANY OR, WITH RESPECT TO ANY PARTICULAR PROGRAM RENTAL, THE APPLICABLE RENTING COMPANY UNLESS ANOTHER COMPANY PROVIDES OR FACILITATES SUCH RENTAL.

USE OF PERSONALLY IDENTIFIABLE DATA

You acknowledge that The Hertz Corporation has established a Privacy Policy for Rental Customers (the "Privacy Policy") with respect to the use of personally identifiable data about individuals who are customers or prospective customers of the rental businesses of The Hertz Corporation and its subsidiaries. A full copy of the Privacy Policy may be viewed on Hertz.com or by clicking on the following link: [Privacy Policy](#). You may also obtain a copy of the Privacy Policy by writing to Director, Privacy Services at one of the addresses appearing above. By providing Hertz with personally identifiable data about you, you consent to the collection and use of data about you, subject only to any choices you are permitted to make to limit such use, and to your right to access and correct such data; you acknowledge data security risks and agree to take precautions to assist Hertz in protecting such data; and you agree that Hertz may make changes in the Privacy Policy in the future.

OPTIONAL SERVICES

The optional services offered by Hertz are subject to being discontinued or modified, and are subject to price changes, at any time without notice, and are subject to local availability. You should review the Rental Record/Agreement which You receive at the commencement of each rental. You may select different optional services from those specified in Your Enrolment by advising a Hertz representative of Your decision at the commencement of the rental and having the Hertz representative revise the Rental Record/Agreement to reflect Your elections.

PAYMENTS TO INTERMEDIARIES

If You arrange for a rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz may pay commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Hertz. For details on such compensation, You should contact that party.

ELECTRONIC DELIVERY OF CONFIRMATIONS, TRANSACTION UPDATES, RENTAL AGREEMENTS AND RECEIPTS

By providing us with Your email address and participating in the Programme, You agree to have electronic mail communications sent to Your email address on file with Hertz or a subsequently provided email address. You may opt out of email marketing on hertz.com or by clicking the "Unsubscribe" link found in all marketing emails. Unsubscribing or opting out affects marketing communications, but not operational or transactional messaging sent to You as part of a rental or other transaction with Hertz.

You also agree to have Your Rental Agreements and receipts for every and any reservation and rental completed by You emailed to You rather than provided in paper or hard copy form.

PART II. B. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN THE UNITED STATES AND CANADA

The terms and conditions appearing in this Part II. B. ("North American Terms") apply to all Hertz Gold Plus Rewards rentals commencing in the United States and Canada. All references in this Part II. B. to numbered paragraphs and subparagraphs refer to these North American Terms.

1. NATURE OF THIS AGREEMENT

You are obtaining solely a bailment that allows You to use the Car as permitted by this Agreement. You acknowledge that the Car is owned by Hertz. No one other than Hertz may transfer the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorised Operators are agents of Hertz. No one may service or repair the Car without Hertz' prior express approval. HERTZ MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CAR IS FIT FOR ANY PARTICULAR PURPOSE.

2. WHO MAY OPERATE THE CAR

Only You and, with Your permission, the following persons, provided that they meet the qualifications set forth in the following sentence ("Authorised Operators"), may operate the Car: Your spouse, Your domestic partner (if You are not married), Your employer, employees and fellow employees incidental to their business duties, and any other person who meets Hertz' qualifications and who signs an Additional Authorised Operator form at the time of rental. Except as provided in the following sentence, all Authorised Operators must be at least 21 years old and have a valid driver's licence from a jurisdiction acceptable to Hertz. Charges for Authorised Operators under 25 may apply. For rentals which commence in Michigan and New York, persons between the ages of 18 and 24 who meet Hertz' other qualifications and who sign an Additional Authorised Operator form at the time of rental may be Authorised Operators? in such cases, an Underage Differential Charge will be assessed. Except to the extent necessary for valet parking or in an emergency as permitted by law, no other persons are permitted to operate the Car? for the purposes hereof, an "emergency" shall mean urgent circumstances which, under the laws of the jurisdiction in which the alleged emergency occurred, would justify the operation of an automobile by an unlicensed driver. With respect to persons who must sign an Additional Authorised Operator form, other qualifications may, at Hertz' discretion, be in effect at the time and place of rental? and, where permitted by law, Hertz may impose an additional fee for such persons. A "domestic partner" is an unmarried partner of the same or opposite sex who is not Your parent, grandparent, sibling, child, grandchild, uncle, aunt, niece or nephew (in each case by blood or adoption), who permanently resides at the same address as You, and whose driver's licence shows the same residence address as Your driver's licence. By operating the Car (whether or not an Additional Authorised Operator form is completed), an Authorised Operator will be deemed jointly and severally responsible for Your obligations under this Agreement related to the Car, as well as for any obligations that this Agreement directly imposes on an Authorised Operator of the Car (for example: the obligations contained in paragraphs 9 and 10(e)).

3. RETURN

ORDINARY WEAR DUE TO REASONABLE USE EXCEPTED, YOU MUST RETURN THE CAR TO HERTZ IN THE SAME CONDITION IT IS IN WHEN YOU RECEIVE IT. YOU MUST RETURN THE CAR TO HERTZ BY THE DUE DATE SPECIFIED ON THE RENTAL RECORD, OR SOONER IF DEMANDED BY HERTZ. IN NO EVENT MAY YOU KEEP THE CAR FOR MORE THAN THIRTY (30) DAYS (IN NEW JERSEY, OHIO AND SOUTH DAKOTA, 28 DAYS), UNLESS AUTHORISED IN WRITING BY HERTZ. **A RETURN CHANGE FEE WILL APPLY TO ANY CHANGE IN YOUR SCHEDULED RETURN DATE, TIME OR LOCATION. IF YOU RETURN THE CAR BEFORE OR AFTER YOUR SCHEDULED RETURN DATE AND TIME AND FAIL TO TIMELY NOTIFY HERTZ, HERTZ MAY CHARGE YOU AN EARLY/LATE RETURN FEE.** THE CAR WILL REMAIN SUBJECT TO THESE TERMS AND CONDITIONS UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT? IF YOU RETURN THE CAR AFTER HOURS, (A) YOU ARE RESPONSIBLE FOR ANY DAMAGE TO THE CAR UNTIL HERTZ HAS INSPECTED AND ACCEPTED IT ON THE NEXT DAY THAT THE RETURN LOCATION IS OPEN FOR BUSINESS AND (B) TIME CHARGES, CHARGES FOR LDW, PAI/PEC AND LIS, AND ANY CHARGES FOR ADDITIONAL SERVICES OR OTHER CHARGES WHICH ARE STATED ON THE RENTAL RECORD AS A PERIODIC RATE, MAY CONTINUE TO ACCRUE UNTIL THE RETURN LOCATION REOPENS FOR BUSINESS. IF YOU DO NOT RETURN THE CAR WHEN REQUIRED BY THIS AGREEMENT, THEN AFTER HERTZ SENDS YOU A WRITTEN DEMAND TO RETURN IT, SENT TO YOUR ADDRESS SHOWN IN YOUR ENROLMENT OR OTHERWISE PROVIDED TO HERTZ, HERTZ MAY, AT YOUR EXPENSE, RECOVER THE CAR WHERE AND WHEN IT IS FOUND. IF THE CAR IS FOUND ILLEGALLY PARKED OR APPARENTLY ABANDONED, OR IF THE CAR IS USED OR OBTAINED AS PROHIBITED UNDER PARAGRAPH 5 OF THESE NORTH AMERICAN TERMS, THEN HERTZ MAY RECOVER THE CAR WITHOUT DEMAND. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE ANY RIGHT TO A HEARING OR TO RECEIVE ANY NOTICE OR LEGAL PROCESS AS A PRECONDITION FOR HERTZ RECOVERING THE CAR. THE CAR MAY BE EQUIPPED WITH GLOBAL POSITIONING TECHNOLOGY OR OTHER TELEMATICS SYSTEMS AND A TRANSMITTER THAT ALLOWS HERTZ TO TRACK OR OTHERWISE LOCATE THE CAR AND PRIVACY IS NOT GUARANTEED. TO THE EXTENT PERMITTED BY LAW, YOU AUTHORISED HERTZ' USE OF THE TECHNOLOGY INCLUDED IN THE CAR, INCLUDING TO

TRACK THE LOCATION OF THE CAR, TO DISABLE THE CAR AND TO ASSIST IN THE REPOSSESSION OF THE CAR. UPON RETURN, IF THE CAR REQUIRES MORE THAN HERTZ' STANDARD CLEANING ON ITS RETURN, HERTZ MAY CHARGE YOU FOR THE ACTUAL COSTS INCURRED BY HERTZ TO HAVE THE CAR CLEANED.

FOR RENTALS COMMENCING IN ARIZONA, IT IS REQUIRED BY LAW THAT YOU ACKNOWLEDGE YOUR UNDERSTANDING THAT IT WILL BE A VIOLATION OF ARIZONA STATUTES 131806 IF THE CAR IS NOT RETURNED WITHIN 72 HOURS OF THE DUE DATE AND TIME SPECIFIED ON THE RENTAL RECORD AND THAT YOU SHALL BE SUBJECT TO A MAXIMUM PENALTY NOT TO EXCEED US\$150,000 AND/OR IMPRISONMENT OF 2.25 YEARS. BY RENTING A CAR USING THE PROGRAMME FOLLOWING DELIVERY TO YOU OF THESE NORTH AMERICAN TERMS, YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND UNDERSTAND THIS NOTICE.

FOR RENTALS IN THE DISTRICT OF COLUMBIA, IT IS REQUIRED BY LAW THAT YOU BE NOTIFIED THAT IF YOU FAIL TO RETURN A RENTAL CAR IN ACCORDANCE WITH THE NORTH AMERICAN TERMS, IT MAY RESULT IN A CRIMINAL PENALTY OF UP TO THREE YEARS IN JAIL.

FOR RENTALS IN CANADA: IF AFTER 30 DAYS, HERTZ IS UNABLE TO RECOVER THE CAR, THE CAR IS DEEMED TO BE UNLAWFULLY CONVERTED TO YOUR USE BY YOU, AND HERTZ MAY EXERCISE ITS LEGAL RIGHTS TO REMEDY THE THEFT OF THE CAR. YOU HEREBY WAIVE ANY AND ALL RIGHTS TO COMPLAIN OF THE STEPS TAKEN BY HERTZ TO RECOVER A CAR DEEMED TO BE UNLAWFULLY RETAINED BY YOU.

4. YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR AND OPTIONAL LOSS DAMAGE WAIVER

- a. EXCEPT AS STATED BELOW, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR RESULTING FROM ANY CAUSE INCLUDING BUT NOT LIMITED TO COLLISION, ROLLOVER, THEFT, VANDALISM, SEIZURE, FIRE, FLOOD, HAIL OR OTHER ACTS OF NATURE OR GOD REGARDLESS OF FAULT.
- b. EXCEPT AS STATED BELOW, YOUR RESPONSIBILITY WILL NOT EXCEED THE GREATER OF THE RETAIL FAIR MARKET VALUE OF THE CAR AND ITS MANUFACTURER BUYBACK PROGRAMME VALUE AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, A SERVICE CHARGE AND A CHARGE FOR LOSS OF USE, REGARDLESS OF FLEET UTILISATION. AS MORE GENERALLY PROVIDED IN PARAGRAPH 6, HERTZ MAY, WHERE PERMITTED UNDER APPLICABLE LAW, PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST YOUR CREDIT, CHARGE OR DEBIT CARD FOR THESE LOSSES, COSTS AND CHARGES, TOGETHER WITH ANY OTHER APPLICABLE CHARGES, AT OR FOLLOWING THE COMPLETION OF THE RENTAL.
- c. YOUR RESPONSIBILITY FOR DAMAGE DUE TO THEFT OR OTHERWISE IS LIMITED BY LAW IN CERTAIN JURISDICTIONS. AS OF 1 JUNE 2016, THE FOLLOWING LIMITATIONS EXIST. SHOULD THE LAWS IMPOSING THESE REGULATIONS BE REPEALED, THE PROVISIONS OF SUBPARAGRAPHS 4(a) AND 4(b) SHALL APPLY WITHOUT SUCH LIMITATIONS.
 1. FOR RENTALS COMMENCING IN CALIFORNIA, (A) YOU ARE ONLY RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM COLLISION, ROLLOVER, THEFT OR VANDALISM, (B) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL IN NO EVENT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME IT IS LOST OR DAMAGED, PLUS ACTUAL CHARGES FOR TOWING, STORAGE AND IMPOUND FEES, AND AN ADMINISTRATIVE CHARGE; (C) YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM VANDALISM UNRELATED TO THE THEFT OF THE CAR WILL NOT EXCEED US\$500; AND (D) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT UNLESS IT RESULTS FROM A FAILURE TO EXERCISE ORDINARY CARE BY YOU OR ANY AUTHORISED OPERATOR.
 2. FOR RENTALS COMMENCING IN ILLINOIS, FOR A CAR WITH AN MSRP OF \$50,000 OR LESS, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO CAUSES OTHER THAN THEFT WILL NOT EXCEED \$17,000 THROUGH 31 MAY, 2016, WHICH LIMIT WILL INCREASE BY \$500 PER YEAR STARTING 1 JUNE 2016; AND YOUR RESPONSIBILITY FOR THEFT WILL NOT EXCEED \$2,000 UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORISED OPERATOR FAILED TO EXERCISE ORDINARY CARE WHILE IN POSSESSION OF THE CAR OR COMMITTED OR AIDED IN THE COMMISSION OF THE THEFT. FOR A CAR WITH AN MSRP OF MORE THAN \$50,000, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE DUE TO CAUSES OTHER THAN THEFT, AND FOR THEFT, WILL NOT EXCEED \$40,000 THROUGH 30 SEPTEMBER, 2016, WHICH LIMIT WILL INCREASE BY \$2,500 PER YEAR STARTING 1 OCTOBER 2016.
 3. FOR RENTALS IN INDIANA: YOU WILL BE RESPONSIBLE FOR NO MORE THAN (1) LOSS OR DAMAGE TO THE CAR UP TO ITS FAIR MARKET VALUE RESULTING FROM THE COLLISION, THEFT OR VANDALISM; (2) LOSS OF USE OF THE CAR, IF YOU ARE LIABLE FOR DAMAGE; (3) ACTUAL

CHARGES FOR TOWING, STORAGE AND IMPOUND FEES PAID BY HERTZ, IF YOU ARE LIABLE FOR THE DAMAGE; AND (4) AND AN ADMINISTRATIVE CHARGE.

4. FOR RENTALS COMMENCING IN NEVADA, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED PLUS ACTUAL TOWING, STORAGE AND IMPOUND FEES, AN ADMINISTRATIVE CHARGE AND A REASONABLE CHARGE FOR LOSS OF USE; (B) YOUR RESPONSIBILITY FOR DAMAGE TO THE CAR AND LOSS OF USE OF THE CAR RESULTING FROM VANDALISM NOT RELATED TO THE THEFT OF THE CAR AND NOT CAUSED BY YOU WILL NOT EXCEED \$2500; AND (C) YOU ARE NOT RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THEFT OR VANDALISM RELATED TO THE THEFT IF YOU HAVE POSSESSION OF THE IGNITION KEY OR YOU ESTABLISH THAT THE IGNITION KEY WAS NOT IN THE CAR AT THE TIME OF THE THEFT, YOU FILE AN OFFICIAL REPORT OF THE THEFT WITH THE POLICE WITHIN 24 HOURS OF LEARNING OF THE THEFT AND YOU CO-OPERATE WITH HERTZ AND THE POLICE IN PROVIDING INFORMATION REGARDING THE THEFT, AND NEITHER YOU NOR AN AUTHORISED OPERATOR COMMITTED OR AIDED AND ABETTED THE COMMISSION OF THE THEFT.
5. FOR RENTALS COMMENCING IN NEW YORK, (A) YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR WILL NOT EXCEED THE LESSER OF (1) THE ACTUAL AND REASONABLE COSTS INCURRED BY HERTZ TO REPAIR THE CAR OR WHICH HERTZ WOULD HAVE INCURRED IF THE CAR WAS REPAIRED, WHICH SHALL REFLECT ANY DISCOUNTS, PRICE REDUCTIONS OR ADJUSTMENTS AVAILABLE TO HERTZ? OR (2) THE FAIR MARKET VALUE OF THE CAR AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ANY NET DISPOSAL PROCEEDS. "ACTUAL AND REASONABLE COSTS" MEANS THE REPAIR PRICE REDUCED BY ALL DISCOUNTS PAID BY HERTZ TO THE REPAIRER OF THE CAR, INCLUDING COSTS FOR TOWING, STORAGE AND IMPOUND FEES. (B) YOU WILL NOT BE RESPONSIBLE FOR DAMAGES INCURRED BY HERTZ FOR THE LOSS OF USE OF THE CAR, RELATED ADMINISTRATIVE CHARGES, OR AMOUNTS THAT HERTZ RECOVERS FROM ANY OTHER PARTY. (C) YOU ARE NOT RESPONSIBLE FOR MECHANICAL DAMAGE UNRELATED TO AN ACCIDENT OR THAT COULD REASONABLY BE EXPECTED FROM NORMAL USE OF THE CAR EXCEPT IN INSTANCES WHERE ABUSE OR NEGLIGENCE BY YOU OR AN AUTHORISED OPERATOR IS SHOWN. (D) YOU WILL NOT BE LIABLE FOR LOSS DUE TO THEFT OF THE CAR UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORISED OPERATOR FAILED TO EXERCISE REASONABLE CARE OR COMMITTED, OR AIDED AND ABETTED IN THE COMMISSION OF, THE THEFT OF THE CAR. (E) IF THE CAR IS RETURNED WITH DAMAGE, THEN, WITHIN 72 HOURS AFTER THE CAR IS RETURNED, YOU, ANY AUTHORISED OPERATOR OR YOUR OR HIS OR HER INSURER MUST NOTIFY HERTZ THAT YOU, HE, SHE OR IT WISHES TO INSPECT THE DAMAGED CAR OR THE RIGHT TO INSPECT THE DAMAGED CAR WILL BE WAIVED. THE INSPECTION MUST BE COMPLETED WITHIN 7 DAYS OF THE RETURN DATE OF THE CAR. HOWEVER, IF HERTZ DETERMINES THE CAR TO BE A TOTAL LOSS AND SUBJECT TO SALVAGE, THE 72HOUR PERIOD SHALL NOT APPLY AND YOU, ANY AUTHORISED OPERATOR OR YOUR, HIS OR HER INSURER SHALL HAVE 10 BUSINESS DAYS TO INSPECT THE CAR FROM RECEIPT BY YOU FROM HERTZ OF A NOTICE OF YOUR OBLIGATION (OR THAT OF THE AUTHORISED OPERATOR WHO WAS OPERATING THE CAR AT THE TIME THAT THE DAMAGE OCCURRED) TO EXECUTE AND RETURN TO HERTZ A COMPLETE AND ACCURATE INCIDENT REPORT DESCRIBING ANY PHYSICAL AND/OR MECHANICAL DAMAGE.
5. FOR RENTALS COMMENCING IN WISCONSIN, (A) YOU ARE NOT RESPONSIBLE FOR ANY DAMAGE TO THE CAR OTHER THAN DAMAGE (x) RESULTING FROM AN ACCIDENT OCCURRING WHILE THE CAR IS UNDER THIS AGREEMENT OR (y) CAUSED INTENTIONALLY BY, OR BY THE RECKLESS OR WANTON MISCONDUCT OF YOU OR AN AUTHORISED OPERATOR? AND (B) YOUR RESPONSIBILITY WILL IN NO EVENT EXCEED THE FAIR MARKET VALUE OF THE CAR IMMEDIATELY BEFORE THE DAMAGE OCCURS, LESS ITS SALVAGE VALUE, PLUS ACTUAL TOWING FEES AND STORAGE FEES FOR NO MORE THAN 2 DAYS.

YOUR RESPONSIBILITY MAY ALSO BE LIMITED IN OTHER JURISDICTIONS.

- d. IF YOU HAVE PURCHASED THE OPTIONAL LOSS DAMAGE WAIVER ("LDW"), WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e) BELOW. IN THOSE JURISDICTIONS WHERE THE SALE OF LDW IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE CAR. AS OF 1 JUNE 2016, LDW PURCHASED FOR PROGRAMME RENTALS WHICH COMMENCE IN THE UNITED STATES IS NOT SUBJECT TO A DEDUCTIBLE. LDW IS SUBJECT TO A DEDUCTIBLE ON RENTALS WHICH COMMENCE IN CANADA. IN THE FUTURE DEDUCTIBLES MAY, WITHOUT NOTICE, BE IMPOSED, AND THEREAFTER CHANGED FROM TIME TO TIME, WHERE PERMITTED BY LAW, BUT ONLY IF THE DEDUCTIBLES IMPOSED ARE NOTED ON THE RENTAL RECORDS FOR THE RENTALS TO WHICH THEY APPLY.

LDW ENTAILS AN ADDITIONAL CHARGE. AS OF 1 JUNE 2016, THE MAXIMUM CHARGE FOR LDW AT MOST HERTZ LOCATIONS IS US\$89.99 FOR EACH FULL OR PARTIAL RENTAL DAY IN THE UNITED STATES (US\$32,846.35 ON AN ANNUALISED BASIS) OR CAN\$38.99 FOR EACH FULL OR PARTIAL

RENTAL DAY IN CANADA (CAN\$14,231.35 ON AN ANNUALISED BASIS). HOWEVER, A SPECIAL HIGHER LDW CHARGE OF US\$99.99 OR LESS FOR EACH FULL OR PARTIAL RENTAL DAY IN THE UNITED STATES (US\$36,496.35 OR LESS ON AN ANNUALISED BASIS) OR CAN\$38.99 FOR EACH FULL OR PARTIAL RENTAL DAY IN CANADA (CAN\$14,231.35 ON AN ANNUALISED BASIS) IS APPLICABLE ON RENTALS OF CERTAIN LUXURY AND OTHER HIGH VALUE CARS. ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

PURCHASE OF LDW IS NOT REQUIRED IN ORDER TO RENT A CAR AND MAY BE DECLINED. YOUR OWN INSURANCE (OR THAT OF AN AUTHORISED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORISED OPERATOR) FOR LOSS OF OR DAMAGE TO THE CAR. BEFORE DECIDING WHETHER TO PURCHASE LDW, YOU ARE ADVISED TO CONSULT WITH YOUR INSURER AND/OR EXAMINE YOUR AUTOMOBILE INSURANCE POLICY AND THAT OF ANY AUTHORISED OPERATOR TO DETERMINE WHETHER THE POLICY AFFORDS COVERAGE FOR LOSS OR DAMAGE TO A RENTED VEHICLE, AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE, INCLUDING THE AMOUNT OF THE DEDUCTIBLE AND ANY OTHER LIMITATIONS AND EXCESSES. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE.

FOR RENTALS COMMENCING IN NEW YORK: FOR RENTALS COMMENCING IN NEW YORK: FOR RENTALS OF TWO OR MORE DAYS, YOU MAY VOID LDW AT NO CHARGE WITHIN 24 HOURS OF PURCHASE PROVIDED THAT YOU APPEAR IN PERSON WITH THE CAR AT ANY BRANCH OF THE RENTING COMPANY AND SIGN A CANCELLATION FORM. 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.

- e. USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5 OF THESE TERMS AND CONDITIONS WILL, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VOID LDW AND CAUSE YOU TO BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR RESULTING FROM THAT PROHIBITED USE.

FOR RENTALS COMMENCING IN CALIFORNIA, IF YOU HAVE ACCEPTED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) DAMAGE OR LOSS RESULTS FROM (A) INTENTIONAL, WILFUL, WANTON OR RECKLESS MISCONDUCT OF YOU OR AN AUTHORISED OPERATOR; (B) OPERATION OF THE CAR BY YOU OR AN AUTHORISED OPERATOR WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN CALIFORNIA, THE APPLICABLE LAW IS SECTION 23152 OF THE CALIFORNIA VEHICLE CODE); (C) YOU OR AN AUTHORISED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING; OR (D) OPERATION OF THE CAR ON AN UNPAVED ROAD BY YOU OR AN AUTHORISED OPERATOR IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS? (ii) DAMAGE OR LOSS OCCURS WHILE THE CAR IS (A) USED FOR COMMERCIAL HIRE; (B) USED IN CONNECTION WITH CONDUCT THAT COULD BE PROPERLY CHARGED AS A FELONY; (C) INVOLVED IN A SPEED TEST OR CONTEST OR IN DRIVER TRAINING ACTIVITY; (D) OPERATED BY A PERSON OTHER THAN YOU OR AN AUTHORISED OPERATOR; OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA, UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD AT HERTZ' SOLE DISCRETION? OR (iii) IF YOU OR ANY AUTHORISED OPERATOR HAS (A) PROVIDED FRAUDULENT INFORMATION TO HERTZ OR (B) PROVIDED FALSE INFORMATION AND HERTZ WOULD NOT HAVE RENTED THE CAR IF IT HAD INSTEAD RECEIVED TRUE INFORMATION.

FOR RENTALS COMMENCING IN IOWA, IF YOU HAVE ACCEPTED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) THE LOSS OR DAMAGE IS INTENTIONALLY CAUSED BY, OR IS A RESULT OF THE WILFUL, ABUSIVE, RECKLESS OR WANTON MISCONDUCT OF, YOU OR AN AUTHORISED OPERATOR? (ii) THE LOSS OR DAMAGE ARISES OUT OF THE OPERATION OF THE CAR BY YOU OR AN AUTHORISED OPERATOR WHILE INTOXICATED OR UNDER THE INFLUENCE OF A DRUG? (iii) THE LOSS OR DAMAGE IS CAUSED WHILE YOU OR AN AUTHORISED OPERATOR IS ENGAGED IN A RACE, TRAINING ACTIVITY, CONTEST OR USE OF THE CAR FOR AN ILLEGAL PURPOSE? (iv) THE RENTAL AGREEMENT IS BASED ON FALSE OR MISLEADING INFORMATION SUPPLIED BY YOU OR AN AUTHORISED OPERATOR? (v) THE LOSS OR DAMAGE IS CAUSED BY OPERATING THE CAR OTHER THAN ON REGULARLY MAINTAINED HARD SURFACE ROADWAYS, INCLUDING PRIVATE DRIVEWAYS AND CAR PARKS? (vi) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR TO TRANSPORT PERSONS OR PROPERTY FOR HIRE OR TO PUSH OR TOW ANYTHING? (vii) THE LOSS OR DAMAGE

OCCURS WHILE THE CAR IS OPERATED BY A DRIVER OTHER THAN YOU OR AN AUTHORISED OPERATOR? (viii) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR OUTSIDE THE UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD AT HERTZ' SOLE DISCRETION? OR (ix) THE LOSS OR DAMAGE IS ATTRIBUTABLE TO THEFT WHICH OCCURS WITH THE PRIOR KNOWLEDGE OR KNOWING PARTICIPATION OF YOU OR AN AUTHORISED OPERATOR, OR WHICH IS ATTRIBUTABLE TO YOU OR AN AUTHORISED OPERATOR LEAVING THE CAR UNATTENDED WITH THE KEYS IN THE CAR.

FOR RENTALS COMMENCING IN MINNESOTA, IF YOU HAVE ACCEPTED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) YOU OR AN AUTHORISED OPERATOR ENGAGE IN ANY WILFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEATBELTS, USE WHEN OVERLOADED, CARRYING PERSONS OR PROPERTY FOR HIRE, OFF PAVED ROADS, OR LEAVING THE CAR AND FAILING TO REMOVE THE KEYS OR CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE BOOT AND THE CAR IS VANDALISED OR STOLEN? (ii) THE DAMAGE OR LOSS DIRECTLY RESULTS FROM OPERATION OF THE CAR BY YOU OR AN AUTHORISED OPERATOR WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ANY ILLEGAL DRUG AS DEFINED OR DETERMINED UNDER THE LAW OF THE STATE WHERE THE LOSS OR DAMAGE OCCURRED? (iii) THE DAMAGE OR LOSS DIRECTLY RESULTS FROM YOUR OR AN AUTHORISED OPERATOR TOWING OR PUSHING ANYTHING WITH THE CAR? (iv) THE DAMAGE OR LOSS RESULTS WHILE THE CAR IS BEING USED FOR COMMERCIAL HIRE? (v) THE DAMAGE OR LOSS OCCURS OUT OF THE USE OF THE CAR WHILE COMMITTING OR OTHERWISE ENGAGED IN A CRIMINAL ACT IN WHICH THE CAR'S USAGE IS SUBSTANTIALLY RELATED TO THE NATURE OF THE CRIMINAL ACTIVITY (FOR THIS EXCLUSION TO APPLY, THE CRIMINAL ACTIVITY MUST BE CLASSIFIED AS A FELONY UNDER THE LAWS OF THE STATE WHICH THE CRIMINAL ACTIVITY OCCURS)? (vi) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS INVOLVED IN A SPEED TEST OR SPEED CONTEST OR IN DRIVER TRAINING ACTIVITY? (vii) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS OPERATED OUTSIDE THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT? (viii) THE DAMAGE OR LOSS OCCURS TO A CAR IF YOU PROVIDED FRAUDULENT OR FALSE INFORMATION AND HERTZ WOULD NOT HAVE RENTED THE CAR HAD IT RECEIVED TRUE INFORMATION? OR (ix) THE DAMAGE OR LOSS OCCURS WHILE THE CAR IS OPERATED BY AN UNAUTHORISED OPERATOR.

FOR RENTALS COMMENCING IN NEVADA, IF YOU HAVE ACCEPTED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) DAMAGE OR LOSS RESULTING FROM (A) THE INTENTIONAL, WILFUL, WANTON OR RECKLESS CONDUCT OF YOU OR AN AUTHORISED OPERATOR; (B) OPERATION OF THE CAR BY YOU OR AN AUTHORISED OPERATOR WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAWS OF THE STATE IN WHICH THE LOSS OR DAMAGE OCCURS (IN NEVADA, THE APPLICABLE LAW IS SECTION 484.379 OF THE NEVADA REVISED STATUTES); (C) YOU OR AN AUTHORISED OPERATOR USING THE CAR TO TOW OR PUSH ANYTHING; OR (D) OPERATION OF THE CAR BY YOU OR AN AUTHORISED OPERATOR ON AN UNPAVED ROAD IF THE DAMAGE OR LOSS IS A DIRECT RESULT OF THE ROAD OR DRIVING CONDITIONS? (ii) DAMAGE OR LOSS OCCURRING WHEN THE CAR 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 AN AUTHORISED OPERATOR; OR (E) OPERATED OUTSIDE OF THE UNITED STATES OR CANADA, UNLESS YOU HAVE FIRST OBTAINED SPECIFIC WRITTEN PERMISSION TO DO SO FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD AT HERTZ' SOLE DISCRETION? OR (iii) IF THE CAR WAS RENTED AS A RESULT OF FRAUDULENT INFORMATION PROVIDED TO HERTZ BY YOU OR AN AUTHORISED OPERATOR, OR AS A RESULT OF FALSE INFORMATION PROVIDED TO HERTZ BY YOU OR AN AUTHORISED OPERATOR IF HERTZ WOULD NOT HAVE RENTED THE CAR HAD IT RECEIVED TRUE INFORMATION.

FOR RENTALS COMMENCING IN NEW YORK, IF YOU HAVE ACCEPTED LDW, THEN YOUR LDW WILL BE VOID AND YOU WILL BE RESPONSIBLE FOR LOSS OR DAMAGE TO THE CAR ONLY IN THE FOLLOWING CIRCUMSTANCES: (i) THE LOSS OR DAMAGE IS CAUSED INTENTIONALLY OR AS A RESULT OF WILFUL, WANTON OR RECKLESS CONDUCT OF THE DRIVER? (ii) THE LOSS OR DAMAGE ARISES OUT OF THE DRIVER'S OPERATION OF THE CAR WHILE INTOXICATED OR IMPAIRED BY THE USE OF ALCOHOL OR DRUGS? (iii) HERTZ ENTERED INTO THE RENTAL TRANSACTION BASED ON FRAUDULENT OR MATERIALLY FALSE INFORMATION SUPPLIED BY YOU OR AN AUTHORISED OPERATOR? (iv) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR WHILE ENGAGED IN THE COMMISSION OF A CRIME OTHER THAN A TRAFFIC INFRACTION? (v) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR 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? (vi) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR BY A PERSON OTHER THAN YOU, AN AUTHORISED OPERATOR, A DULY LICENSED PARENT OR CHILD OF YOURS OVER THE AGE OF 18 WHO PERMANENTLY RESIDES IN THE SAME HOUSEHOLD AS YOU, OR A PARKING VALET OR PARKING GARAGE ATTENDANT FOR COMPENSATION AND IN THE NORMAL COURSE OF EMPLOYMENT? (vii) THE LOSS OR DAMAGE ARISES OUT OF THE USE OF THE CAR OUTSIDE OF THE

UNITED STATES OR CANADA WITHOUT FIRST OBTAINING SPECIFIC WRITTEN PERMISSION FROM HERTZ, WHICH PERMISSION MAY BE WITHHELD AT HERTZ' SOLE DISCRETION? OR (viii) YOU OR AN AUTHORISED OPERATOR HAS FAILED TO COMPLY WITH THE REQUIREMENTS FOR REPORTING DAMAGE OR LOSS AS SET FORTH IN SUBDIVISION 5 OF SECTION 396z OF THE NEW YORK GENERAL BUSINESS LAW.

- f. YOU MAY, AT THE COMMENCEMENT OF A RENTAL, BE GIVEN ADDITIONAL DISCLOSURES PERTINENT TO YOUR DECISION WHETHER TO PURCHASE OR DECLINE LDW IN THE JURISDICTION IN WHICH THE RENTAL COMMENCES. THESE ADDITIONAL DISCLOSURES MAY APPEAR ON YOUR RENTAL RECORD OR IN A SEPARATE NOTICE. YOU SHOULD READ THESE DISCLOSURES CAREFULLY PRIOR TO COMMENCEMENT OF THE RENTAL. IF YOU HAVE DECLINED LDW IN YOUR ENROLMENT, YOU MAY NEVERTHELESS PURCHASE LDW FOR A SPECIFIC RENTAL BY ADVISING A HERTZ REPRESENTATIVE OF YOUR DECISION AT THE COMMENCEMENT OF THE RENTAL AND HAVING THE REPRESENTATIVE REVISE THE RENTAL RECORD TO REFLECT YOUR ELECTION. LIKewise, IF YOU HAVE ACCEPTED LDW IN YOUR ENROLMENT, YOU MAY ELECT TO DECLINE LDW FOR A SPECIFIC RENTAL BY OBTAINING A REVISED RENTAL RECORD/AGREEMENT FROM A HERTZ REPRESENTATIVE AT THE COMMENCEMENT OF THE RENTAL.
- g. YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE TO OR LOSS OF THE CAR TO YOUR INSURANCE CARRIER. FOR RENTALS WHICH COMMENCE IN NEW MEXICO OR NEW YORK, IF SUCH COVERAGE EXISTS UNDER YOUR AUTOMOBILE INSURANCE POLICY, YOU MAY REQUIRE THAT HERTZ SUBMIT ANY CLAIMS TO YOUR INSURANCE CARRIER AS YOUR AGENT.

5. PROHIBITED USE OF THE CAR

NEITHER YOU NOR ANY AUTHORIZED OPERATOR MAY:

- a. PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR;
- b. INTENTIONALLY DESTROY, DAMAGE OR AID IN THE THEFT OF THE CAR;
- c. TAKE OR ATTEMPT TO TAKE THE CAR INTO MEXICO OR TO ANYWHERE ELSE OUTSIDE OF THE UNITED STATES OR CANADA, EXCEPT AS EXPRESSLY PERMITTED UNDER THIS AGREEMENT;
- d. ENGAGE IN ANY WILLFUL OR WANTON MISCONDUCT, WHICH, AMONG OTHER THINGS, MAY INCLUDE RECKLESS CONDUCT SUCH AS: THE FAILURE TO USE SEAT BELTS, THE FAILURE TO USE CHILD SEATS OR OTHER CHILD RESTRAINTS WHERE LEGALLY REQUIRED, USE WHEN OVERLOADED, USE OFF PAVED ROADS OR ON ROADS WHICH ARE NOT REGULARLY MAINTAINED, LEAVING THE CAR AND FAILING TO REMOVE THE KEYS, OR FAILING TO CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE BOOT;
- e. USE OR PERMIT THE USE OF THE CAR BY ANYONE:
 - 1. WHILE LEGALLY INTOXICATED OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR OTHER ABSORBED ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY?
 - 2. FOR ANY PURPOSE THAT COULD PROPERLY BE CHARGED AS A CRIME, SUCH AS THE ILLEGAL TRANSPORTATION OF PERSONS, DRUGS OR CONTRABAND;
 - 3. TO TOW OR PUSH ANYTHING;
 - 4. IN A SPEED TEST, SPEED CONTEST, RACE, RALLY, SPEED ENDURANCE CONTEST OR DEMONSTRATION;
 - 5. IN DRIVER TRAINING ACTIVITY;
 - 6. TO CARRY PERSONS OR PROPERTY FOR HIRE (i.e., FOR A CHARGE OR FEE);
 - 7. IF THE CAR HAS BEEN OBTAINED FROM HERTZ BY FRAUD OR MISREPRESENTATION; OR
 - 8. TO CARRY HAZARDOUS MATERIALS (OTHER THAN CUSTOMARY QUANTITIES OF MATERIALS USED IN THE OPERATION OF THE CAR THAT ARE STORED WITHIN THE CONTAINERS PROVIDED FOR THEM), EXPLOSIVES, BIOLOGICALLY ACTIVE MATERIALS THAT ARE HAZARDOUS TO HUMAN HEALTH OR RADIOACTIVE MATERIAL INCLUDING, BUT NOT LIMITED TO, ANY BIOLOGICALLY ACTIVE OR RADIOACTIVE MATERIAL FOR RESEARCH, EDUCATION, DEVELOPMENT OR INDUSTRIAL PURPOSES, OR FOR PURPOSES INCIDENTAL THERETO?
- f. FOR RENTALS IN HAWAII, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLANDS OF HAWAII; AND

- g. FOR RENTALS IN PUERTO RICO OR ST. THOMAS, TAKE OR ATTEMPT TO TAKE THE CAR OFF THE ISLAND OF RENTAL.

ANY USE OF THE CAR IN A MANNER PROHIBITED IN PARAGRAPH 5:

- i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL CAUSE YOU TO LOSE THE BENEFIT OF ANY LIMITATION ON YOUR LIABILITY FOR LOSS OF OR DAMAGE TO THE CAR, EVEN IF YOU HAVE ACCEPTED LDW?
- ii. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WILL VOID PERSONAL ACCIDENT INSURANCE ("PAI") AND PERSONAL EFFECTS COVERAGE ("PEC"), LIABILITY INSURANCE SUPPLEMENT ("LIS") COVERAGE, EMERGENCY SICKNESS PROTECTION ("ESP") AND ANY LIABILITY PROTECTION PROVIDED BY HERTZ UNDER THIS AGREEMENT? AND
- iii. WILL CONSTITUTE A BREACH OF THIS AGREEMENT, MAKING YOU RESPONSIBLE, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL DAMAGES TO HERTZ CAUSED BY THE BREACH, TOGETHER WITH HERTZ' RELATED COSTS AND ATTORNEYS' FEES.

6. PAYMENT OF CHARGES

You and any person, corporation or other entity to whom, with Hertz' consent, You expressly direct the charges in any way incurred under this Agreement ("Charges") to be billed, are jointly and severally responsible for payment of all charges. If You direct Charges to be billed to any person, corporation or other entity, You represent that You are authorised to do so. Charges not paid on time as required by this Agreement may be subject to a late payment fee. You may also be charged a fee for any cheque used for payment of Charges that is returned to Hertz unpaid or for any credit, charge, debit or stored value/prepaid/gift card charges which are not honoured by the card issuer.

Payment for all Charges is due at the completion of the rental in cash or by a credit card, charge card, debit card or other device acceptable to Hertz? however, special rules may apply for rentals which are paid for with prepaid vouchers or coupons – see below. You may be required to present a credit, charge or debit card at the commencement of rental and agree to permit Hertz to bill Charges to that card. By providing a form of payment, You authorise Hertz to perform a check on Your credit and/or other data sources that identify risk associated with a rental of the Car by You. Hertz may decline to rent based on this information. Stored value/prepaid/gift cards are not, and debit cards may not be, acceptable to qualify for rental, but both types of cards may be used for payment at return. Charges not known to Hertz at the completion of the rental are payable by You, or by the person, corporation or other entity to whom such Charges are to be billed, immediately upon receipt of an invoice therefore or by billing to the first credit, charge or debit card specified in Your Enrolment which had available credit or funds at the time of rental (or against the first credit, charge or debit card specified in Your Enrolment which has sufficient available credit or funds to cover all charges at the time of billing), even if cash, another credit, charge or debit card or stored value/prepaid/gift card was used to pay for charges at the completion of the rental. The payment of Charges by use of a credit, charge, debit or stored value/prepaid/gift card is governed by the terms of Your agreement with the card issuer. YOU AUTHORISE HERTZ TO (1) AT THE TIME OF RENTAL, RESERVE CREDIT WITH, OR OBTAIN AN AUTHORISATION FROM, THE ISSUER OF THE FIRST CREDIT, CHARGE OR DEBIT CARD SPECIFIED IN YOUR ENROLMENT WHICH HAS AVAILABLE CREDIT OR FUNDS, IN A REASONABLE AMOUNT THAT IS GREATER THAN THE ESTIMATED CHARGES, EXCLUSIVE OF ANY APPLICABLE DISCOUNTS OR PROMOTIONS THAT ARE APPLIED AT THE TIME OF RETURN AND (2) PROCESS ONE OR MORE VOUCHERS OR PAYMENT SLIPS AGAINST THAT CARD (OR AGAINST THE FIRST CARD SPECIFIED IN YOUR ENROLMENT WHICH HAS SUFFICIENT AVAILABLE CREDIT OR FUNDS TO COVER ALL CHARGES AT THE TIME OF BILLING) FOR ALL ACTUAL CHARGES (INCLUDING BUT NOT LIMITED TO CHARGES FOR DAMAGE TO THE CAR, WHERE PERMITTED BY LAW) AT OR FOLLOWING THE COMPLETION OF THE RENTAL. IF A DEBIT CARD IS SPECIFIED IN YOUR ENROLMENT OR IS USED TO QUALIFY FOR A RENTAL, HERTZ WILL NOT BE LIABLE FOR OVERDRAFT CHARGES, OR FOR ANY OTHER LOSSES OR LIABILITIES WHICH YOU MAY INCUR, IN THE EVENT THAT YOU OVERDRAW YOUR ACCOUNT AFTER HERTZ RECEIVES AN AUTHORISATION AT THE COMMENCEMENT OF THE RENTAL, IF THE AUTHORISATION EXCEEDS THE ACTUAL CHARGES INCURRED IN CONNECTION WITH THE RENTAL. THERE MAY BE A DELAY BETWEEN THE TIME THAT THE CHARGES ARE RECEIVED BY YOUR CARD ISSUER AND THE TIME THAT THE CARD ISSUER RELEASES THE EXCESS. Hertz may audit all Charges. If any errors are found, You will pay the corrected Charges. If payment was by credit, charge or debit card, You authorise Hertz to correct the Charges with the card issuer. Hertz will notify You of any correction.

Hertz may from time to time issue prepaid vouchers, coupons or credits represented either by documents or by entries in Hertz' records ("Vouchers") which may be used to pay rental charges subject to the terms and conditions of the Vouchers. You must advise Hertz when You make the reservation of Your intended use of a Voucher. Vouchers are to be submitted at the time that the Car is returned to Hertz. Charges not covered by the Voucher, including Charges for optional services which You have selected in Your Enrolment, will be processed against the first credit, charge or debit card listed in Your Enrolment which has available credit or funds. Hertz shall have no duty to issue Vouchers Restrictions on the use of Vouchers may apply.

7. COMPUTATION OF CHARGES

- a. TIME CHARGES are computed at the rates specified on the Rental Record for days, weeks, months, extra hours and extra days (including days in excess of any longer specified time period). THE MINIMUM RENTAL

CHARGE IS FOR ONE RENTAL DAY. RENTAL DAYS CONSIST OF CONSECUTIVE 24 HOUR PERIODS STARTING AT THE TIME THE RENTAL BEGINS, OR ANY PORTION OF A CALENDAR DAY, AS NOTED ON THE RENTAL RECORD. The extra hours rate shown on the Rental Record is charged for each full or partial hour in excess of a rental day until such extra hours' charges equal the daily rate specified on the Rental Record for an extra day. RENTAL RATE IS SUBJECT TO INCREASE IF YOU RETURN THE CAR MORE THAN 24 HOURS BEFORE OR 24 HOURS AFTER THE SCHEDULED RETURN TIME. LATE RETURNS BEYOND 30-MINUTE GRACE PERIOD SUBJECT TO EXTRA HOUR AND/OR EXTRA DAY CHARGES. Extra hours are only charged if the Car is returned 30 minutes or more beyond the start of a new rental day? however, as stated in paragraph 3, if the Car is returned after hours, charges may continue to accrue until the return location reopens for business. IF YOU FAIL TO COMPLY WITH ANY CONDITIONS SPECIFIED ON THE RENTAL RECORD APPLICABLE TO SPECIAL RATES, HERTZ' OTHERWISE APPLICABLE RENTAL RATES WILL BE CHARGED. Any changes to your agreed upon return time, date or location may result in a change to your quoted estimated rate total and the daily or hourly rate.

- b. MILEAGE/KILOMETREAGE CHARGES, including those for extra miles/kilometres, if any, are based on the per mile/kilometre rate specified on the Rental Record. The number of miles/kilometres driven is determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles/kilometres. The per mile/kilometre rate is then multiplied by the number of miles/kilometres driven or, in the case of extra miles/kilometres, by the number of miles/kilometres in excess of the number of miles/kilometres allowed, as specified on the Rental Record. The result is the mileage/kilometrage Charge.
- c. A SERVICE CHARGE may be applied if You return the Car to any location other than the location from which it is rented.
- d. LDW, PAI/PEC and LIS CHARGES, if applicable, are due and payable in full for each full or partial rental day, at the rates specified on the Rental Record.
- e. TAXES, TAX REIMBURSEMENTS, VEHICLE LICENSING FEES, AIRPORT AND/OR HOTEL RELATED FEES AND FEE RECOVERIES, GOVERNMENTAL OR OTHER SURCHARGES AND SIMILAR FEES are charged/recovered at the rates specified on the Rental Record or as otherwise required by applicable law.
- f. TOLL, PARKING & TRAFFIC OCCURRENCES/VIOLATIONS: YOU WILL BE RESPONSIBLE FOR AND PAY ALL TOLL OCCURRENCES, ALL PARKING, TRAFFIC AND TOLL VIOLATIONS, OTHER EXPENSES AND PENALTIES, ALL TOWING, STORAGE AND IMPOUND FEES AND ALL TICKETS CHARGED TO THE CAR ARISING OUT OF THE USE, POSSESSION OR OPERATION OF THE CAR BY YOU OR BY AN AUTHORISED OPERATOR. You authorised Hertz to release Your billing/rental information and charge or debit card information or billing account information and information regarding Your rental to American Traffic Solutions, Inc. and PlatePass, LLC for the exclusive purpose of processing and billing for unpaid toll occurrences, and any violations, fines, penalties and fees (and for PlatePass services, if used). You also agree to indemnify Hertz and/or American Traffic Solutions, Inc. and PlatePass, LLC, if they pay same. You agree to pay, upon billing, applicable service (typically \$30) and other fees related to the service and costs of paying for such toll occurrences or toll, parking or traffic violations and the cost of providing information about You to a court or governmental agency for each unpaid toll occurrence and each toll, parking or other citation incurred during Your rental. You further understand that Hertz, American Traffic Solutions, Inc. and/or PlatePass, LLC may furnish information regarding You, including but not limited to Your name, address and driver's licence number, to the governmental agency or court responsible for issuing or enforcing unpaid toll occurrences and toll, parking or other citations that You incur during Your rental. **For rentals throughout the U.S., including Hawaii: the amount of the service fee which You will be charged if Hertz or American Traffic Solutions, Inc. is required to pay for such an infraction or toll occurrence is up to \$42.00 per toll occurrence or citation. You are encouraged to pay directly to the court, county government or other appropriate agency the applicable tolls, fines, costs, monetary assessments, penalties, fees, surcharges or other charges.**
- g. RECOVERY EXPENSE consists of all costs of any kind incurred by Hertz in recovering the Car either under this Agreement, or if it is seized by governmental authorities as a result of its use by You, any Authorised Operator or any other operator with Your, his or her permission, including, but not limited to, all attorneys' fees and court costs.
- h. COLLECTION EXPENSE consists of all costs of any kind incurred by Hertz in collecting Charges from You or the person to whom they are billed, including, but not limited to, all attorneys' fees and court costs.
- i. LATE PAYMENT FEES may be applied to any balance due for Charges that are not paid within 30 days of Hertz' mailing an invoice for such Charges to You or the person to whom they are to be billed. Such invoice may be mailed either to Your or their address specified at time of rental, or Your or their billing address on file with Hertz.
- j. FINES AND OTHER EXPENSES include, but are not limited to, fines, penalties, attorneys' fees and court costs assessed against or paid by Hertz resulting from the use of the Car by You, any Authorised Operator or any other operator with Your, his or her permission.

- k. EARLY RETURN FEE of up to \$18 will be applied if You return the Car more than 24 hours before the date and time previously scheduled, and You failed to notify us more than 24 hours in advance of such change by calling Hertz on 1- 800-654-4174. This Fee will be applied in addition to any change in rental rate that occurs as a result of reducing Your rental timeframe.
- l. LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75, will be applied if You return the Car more than 12 hours after the date and time previously scheduled, and You failed to notify Hertz of such change more than 24 hours prior to Your scheduled return time by calling 1- 800-654-4174. This Fee will be applied in addition to any change in rental rate that occurs as a result of extending Your rental.
- m. RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 24 hours before or 12 hours after the date and time previously scheduled, and You notify us of an early return or return location change more than 24 hours in advance of an applicable return, or for an extension of Your rental, notify Us by the return date and time previously scheduled by calling 1- 800-654-4174 or modifying on Hertz.com. This fee will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.
- n. LOST KEYS/KEY FOBs/LOCKOUTS If You lose the keys/key fob to the Car, Hertz may charge You for the cost of replacing the keys or key fob and for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest Hertz location. If You lock the keys/key fob in the Car and request assistance from Hertz, Hertz may charge You for the cost of delivering replacement keys/key fob (if possible) or towing the Car to the nearest Hertz location.
- o. LOST/BROKEN GPS UNITS, CAR SEATS, ETC. If GPS or NeverLost units, Car Seats or any other separately provided product is lost, stolen or broken while on rent, You must notify Hertz, and You will be responsible for replacement, delivery and service costs.
- p. SMOKING FEE. In the event it is determined by Hertz personnel that You smoked in the car (based on odour, test strips or other mechanisms) or the car smells of cigarette, marijuana or other smoke, You will be charged a \$400 fee.
- q. ANY OTHER CHARGES specified on the Rental Record will be charged at the applicable rates specified on the Rental Record. Any such charges which are stated on the Rental Record as a daily rate shall be due and payable for each full or partial rental day.
- r. Charges will continue to accrue until the Car is returned to Hertz or, if the Car has been stolen, until You report the theft both to the police in the jurisdiction in which the theft occurs and to Hertz.

8. **REFUELING OPTIONS**

A. FOR RENTALS IN THE UNITED STATES. Most Hertz rentals come with a full tank of gas, but that is not always the case. The refueling options are:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

a. For rentals from select locations: IF YOU DRIVE 75 MILES OR LESS, as determined by subtracting the Car's odometer reading at the beginning of the rental from the reading when the Car is returned, excluding tenths of miles, YOU MUST PRODUCE A RECEIPT AT THE TIME OF RETURN INDICATING THAT FUEL WAS PURCHASED SO THAT THE CAR IS RETURNED WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT. If You drive 75 miles or less and You do not produce such a receipt at the time of return, You will be charged the ?75 mile Fuel and Service Charge at the rate specified on the Rental Record, to the extent permitted by law.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile/kilometre or per-gallon rate specified on the Rental Record.

a. The per-mile/kilometre rate is used if You do not buy fuel during the rental. To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile/kilometre rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE/KILOMETER AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

- a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.
- b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELLING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

B. FOR RENTALS IN CANADA. Most Hertz rentals come with a full tank of fuel, but that is not always the case. There are three refuelling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay a charge for fuel.
2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable permile/kilometre or pergallon rate specified on the Rental Record.
 - a. The permile/kilometre rate is used if You do not buy fuel during the rental. To calculate this amount, Hertz multiplies the number of miles driven as shown on the car's odometer, times the per mile/kilometre rate shown on the Rental Record.
 - b. The pergallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE/KILOMETER AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except if You drive the Car 100 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the permile/kilometre rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH SUBPARAGRAPH 8.(B)(3) BECOMES APPLICABLE, THE PERGALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN FUEL AND SERVICE CHARGE, BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELLING THE CAR YOURSELF AT THE LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW

FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.

9. ARBITRATION PROVISION

THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION. Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN US MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND HERTZ (HEREINAFTER "HERTZ") EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and Hertz remain free to bring any issues to the attention of government agencies. This Arbitration Provision's scope is broad and includes, without limitation, any claims relating to any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise. The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at www.adr.org. You or Hertz may commence an arbitration by providing a written demand for arbitration to the other (to Hertz, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, Hertz will reimburse You for any AAA required filing fee. The arbitrator may award injunctive relief as well as money, but only in favour of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitration award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action. IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAILING US AT no.arbitration@Hertz.com OR BY MAIL TO Hertz, 8501 Williams Road, Estero, FL 33928, Attn: Legal Department. Include Your name, address, reservation ID number or Rental Agreement number (if provided), and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of arbitration, You do not need to do so again.

10. RESPONSIBILITY FOR PROPERTY

YOU AGREE THAT HERTZ IS NOT RESPONSIBLE TO YOU, ANY AUTHORISED OPERATORS OR ANYONE ELSE FOR ANY LOSS OF OR DAMAGE TO YOUR OR THEIR PERSONAL PROPERTY CAUSED BY YOUR OR THEIR ACTS OR OMISSIONS, THOSE OF ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ' NEGLIGENCE. YOU AND ANY AUTHORISED OPERATORS HEREBY WAIVE ANY CLAIM AGAINST HERTZ, ITS AGENTS OR EMPLOYEES, FOR LOSS OF OR DAMAGE TO YOUR OR ANYONE ELSE'S PERSONAL PROPERTY, WHICH INCLUDES, WITHOUT LIMITATION, PROPERTY LEFT IN ANY HERTZ VEHICLE OR BROUGHT ONTO HERTZ' PREMISES, CAUSED BY YOU OR ANY AUTHORISED OPERATOR, BY ANY THIRD PARTY OR, TO THE EXTENT PERMITTED BY LAW, BY HERTZ' NEGLIGENCE WHETHER IN WHOLE OR IN PART. YOU AND ANY AUTHORISED OPERATORS AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM ANY CLAIM AGAINST HERTZ FOR LOSS OF OR DAMAGE TO PERSONAL PROPERTY THAT IS CONNECTED WITH ANY RENTAL UNDER THIS AGREEMENT.

11. LIABILITY PROTECTION

THE FOLLOWING SUBPARAGRAPH (a) APPLIES TO RENTALS ANYWHERE IN THE UNITED STATES IF THE PROVISIONS OF YOUR CDP NUMBER OR RATE PLAN INCLUDE THE EXTENSION BY HERTZ OF LIABILITY PROTECTION. SUBPARAGRAPH (a) ALSO APPLIES TO RENTALS COMMENCING IN THOSE U.S. JURISDICTIONS WHICH HAVE LAWS WHICH REQUIRE THAT CAR RENTAL COMPANIES PROVIDE PRIMARY LIABILITY PROTECTION? AS OF 1 JUNE 2016, U.S. JURISDICTIONS IN WHICH CAR RENTAL COMPANIES ARE REQUIRED TO PROVIDE PRIMARY LIABILITY PROTECTION INCLUDE MARYLAND, MASSACHUSETTS, MICHIGAN, NEW YORK, SOUTH CAROLINA, VIRGINIA, WEST VIRGINIA AND ST. THOMAS. THE FOLLOWING SUBPARAGRAPH (a) ALSO APPLIES TO PROGRAMME RENTALS WHICH COMMENCE IN CALIFORNIA OR VIRGINIA IF THE RENTING COMPANY IS A LICENSEE OF HERTZ.

- a. WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, HERTZ WILL INDEMNIFY, HOLD HARMLESS AND DEFEND YOU AND ANY OTHER AUTHORISED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, WHICH BY DEFINITION EXCLUDES ANY OF YOUR OR ANY AUTHORISED OPERATORS' FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION, INCLUDING OWNER'S LIABILITY, ARE THE SAME AS THE MINIMUM LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS, UNLESS HIGHER LIMITS APPLY FOR THE CDP NUMBER OR RATE PLAN SHOWN ON THE RENTAL RECORD. THESE LIMITS MAY NOT BE ADEQUATE TO FULLY COVER YOUR LIABILITY

IN THE EVENT THAT YOU ARE INVOLVED IN AN ACCIDENT. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST", "UNDERINSURED MOTORIST", "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERTZ AND YOU HEREBY WAIVE AND REJECT THE INCLUSION OF ANY SUCH PROTECTION. If such protection is imposed by operation of law, then the limits of such protection will be the minimum required for primary liability protection by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph is primary with respect to any insurance coverage which You or an Authorised Operator may have. TO THE EXTENT PERMITTED BY LAW, HERTZ' DEFENCE OBLIGATIONS TO YOU OR ANY AUTHORISED OPERATOR HEREUNDER SHALL CEASE AFTER THE APPLICABLE LIMITS OF LIABILITY PROTECTION ARE TENDERED OR EXHAUSTED.

THE FOLLOWING SUBPARAGRAPH (b) APPLIES FOR ALL RENTALS IN THE UNITED STATES OTHER THAN THOSE NOTED IN SUBPARAGRAPH (a)

- b. IF YOU DO NOT PURCHASE LIABILITY INSURANCE SUPPLEMENT (LIS) (A SUMMARY OF LIS COVERAGE APPEARS BELOW) AT THE COMMENCEMENT OF THE RENTAL AND AN ACCIDENT RESULTS FROM THE USE OF THE CAR, YOUR INSURANCE AND THE INSURANCE OF THE OPERATOR OF THE CAR WILL BE PRIMARY. WHERE PERMITTED BY LAW, HERTZ DOES NOT PROVIDE ANY THIRD-PARTY LIABILITY PROTECTION COVERING THIS RENTAL. YOU AGREE THAT YOU AND YOUR INSURANCE COMPANY WILL BE RESPONSIBLE FOR HANDLING, DEFENDING AND PAYING ALL THIRD-PARTY CLAIMS FOR BODILY INJURY, INCLUDING DEATH OR PROPERTY DAMAGE CAUSED BY OR ARISING FROM THE USE OR OPERATION OF THE CAR DURING THE RENTAL (THIRD-PARTY CLAIMS). YOU REPRESENT AND WARRANT THAT YOUR INSURANCE IS SUFFICIENT TO SATISFY THE MINIMUM APPLICABLE FINANCIAL RESPONSIBILITY AS REQUIRED BY LAW. YOU AGREE TO INDEMNIFY AND HOLD HERTZ HARMLESS FROM AND AGAINST, AND WILL DEFEND HERTZ AGAINST, ANY AND ALL LOSS, LIABILITY OR DAMAGES WHATSOEVER CAUSED BY OR ARISING OUT OF THE USE OR OPERATION OF THE CAR DURING THE RENTAL PLUS COSTS AND ATTORNEYS' FEES. UNLESS REQUIRED BY LAW, HERTZ DOES NOT PROVIDE ANY "UNINSURED" OR "UNDERINSURED" MOTORIST PROTECTION, PHYSICAL DAMAGE PROTECTION FOR THE CAR, "NO-FAULT" OR OTHER OPTIONAL PROTECTION IN CONNECTION WITH THE RENTAL AND HERTZ AND YOU HEREBY WAIVE AND REJECT, TO THE EXTENT PERMITTED BY LAW, INCLUSION OF SUCH PROTECTION. WHERE HERTZ IS REQUIRED BY LAW TO PROVIDE ANY PROTECTION IN SPITE OF THIS AGREEMENT, SUCH PROTECTION SHALL BE SECONDARY OVER AND ABOVE ANY OTHER POLICIES (WHETHER PRIMARY OR EXCESS), IN AN AMOUNT NOT TO EXCEED THE MINIMUM STATUTORY FINANCIAL RESPONSIBILITY LIMITS OF THE JURISDICTION IN WHICH THE ACCIDENT OCCURS. HERTZ MAY PROVIDE SUCH LIABILITY PROTECTION UNDER A CERTIFICATE OF SELF-INSURANCE OR AN INSURANCE POLICY.

FOR RENTALS COMMENCING IN FLORIDA: Florida law requires Hertz' liability protection and personal injury protection to be primary unless otherwise stated. Therefore, Hertz hereby informs You that the valid and collectible liability insurance and personal injury protection insurance of any authorised 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, unless Your CDP number or rate plan includes the extension by Hertz of liability protection or You accept the optional LIS. Primary insurance means that, in the event of a covered loss, Your insurance or that of the Authorised Operator would be responsible for the payment of personal injury or property damage claims up to the limits of that insurance.

- c. FOR RENTALS COMMENCING IN CANADA, HERTZ WILL, WITHIN THE LIMITS STATED IN THIS SUBPARAGRAPH, INDEMNIFY, HOLD HARMLESS AND DEFEND YOU AND ANY AUTHORISED OPERATORS FROM AND AGAINST LIABILITY TO THIRD PARTIES, EXCLUDING ANY OF YOUR OR ANY AUTHORISED OPERATORS' FAMILY MEMBERS RELATED BY BLOOD, MARRIAGE OR ADOPTION RESIDING WITH YOU OR THEM, IF THE ACCIDENT RESULTS FROM THE USE OF THE CAR AS PERMITTED BY THIS AGREEMENT. THE LIMITS OF THIS PROTECTION ARE A COMBINED SINGLE LIMIT OF CAN\$1,000,000 FOR BODILY INJURY AND PROPERTY DAMAGE. THIS PROTECTION WILL CONFORM TO THE BASIC REQUIREMENTS OF ANY APPLICABLE MANDATORY "NO FAULT" LAW BUT DOES NOT INCLUDE "UNINSURED MOTORIST", "UNDERINSURED MOTORIST", "SUPPLEMENTARY NO FAULT" OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERTZ AND YOU HEREBY REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law for the benefit of persons other than You or any Authorised Operators, then the limits of such coverage will be the minimum required by the law of the jurisdiction in which the accident occurs. Hertz warrants that the protection described in this subparagraph will be provided in accordance with its lawful requirements in the jurisdiction in which the accident occurs. To the extent permitted by applicable law, the protection described in this subparagraph will be secondary to Your insurance and the insurance of the operator of the Car.
- d. YOU AND ALL OPERATORS WILL INDEMNIFY AND HOLD HERTZ, ITS AGENTS, EMPLOYEES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, ATTORNEYS' FEES AND EXPENSE OF ANY KIND (A "LOSS"), ARISING FROM THE USE OR POSSESSION OF THE CAR BY YOU OR ANY OTHER OPERATOR(S) WITH YOUR, HIS OR HER

PERMISSION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES INCURRED BY HERTZ TO ENFORCE ANY OF ITS RIGHTS HEREUNDER, UNLESS SUCH LOSS ARISES OUT OF HERTZ' SOLE NEGLIGENCE.

FOR RENTALS COMMENCING IN MICHIGAN: Under Michigan law, Hertz is liable for an injury caused by the negligent operation of the Car only up to a maximum amount of US\$20,000 because of bodily injury or death of one person in any one accident and US\$40,000 because of bodily injury or death of two or more persons in any one accident, and only if the injury occurred while the Car was being operated by You, Your spouse or another Authorised Operator or Your parent, sibling, child or other immediate family member. You may be liable to Hertz up to the maximum amounts specified in the preceding sentence and to an injured person for amounts awarded in excess of those maximum amounts.

- e. FOR RENTALS COMMENCING IN PENNSYLVANIA, YOU ARE REJECTING UNINSURED MOTORIST COVERAGE UNDER THIS AGREEMENT, AND ANY POLICY OF INSURANCE OR SELFINSURANCE ISSUED UNDER THIS AGREEMENT, FOR YOU AND ALL OTHER PASSENGERS OF THE VEHICLE. UNINSURED MOTORIST COVERAGE PROTECTS YOU AND OTHER PASSENGERS IN THE 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.
- f. IF YOU ARE INVOLVED IN AN ACCIDENT IN COLORADO, HERTZ WILL PROVIDE BASIC NOFAULT AND SUPPLEMENTAL NOFAULT PERSONAL INJURY PROTECTION BENEFITS AS PRESCRIBED BY COLORADO LAW, SUBJECT TO AN AGGREGATE LIMIT OF US\$200,000 FOR BODILY INJURY, INCLUDING DEATH, TO ANY ONE PERSON.
- g. The Car may not be driven into Mexico without first obtaining specific written permission from Hertz, which permission may be withheld at Hertz' sole discretion. If permitted, You must first obtain through Hertz insurance valid in Mexico. Hertz does not provide any liability protection with this Agreement while a Car is in Mexico.

12. ACCIDENTS, THEFT AND VANDALISM

You must promptly and properly report any accident, theft or vandalism involving the Car to the Renting Company and to the police in the jurisdiction in which such incident takes place. You should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If You or any Authorised Operator receive any papers relating to such an incident, those papers must be promptly given to Hertz. You and any Authorised Operators must co-operate fully with Hertz' investigation of such incident and defence of any resulting claim. **FAILURE TO CO-OPERATE FULLY MAY VOID ALL LIABILITY PROTECTION, PAI/PEC, LIS AND LDW.** You and any Authorised Operators authorise Hertz to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.

13. LIMITS ON LIABILITY

Hertz will not be liable to You or any Authorised Operators for any indirect, special or consequential damages (including lost profits) arising in any way out of any matter covered by this Agreement.

14. DADE COUNTY WAIVER

a. Unless waived, a renter in MiamiDade County must be furnished a countyapproved visitor information map. These maps are generally furnished at all Hertz locations in Dade County. Each renter must either acknowledge receipt of the map at the commencement of each rental or waive his or her right to receive the map. By accepting these North American Terms, You waive Your right to receive such a map.

15. OPTIONAL SERVICES? CAR CLASS

Except as provided below, for all rentals using the Programme, You have requested the optional services (where available) and car class which You have elected on Your Enrolment (as such elections may have been modified from time to time by written notice to Your Enrolling Company or through our Internet website). You may select different optional services for a rental at the commencement of the rental? in order to select different optional services at the commencement of the rental, You must advise a Hertz representative of Your decision at the commencement of the rental and have the representative revise the Rental Record to reflect Your elections. You may select a different car class at the time that You make Your reservation. As of 1 June 2016, the classes of Cars which are generally available (subject in all cases to local availability) for rentals in the U.S. and Canada using the Programme include Compact, MidSize, FullSize 4Door, Sporty 2Door, Premium, Luxury and SUV. Depending upon local availability, specialty vehicles such as minivans and convertibles may be rented using the Programme by request at the time You make Your reservation.

SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN THE UNITED STATES AND CANADA

THIS IS A SUMMARY ONLY AND IS SUBJECT TO ALL OF THE PROVISIONS, LIMITATIONS AND EXCEPTIONS OF

THE APPLICABLE LIABILITY INSURANCE SUPPLEMENT, PERSONAL ACCIDENT INSURANCE AND PERSONAL EFFECTS COVERAGE AND EMERGENCY SICKNESS PROTECTION INSURANCE POLICIES (WHICH ARE AVAILABLE FOR INSPECTION AT THE CORPORATE OFFICE), AND THIS AGREEMENT? SINCE RENTALS FROM DIFFERENT LOCATIONS ARE COVERED BY DIFFERENT POLICIES, YOU SHOULD STATE THE LOCATION FROM WHICH THE CAR WILL BE RENTED WHEN REQUESTING A COPY OF A POLICY. FOR INFORMATION REGARDING THE OPTIONAL LOSS DAMAGE WAIVER, WHICH IS NOT INSURANCE, SEE SUBPARAGRAPHS 4.d, 4.e, 4.f AND 7.d OF THESE NORTH AMERICAN TERMS. THIS SUMMARY IS AS OF 1 JUNE 2016. OPTIONAL SERVICES OFFERED, COVERAGES, LIMITS, EXCLUSIONS, OTHER FEATURES AND PRICES ARE ALL SUBJECT TO CHANGE WITHOUT NOTICE.

The insurance policies offered by Hertz (LIS, PAI/PEC and ESP) may provide a duplication of coverage already provided by a renter's personal automobile insurance policy, homeowner's insurance policy, personal liability policy, or by another source of coverage. The purchase of these kinds of coverage is not required in order to rent a Car.

FOR RENTALS COMMENCING IN MARYLAND: You may not need the automobile insurance offered by Hertz. 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 this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if You are driving this 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.

FOR RENTALS COMMENCING IN TEXAS: You may not need the automobile liability insurance offered by us. 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 LIS is not required as a condition of renting a Car. This insurance does not apply to any bodily injury or property damage arising out of the use or permitting the use of a rental vehicle by any driver while under the influence of drugs or alcohol in violation of law.

LIABILITY INSURANCE SUPPLEMENT (LIS) SUMMARY OF COVERAGE

(Available on rentals in the United States only)

COVERAGE

If You elect to purchase LIS, coverage will be provided to You and any Authorised Operators under an excess automobile liability insurance policy issued to The Hertz Corporation or the independent Hertz licensee from which You rent the Car. As of 1 June 2016, the excess automobile liability insurance policy issued to The Hertz Corporation is issued by ACE American Insurance Company.

LIMITS

LIS provides protection from thirdparty automobile liability claims for the difference between the liability protection limits provided under paragraph 10 of these North American Terms and a maximum combined single limit of One Million (US\$1,000,000) Dollars for bodily injury, including death, and property damage. For rentals where The Hertz Corporation is the Renting Company, LIS also provides uninsured and underinsured motorists coverage for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and US\$1,000,000 limit of insurance for each accident? however, this coverage is not currently provided when the Renting Company is a Hertz licensee for rentals in those states where such coverage is not mandatory.

EXCLUSIONS

All exclusions, including claims arising from use of the Car as prohibited by this Agreement and claims by any of Your or any Authorised Operator's family members related by blood, marriage or adoption who resides with You or the Authorised Operator, are set forth in the applicable policy, a copy of which is available at the corporate office.

HOW TO OBTAIN/DECLINE COVERAGE

If You indicate You "Accept" LIS in Your Enrolment, coverage will be provided during the rental period for each Programme rental which You make in the United States (including Puerto Rico and St. Thomas). As of 1 June 2016, the daily Charge for this optional coverage is US\$18.85 or less per day, but the Charge is subject to change without notice. THE CHARGE AT THE TIME YOU RENT WILL APPEAR ON THE RENTAL RECORD. Such daily Charge is due for each full or partial rental day.

Your Rental Record may contain additional disclosures pertinent to Your decision whether to accept or decline LIS in the jurisdiction in which the rental commences. YOU SHOULD READ THESE DISCLOSURES CAREFULLY AT THE COMMENCEMENT OF THE RENTAL. If You have declined LIS in Your Enrolment, You may nevertheless accept LIS for a specific rental by advising a Hertz representative of Your decision at the commencement of the rental and having the representative revise the Rental Record to reflect Your election. Likewise, if You have accepted LIS in Your Enrolment, You may elect to decline LIS for a specific rental by obtaining a revised Rental Record from a Hertz representative at the commencement of the rental.

NOTICE OF CLAIM

If You have purchased LIS, LIS coverage will automatically attach to a claim once You have properly reported the accident in accordance with paragraph 12 of the North American Terms.

**PERSONAL ACCIDENT INSURANCE (PAI)
AND PERSONAL EFFECTS COVERAGE (PEC)
SUMMARY OF COVERAGES**

(Available on rentals in the United States and Canada)

HOW TO OBTAIN PAI/PEC COVERAGE

If You indicate You "Accept" PAI/PEC in Your Enrolment, coverage will be provided during the rental period of each Programme rental in the U.S. and Canada. Please note that PAI and PEC are not available separately and may only be taken in combination. As of 1 June 2016, the Daily Charge for optional PAI/PEC coverage is US\$6.95 or less in the U.S. and CAN\$7.95 in Canada, but the Charge is subject to change without notice. The Charge at the time You rent will appear on the Rental Record. Such Charge is due in full for each full or partial rental day. Coverage will be provided under a policy issued to the Renting Company (as identified on the Rental Record). As of 1 June 2016, for rentals commencing at facilities operated by The Hertz Corporation in the United States, the policy under which PAI/PEC coverage will be provided is issued to The Hertz Corporation by ACE American Insurance Company.

**PERSONAL ACCIDENT INSURANCE (PAI):
COVERAGE AND BENEFITS**

For rentals in the United States, the PAI policies provide coverage for death directly caused by an accident independent of all other causes. The renter will be covered for any such accident during the rental period? passengers will also be covered, but only for accidents occurring while in, entering or exiting the Car. Benefits in most parts of the U.S. include death benefits of US\$175,000 for the renter and US\$17,500 per passenger? PAI also provides limited coverage for medical expenses (benefits are limited to \$2500; \$3500 in New York) and ambulance expense (benefits are limited to \$250; \$150 in New York). In most parts of the U.S., benefits for any one accident are limited to US\$225,000. For rentals in Canada, the PAI policy provides coverage for accidental death and/or dismemberment caused by an accident. The death benefit is CAN\$100,000 for the renter and CAN\$10,000 per passenger? dismemberment benefits are paid in accordance with a schedule of benefits specified in the policy. The renter will be covered for any such accident during the rental period? limited benefits are also payable to passengers who may be injured in an accident, but only while they are occupants of the Car. These benefits are payable without regard to any other benefits which may be due under any other insurance policy. Coverage in both the U.S. and Canada is subject to various exclusions, terms and conditions.

EXCLUSIONS

In most parts of the United States, PAI insurance excludes coverage for injury or death resulting from use of the Car in violation of this Agreement and also for injury or death which: (a) is intentionally self-inflicted? (b) results from aircraft travel? (c) results from committing or attempting to commit an assault or felony? (d) results from intoxicants or narcotics unless administered on the advice of a physician (in Canada, this exclusion applies regardless of being administered on the advice of a physician)? or (e) results from suicide or attempted suicide while sane or insane. DIFFERENT EXCLUSIONS MAY APPLY FOR RENTALS IN CANADA AND FROM INDEPENDENT LICENSEE LOCATIONS IN THE UNITED STATES.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PAI benefits, immediate written notice should be given to the Renting Company. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage. You will have to submit the claim form to the insurance company together with Your Rental Record.

**PERSONAL EFFECTS COVERAGE (PEC):
COVERAGE**

For rentals commencing in the United States, coverage is provided for loss of or damage to covered personal effects owned by any covered persons while such personal effects are in transit or in any hotel or other building en route during a trip using the Car. For rentals commencing in Canada, coverage is provided only while such effects are in the Car.

COVERED PERSONS

For rentals commencing in the United States, You and members of Your immediate family traveling with You during a trip using the Car who permanently reside in the same household with You are covered, if You accept PAI/PEC. For rentals commencing in Canada, You and any persons travelling with You are covered up to a maximum of three people in total.

LIMITS OF LIABILITY

Maximum coverage during each rental period is US\$600 in most parts of the U.S. for each covered person. In Canada, the maximum coverage during each rental period is CAN\$500 per covered person up to a maximum of three persons, after a deductible of CAN\$25 per covered claim. Total benefits in any rental period are limited to US\$1,800 in most parts of the U.S. and CAN\$1,500 in Canada. In New York State, the maximum coverage is

US\$500 for each covered person, per occurrence, and the total benefits in any rental period are limited to US\$1,500.

EXCLUSIONS

The following personal effects are not covered for rentals from rental facilities operated by The Hertz Corporation in the U.S.: animals, automobiles, automobile equipment, cellular telephones, GPS equipment, motorcycles, boats, motors or other conveyances, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents and perishables. (THESE EXCLUSIONS MAY VARY FOR RENTALS IN CANADA AND FOR RENTALS FROM INDEPENDENT LICENSEE LOCATIONS IN THE UNITED STATES.) Any loss of or damage to personal effects caused by mysterious disappearance or use of the Car in violation of the Agreement is not covered. Benefits are not payable for delay, loss of market, indirect or consequential losses or damages of any kind.

NOTICE OF CLAIM

In the event of any occurrence likely to result in a claim for PEC benefits, immediate written notice should be given to the Renting Company. Hertz will provide You with a claim form and the address of the insurance company which is providing coverage.

EMERGENCY SICKNESS PROTECTION

(Available on rentals in the United States)

EMERGENCY SICKNESS PROTECTION (ESP)

ESP is available at select locations to non-U.S. citizen renters who possess valid non-U.S. passports at the time of rental. ESP provides certain medical benefits for some sicknesses that may occur during rental periods of thirty days or less for the renter and non-U.S. persons traveling with the renter. Benefits include up to \$10,000 per person for reasonable and customary cost of necessary medical care for covered sickness, including medical or surgical treatment, hospital services, supplies, x-rays and laboratory fees, local ambulance and visits to a physician's office, subject to a \$100 deductible per person.

PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

(Available on rentals in the United States)

If accepted, PERS reduces Your financial liability for services required to remedy non-mechanical problems with the Car including lockouts, lost key, flat tyre and mounting and dead batteries, among other services. Full details are available at each rental location.

WARNING: YOU MUST REMOVE KEYS, LOCK ALL DOORS, CLOSE ALL CAR WINDOWS AND THE BOOT WHEN LEAVING THE CAR OR PEC COVERAGE WILL NOT APPLY, IN WHICH CASE YOU WILL BE RESPONSIBLE FOR ANY LOSS.

PART II. C. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN EUROPE, MIDDLE EAST AND AFRICA (EMEA)

The terms and conditions appearing in this Part II. C. ("EMEA Terms") apply to all rentals commencing in Europe, the Middle East and Africa. Unless otherwise indicated, all references in this Part II. C. to numbered paragraphs and subparagraphs refer to the General EMEA Terms, which appear immediately below. Variations and additions to the General EMEA Terms are detailed in the Country Specific sections which follow the Summary of Optional Services.

GENERAL EMEA TERMS

1. NATURE OF THIS AGREEMENT

The rights and obligations contained in this Agreement govern Your use of the Car and are not transferable by You. You acknowledge that the Car is owned by Hertz and that any attempted transfer or subrent of the Car by anyone other than Hertz is void. Hertz permits You to use the Car on the terms and conditions of this Agreement only.

2. WHO MAY OPERATE THE CAR

The Car must only be driven by You or any other person who has been authorised by Hertz at the commencement of the rental and whose details are noted on the Rental Record (an "Authorised Driver"). You agree that You will not allow anyone to drive the Car, including Yourself:

- (a) who does not fulfil the minimum Hertz requirements regarding age and possession of a valid driving licence in effect at the time and place of rental, as well as any other minimum requirements which may be in effect at the time and place of rental that may be notified to You at or prior to commencement of the rental? or

- (b) who is overtired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

3. **PICK-UP/DELIVERY AND RETURN**

- (a) Hertz will supply the Car to You in good overall and operating condition, complete with all necessary documents, parts and accessories.
- (b) You agree to return the Car to Hertz in the same condition as You rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Rental Record.
- (c) You and Hertz will check the condition of the Car at the start of the rental and on return of the Car. Hertz will provide a record showing any agreed defects.
- (d) The Car must be returned to the agreed Hertz location within the normal business hours of the location concerned. If You return the Car outside of these hours You must comply with the out of hours return instructions for that location, in which case You will remain fully responsible for any loss, theft or damage to the Car until the location reopens for business. If You fail to comply with these instructions, You will remain responsible for any loss, theft or damage to the Car as well as for time charges, charges for optional services or other charges stated in the Rental Record until Hertz personnel are able to access the Car.
- (e) If at any time Hertz has agreed that You may return the Car to a place other than a Hertz rental location, or if Hertz has agreed to collect it, You will remain fully responsible for any loss, theft or damage to the Car until it is collected by Hertz.
- (f) Hertz rental charges are calculated on the basis of 24-hour periods from commencement of rental. If You fail to return the Car to the agreed return or collection point within the grace period (as specified in the next sentence) following the agreed time, You will be charged an extra day's rental, including charges for any options taken, at the relevant daily rate, for every day or part of a day that the Car is overdue. The "grace period" is the period of time specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 29 minutes.
- (g) You agree that Hertz is entitled to charge You a reasonable additional charge if the Car requires more than our standard cleaning on its return to restore it to its pre-rental condition, allowing for fair wear and tear.

4. **YOUR RESPONSIBILITY FOR LOSS OR DAMAGE**

- (a) Subject only to any deductions arising from Your acceptance of any of the options specified in paragraph 4(b), You will be liable to Hertz for all reasonable losses and costs incurred by Hertz in the event of loss, damage to or theft of the Car, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the Car, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the Car unless responsibility for the damage lies with Hertz or has been determined by a third party or their insurers to lie with the third party. If damaged, Hertz will endeavour to repair the Car as soon as possible. You will not be liable to Hertz for any charge or excess if the loss or damage is directly due to the negligence of Hertz or Hertz' breach of this Agreement.
- (b) Provided You comply with all the terms of this Agreement and provided the loss, damage or theft is not caused intentionally by, or by the gross negligence of, You or an Authorised Driver, or by any unauthorised driver, Your liability may be limited as follows:
- (i) if You have accepted the optional Theft Protection ("TP"), as indicated on the Rental Record, then Your liability for loss of or damage to the Car that is the result of theft, attempted theft or vandalism is limited to the amount of the nonwaivable excess stated on the Rental Record?
- (ii) if You have accepted the optional Collision Damage Waiver ("CDW"), as indicated on the Rental Record, then Your liability for loss of or damage to the Car, its parts or accessories other than caused by theft, attempted theft or vandalism is limited, for each such incidence of loss or damage arising from a separate event, to the amount of the nonwaivable excess stated on the Rental Record?
- (iii) if You have accepted the optional Super Cover ("SC"), as indicated on the Rental Record, then You will receive the benefit of both CDW and TP and Your liability for the excess in relation to both CDW and TP will be eliminated? and
- (iv) if You have accepted the optional Super Collision Damage Waiver ("SCDW"), as indicated on the Rental Record, then You will receive the benefit of CDW and Your liability for the excess in relation to CDW will be eliminated, although You will remain liable for the excess in relation to TP, if You have accepted TP.
- (iv) if You have accepted the optional **Super Collision Damage Waiver ("SCDW")**, as indicated on the Rental Record, then You will receive the benefit of CDW and Your liability for the excess in relation to CDW

will be eliminated, although You will remain liable for the excess in relation to TP, if You have accepted TP.

Note: (1) SC and SCDW are only available at certain locations. If You have selected SC in Your Enrolment, You will receive SC at all locations at which SC is available. If SC is not available, You will receive SCDW (where available) and TP. If SCDW is also not available, You will receive CDW and TP. In each case, You will pay at the rates specified on the Rental Record. (2) You may select different optional services from those specified on the Rental Record by advising a Hertz representative of Your decision at the commencement of the rental and having the Hertz representative revise the Rental Record to reflect Your elections.

5. PROHIBITED USE OF THE CAR

- (a) You are authorised to drive the Car on the conditions contained in this paragraph 5 and paragraph 2 above including, at all times, to use the Car in a responsible manner. If You do not comply with these conditions, You will be liable to Hertz for any liability or reasonable loss incurred by Hertz or any damages or reasonable expenses Hertz suffers or incurs as a result of Your breach. You may additionally lose the benefit of any waivers or insurance selected by You. Hertz reserves the right to take back the Car (without notice, unless it is legally required) at any time, and at Your expense, if You are in breach of this Agreement.
- (b) You must look after the Car, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate when the Car is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.
- (c) You must use the correct fuel and check the oil and other fluid gauges beyond 1000 kms, refilling oil and other fluids as necessary. If You experience any problem due to accident or mechanical failure, You must contact Hertz on the number provided at the time of rental. No one may service or repair the Car without Hertz' prior express permission
- (d) You must not use the Car or allow it to be used:
- (i) to carry passengers for remuneration;
 - (ii) to carry cargo for remuneration;
 - (iii) to tow or push any vehicle, trailer or other object;
 - (iv) off road or on roads unsuitable for the Car;
 - (v) when it is overloaded or when loads are not properly secured;
 - (vi) for carrying any object or any substance which, because of its condition or smell may harm the Car and/or delay Hertz' ability to rent the Car again;
 - (vii) to take part in any race, rally, test or other contest;
 - (viii) in contravention of any traffic or other regulations;
 - (ix) for any illegal purpose;
 - (x) for sub-renting;
 - (xi) to drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;
 - (xii) for driver training activity; or
 - (xiii) in contravention of any of the driver requirements contained in paragraph 2 above.
- (e) Unless stated below or in the Country Specific Terms or with the prior written consent of Hertz, Cars may only be taken into the following countries:
Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Italy (but see paragraph 5(g)), Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain (not including the Spanish Enclaves of Ceuta and Melilla), Sweden, Switzerland and the United Kingdom (including Northern Ireland).

Please see the Country Specific Terms for additional permitted countries to take Cars rented in Austria, Czech Republic, Germany, Hungary, Poland and Slovakia.

- (f) Except as provided in the Country Specific Terms, Cars rented in Ireland, Israel, South Africa and the United Kingdom (excluding Northern Ireland) may only be used in those countries and must not, under any circumstances, be taken or driven into any other country.
- (g) Mercedes, Porsche, BMW or other prestige cars and convertibles of any make must not be taken into Italy.

6. PAYMENT OF CHARGES

- (a) In Your Enrolment, You authorised Hertz to process all charges in any way incurred by You under this Agreement ("Charges") against the first credit, charge or debit card listed on Your Enrolment which has available credit or funds and which is accepted at the rental location. (Note: As of 1 June 2016, debit cards are generally not accepted in EMEA.) You authorise Hertz to reserve credit with, or obtain an authorisation from, the card issuer at the time of rental in a reasonable amount that is at least equal to all estimated Charges.
- (b) You and any person to whom, with Hertz' consent, You expressly direct the Charges to be billed, are jointly and severally responsible for payment of the Charges. If You direct Charges to be billed to any person, You

represent that You are authorised to do so.

- (c) If You do not pay any Charges within the time indicated on Your statement of account, Hertz reserves the right to charge You interest in addition to the outstanding charges, at a rate of 3% per annum above the base lending rate of the central bank for the currency in which the charges are denominated.

7. CHARGES

- (a) For any rental You make under this Agreement, the charges stated on the Rental Record reflect Your use of the Car as agreed at the start of Your rental. These include the basic rental charge, additional compulsory charges and any optional or ancillary services chosen by You either in Your Enrolment or at the time of reservation or rental, plus applicable taxes at the prevailing rate.
- (b) The basic rental charge is made for a minimum of one rental day (the 24-hour period starting from the time the rental begins) and includes compulsory third-party insurance and any other services as specified on the Rental Record.
- (c) Additional compulsory charges may apply at certain locations and include a **Vehicle Licence Fee** (which passes on Your share of any compulsory charges incurred by Hertz for keeping the Car on the road), a **Location Service Charge** (which reflects the higher cost of renting from certain locations) and a **Young Driver Surcharge** (which may apply if You, or any additional driver, are under 25 years old).
- (d) In addition to the charges stated on Your Rental Record, charges may arise from Your use of the Car during the rental and may include, amongst others, loss of or damage to the Car, a refuelling service charge, late return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental (including a reasonable administration charge in accordance with paragraph 14(b)).
- (e) Charges are subject to final calculation after return of the Car.

8. CURRENCY CONVERSION CHARGE

If available, You may arrange for Your rental charges for Programme rentals commencing at certain Hertz locations in Europe to be converted from the currency of the country of rental to the currency in which Your credit, charge or debit card is issued. If you elect to convert Your rental charges, then Hertz will convert such charges into the currency of the country in which the card was issued on the date Hertz or its agents forward the charges to Hertz' card processor. Hertz will charge a currency conversion fee of up to 3% to perform this service. This fee may or may not replace the currency conversion charge assessed by Your card issuer, if Your card issuer charges such a fee. Such fees typically, but not always, amount to 1.5% (for a total of approximately 4.5% when combined with the Hertz charges). The conversion will be based on an exchange rate provided by a reputable foreign exchange dealer when Your rental closes. That exchange rate may be less advantageous to you than the rate your credit card issuer would otherwise have used if Hertz were to forward the charges to Your card issuer in the currency in which the charges were originally incurred. If You do not agree to Hertz arranging the conversion and to payment of the currency conversion fee, You may opt to have the conversion made by Your card issuer by completing the currency conversion opt out form that will be provided for You in the Car and either returning it to the Hertz counter at the end of the rental or placing it with the keys in the Express Return Box.

9. REFUELLING SERVICE CHARGE

- (a) The Car will be supplied to You with a full tank of fuel. If You return the Car with less than a full tank of fuel, a refuelling service charge will be payable by You for fuel and the service of refuelling at the applicable rate specified on the Rental Record.
- (b) However, if You have, as indicated on the Rental Record, elected to purchase a full tank of fuel at the commencement of the rental by accepting the Fuel Purchase Option, then there will be no refuelling service charge on return of the Car (although You will not receive any credit for fuel remaining). Instead, You will pay the amount indicated on the Rental Record for the fuel You purchase at the commencement of the rental.

10. RESPONSIBILITY FOR PROPERTY

Hertz is not liable to You or any Authorised Driver or passenger for loss of or damage to property left in the Car either during or after the period of rental unless the loss or damage results from the negligence of Hertz or breach of this Agreement by Hertz. Such property is entirely at Your own risk, unless covered by Personal Insurance as described below under "Summary Of Optional Services Available For Rentals In Europe, Middle East And Africa".

11. THIRD PARTY LIABILITY INSURANCE; INDEMNITY

- (a) Hertz has a legal requirement to provide third party insurance coverage. This coverage is included in the basic rental charge.
- (b) Hertz' automobile liability insurance policy meets all legal requirements and protects Hertz, You and any Authorised Driver against legal claims from any other person for death or personal injury or damage to any other person's property caused by use of the Car.

- (c) You agree to reimburse Hertz if Hertz is obliged to compensate (i) the insurers for any payment they make to a third party on Your behalf and/or (ii) any third party, if that third party suffers death, personal injury or damage to property caused by use of the Car by You or any Authorised Driver in breach of paragraph 2 (Who May Operate the Car) or paragraph 5 (Prohibited Use of the Car) of this Agreement.

12. ACCIDENTS, THEFT AND VANDALISM

- (a) You must, where possible, report any traffic accident, loss, damage or theft involving the Car to the police immediately and to Hertz within 24 hours of the incident or discovery of the incident.
- (b) You must not admit any liability, release any party from liability, or settle any claim nor accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.
- (c) A Hertz accident or theft report form must always be completed and submitted to Hertz when You return the Car. In the event of theft, You must return the keys and any remote control anti-theft device to Hertz. If You do not comply with the requirements of this paragraph 12, any optional coverage You take to reduce or eliminate Your liability (including CDW, TP, SC and SCDW) will be void.
- (d) You agree to cooperate with Hertz and our insurers in any investigation or subsequent legal proceedings arising out of loss of or damage to the Car.

13. LIMITS ON LIABILITY

- (a) Subject to paragraph 13(b), Hertz shall not be liable to You or any third party for any loss or damage arising from the rental other than as a result of our negligence or wilful misconduct or any other breach by Hertz of this Agreement. Hertz shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.
- (b) Nothing in paragraph 13(a) shall exclude or restrict Hertz' liability for death or personal injury resulting from acts or omissions of Hertz or any other liability which cannot be excluded as a matter of law.

14. PARKING AND TRAFFIC VIOLATIONS

- (a) You are fully responsible for all road tolls, parking fees, and any fines or other consequences of the violation of traffic regulations (including congestion charges), orders or prohibitions, or any other laws or regulations during the rental.
- (b) If Hertz is required to pay and/or process such road tolls, fees, fines, charges or associated costs, You agree that Hertz may charge You with the amount we are required to pay plus a reasonable administration charge for dealing with these matters.
- (c) Hertz shall, upon request, supply You with a copy of any traffic violation notice which Hertz receives.

SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN EUROPE, MIDDLE EAST AND AFRICA

Your rentals using the Programme will include the combination of optional services and Car class which You have selected in Your Enrolment (as such elections may have been modified from time to time by You). You may select a different Car class at the time that You make Your reservation. You may also select different optional services for a specific rental at the time the rental commences.

For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrolment to obtain them. (This would be likeliest to occur when, in Hertz' judgment, applicable law made it impracticable to offer such services at the location on an advance basis.) In such circumstances, the Rental Record will indicate that You have declined to obtain such optional services, even though Your Enrolment specifies that you wish to obtain them for EMEA Programme rentals. You may still be able to purchase such services at the commencement of the rental even when they are not available on the basis of an advance request. To do this, You must advise a Hertz representative at the rental location of Your decision to purchase such services at the commencement of the rental and, if such services are available at that time, have the representative revise the Rental Record to reflect Your decision.

As of 1 June 2016, the classes of Cars which are available for rentals in Europe, Middle East and Africa using the Programme include Economy, Compact, Intermediate, Standard, FullSize and Premium.

For information regarding the optional Theft Protection (TP), Collision Damage Waiver (CDW), Super CDW (SCDW) and Super Cover (SC), please refer to paragraph 4 of the General EMEA Terms. Variations or additions to the optional services described below are detailed in the Programme Country Specific Terms which follow this Summary of Optional Services.

This summary is as of 1 June 2016. Optional Services offered, coverages, limits, exclusions, other features and prices are all subject to change without notice.

PERSONAL INSURANCE/PERSONAL ACCIDENT INSURANCE

Please refer to the tables of benefits for Personal Insurance and Personal Accident Insurance. Policy limits are subject to the discretion of underwriters and market conditions and may be changed from time to time without notice to You.

Personal Insurance and Personal Accident Insurance are subject to all the provisions, limitations, excesses and exceptions of the Personal Insurance and Personal Accident Insurance policies arranged by Hertz and to the EMEA Terms.

Personal Insurance or Personal Accident Insurance coverage is insured under a policy of insurance effected subject to the local language, law and custom of the country in which the rental commences. In any dispute over provisions, limitations or exceptions contained in the insurance policy, local language, law and custom will take precedence.

1. Personal Insurance (PI) - Countries, Zone 1 COVERAGE

The coverage provided by Personal Insurance is for:

- a. Loss of life, loss of sight or loss of use of one or more limbs, or permanent total disablement, caused directly by a road accident whilst in the Car.

NOTE: For children aged 15 or less and persons aged 65 or over benefits, except loss of life, are limited to € 7,000 (or local currency equivalent). For children aged 15 or less, the loss of life benefit is limited to € 3,000 (or local currency equivalent).

NOTE: In Switzerland, maximum death benefit for children aged less than 16 years is CHF 10,000. Disability benefit for persons aged 65 or over is limited to half of the sum calculated.

- b. Medical and Emergency Expenses necessarily incurred as a result of bodily injury arising directly from an accident in which the Car is involved.

- c. Additional Hospital Benefit when the Insured Person has to spend time as an in-patient in a registered hospital as a result of bodily injury arising directly from an accident in which the Car is involved.

- d. Personal Effects: The baggage, clothing and personal effects which are the property of the driver and passengers are insured whilst in the Car against loss or damage by collision, fire or theft after making an allowance for wear and tear and depreciation.

Personal Effects not covered include cash, currency, cheques, credit, charge or debit cards, valuable documents or papers, securities, tickets, stamps, jewellery, precious stones, articles of precious metals, animal skins, contact lenses, dentures, hearing aids, trade samples, articles belonging to Hertz, animals and items of a perishable nature.

NOTE: There is no Personal Effects coverage for rentals which commence in Spain.

The policy does not cover theft:

- if the Car is not properly locked and secured when unattended;
- if personal effects are not stored in a locked compartment and out of sight;
- which has not been reported to the Police within 24 hours of discovery; or
- of valuables left in a Car between the hours of 10 p.m. and 8 a.m.

Valuables are defined as: watches, photographic, audio video and/or visual equipment, computer and electronic equipment, mobile telephones, furs, antiques, collections and works of art, and any other object or set of objects with a value of at least € 600 (or local currency equivalent).

Pair or Set is defined as: number of items of personal property associated as being similar or complementary or used together.

2. Personal Accident Insurance (PAI) -Countries, Zone 2 COVERAGE

The minimum coverage provided by any Personal Accident Insurance policy will be for:

- (a) Loss of life caused directly by an accident whilst in, entering or exiting the Car; and

- (b) Expenses for medical treatment resulting directly from an accident in which the Car is involved.

NOTE: In some countries, coverage provided by Personal Accident Insurance is more extensive than the minimum described above. In certain countries, this insurance also covers damages to personal belongings left in the Car.

3. Main Exclusions for Personal Insurance and Personal Accident Insurance

- (a) War, civil war, revolution.
- (b) Self-inflicted injury, suicide or an insured person's own criminal act.
- (c) Pre-existing illness or medical condition, pregnancy.
- (d) Taking part in any kind of race or testing.
- (e) Use of a Car in violation of paragraph 5 of the General EMEA Terms.
- (f) Hitchhikers.
- (g) Active military, air force or naval service.

COUNTRY SPECIFIC TERMS

Unless otherwise stated prior to Your rental or unless the context provides otherwise, the following terms and conditions apply in addition to the above General EMEA Terms for rentals which commence in the countries listed below. The clause numbers correspond to the clause numbers in the General EMEA Terms.

Austria

5(e) Cars, except all models of Mercedes, BMW, and VW/Audi, may also be driven into Croatia, Czech Republic, Hungary, Slovakia and Slovenia.

You may be charged an increased amount for CDW, SCDW, TP and PAI if You take or drive Cars into these countries.

Czech Republic

5(e) Cars may also be driven to and returned in Hungary and Slovakia. Only specific categories can be driven to and returned in Croatia, Poland and Slovenia (economy, compact, intermediate and standard). Cars may not be driven in Portugal or taken out of continental Europe.

France and Monaco

11(a) You must, where possible, report any traffic accident involving the Car to the police immediately and to Hertz within 5 days, and report loss, damage or theft of the Car to the police within 48 hours.

Germany

5(e) Except for Mercedes, BMW and convertible Cars of any make or model, all other Cars rented in Germany may also be driven into Czech Republic, Hungary, Poland, Slovakia and Slovenia.

Hungary

5(e) Cars rented in Hungary may also be taken to and returned in Croatia, Czech Republic, Poland, Slovakia and Slovenia. Car Classes A, B, C and I may also be taken to and returned in Romania and may be taken to, but not returned in Bosnia-Herzegovina, Bulgaria, Macedonia and Serbia-Montenegro.

TP is compulsory if the Car is taken into Bosnia-Herzegovina, Bulgaria, Macedonia, Romania or Serbia-Montenegro. If You have not accepted TP, You must advise a Hertz representative prior to taking the Car into any of those countries, pay the applicable premium for TP and ensure that Your Rental Record/Agreement is amended accordingly.

You must pay a surcharge for TP, CDW and SCDW if the Car is taken into Bosnia-Herzegovina, Bulgaria, Macedonia, Romania or Serbia-Montenegro.

Ireland

5(f) Cars may only be driven in the Republic of Ireland and/or Northern Ireland and must not under any circumstances be taken elsewhere without the prior consent of Hertz.

Italy

4(b) You must accept TP if Your rental commences in Italy.

Norway

4(b) If you have accepted SCDW, the CDW excess payable for loss of or damage to the Car, its parts or accessories that is not the result of theft, attempted theft or vandalism will be reduced to an amount specified in the Rental Record.

Poland

4(b) In addition, CDW and TP coverage does not apply to damage caused to wheel caps, windscreen wipers, licence plates, antennae resulting other than from a road accident or damage to the interior of the Car.

In the event of theft, applicable coverages will be void unless the Car documents and keys are returned.

- 5(e) Cars rented in Poland may also be driven into Czech Republic, Estonia, Hungary, Latvia, Lithuania, Slovakia and Slovenia.

Slovakia

- 5(e) Cars may also be driven to and returned in Czech Republic and Hungary. Only specific categories can be driven to and returned in Croatia, Poland and Slovakia (economy, compact, intermediate and standard).

Cars may not be driven in Portugal or taken out of continental Europe.

South Africa

- 3(f) The grace period is 59 minutes.
- 4(b) CDW and SCDW do not cover damage or loss sustained where the Car is driven on an untarred road or a road not suitable for the Car type rented. If You intend to take the Car into Namibia You may purchase **Additional Cover** which limits Your liability for damage as a result of driving on gravel roads to the amount of the applicable excess. If you take **Total Cover**, the excess will be eliminated.
- 5(f) Cars are allowed into Namibia, Mozambique, Lesotho and Swaziland subject to written confirmation.
- 6(c) Late payment interest will be charged at a rate of 3% above the prime rate of interest of ABSA Bank per annum.
- 7(c) The minimum age for renting is 23.

Switzerland and Liechtenstein

- 9 Fuel Purchase Option (FPO) is not available.

- 13(a) Hertz is only liable if the loss or damage results from gross negligence, wilful misconduct or breach of this Agreement by Hertz.

United Kingdom

- 5(f) Cars rented in the United Kingdom may be taken to France with agreement of Hertz under the 'Le Swap' scheme.

- 7(c) You are fully responsible for any restoration charges and loss of rental income if the Car is seized by Customs and Excise.

TABLE OF BENEFITS FOR PERSONAL INSURANCE AND PERSONAL ACCIDENT INSURANCE

Country Zone 1	Personal Insurance		Medical & Emergency Expenses	Additional Hospital Benefit	Personal Effects & Luggage (limits per vehicle)	
	Driver	All Passengers				
France (and Monaco)	Death	€ 40,000	€ 20,000	up to € 850 Excess € 50	up to € 1,000 € 20 per day	€ 1,500 damage € 750 theft € 450 valuables € 250 item Excess € 75
	Permanent					
	Total	€ 75,000	€ 37,500			
	Disablement	€ 30,000	€ 15,000			
	Loss of sight	€ 30,000	€ 15,000			
Loss of limb						
Germany	Death	€ 40,000	€ 20,000	up to € 1,700 Excess € 50	up to € 1,000 € 20 per day	€ 1,500 damage € 750 theft € 450 valuables € 250 item Excess € 75
	Permanent					
	Total	€ 75,000	€ 37,500			
	Disablement	€ 30,000	€ 15,000			
	Loss of sight	€ 30,000	€ 15,000			
Loss of limb						
Italy	Death	€ 200,000	€ 100,000	up to € 850 Excess € 50	up to € 1,000 € 20 per day	€ 2,000 damage € 1,000 theft € 500 valuables
	Permanent					
	Total	€ 150,000	€ 75,000			
	Disablement	€ 30,000	€ 15,000			
		€ 30,000	€ 15,000			

Netherlands	Loss of sight					€ 250 item
	Loss of limb					Excess € 75
	Death	€ 5,000	€ 5,000	up to € 850	up to €	€ 700
	Permanent			Excess € 50	1,000	damage
	Total	€ 10,000	€ 10,000		€ 20 per day	€ 700 theft
Spain	Disablement	€ 10,000	€ 10,000			€ 450
	Loss of sight	€ 10,000	€ 10,000			valuables
	Loss of limb					€ 250 item
	Death	€ 40,000	€ 20,000	up to € 850	up to €	€ 1,500
	Permanent			Excess € 50	1,000	damage
Switzerland (and Liechtenstein)	Total	€ 75,000	€ 37,500		€ 20 per day	€ 750 theft
	Disablement	€ 30,000	€ 15,000			€ 450
	Loss of sight	€ 30,000	€ 15,000			valuables
	Loss of limb					€ 250 item
	Death	CHF75,000	CHF 37,50	up to	up to	CHF 2,500
United Kingdom	Disability	CHF100,000	CHF 50,000	CHF1,250	CHF1,600	damage
	Death	£ 30,000	£ 15,000	Excess CHF	CHF 35 per	CHF 1,200
	Permanent			80	day	theft
	Total	£ 50,000	£ 25,000			CHF 700
	Disablement	£ 20,000	£ 10,000			valuables
United Kingdom	Loss of sight	£ 20,000	£ 10,000			CHF 350
	Loss of limb					item
	Death	£ 30,000	£ 15,000	up to £ 550	up to £ 700	Excess CHF
	Permanent			Excess £ 35	£ 15 per day	100
	Total	£ 50,000	£ 25,000			£ 2,500
United Kingdom	Disablement	£ 20,000	£ 10,000			damage
	Loss of sight	£ 20,000	£ 10,000			£ 1,000 theft
	Loss of limb					£ 500
	Death	£ 30,000	£ 15,000			valuables
	Permanent					£ 500 item
United Kingdom	Disablement	£ 20,000	£ 10,000			Excess £ 50
	Loss of sight	£ 20,000	£ 10,000			
	Loss of limb					
	Death	£ 30,000	£ 15,000			
	Permanent					

Country Zone 2	Personal Accident Insurance		Medical & Emergency Expenses	General Comments	
	Driver	All Passengers			
Austria	Death/Permanent Total Disablement	€ 21,801	€ 21,801	€ 727	
Czech Republic	Death/ Permanent Total Disablement	CZK700,000	CZK150,000 (under 18 yrs. CZK 70,000)		
Denmark	Death/ Permanent Total Disablement	DKR100,000	DKR 100,000		Coverage is limited to the driver and a maximum of 5 passengers. Coverage for invalidity: maximum DKR 300,000.
Finland	Death/ Permanent Total Disablement	€ 16,819	€ 16,819 (over 16 yrs.) € 8,409 (under 16 yrs.)	Full Coverage	Coverage for invalidity: € 16,819
Hungary	Death/ Permanent Total Disablement	HUF1,000,000	HUF 500,000	HUF 100,000 (Medical and Emergency Expenses	Maximum claim of HUF 30,000 included in HUF 100,000 for

Ireland	Death	€ 30,474	€ 5,079 (over 16 yrs.) € 3,174 (under 16 yrs.)	HUF 10,000 (Hospital Benefit / day) € 698 per car	Medical and Emergency Expenses PIA now called Driver and Baggage Protection (DBP).
Israel	Death/ Permanent Total Disablement	US \$30,000 (21 to 70 yrs.)	US \$6,000 (5 to 70 yrs.)		Policy conditions also exclude coverage in the case of hostile acts. Total loss of sight and/or limb (arm or leg) will be covered for 50%.
Norway	Death Permanent Total Disablement	NKr. 100,000 NKr. 200,000	NKr. 100,000 NKr. 200,000	NKr. 1,000 / day (Max NKr. 5,000)	Maximum Claim for Death/Permanent Total Disablement: NKr. 1,000,000.
Poland	Death/Permanent Total Disablement	€ 22,000 (max)	€ 22,000 (max)	€ 730	
Portugal	Death/Permanent Total Disablement	€ 37,409.84	€ 37,409.84	€ 3,740.98	
Slovakia	Death/ Permanent Total Disablement	€ 10,000	€ 2,500 (child up to 16 yrs. € 1,500)	€ 25,000	
South Africa	Death/ Permanent Total Disablement	ZAR 200,000 per incident (i.e. ZAR 100,000 per person if 2 people involved)		ZAR 20,000 per person	Coverage is limited to the driver and a maximum of 3 passengers. Maximum payout per incident is ZAR 350,000.
Sweden	Death Permanent Total Disablement	SEK 50,000 SEK 100,000	SEK 50,000 SEK 100,000	Full coverage	Up to SEK 10,000
Turkey	Death/Permanent Total Disablement	€ 10,000	€ 10,000	€ 1,200	

PART II. D. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN AUSTRALIA

The terms and conditions appearing in this Part II. D. ("Australian Terms") apply to all rentals commencing in Australia. All references in this Part II. D. to numbered clauses and sub-clauses refer to these Australian Terms.

1. NATURE OF THIS AGREEMENT

- (a) Except to the extent otherwise implied by law, the following documents comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning Your rental of the Car and on which Hertz agrees to rent the Car to You for the Rental Period: these Australian Terms? the General Terms? the Form (excluding the terms and conditions incorporated by reference in the Form, if any)? Your Enrolment for Programme rentals in Australia? and the Additional Terms, if any.

- (b) The Additional Terms, if any, prevail to the extent of any inconsistency with the terms and conditions in these Australian Terms, the General Terms, the Form or Your Enrolment for Programme rentals in Australia.
- (c) You must not attempt to transfer or sublease the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorised Drivers are agents of Hertz. No one may service or repair the Car without Hertz' prior express written approval.
- (d) You confirm and promise Hertz that all information provided by You to Hertz at any time before and during the Rental Period is true and correct in every particular and the information so provided is all the information Hertz could reasonably require.

2. RETURNING THE CAR AND REPOSSESSION

- (a) You agree to return the Car to Hertz at the specified time and location noted on the Form, or sooner if demanded by Hertz on reasonable grounds, including where Hertz reasonably believes You have breached, or are likely to breach, the Agreement.
- (b) The Car is not taken to have been returned until the end of the Rental Period. If You return the Car outside Business Hours, You remain responsible for the Car until Hertz has inspected and accepted the return of it the next Business Day.
- (c) If You do not return the Car when required by this Agreement, then after Hertz sends to Your address a written demand to You to return it, Hertz may take steps to recover and repossess the Car where and when it is found. You authorise Hertz to enter any premises owned or occupied by You, or where necessary, You agree to make all reasonable efforts to obtain the right for Hertz to enter any premises in order to recover and repossess the Car.
- (d) If the Car is found illegally parked, apparently abandoned or is used or obtained as prohibited under this Agreement, Hertz may recover the Car without sending a written demand under clause 2(c). To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process as a precondition of Hertz recovering the Car in accordance with this clause 2(d).
- (e) From the date that Hertz sends You a demand pursuant to clause 2(c), Hertz may exercise its legal rights to recover and repossess the Car. You agree to cooperate with Hertz to recover the Car.
- (f) You must reimburse Hertz for its reasonable costs of recovering or repossessing the Car where such costs are a consequence of Your failure to return the Car when required by this Agreement.
- (g) Except to the extent that Hertz is at fault, You indemnify Hertz against any claim made by any third party resulting from Hertz' recovery or repossession of the Car.

3. MAINTENANCE AND SAFETY

- (a) You and Hertz acknowledge that the Car is generally in undamaged condition save as otherwise acknowledged by You and Hertz in writing on the Vehicle Condition Report. You agree to return the Car in the same condition, save for normal wear and tear.
- (b) You agree to check the amount of engine oil and coolant in the Car at appropriate intervals and maintain them at the levels recommended in the Car manufacturer's specifications or otherwise as required to maintain the Car's efficient performance.
- (c) Hertz (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the Car.
- (d) You and any Authorised Driver must comply with any applicable seat belt and child restraint laws.

4. CHARGES

- (a) You agree to pay to Hertz the following charges for renting the Car:
 - (i) *Time Charges*
The daily rental charge noted on the Form for each Rental Day. The Extra Hours Rate shown on the form is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap of the daily rental charge;
 - (ii) *Kilometre Charge*
The charge for each kilometre driven in excess of the kilometre allowance (if any) noted on the Form, calculated at the appropriate kilometre rate;
 - (iii) *Delivery/Collection Charges*
A charge for delivering the Car at, and/or collecting the Car from, any location other than those Hertz rental locations for which no charges apply (this charge applies to recoveries or repossessions under clause 2);
 - (iv) *Optional Renter Protection Services*

The amount for an optional renter protection service (Renter Protection Service) as accepted by You and noted on the Form, calculated for each full or partial Rental Day. See clause 12 of these Australian Terms for information regarding Renter Protection Services.

(v) *Fuel Costs*

Unless You have accepted the Fuel Purchase Option as noted on the Form, or unless otherwise indicated on the Form, You must either return the Car with a full tank of fuel or pay for Hertz to refuel it at the price of:

- (A) if the Car travelled less than 250 kilometres during the Rental Period – the number of kilometres travelled multiplied by the rate per kilometre specified on the Form; or
- (B) if the Car travelled 250 kilometres or more during the Rental Period – the number of litres of fuel required to refill the tank multiplied by the price per litre specified on the Form.

(vi) *Collection Expenses*

Where You do not pay the charges in accordance with this Agreement, You must reimburse Hertz for its reasonable expenses and costs incurred in collecting from You the charges payable under this Agreement;

(vii) *Charges and Penalties*

An amount equal to all tolls, fines, penalties, charges, taxes or other imposts levied by any Government, government body or tolling company in respect of Your rental or use of the Car, including stamp duty on this Agreement;

(viii) *Cost Recoveries*

The amount noted on the Form to cover operating costs of conducting business in different States, Territories or other locations, including, but not limited to, vehicle registration and transport accident charges;

(ix) *Surcharges*

The amount noted on the Form as a contribution towards the additional further operating costs of conducting business in certain regions or at certain venues, or related to use of the Car by persons less than age 21;

(x) *Administrative/Service Charges*

An amount for any unusual or additional administrative and/or service functions Hertz undertakes in respect of Your rental of the Car, including the payment of, or handling of any claim for, any charges and penalties referred to in clause 4(a)(vii)?

(xi) *Breakdown Roadside Assistance*

The cost of providing breakdown roadside assistance, where the problem (for which assistance is requested) is not caused by a problem inherent to the Car.

- (b) Where the amount of any charge is not specified on the Form, the amount of the basis of calculation of the amount as determined by Hertz from time to time will be as set out in clause 14.
- (c) You agree to pay to Hertz the charges under this clause on demand. That will usually be at the end of the Rental Period, but may involve payments being made subsequently, after the Car has been inspected by Hertz and where costs and expenses are determined after the Rental Period ends. Hertz may charge Your Card for all charges under this clause 4 in accordance with clause 11(a).

5. **FULL RESPONSIBILITY**

You should refer to clauses 5(d), 5(e) and 6 for Your potential liability resulting from any use of the Car for, or incurred whilst the Car is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in this clause.

(a) *Prohibited Uses*

The Car must never be used:

- (i) recklessly, or with deliberate intent to cause injury, loss or damage;
- (ii) in Tasmania, unless rented from a location in Tasmania;
- (iii) for committing an illegal or unlawful act;
- (iv) for racing or undertaking reliability trials or other contests;
- (v) for conveying passengers for hire or reward (unless Hertz consents in writing);
- (vi) for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Car was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures)? or

(vii) for towing a trailer or any other vehicle, unless the Car has a tow bar, You have permission from Hertz, and the weight and dimensions of the item being towed do not exceed the specified capacity of the Car.

(b) *Prohibited People*

The following people must never drive the Car or otherwise be in control of the Car:

- (i) any person who is Intoxicated by any substance; or
- (ii) any person other than an Authorised Driver.

(c) *Full Responsibility Uses*

You will be fully responsible and liable for Damages under clause 6 where the Car is used:

(i) on any road or other surface which is not sealed other than a road under repair, a short access road to a National or State Park, tourist attraction or holiday accommodation, or a road notified to You by Hertz, unless the Car is a four-wheel drive vehicle?

(ii) in any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains, unless SNO is offered to and accepted by You as noted on the Form?

(iii) on any beach or in any other area exposed to saltwater;

(iv) in any area or under any circumstances (including crossing a waterway) where the Car may or does become partially or totally immersed in water;

(v) under any circumstances where the Car may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object)?

(vi) in any other area or region specified to You by Hertz as an area or region in which the Car must not be used.

(d) If the Car is used for a Prohibited Use or by a Prohibited Person in breach of clause 5(a) or 5(b):

(i) to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the Car, even if You have accepted MAX, AER PLUS, AER or any other optional Renter Protection Service which may be available at time and place of rental? and

(ii) will constitute a breach of this Agreement, making You responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to Hertz caused by the breach, together with Hertz' related costs and legal fees.

(e) If the Car is used for a Full Responsibility Use referred to in clause 5(c), to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the Car, even if You have accepted MAX, AER PLUS or AER.

6. **YOUR LIABILITY**

(a) Subject to this clause 6, You are responsible, to the fullest extent permitted by applicable law, for all Damages which occur during the Rental Period or which result from Your rental or use of the Car. Notwithstanding anything in this clause 6 or any other clause, there is no cap or limit on Your liability to Hertz resulting from any use of the Car for, or incurred whilst the Car is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Full Responsibility).

(b) Your liability to Hertz for Damages resulting from a Single Vehicle Accident is limited to the sum of (x) the ADE PLUS (y) AUS\$2,200 (inclusive of GST), or such other amount in addition to the ADE as is specified in the Additional Terms, unless MAX is offered to and accepted by You as noted on the Form and if MAX is accepted and noted, You have no liability.

(c) Your liability to Hertz for Damages resulting from water damage (other than by total or partial immersion) is limited to the sum of (x) the ADE PLUS (y) AUS\$2,200 (inclusive of GST), or such other amount in addition to the ADE as is specified in the Additional Terms.

(d) Your liability to Hertz for Damages other than as set out in clauses 6(b) and 6(c) which occur during the Rental Period or which result from Your rental or use of the Car is limited to the amount of the ADE, unless MAX is offered to and accepted by You as noted on the Form and if MAX is accepted and noted, You have no liability.

(e) Notwithstanding clauses 6(b), 6(c) and 6(d), You are liable to reimburse Hertz for Damages incurred as a result of You fitting snow chains, ski racks or roof racks to the Car incorrectly or otherwise in a manner which causes damage to the Car or any other vehicle or property.

- (f) Notwithstanding clauses 6(b), 6(c) and 6(d), You are liable to reimburse Hertz to the extent that any breach by You of clause 9, including the making of any admission of liability in breach of clause 9(d), results in Hertz incurring greater loss, damage, liability, cost or expense than it would have incurred but for Your breach.
- (g) Notwithstanding clauses 6(b), 6(c) and 6(d), You agree to indemnify and hold Hertz harmless to the maximum extent permitted by law from any claim against Hertz for loss of or damage to any personal property that is connected with the rental under this Agreement. This includes, without limitation, personal property left in any Hertz vehicle or brought onto Hertz' premises, but does not include the Car or any other property damaged as a result of the Car colliding with it and does not include any loss or damage caused by the negligence or wilful default of Hertz.
- (h) The liability of any Authorised Driver for causing personal injuries resulting from use of the Car is covered by the statutory schemes relating to transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the Car is registered.

7. LIMITED LIABILITY AND INDEMNITY

- (a) You have rights under and in connection with this Agreement by reason of consumer protection legislation, including warranties that the Car is of merchantable quality, matches any description or sample against which it is rented and any services are provided to You by Hertz using all due care and skill. Save for these rights Hertz provides no other warranties in respect of the Car or Your rental of the Car.
- (b) For the sake of clarity, save for its obligations under clause 7(a), to the maximum extent permitted by law Hertz accepts no responsibility or liability to You or any Authorised Driver for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment but excluding any loss or damage caused by the negligence or wilful default of Hertz) or any other liabilities resulting from:
 - (i) any Accident, breakdown or any other failure of the Car; or
 - (ii) loss of or damage to Your or anyone else's personal property, which includes, without limitation, personal property left in any Hertz vehicle or brought onto Hertz' premises; or
 - (iii) any error or omission in any street directory or other map (whether or not provided by Hertz), or any fault in or malfunction of any car phone or vehicle navigational system (whether installed in or otherwise provided with the Car).
- (c) Without limiting the foregoing, to the maximum extent permitted by law Hertz will not be liable to You or any Authorised Drivers for any loss of use or enjoyment of the Car or another vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement;
- (d) Unless You have rented the Car for personal, domestic or household use, any liability of Hertz, including any liability for negligence, is limited to the extent permitted by law to:
 - (i) in the case of goods, at the option of Hertz:
 - (A) replacement of the goods or supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired.
 - (ii) in the case of services, at the option of Hertz:
 - (A) supplying of the services again; or
 - (B) payment of the cost of having the services supplied again.

8. REPRESENTATIONS BY TRAVEL AGENTS

For the sake of clarity, travel agents are not Hertz employees or agents of Hertz. Accordingly, to the extent permitted by law, Hertz does not accept liability for claims, statements or representations made by any travel agent concerning the Car or Hertz' services under this Agreement.

9. ACCIDENTS AND FINES – WHAT YOU DO

- (a) You must report any Accident (irrespective of whether it results in the Car being damaged, lost or destroyed) to Hertz as soon as possible after the Accident occurs.
- (b) You must provide all information Hertz reasonably requires concerning the Accident. Without limiting the foregoing, You must deliver to Hertz a correctly completed written report of the Accident as soon as practicable after the Accident or otherwise at Hertz' request.
- (c) You agree to assist Hertz (at Hertz' cost and direction) in respect of any claim or action brought in respect of any Accident, including attending court to give evidence.

- (d) No offer of compromise, payment, settlement, waiver, release, indemnity or any other admission of liability (other than a true statement made under compulsion of law) may be made by You or on Your behalf in relation to the Accident.
- (e) Any papers or other documents received by You concerning the Accident must be promptly given to Hertz. You further agree to take reasonable steps to ensure that any other person who receives any such papers or documents concerning the Accident provides those papers and documents promptly to Hertz.
- (f) You agree to report any traffic or parking infringement which occurs during the Rental Period to Hertz as soon as possible after it occurs.
- (g) Hertz may, at its discretion, terminate Your renting of the Car and not provide a replacement vehicle after an Accident. In the event of termination, Hertz will refund pro-rata prepaid charges but reserves the right to set off any such prepaid charges against all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6.

10. CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

You consent to Hertz obtaining reports from credit reporting agencies for the purpose of assessing Your applications to rent vehicles from Hertz and managing Your rentals of vehicles. You also consent to Hertz giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to Hertz obtaining information about You from credit providers identified in such reports.

11. CREDIT, CHARGE OR DEBIT CARDS

- (a) You authorise Hertz to charge the credit, charge or debit card ('Card'), the number of which is included in Your Enrolment, or the imprint or scan of which or the number of which You provide to the Hertz representative when renting the Car (or at any other time), in respect of all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6 up to the sum of (x) the ADE PLUS (y) AUS\$2,200 (inclusive of GST), or such other amount in addition to the ADE as is specified in the Additional Terms.
- (b) If the number of a Card is included in Your Enrolment, or if You present a Card at the commencement of the rental, You also authorise Hertz to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the sum of (x) the expected cost of the rental (less any discount, credit or rebate) PLUS (y) AUS\$200 (inclusive of GST), or such other amount advised at time of reservation.
- (c) If Hertz charges Your Card for Damages due and payable under clause 6, it will promptly notify You of the amount so charged and provide details of the Damages. If You dispute the Damages or the amount charged, You may contact the Hertz representative stated on the notification letter. Hertz will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Card. If You are dissatisfied with any determination made by Hertz in this respect, You may contact Hertz' Customer Relations Department in Australia or the country of which You are a resident.
- (d) Your Card may be so charged within 30 days after the Car has been returned, notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Car was returned.
- (e) Where it appears to Hertz that Damages resulting from Your rental of the Car may approach or exceed the amount of the ADE, Hertz will charge Your Card with the full amount of the ADE. If it later transpires that actual Damages are less than the ADE, Hertz will promptly credit the difference to Your Card.
- (f) You warrant that the Card is Yours and You (whether alone or with another person or other people) are responsible for all amounts credited, charged or debited to that Card.

12. OPTIONAL RENTER PROTECTION SERVICES

- (a) You may purchase optional Renter Protection Services which may reduce Your liability under clause 6 for Damages which occur during the Rental Period or which result from Your rental or use of the Car.
- (b) Notwithstanding anything in this clause 12 or any other clause, and irrespective of whether You purchase any Renter Protection Services, there is no cap or limit on Your liability to Hertz:
 - (i) resulting from any use of the Car for, or incurred whilst the Car is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Full Responsibility); or
 - (ii) pursuant to clauses 6(e), 6(f) and 6(g).
- (c) If Maximum Cover ("MAX") (which is only available at some locations) is offered to and accepted by You as noted on the Form:
 - (i) You have no liability to Hertz for Damages, other than as set out in clauses 12(b) and 12(c)(ii), which occur during the Rental Period or which result from Your rental or use of the Car (including a Single Vehicle Accident and tyre and/or windscreen damage);

- (ii) Your liability to Hertz for Damages resulting from water damage (other than by total or partial immersion) is limited to the amount of AUS \$2,200; and
- (d) If Accident Excess Reduction Plus ("AER PLUS") is offered to and accepted by You as noted on the Form:
 - (i) Your liability to Hertz for Damages, other than as set out in clauses 12(b), 12(d)(ii) and 12(d)(iii), which occur during the Rental Period or which result from Your rental or use of the Car is limited to the amount of the ADE noted on the Form;
 - (ii) Your liability to Hertz for Damages resulting from a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the sum of (x) the ADE noted on the Form PLUS (y) AUS\$2,200; and
 - (iii) You have no liability to Hertz for tyre and/or windscreen damage.
- (e) If Accident Excess Reduction ("AER") is offered to and accepted by You as noted on the Form:
 - (i) Your liability to Hertz for Damages, other than as set out in clauses 12(b), 12(e)(ii) and 12(e)(iii), which occur during the Rental Period or which result from Your rental or use of the Car is limited to the amount of the ADE noted on the Form;
 - (ii) Your liability to Hertz for Damages resulting from a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the sum of (x) the ADE noted on the Form PLUS (y) AUS\$2,200; and
 - (iii) You are liable to Hertz for tyre and/or windscreen damage.
- (f) If SNOW ("SNO") (which is only available at some locations and for some vehicles and which is not currently offered as an Enrollment option) is offered to and accepted by You at the time of rental as noted on the Form:
 - (i) clause 5(c)(ii) does not apply; and
 - (ii) Notwithstanding clause 12(f)(i), You are liable to reimburse Hertz in accordance with clause 6(e) for Damages incurred as a result of You fitting snow chains, ski racks or roof racks to the Car incorrectly or otherwise in a manner which causes damage to the Car or any other vehicle or property.

13. DEFINITIONS AND INTERPRETATION

"Accident" means any collision between the Car and any other object, including another vehicle, or any other incident or occurrence that results in the Car being damaged, lost or destroyed, and includes a Single Vehicle Accident;

"ADE" means the Accident Damages Excess noted on the Form after taking into account any reduction where AER PLUS or AER is accepted by You as noted on the Form;

"Additional Terms" means any other terms as recorded in any document that You are required by Hertz' authorised representative to sign when You rent the Car;

"AER" and "AER PLUS" are defined in clause 12;

"Authorised Driver" means You and/or any person:

- (a) at or over the age noted on the Form;
- (b) who holds a current driver's licence that:
 - (i) is in English or, if not in English, is accompanied by a certified English translation;
 - (ii) is valid for driving the Car; and
 - (iii) the driver has held for at least twelve months; and
- (c) who has Your authority to drive the Car and is:
 - (i) either a member of Your immediate family permanently living with You; Your employer, employee, fellow employee or partner incidental to their business duties; or a person or entity who has contracted to perform work for You, or an employee of such a person or entity, incidental to the performance of work for You; or
 - (ii) any other person approved in writing by Hertz;

"Business Day" means a day on which the rental location is open for business;

"Business Hours" means the hours of operation of the rental location from which the Car is rented or to which it is returned, and which are posted on the Hertz website or posted at the rental location;

"Car" has the meaning as defined in the General Terms;

"Commencement Time" means the later of the date and time:

- (a) specified on the Form as the commencement time of the rental; or
- (b) when the Car is delivered to You or to a location requested by You;

“Damages” means any expense, cost (including legal costs, calculated on an indemnity cost basis), penalty, impost, liability or any other financial obligation of whatsoever character (including any excess payable under relevant insurance policies) incurred by Hertz in respect of:

- (a) the loss of, damage to, or otherwise in respect of the Car, including, and without limitation, the cost of repairing the Car (or, if in Hertz’ reasonable opinion, the damage is irreparable, the replacement cost of the Car), administrative, appraisal, recovery services provided by or on behalf of Hertz;
- (b) any claim or demand of any third party made in respect of the Car or the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle or property caused by the Car or resulting from its use;
- (c) the loss of, damage to, or otherwise in respect of any property, other than the Car, which belongs to Hertz or for which Hertz is otherwise responsible or liable (in whole or part);

but does not include loss of use or enjoyment of the Car or any indirect, special or consequential loss, other than in connection with a Prohibited Use or use by a Prohibited Person in breach of clause 5(a) or 5(b);

“Enrollment” has the meaning as defined in the General Terms;

“Form” means the form entitled Rental Agreement and related forms on which all personal and other details are recorded, and which is completed at the time the Car is rented (this document is the same as the “Rental Record/Agreement” referred to in the General Terms);

“General Terms” means the General Provisions Applicable To All Program Rentals;

“Hertz” has the meaning specified in the “General Terms”;

“Intoxicated” means where the driver is under the influence of any drug or intoxicating liquor to the extent that that person’s ability to control the Car is materially impaired or where the driver’s blood level of any drug or alcohol is in breach of the applicable legal limit; in the context of which, a person is deemed to be in breach of this provision if, at any time, he or she refuses or fails to provide a breath, blood or other sample when lawfully required to do so by or on behalf of the Police;

“MAX” is defined in clause 12;

“Program” means the Program identified on the cover of this booklet;

“Rental Day” means each consecutive twenty-four (24) hour period during the Rental Period;

“Rental Period” means the period during which the Car is rented by You, beginning at the Commencement Time and ending at the time:

- (a) You return the Car to Hertz during Business Hours and Hertz accepts return of the ignition key for the Car;
- (b) You deposit the Rental Wallet containing the ignition key for the Car into the ‘drop box’ at the rental location to which the Car is returned outside Business Hours (and You remain responsible for the Car until Hertz has inspected and accepted the return of it the next Business Day);
- (c) where You use the customer collection service, the earlier of when the Car is collected and a reasonable time after the time nominated by You for its collection;
- (d) Hertz repossesses the Car; or
- (e) where the Car is lost, stolen or otherwise misappropriated, when the Police are notified of same (being the time recorded on the Police Report of the incident);

“Rental Wallet” means the document wallet which You receive with the Form. The Rental Wallet may include text labelled ‘terms and conditions’, a Vehicle Accident Report and other general information which is provided for Your assistance. The text labelled ‘terms and conditions’ and any other information which appears in the Rental Wallet does **not** form part of the contract for the rental of the Car;

“Resulting From” means resulting, whether directly or indirectly, irrespective of whether the matter referred to is the sole or partial cause; and ‘results in’ and similar grammatical forms have the corresponding meaning;

“Single Vehicle Accident” means an Accident not involving a collision between the Car and another vehicle, other than a parked vehicle;

(c) The tires are maintained at their proper pressure.

9. You shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

INSURANCE (Loss Damage Waiver)

10. a. Unless insurance is rejected and subject to the exclusions set out below, You and any driver authorised to drive the vehicle are fully indemnified in respect of any liability You might have to the owner in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, You and any driver authorised to drive the vehicle are indemnified to the extent of NZ\$5,000,000 in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

b. ACCIDENT EXCESS REDUCTION (AER)

You acknowledge that You shall be liable in respect of the first NZ\$2,200 for vehicle groups B, C, D, E and F or NZ\$2,500 for vehicle groups H, J, K, L and M, or any other amount as shown on the front of the Rental Agreement, plus goods and services tax, for the damage or loss referred to in the insurance coverage specified in clause 10. This does not apply to damage or loss resulting from fire or from theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 at Your option by payment of an Accident Excess Reduction (AER) at a rate of NZ\$22 (plus GST) per day for vehicle groups B, C, D, E and F or NZ\$25 (plus GST) per day for vehicle groups H, J, K, L and M. Rates, waiver, reduction and excesses may vary with rate and vehicle options and are subject to change without notice.

How to obtain coverage

Coverage becomes effective if You indicate that You "Accept" Accident Excess Reduction in Your Enrollment and pay the additional daily charge as stipulated in the Rental Agreement.

EXCLUSIONS

The indemnities referred to above shall not apply where the damage, injury or loss arises when:

- a. The driver of the vehicle is under the influence of alcohol or any drug that affects his/her ability to drive the vehicle;
- b. The vehicle is in an unsafe or unroadworthy condition that arose during the course of the rental and that caused or contributed to the damage or loss, and the renter or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;
- c. The vehicle is operated in any race, speed test, rally or contest;
- d. You are not a body corporate or department of State and the vehicle is driven by any person other than You or any other person named on the authorised drivers list;
- e. The vehicle is driven by any person who at the time he/she drives the vehicle is disqualified from holding or has never held a driver's license appropriate for that vehicle;
- f. The vehicle is willfully or recklessly damaged by You or any other person named on the authorised drivers list, or driving the vehicle under the authority of You, or is lost as a result of the willful or reckless behavior of You or any such person;
- g. The vehicle is operated outside the term of the rental or any agreed extension of that term.

It is agreed between the owner and You that section 11 of the New Zealand Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

REJECTION OF INSURANCE(Loss Damage Waiver)

11. IF INSURANCE IS REJECTED IN TERMS OF CLAUSE 10 ABOVE, YOU ACCEPT THAT THE VEHICLE IS RENTED TO YOU AT YOUR OWN RISK IN RESPECT OF LOSS OF OR DAMAGE TO THE VEHICLE AND CONSEQUENTIAL LOSS BY THE OWNER. YOU ACCEPT THAT YOU MAY BE LIABLE TO THE OWNER FOR ANY LOSS OF OR DAMAGE TO THE VEHICLE AND CONSEQUENTIAL LOSS. YOU ACCEPT THAT YOU HAVE NO INSURANCE COVERAGE UNDER THIS AGREEMENT IN RESPECT OF ANY DAMAGE, INJURY OR LOSS CAUSED TO ANY PERSON OR PROPERTY. NOTE: Rejection of insurance can only occur with the prior approval of Hertz.

OWNER'S OBLIGATIONS

12. The owner shall supply the vehicle in a safe and roadworthy condition.

13. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the rental except to the extent that by the terms of this agreement those costs are payable by You.

NOTE: By virtue of clause 6 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the rental is the responsibility of You.

MECHANICAL REPAIRS AND ACCIDENTS

14. If the vehicle is damaged or requires repair or salvage whether because of an accident or breakdown, You shall advise the owner of the full circumstances as soon as practicable.
15. You shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
16. You shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking or suspension systems of the vehicle.

USE OF THE VEHICLE

17. You shall not use or permit the vehicle to be used for the carriage of passengers for rental or reward unless the vehicle is rented with the knowledge of the owner for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.
18. You shall not:
- a. Sublet or rent the vehicle to any other person;
 - b. Permit the vehicle to be operated outside Your authority;
 - c. Operate the vehicle, or permit it to be operated in circumstances that constitute an offense by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
 - d. Operate the vehicle or permit it to be operated in any race, speed test, rally or contest;
 - e. Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
 - f. Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations Act 1976 or any other Act, regulations or bylaws relating to road traffic;
 - g. Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
 - h. Drive or permit the vehicle to be driven by any person if at the time of his/her driving the vehicle, You or the other person is not the holder of a current driver's license appropriate for the vehicle.

RETURN OF THE VEHICLE

19. a. You shall, at or before the expiration of the term of rental, deliver the vehicle to the address from which the vehicle was rented or to such place of business of the owner or the owner's agent as may be agreed upon, or obtain the owner's consent to the continuation of rental.
- b. The rental is not deemed to have finished until the keys have been delivered to the same Hertz depot the vehicle was returned to.
- c. If the vehicle is not returned on the same island it was rented from, an additional fee may be charged, up to NZ\$1,000 (plus GST).

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

20. The owner shall have the right to terminate the rental and take immediate possession of the vehicle if You fail to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the rental under the authority of this clause shall be without prejudice to the other rights of the owner and Your rights under this agreement or otherwise.

INTEREST ON OVERDUE ACCOUNTS

21. a. You shall be liable to pay interest on all monies due and unpaid calculated at the Applicable Rate on a daily basis from the due date for payment to the date payment is actually received.
- b. In addition, You shall be liable for all costs of enforcement and collection (including legal costs on a solicitor and own client basis).
- c. For the purpose of the above clause, "Applicable Rate" means a rate of interest equivalent to (x) 7.5% per annum plus (y) the overdraft rate payable by Hertz NZ Ltd. to its bankers for overdraft accommodation. A letter signed under the hand of the Manager, Assistant Manager or Accountant of Hertz NZ Ltd.'s bankers

shall be conclusive evidence as to the rate payable by Hertz NZ Ltd. for overdraft accommodation and for the purposes of calculating the Applicable Rate.

CALCULATION OF CHARGES

22. Rental days consist of a consecutive 24hour period starting at the time of the commencement of rental. The minimum rental period is 1 day (24 consecutive hours). Extra hours after allowing a grace period of 59 minutes are charged for each full or partial hour in excess of a rental day until such extra hours charged equal the daily rate. If You fail to comply with any restrictions applicable to special rates, other applicable rates will be charged.

YOU AGREE THAT IN THE EVENT THAT YOU ARE HIRING A MOTOR VEHICLE FOR BUSINESS PURPOSES, THEN THE CONSUMER GUARANTEES ACT 1993 DOES NOT APPLY PURSUANT TO SECTION 43 OF THAT ACT.

A COPY OF THE RENTAL AGREEMENT MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE RENTAL AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, OR OTHER AUTHORISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.

OPTIONAL SERVICES

The following summaries of Optional Services offered by Hertz in New Zealand are as of 1 June 2016. Optional Services offered, coverages, limits, exclusions, other features and prices are all subject to change without notice.

For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrolment to obtain them. (This would be likeliest to occur when, in Hertz' judgment, applicable law made it impracticable to offer such services at the location on an advance basis.) In such circumstances, the Rental Agreement will not indicate that You have accepted such optional services, even though Your Enrolment specifies that You wish to obtain them for Programme rentals in New Zealand. You may still be able to purchase such services at the commencement of the rental even when they are not available on the basis of an advance request. To do this, You must advise a Hertz representative at the rental location of Your decision to purchase such services at the commencement of the rental and, if such services are available at that time, have the representative revise the Rental Agreement to reflect your decision.

PERSONAL ACCIDENT INSURANCE (PAI)

How to obtain coverage

Coverage becomes effective when You indicate that you "Accept" Personal Accident Insurance (PAI) in Your Enrollment and pay the additional daily charge that as of January 1, 2006 is NZ\$5 per day (plus GST) but is subject to change. Such charge is due in full for each full or partial rental day.

POLICY BENEFITS

The following is only a summary of the Master Policy wording, and does not override anything contained in the Master Policy. The benefits and coverage provided are subject to change without notice.

Persons covered: Authorised driver only in control of the vehicle at the time of the accident and/or passenger/s. The Compensation payable to a passenger is for the Events 1-5 only.

Cover provided: When injury, as defined, results in any of the following Events, the Hertz PAI policy will pay the following compensation specified for such Event. The maximum amount payable for a passenger shall be 10% (ten percent) of The Compensation and the balance of The Compensation shall be payable to the authorised driver.

The Events –

Injury resulting in:	The Compensation \$NZ
1. Permanent Quadriplegia	\$100,000
2. Permanent Paraplegia	\$100,000
3. Death	\$100,000
4. Total loss of one or more limbs	\$100,000
5. Total loss of entire sight of one or both eyes	\$100,000
6. In hospital cash – 24 hours continuously – \$100 per day max. 30 days	

Note: You can only claim for one of the events 1-5 above

Surgical benefits following injury:

	The Compensation \$NZ
1. Craniotomy	\$2,000

2. Amputation of one or more limbs	\$1,000
3. Fracture of limb requiring open reduction	\$1,000
4. Dislocation requiring open reduction	\$500
5. Any other surgical procedure carried out under a general anaesthetic	\$100

Exclusions applying to PAI:

- Persons aged 80 years of age or older
- Intentional self-injury, suicide
- War, invasion or civil war
- Illegal or criminal acts
- Whilst under the influence of alcohol or drugs
- Failure to comply with provisions of the Rental Agreement
- Sickness or disease

Claims: Must be completed in writing as soon as practicable after the events. Forms available at all Hertz offices.

PERSONAL EFFECTS COVERAGE (PEC)

How to obtain coverage

Coverage becomes effective when You indicate that you "Accept" Personal Effects Coverage (PEC) in Your Enrollment and pay the additional daily charge that as of January 1, 2006 is NZ\$5 per day (plus GST) but is subject to change. Such charge is due in full for each full or partial rental day. PEC can only be taken as an option when taken in conjunction with PAI or PKG.

Policy Benefits

PEC provides benefits to the authorised driver and passengers for loss of or damage to baggage and personal belongings. Compensation is paid provided You observe reasonable care in the supervision of Your personal effects. Some exclusions apply. The following is only a summary of the Master Policy wording and does not override the Master Policy. The benefits and coverage provided are subject to change without notice.

Persons Covered

Authorised drivers and passengers.

Coverage Provided

Loss or damage to luggage and personal effects by theft from locked or attended vehicle, collision and/or overturning of vehicle, riot and civil commotion, malicious act, fire, flood and the like. If such loss or damage occurs during the rental period, the Insurer will, at its option and if practicable, repair, reinstate, replace or provide a cash settlement for the lost or damaged items.

Excess

The Insured Person shall bear the first NZ\$25 of each and every claim under this section.

Benefits

Limit any one article	NZ\$1,025
Limit per rental period for authorised driver	NZ\$3,025
Limit per rental period for authorised drivers and passengers	NZ\$6,025

Conditions Relating to Personal Effects Coverage

Each Insured Person shall observe reasonable care in the supervision of baggage and shall take all requisite steps for the safeguarding and recovery of the lost or damaged property. In the event of loss, destruction of or damage to property insured hereunder, the Insured Persons:

- Shall obtain a police report of the loss or damage due to theft. If the loss or damage is due to other insured events, the Insured Persons must advise relevant bodies;
- Shall give notice in writing to Hertz as soon as practicable, after the loss or damage occurs;
- Shall at their own expense, provide Hertz with relevant information and supporting documentation as requested by the Insurer;

- If You are staying in a hotel/motel, apartment, residential home or the like, the vehicle must be empty of luggage and/or personal effects if the vehicle is to be left unattended at night, unless it is parked in a locked garage or building.

The Insurer may settle the claim by means of a cash settlement equal to the value of the property at the time of loss or damage, or at its option and if practicable, reinstate, repair or replace the property lost or damaged.

In the case of loss or damage to one article which is deemed to be part of a set, the Insurer will only be liable for the value of the individual item which was lost or damaged.

Exclusions

This policy does not cover:

1. Damage by moth, vermin, insects, atmospheric or climatic conditions.
2. Mechanical, electrical or hydraulic breakdown or derangement, loss of data or any consequential loss.
3. Breaking or scratching of fragile items unless You can prove the breakage was caused by fire or accidental impact to the conveyance (i.e., mode of transport) carrying the articles.
4. Sporting equipment and/or bicycles while in use, furniture or furnishings, or household effects or appliances, or any means of transport and/or parts and accessories of such transport.
5. Money, travelers checks, bank or currency notes, credit or charge cards, vouchers, bonds, coupons, stamps, negotiable instruments, deeds, manuscripts, securities of any kind, bullion, tools of trade, travelers' samples or any property of any kind when used wholly or partially for business.
6. Wear and tear, depreciation in value or gradual deterioration.
7. Luggage or personal effects left unattended and in an unlocked vehicle.
8. Any goods that are intended for sale or trade.
9. Automobiles, motors, motorcycles, bicycles, boats or any other mode of conveyance, or their accessories
10. Animals.
11. Artificial limbs, teeth or the like.
12. Jewelry, precious stones, gold/silver, precious metal, furs or any other article for more than the Limit Any One Article stated in the policy.
13. Any luggage or personal effects not in the Vehicle at the time of the event giving rise to a claim under this section.
14. Results from war (whether it be declared or not), invasion or civil war.
15. The Insured Person being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner.
16. For any insured event occurring as a result of the authorised driver failing to comply with the provision of the Rental Agreement.

Making a claim

Please report any loss or damage to property to Hertz and complete a claim form within 30 days of the loss or damage. Hertz also requires You to promptly report loss of or damage to property to the police (as is appropriate).

POINTS TO REMEMBER FOR PAI AND PEC

- The coverage is provided by American Home Assurance Company New Zealand Branch (Level 23, The ANZ Centre, Albert Street, Auckland) or as otherwise specified.
- Claim forms and notice of any claims should be promptly requested and sent to Hertz Insurance Dept. Private Bag 4716, Christchurch.
- Hertz is acting as an agent of American Home Assurance Company New Zealand Branch in accordance with the Intermediaries Act 1994. Hertz does not act as Your agent.
- Hertz pays a flat rate premium to AHA each year. All daily charges collected from renters are kept by Hertz.

- The information contained herein is intended as a guide only.
- Copies of the Hertz PAI and PEC policies are available on request from Hertz Insurance Dept., New Zealand Head Office, 801 Wairakei Road, Christchurch, or are available at any Hertz office.

Your duty of disclosure relating to PAI and PEC

Before You enter into a contract of general insurance with an Insurer, You have a duty under the Insurance Law Reform Act 1977 to disclose to the Insurer every matter that You know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters to the Insurer before You renew, extend, vary or reinstate a contract of general insurance. Your duty does not require disclosure of matters:

- That diminish the risk to be undertaken by the Insurer;
- That is common knowledge;
- That Your Insurer knows or, in the ordinary course of business, ought to know;
- As to which compliance with Your duty is waived by the Insurer.

Non-disclosure

If You fail with Your duty of disclosure, the Insurer may be entitled to reduce the liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

PACKAGE (PKG)

How to obtain coverage

Coverage becomes effective when the renter initials the Package (PKG) "ACCEPT" box when completing the Enrollment Agreement and pays the additional daily charge. Such charge is due in full for each full or partial rental day. As of January 1, 2006 the daily charges are NZ\$30 per day (plus GST) for vehicle groups B, C, D, E and F and NZ\$33 per day (plus GST) for vehicle groups H, J, K, L and M are subject to change without notice.

Benefits of Package

Offered at discounted rates, the Protection Package saves You money by providing coverage for less than what You would pay if You were to purchase the options individually. For the highest level of protection Hertz recommends the Protection Package.

By paying the one daily charge, the Package includes the benefits of ACCIDENT EXCESS REDUCTION (AER) where Hertz agrees to reduce the Accident Damage Excess (referred to in clause 10(b) of these rental terms and conditions) from NZ\$2,200 or NZ\$2,500 (or as otherwise specified in the Rental Agreement) to nil (or as otherwise specified in the Rental Agreement), Personal Accident Insurance (PAI) and Personal Effects Cover (PEC).

Details of the provisions, limitations and exceptions of the PAI and PEC policies for New Zealand are set out separately above.

PART II. F. COMPANY/TRAVEL AGENT ACCOUNTS SUPPLEMENTARY TERMS AND CONDITIONS

Where, by virtue of a separate agreement entered into by You and a Company or Travel Agency and Hertz, arrangements have been made or are subsequently made during the membership period for rentals by You to be charged to either a Company Account or Travel Agency Account, the provisions in this Part II. F. set out the terms and conditions subject to which such transactions are to be handled.

TERMS AND CONDITIONS

WHEREAS

You have concluded with Hertz an Enrollment including the number of one or more credit cards, of which You are personally the holder, and authorizing Hertz to charge the Rental Charges against the first credit card indicated which has a credit available.

You wish to have the benefit of the Programme and have the Rental Charges billed directly to the Company employing You by debiting an OTTO Account or by billing You using a Travel Agency's Account. This supplement is concluded to define the methods of combined use of the Programme and the Company's OTTO Account or an Agency Account, as well as Your obligations and responsibilities and those of Hertz in this context.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS:** The following expressions, where used in these supplementary terms and conditions, shall bear the following meanings:

“Travel Agency” means the travel agency which has, together with You, signed the Supplement which has been accepted by Hertz.

“Company” means the company which employs You and which has concluded an agreement with Hertz to charge to its OTTO Account the expenses relating to rentals which You make within the framework of the Program.

“OTTO Account” means the Company’s customer account with Hertz or such other account that the Company agrees is to be debited by Hertz for any charges incurred.

“Agency Account” means the Travel Agency’s customer account with Hertz.

“Reservation” means the transaction by which You, the Company or a Travel Agency give instructions to Hertz to undertake all the action necessary for the rental of a vehicle in accordance with the conditions laid down when the reservation is made.

“Rental Charges” means the charges incurred in whatever way and of whatever nature by virtue of Your rental of a car using the Program (also referred to as “Charges” in these Rental Terms).

“Full Value Voucher” means the vouchers (Car Rental Ticket) issued by a Travel Agency relating to the total amount of the Rental Charges in connection with the rental which is the subject of this voucher.

“OTTO Vouchers” means the vouchers used by the Company and bearing its OTTO Account number.

“Program/OTTO Combination” means the use of Program service while charging the amount of the Rental Charges to the Company’s OTTO Account.

“Program/TRAVEL AGENCY Combination” means the use of Program service while charging the amount of the rental charges to the Travel Agency’s Agency Account.

2. You have read, understood and accepted these supplementary Terms and Conditions.
3. The Company/Travel Agency has concluded an agreement with Hertz, authorizing Hertz to bill it with the Rental Charges, complying with the conditions laid down below.
4. To have the benefit of Program/OTTO Combination or Program/TRAVEL AGENCY Combination, You must return to Hertz the Supplement to the Program Enrollment Agreement, completed and authenticated on the back by the Company/Travel Agency and Yourself.

The authorization given by the Company/Travel Agency can be cancelled at any moment and in the event of withdrawal from this authorization for any reason whatever, Hertz could not be held responsible for its refusal to give You the benefit of Program/OTTO or Program/TRAVEL AGENCY Combination.

5. **Program/OTTO COMBINATION:**

In completing “Section 3” of the front of the Supplement, You are instructing Hertz to debit the OTTO Account, the number of which You indicate, with the amount of the Rental Charges relating to all the rentals You make under the conditions set out in or incorporated by the Supplement.

You certify that the OTTO Account number You have indicated in “Section 3” is in fact the OTTO Account number of the Company employing You.

6. **Program/AGENCY COMBINATION:**

In completing “Section 3” of the front of the Supplement, You are instructing Hertz to debit the Agency Account, the number of which You indicate, with the amount of the Rental Charges relating to all the rentals You make under the conditions set out in or incorporated by the Supplement.

You certify that the Agency Account number You have indicated in “Section 3” is in fact the account of the Travel Agency.

7. You undertake to notify Hertz of any change in Your situation entailing the modification of the OTTO Account or the Agency Account You have indicated in “Section 3” of the Supplement.
8. You undertake to notify Hertz of any modification of Your situation entailing the withdrawal of the authorization to use the OTTO Account or the Agency Account which You indicated in “Section 3” of the Supplement.

9. To benefit from the Program/OTTO Combination or the Program/AGENCY Combination, You (or the Company or the Travel Agency which makes a reservation for You) must transmit to Hertz, at the time of reservation, the number of the OTTO Account or of the Agency Account which must be debited with the amount of the Rental Charges relating to this reservation, as shown in "Section 3" of the Supplement, as well as the serial number of the OTTO Voucher or the Agency Voucher (where applicable).
10. If, when making the reservation, You (or the Company or the Travel Agency which makes a reservation for You) do not inform Hertz of the OTTO Account number or the Agency Account number indicated in the preceding Article, or, where required, the serial number of the OTTO Voucher or the Car Rental Ticket, You will not be able to use Program/OTTO Combination and/or Program/AGENCY Combination. In that case, the amount of the Rental Charges will be charged against one of the credit cards, or payment cards, which You have indicated on Your Enrollment.
11. To have the benefit of the Program/OTTO Combination or Program/AGENCY Combination, the rental conditions indicated when the reservation was made must be identical to the conditions indicated in Your Enrollment.
12. Moreover, to have the benefit of Program/AGENCY Combination, the following conditions must be fulfilled:
 1. You must have the reservation made by the Travel Agency;
 2. The Travel Agency must issue a "Full Value Voucher."
13. The OTTO Vouchers issued by the Company or the "Full Value Vouchers" issued by the Travel Agency are transmitted to Hertz when the reservation is made and Hertz could not be held responsible for errors which You, the Company or the Travel Agency could commit when making the reservation, transmitting the OTTO Voucher or the "Full Value Voucher."
14. You undertake not to make a rental using Program/OTTO Combination or Program/AGENCY Combination if the Company/Travel Agency no longer guarantees Your rentals.
15. A program member who makes a fraudulent use of OTTO Vouchers or the OTTO Account number, or an Agency Account number or a Voucher issued by the Travel Agency, will be automatically removed from the list of Members of the Program.
16. Program services will be provided in accordance with these Rental Terms for the country in which the Rental commences, with effect from the date and place of implementation of the contract as specified during the reservation. The renter must comply with all qualification criteria defined by Hertz, as indicated in these Rental Terms. Program services will be billed in accordance with the rates applicable at the time and place of rental.
17. The maximum hiring duration is 30 days. For each rental period over 30 days, a new contract must be established.
18. Hertz reserves the right not to rent a vehicle to anyone under the influence of alcohol, drugs or other absorbed elements with similar effects on a person's ability to drive safely.
19. Hertz is not responsible for any damage to or loss of property resulting from the Company/Travel Agency's intervention acting solely as an independent intermediary and not as a Hertz Agent or Employee.
20. Reservations can only be made by car groups and not by car models or specific brands, although the renter's preferences are taken into consideration depending on availability.
21. The Company/Travel Agency is liable for all damages, loss or delays resulting from any action by the Company/Travel Agency exceeding the Company/Travel Agency's functions according to the Program context, to correctly indicate Program services to be provided when a reservation is made, inform the renter/driver of his/her obligation regarding the qualification criteria and financial status, forward all details and special requirements from the driver, in order to make a reservation.

PART G: TERMS AND CONDITIONS PRIOR TO OCTOBER 24, 2016.

To view our previous terms and conditions in English, please [click here](#).

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