

# YOUR RENTAL TERMS



Everything you need  
to know about your  
Hertz rental







[HERTZ.COM](https://www.hertz.com)

**Hertz**<sup>®</sup>

## **Country Specific Terms**

Please ask if the insert is missing.



	▶ <b>KEY FACTS ABOUT YOUR RENTAL</b>	<b>4</b>
	▶ <b>BASICS</b>	<b>6</b>
	Rental agreement	
	Responsibility (yours and ours)	
	Disputes	
	Privacy	
	Rentals over 28 days	
	▶ <b>PICK UP</b>	<b>7</b>
	Charges at pick up	
	Vehicle	
	Rental restrictions	
	▶ <b>DURING YOUR RENTAL</b>	<b>9</b>
	Fines, tolls and other charges	
	Breakdown	
	Accidents	
	Damage and theft	
	▶ <b>RETURN</b>	<b>12</b>
	Return procedure	
	Variations to return time/place	
	Charges on return	
	▶ <b>ANNEXES</b>	<b>14</b>
	1 Charges explained	
	2 Fuel policy	
	3 Damage policy	
	4 Insurance & waivers	
	5 Privacy policy	
	6 Contacts	
	7 Currency conversion	



# KEY FACTS ABOUT YOUR RENTAL

This summary aims to help you understand what is included or excluded in your Rental Agreement and the options available to enhance your journey. Please ask our counter staff if you need further clarification.

## HELPFUL TIPS

### ▶ 1 Your Responsibility

You are responsible to us if the vehicle is lost or damaged, as well as for traffic fines and other charges that arise during the rental.

### ▶ 2 Damage

You should check the vehicle for damage before you drive away and record any variations on the Vehicle Condition Report. This helps to avoid damage disputes on return.

### ▶ 3 Insurance & Waivers

Read the Rental Agreement carefully to understand your obligations for use of the vehicle and be aware that your insurance and waivers may be void if you are in breach.

### ▶ 4 Return

You might incur additional charges if you return the vehicle at a different time or place to that agreed with us or if it is in a particularly dirty or smelly condition. Smoking in the vehicle will incur an extra charge.

### ▶ 5 Out of Hours Return

If we agree to you returning outside location hours, please be aware that you will be responsible for the vehicle until our staff locate it when the location re-opens.

## CONTACTS AND REMEDIES

▶ 1 You may check with our **location staff** at end of rental or telephone the renting location at any time using the number on the back of this Rental Terms booklet.

▶ 2 Post rental, you may contact **Hertz Customer Services** during office hours (using the number on the back of this Rental Terms booklet) and our team will help resolve any issues.

▶ 3 If we are unable to resolve your issue to your satisfaction, and you were renting in another European country, you can contact the **European Car Rental Conciliation Service (ECRCS)**, which is an independent conciliation service, or seek **online dispute resolution (ODR)**.

See **Annex 6 (Contacts)** of the Rental Terms for full details.

For full information, please read the **Rental Terms** in this booklet. You can also refer to our website **hertz.com** (and national variations) for our **Guide to Car Rental** and additional details about prices, products and location information. **Thank you for choosing to rent with Hertz.**

WHAT IS INCLUDED	WHAT IS NOT INCLUDED
<p><b>INSURANCE</b></p> <p>Third party insurance is included in your rate and protects you or any authorised driver against claims from any other person for death, injury or damage to property if you have an accident.</p>	<p>You can add an <b>additional driver</b> with our agreement. We will need to see their driving licence and a charge will apply.</p> <p>You can also buy additional cover for injury to the driver and loss of or damage to the possessions of you and your passengers by purchasing <b>Personal Insurance (PI)</b>.</p>
<p><b>DAMAGE WAIVERS</b></p> <p>Most rates include <b>Collision Damage Waiver (CDW) and Theft Protection (TP)</b>. These limit your liability to us for damage to or loss of the vehicle to the excess amount stated on your Rental Agreement.</p>	<p>You can reduce your liability to us for the CDW or TP excess to zero by purchasing <b>SuperCover (SC)</b>.</p> <p>As a cheaper alternative, where available, you can take <b>Glass &amp; Tyres (G&amp;T)</b> to eliminate your liability for the CDW or TP excess for damage to the vehicle's windows and tyres.</p>
<p><b>FUEL</b></p> <p>Your rental is provided with a <b>full tank</b> of fuel. You can either return the vehicle full or pay for us to refill the tank for you at the rate shown on your Rental Agreement.</p>	<p>You can choose to pay for a whole tank of fuel in advance so you don't need to fill the tank on return (although no refund will be given for any unused fuel). Ask for <b>Fuel Purchase Option (FPO)</b>.</p>
<p><b>BREAKDOWN SERVICE</b></p> <p>A basic breakdown service is included in your rental to cover call outs for mechanical faults and accidents.</p>	<p>You can buy additional cover for the call out costs relating to breakdowns that are your fault, including for flat batteries, lost keys, use of the wrong fuel or keys locked in the vehicle with our <b>Personal Emergency Roadside Service (PERS)</b>.</p>
<p><b>EQUIPMENT</b></p> <p>Your rate includes all compulsory equipment.</p>	<p>You can choose from our range of additional equipment and services, including <b>Hertz Neverlost, child seats, winter tyres, snow chains</b> and Wi-Fi, subject to availability at each location.</p>
<p><b>MILEAGE</b></p> <p>Although there is normally no limit on distance covered during your rental, some exceptions may apply which will be shown on your Rental Agreement.</p>	<p>We do not cover you for any <b>parking fines</b>, private parking charges, road tolls or <b>traffic violations</b> you incur on your trip. We will process these on your behalf, pass on the charge and add an administration fee.</p>



# BASICS

## RENTAL AGREEMENT

▶ Your Rental Agreement is the document you sign when you pick up your vehicle (generally headed "Rental Agreement" or "Rental Record") which includes a summary of your rental (e.g. length, services taken and an **estimate of charges** to be paid). By signing, you indicate that these details are correct as well as your acceptance of:

- **these Rental Terms; and**
- **any Country Specific Terms provided (i.e. local variations and additions to these Rental Terms).**

▶ The Rental Agreement is made with the Hertz company or franchisee named on it and all references to "Hertz", "we", "us" and "our" are to that company.

## RESPONSIBILITY

▶ **Ours:** We are responsible to you for providing the vehicle in good overall and operating condition and for replacing the vehicle in the event of breakdown. Our responsibility covers death or personal injury resulting from our acts or omissions. It does not extend to other losses arising from your rental unless they are a direct and foreseeable result of our negligence or breach of these Rental Terms. In this case our responsibility to you will not cover loss of profits or loss of opportunity.

▶ **Yours:** You must care for, use and return the vehicle in accordance with this Rental Agreement.

### IMPORTANT

You are responsible to us if the vehicle is returned late, lost or damaged, as well as for traffic fines and other charges that arise during the rental.

**Please read the Rental Agreement carefully to understand your obligations in full.**

## DISPUTES

▶ We aim to resolve all disputes amicably. For contact details and information about any available independent dispute resolution services, please see **Annex 6 (Contacts)**.

▶ If we are unable to resolve a dispute, the law of the country where you signed the Rental Agreement will apply. Any part of this Rental Agreement which is held to be illegal or unenforceable under applicable law shall be considered to have been deleted, leaving the remainder in full force and effect.

## PRIVACY

▶ When you rent with us, you consent to us processing your personal information in accordance with our **Privacy Policy**. Please see **Annex 5 (Privacy Policy)** for further information.

## LONGER TERM RENTALS

▶ If your rental is for 28 days or longer you must return the vehicle to one of our rental locations at least every 28th day or at any time when requested by us. We reserve the right to terminate this Rental Agreement at any time by giving you 30 days' notice either orally or in writing.



## CHARGES

► Your Rental Agreement shows any charges agreed at the start of the rental (which have not been prepaid) and your agreement to pay these and any other charges that arise by the end.

### IMPORTANT

We typically reserve an amount on your credit card (or take a deposit) at least equal to the estimated charges shown on your Rental Agreement. This will be released (or repaid) on return following payment of the rental charges. For full details please check with the location at time of pick-up or online before travelling.

Please see **Annex 1 (Charges Explained)** for an explanation of the principal charges and potential additional charges that may arise from your rental. We will provide you with a final invoice on return.

### Currency conversion

If you are travelling we may give you the option to pay in your home currency using a competitive rate of exchange. Please see **Annex 7 (Currency Conversion)** for further details in those countries providing this service.

## VEHICLE

► **Definition:** All references to “the vehicle” in these Rental Terms are to the vehicle we supply to you for your rental, including any replacements, plus all parts and accessories belonging to the vehicle and any additional equipment provided to you, such as child seats, NeverLost units, DVD players, ski chains etc.

► **Condition:** It is important that you check the condition of the vehicle at the start of the rental and on return. We will provide a summary of any pre-existing damage on our **Vehicle Condition Report**. Please see **Annex 3 (Damage Policy)** to understand how we will process damage caused during your rental.

► **Care:** You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by complying with our **Rental Restrictions** (below). You must also make sure you use the correct fuel and check the tyres, oil and other fluid gauges, refilling as necessary.

### IMPORTANT

You are responsible for returning the vehicle in the condition we provided it in, subject to fair wear and tear. You will be responsible to us, to the extent allowed under applicable law, for any additional damage found on return.

► **Fuel:** We will supply your vehicle with a full tank of fuel. You will need to return the vehicle with a full tank or pay for the additional fuel required to fill the tank on return, including a **Refuelling Service Charge** for the convenience of having us refuel the vehicle for you.

### Fuel Purchase Option (FPO)

You might find it more convenient to pay for a full tank at the start of the rental and save time refuelling on return by taking this option.

Please see **Annex 2 (Fuel Policy)** for a full explanation of your options.



## PICK UP

### RENTAL RESTRICTIONS

- ▶ **Use:** The vehicle belongs to us and you may not sub-rent, transfer or sell it. You may not use the vehicle:
  - To carry passengers for remuneration (e.g. as a taxi or car sharing arrangement or similar).
  - Off road or on roads unsuitable for the vehicle (including racetracks).
  - When it is overloaded with passengers and/or baggage.
  - To tow or push any vehicle, trailer or other object (without our express permission).
  - To carry anything which may harm the vehicle (including explosive or combustible materials) or delay our ability to rent the vehicle again (because of its condition or smell).
  - To carry cargo for remuneration (except in the case of trucks and vans).
  - To take part in any race, rally or other contest.
  - In restricted areas, including airport service roads and associated areas.
  - In contravention of any traffic or other regulations.
  - For any illegal purpose.
- ▶ **Authorised drivers:** Only the renter and any other person authorised by us may drive the vehicle, although they may not drive if they are over-tired or under the influence of any substance that may impair their consciousness or ability to react, such as alcohol, drugs or certain medication.
- ▶ **Driving abroad:** You may drive the vehicle in any of the countries indicated in the **Country Specific Terms**. If you want to drive the vehicle in any other country you must gain our prior permission.
- ▶ **Multiple rentals:** You may not rent more than 2 vehicles at any time unless you have set up a corporate account with us and have our prior permission to do so.

#### IMPORTANT

If you do not comply with these Rental Restrictions:

- You will be responsible for any damage, losses and expenses we suffer as a result.
- You may lose the benefit of any insurance or waivers of liability you have taken.
- We may terminate the Rental Agreement and take the vehicle back at any time at your expense.



# DURING YOUR RENTAL



## FINES, TOLLS AND OTHER CHARGES

▶ You are responsible for all fines, road tolls, congestion charges and other similar charges (including parking fines or charges) incurred in relation to the vehicle during your rental. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Alternatively, we may be required to provide your details to the relevant authority, who will contact you directly.

### IMPORTANT

In addition to any fine or charge you incur, we may also apply an **administration charge** to reimburse us for the time and costs we incur in dealing with these matters.

## BREAKDOWN

▶ **Assistance:** If you experience any problem with the vehicle due to mechanical failure or accident you should call **Emergency Roadside Assistance** (see the Country Specific Terms or the Rental Agreement) and they will arrange help. Although this service is included in your rate, you will be responsible to us for any breakdown call out costs we incur where you are at fault. Please note that you must not allow anyone to service or repair the vehicle without our permission.

### Premium Emergency Roadside Assistance (PERS)

In some countries you can buy this additional product to cover breakdown call out costs where you are at fault. For full details see **Annex 4 (Insurance & Waivers)**.

## ACCIDENTS

If you have an accident you agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings. You must also take the following steps:

▶ **Notification:** You must inform the **location** in any event, and **Emergency Roadside Assistance** if there is damage to the vehicle, using the numbers on the Country Specific Terms or the Rental Agreement. Report the accident to the **police** as soon as you can if anyone has been injured or property has been damaged. Please check **Country Specific Terms** (given to you at the counter) for any additional requirements or variations.

▶ **Accident Report Form (ARF):** Complete the ARF (available either in the vehicle or by request on return) and hand it to a member of staff. The ARF must be completed, signed and, where possible, agreed with any third party even if there is no damage to the vehicle.

▶ **Do Not Admit Fault:** Take the name and address of everyone involved, including witnesses, and collect the information requested on the ARF.

### IMPORTANT

If you fail to comply with these accident instructions your waiver products may be void. Please check your **Country Specific Terms** for full requirements.



# DURING YOUR RENTAL

## DAMAGE AND THEFT

- ▶ **Responsibility:** You are responsible for all losses incurred by us **to the full value of the vehicle** if the vehicle is lost or damaged during your rental and our costs unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers.

### IMPORTANT

Your liability to us may include (amongst others):

- Cost of repairs - loss of rental income.
- Towing and storage charges.
- Loss in value of the vehicle.
- An **administration charge** to recover our costs for dealing with these issues and any related claim.

- ▶ **Security:** You are responsible for the security of the vehicle and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items (including any removable radio, DVD player or NeverLost unit) from sight and make sure the vehicle is locked. You must also comply with our return instructions (see **Return** below).
- ▶ **Theft:** If the vehicle is stolen you need to inform the police, call Emergency Roadside Assistance as soon as you can and complete an ARF (see the **Accident** procedure above). You must be able to show that you have taken appropriate care by returning the keys to us, otherwise our applicable waiver products will be invalid.

### Insurance and Waiver Options

Your rate automatically includes **Third Party Liability Insurance** which protects you and any authorised driver against claims from any other person for death, personal injury or damage to property caused by the vehicle during the rental. In addition (if not already included in your rate) you can choose:

- **Optional Waivers** such as SuperCover, CDW and TP): to reduce or eliminate your liability to us for damage to or loss of the vehicle; and
- **Personal Insurance (PI):** to provide cover for you and your passengers for (i) death, injury and medical expenses, and (ii) loss of or damage to possessions, when using the vehicle.
- **If you accept our optional products you agree to the terms set out in Annex 4 (Insurance & Waivers).**

- ▶ **Third party insurance:** If you have purchased excess waiver insurance or similar from a third party to cover your liability to us for the excess under our waiver products, you will remain liable to us for any amount due up to the excess and must seek reimbursement from your insurer.

### IMPORTANT

To the extent allowed under applicable law, our insurance and waiver products will be void if you breach these Rental Terms, or if the loss or damage is caused intentionally. Our waivers may also be invalid if the loss or damage is caused by the gross negligence of you or an authorised driver. For full details of exclusions see **Annex 4 (Insurance & Waivers).**



## RETURN PROCEDURE

- ▶ **Requirements:** You need to return the vehicle to the return location by the time stated on your Rental Agreement, or as otherwise agreed with us, or additional charges may apply (see **Variations** below).
- ▶ **Outside Operating Hours:** You may return the vehicle outside location opening hours with our prior agreement, in which case you must:
  - **Parking:** lock the vehicle and park in our car park or, if unavailable, a secure place nearby.
  - **Information:** complete the Return Details on the back of this Rental Terms booklet and leave it in the vehicle with any other documents (such as an Accident Report Form).
  - **Keys:** do not give the keys to anybody when you park the vehicle, even if they appear to be our employee, but post them with clear instructions where to find the vehicle

### **IMPORTANT**

If you return the vehicle out of hours you will remain fully responsible for the vehicle, including any damage, until we are able to locate it.

through the location's key box.

## VARIATIONS

- ▶ **Change to time or location:** If you want to change the time or place of return or arrange for us to collect the vehicle, you should call the location at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and

### **IMPORTANT**

A change to the **Return Time** might involve an increase to your rental charges, because a different (current) rate may apply. If you change **Return Location** we may charge a One Way Fee to cover our cost of returning the vehicle to its original location.

may involve additional charges.

- ▶ **Late return:** Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. If you return the vehicle late you enter into a new 24 hour period and will be charged for that and every successive 24 hour period you enter before return at a current,

- ▶ To help you, we typically allow a short '**grace period**' to return the vehicle without being charged an extra day. See Annex 2 (Charges Explained) or ask at the counter for details.

standard rate.

In certain circumstances, we may also apply a small **Early Return Charge** or **Late Return Charge** towards costs we incur if you return the vehicle other than at the agreed time. For details, see **Annex 1 (Charges Explained)**.

## CHARGES

- ▶ **Notification:** We will check the vehicle on your return and add any additional charges arising from your use of the vehicle, such as for fuel, vehicle condition/ damage and early/ late return, to your invoice. Please see **Annex 1 (Charges**

### **IMPORTANT**

Some charges can't be finally determined on return, such as for major damage or any fines we receive relating to your rental. We will notify you of any such charges and arrange for payment when these are identified.

**Explained)** for a detailed list of potential charges.

- ▶ **Invoice and payment:** We will provide an invoice on your return or by email or post. If you don't pay your charges in the time indicated on your invoice we may charge you the applicable statutory commercial interest on the outstanding charges.



# ANNEX 1 — CHARGES EXPLAINED

## (A) YOUR ESTIMATE OF CHARGES (SEE YOUR RENTAL AGREEMENT)

Your Rental Agreement provides an estimate of the charges applicable to your rental. These charges may typically include the following:

### COMPULSORY CHARGES

Rental Rate	The agreed rental rate is shown as a per week or per day amount, includes third party insurance and may include Collision Damage Waiver (CDW) and Theft Protection (TP).
Mileage	An estimated mileage may also be included in your rental rate. A fee may apply if you exceed this estimate.
Location Service Charge	Included at certain locations (e.g. airports and railway stations) to reflect the higher cost of providing services from there.
Vehicle Licence Fee	Passes on your share of the charges we incur for keeping the vehicle on the road.
Young Driver Surcharge	May apply if you or any additional driver is under 25 years old.

### OPTIONAL PRODUCTS AND SERVICES

Additional Driver	We apply a standard fee for each additional driver added to your rental to cover our additional insurance costs.
One Way Fee	May apply if you return the vehicle to a location different from the start location. You will be advised at the time of reservation if your journey is permissible.
Delivery & Collection Charges	Apply if you request that your rental vehicle is delivered to or collected from a location other our rental location.
Insurance & Waiver Options	The Rental Agreement will show if our insurance and waiver options have been <b>accepted</b> or <b>declined</b> by you or are otherwise <b>included</b> in your rate. We also show the <b>excess</b> applicable to Collision Damage Waiver (CDW) and Theft Protection (TP) and the full charge for the agreed rental period, inclusive of tax.
Optional equipment	The Rental Agreement lists any optional equipment you have selected, such as baby/ child seats, winter tyres, Neverlost and Hertz Entertainment (Wi-Fi), showing the full charge for the agreed rental period. inclusive of tax.

<b>TOTAL</b>	
Estimated Rental Charges	Your total estimated charges at the start of the rental including tax. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the vehicle during your rental.
Total Estimated Rental Charges	The Estimated Rental Charges plus the <b>maximum fuel charge you could incur if you return the vehicle empty</b> (i.e. a full tank of fuel with a refuelling service charge at current rates).

## **(B) POTENTIAL ADDITIONAL CHARGES**

You may incur additional charges as a result of your use of the vehicle or other incidents that occur during the rental. These include the following:

<b>FUEL</b>	
Fuel Purchase Option (FPO)	You pay for a full tank upfront (although no refunds are given for any unused fuel).
Refuelling Price	If you don't fill up the vehicle on return and haven't opted for FPO, we will charge you a price per litre to fill the tank.
Refuelling Service Charge	Applies on top of the amount charged for refuelling if we fill the tank for you on return and you have not taken FPO.

<b>VEHICLE CONDITION</b>	
Damage/Loss Charges	Apply if the vehicle is lost or damaged either (i) if you have not purchased our waiver products (e.g. CDW & TP), <b>to the full value of the vehicle</b> , or (ii) if you have taken our waivers to the excess amount. <b>Not applicable if you take SuperCover.</b>
Damage Administration Charge*	Fixed charge to recover our costs for dealing with damage caused to the vehicle. <b>Not applicable if you take SuperCover.</b>
Extra Cleaning Charge*	Applies if you return the vehicle needing more than our standard cleaning to make it ready for its next rental.
Smoking Charge*	Smoking is prohibited in all vehicles. This covers our costs of preparing the vehicle for the next rental.

\*For rentals in **Germany** this charge will not be applied if you can show that you are not responsible for the fine, that we do not have any additional costs or that our costs are less than the specified charge.



## ANNEX 1 — CHARGES EXPLAINED

VEHICLE USE	
Local Road and Toll Charges	You are responsible for paying all local road and toll charges applicable to your rental.
Traffic Fines and Penalties	You are responsible for paying the full penalty for any parking fine or charge, traffic fine or other penalty you incur during your rental.
Fines Administration Charge*	Standard charge to recover our costs of dealing with any road charge, parking fine or charge, traffic fine or other penalty you incur during your rental.
EARLY/LATE RETURN	
Early Return Charge*	Applies if you <b>did not prepay</b> your rental charges, committed to a rental term and then brought the vehicle back early. You will only pay for the days used, but we reserve the right to make this charge to compensate us in part for our inability to rent your vehicle during the remaining time reserved for your use.
Additional Rental Days	You may be charged an extra day's rental for each 24 hour period entered into following the return time at then current rental rates, although you are allowed a ' <b>grace period</b> ' of 29 minutes to return the vehicle after the agreed return time.
Late Return Charge*	In addition to charging <b>Additional Rental Days</b> for late return, we reserve the right to make this charge to compensate us in part for the costs we incur in finding an alternative vehicle to satisfy our next booking for your vehicle plus our administration costs in contacting you to return the vehicle.

All charges are calculated in accordance with our current rates and subject to final calculation at the end of the rental. **Please ask at the counter for details or check the Charges section of our website.**

*\*For rentals in **Germany** this charge will not be applied if you can show that you are not responsible for the fine, that we do not have any additional costs or that our costs are less than the specified charge.*

# ANNEX 2 — FUEL POLICY



Fuel is not included in your rental rate. Your vehicle will be provided with a full tank of fuel and you can decide how you wish to pay for the fuel you use during your rental. You have the following options:

## BUY A FULL TANK AT THE START...

- ▶ Often referred to as a **"full to empty"** policy – this is our **Fuel Purchase Option (FPO)**.
- ▶ If you purchase a full tank of fuel from us at the start of your rental, you will not need to refill the tank before returning and will have nothing more to pay for fuel.
- ▶ This is a good option for **high mileage journeys** where you are likely to use a full tank.

### ▶ Fuel Purchase Option (FPO)

We charge you at the start of your rental for a full tank of fuel at a price competitive with local fuel stations. You will have nothing more to pay to us for your fuel. **Please note that we do not provide a refund for unused fuel.**

## RETURN WITH A FULL TANK...

- ▶ Often referred to as a **"full to full"** policy.
- ▶ Return the vehicle with a full tank of fuel purchased from a local petrol station.
- ▶ This is a good option for **low mileage journeys**.

### IMPORTANT

Fuel gauges may still indicate that the tank is "full" many miles after it was last re-filled. To deal with this practically, we ask you to refill the tank within **10 miles/15 km** of the return location and **bring your fuel receipt with you** when returning the vehicle. **If you do not do so, we reserve the right to apply a small charge – please ask at the counter for details.**

## ...OR WITHOUT REFUELLING

- ▶ A good option if you are in a hurry, did not take FPO and do not have time to refill the tank on return.

### ▶ Fuel charges

We will charge you a price per litre to refill the tank, including or in addition to a **Refuelling Service Charge** for our service of re-fuelling for you. **These prices are indicated on your Rental Agreement.**

- ▶ For your convenience we generally provide two estimates of charges on your Rental Agreement to illustrate the potential cost of returning the vehicle without refuelling:
  - without fuel (i.e. assumption that the vehicle is returned full); and
  - with a full tank of fuel included (i.e. assumption that the vehicle is returned empty to show the maximum charge);

If you have any further questions, please **ask at the counter** when you pick up your vehicle.



## ANNEX 3 — DAMAGE POLICY

Your responsibility for damage to the vehicle is set out at the *Damage and Theft* section of the *Rental Terms*. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

### CHECKING THE VEHICLE

We will provide a summary of any damage on the **Vehicle Condition Report (VCR)** at the start of the rental. Please check to make sure it is correct. We will also inspect the vehicle on your return and provide a VCR to record any new damage, which will not include any fair wear and tear.

#### ▶ **Fair wear and tear**

This means "ordinary wear due to reasonable use" and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Exact criteria can vary from country to country – **check the back of your VCR for details.**

At peak times you should **allow 20 to 30 minutes** to complete the inspection with our staff and agree any damage. If you don't have time to do this any new damage will be assessed in your absence.

▶ **Hidden damage:** Some damage will not be apparent on post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g. the engine, fuel tank or clutch) or hidden by adverse light or weather conditions. If we find any such damage we will notify you, with evidence, before we charge you.

### DAMAGE ASSESSMENT AND CHARGING

There are three common scenarios:

#### ▶ **i. Simple damage – agreed on return**

For simple damage agreed with you on return, we will charge you in line with our **damage matrix** (see below) and include the cost in your final invoice.

#### ▶ **ii. Simple damage – not agreed because you are not present**

If you are not present on return, but the damage is simple, our counter staff will evaluate the charge using the **damage matrix**, notify you by mail/ email and charge you through the final invoice. We aim to complete this within 24 hours of the end of the rental. We will shortly amend this process to ensure that you are notified of the damage at least seven days before we charge your credit card.

#### ▶ **Damage matrix**

We aim to deal with damage in a quick and practical way by using our damage repair matrix. This contains the average cost of repairing the most common and minor damage based on the costs of body repair shops for parts and labour.



▶ **iii. Significant damage**

If the damage is **significant** and is not covered by the damage matrix we will refer it to our **damage assessors** for evaluation. They will write to you identifying the damage and the charge, with evidence, **seven days** before charging your credit card. We aim to complete this assessment in 30 to 90 days.

▶ **Notification and evidence**

We will provide evidence of any damage charge we make, which should include (i) the Rental Agreement number, date and return location, (ii) a damage appraisal from a repair body shop and/ or the invoice for the repairs, and (iii) a signed VCR, any Accident Report Form, photographs of the damage in situ and of the odometer.

**DISPUTES**

- ▶ **1** If you dispute a damage charge we will send full information, including any arguments and supporting evidence you provide, to our **Collections Department**, who will re-evaluate the case. If they agree with you, no charge will be made or you will be refunded in whole or in part. If they do not agree, they will proceed to collect the sum invoiced.
- ▶ **2** If you are not satisfied with our assessment, you can contact our **Customer Relations Department**, who will review the matter in full, refunding you as appropriate if they disagree with any charge made. They aim to deal with all customer contacts within 14 days.
- ▶ **3** If we are still unable to resolve the matter to your satisfaction we will refer you, where possible, to an **independent adjudicator**, whose decision will be binding on us.

**For full details and contact information, please see Annex 6 (Contacts).**



## ANNEX 4 — INSURANCE & WAIVERS

We provide insurance and waiver products to cover the principal risks you incur when driving the vehicle. These may be included in your rate or available as optional extra products. Key benefits, limitations and exclusions for these products are summarised below.

DESCRIPTION AND BENEFITS	KEY LIMITATIONS AND EXCLUSIONS
<b>THIRD PARTY LIABILITY INSURANCE (TPLI)</b> <b>YOUR LIABILITY TO THIRD PARTIES (I.E. OTHER THAN TO HERTZ)</b>	
<p>TPLI is automatically included in your rental rate. It:</p> <ul style="list-style-type: none"><li>▶ Meets all legal requirements for third party liability.</li><li>▶ Protects you and any authorised driver against claims from any other person (including your passengers) for death, personal injury or damage to property caused by your use of the vehicle during your rental.</li></ul>	<p>To the extent allowed under applicable law your insurance and waiver products will be <b>void</b> and <b>no longer protect you</b> if:</p> <ul style="list-style-type: none"><li>▶ You are in <b>breach</b> of your obligations under the Rental Agreement – see in particular the <b>Rental Restrictions</b> section of the Rental Terms.</li><li>▶ The loss or damage is caused <b>intentionally</b>.</li><li>▶ The <b>driver was not authorised</b> by Hertz as the main or additional driver.</li></ul>
<b>WAIVER PRODUCTS (CDW, TP, SUPERCOVER, GLASS &amp; TYRES)</b> <b>YOUR LIABILITY TO HERTZ (FOR LOSS OF OR DAMAGE TO THE VEHICLE)</b>	
<p>Your liability to us for loss of or damage to the vehicle <b>may extend to the full value of the vehicle</b>. You can reduce or eliminate this liability by taking the waiver products set out below.</p> <p>NB: some of our waivers (e.g. CDW and TP) might be <b>included in your rate</b> (check your Rental Agreement) and are subject to an excess. The others (e.g. SuperCover and Glass &amp; Tyres) are <b>optional</b> and supplement CDW and TP by eliminating the excess in whole or in certain circumstances.</p>	<p><b>In addition to the limitations listed in the TPLI section above</b>, your waiver products will be <b>void</b> – meaning that your liability to us for damage or loss will not be reduced or eliminated - where you or an authorised driver are <b>grossly negligent</b> (e.g. act in a way they know or should know is likely to cause harm or damage) including in particular in the following circumstances:</p> <p><b>Failure to assess the vehicle's height: examples:</b></p> <ul style="list-style-type: none"><li>▶ Striking overhead or overhanging objects.</li><li>▶ Driving into a barrier that is too low for the vehicle to pass beneath.</li><li>▶ Driving into a barrier in a car park before it fully opens.</li></ul>

## DESCRIPTION AND BENEFITS

### **COLLISION DAMAGE WAIVER (CDW)**

CDW is often included in your rate and reduces your liability to us to the amount of the applicable **excess** (stated on your Rental Agreement) which applies to each incident of damage caused other than by theft, attempted theft or vandalism.

**Examples** of damage covered by CDW include:

- ▶ Impact with a fixed or moving object (e.g. damage caused if you have an accident).
- ▶ Loss of control of the vehicle.
- ▶ Natural events, such as snow, hail, flood or rock fall.
- ▶ Fire caused by vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.
- ▶ Tyres and window damage caused by objects on or thrown up from the road.

### **THEFT PROTECTION (TP)**

TP is often included in your rate and reduces your liability to us to the amount of the applicable **excess** (stated on your Rental Agreement) which applies to each incident related to loss of or damage to the vehicle caused by theft, attempted theft or vandalism.

**Examples** of incidents covered by TP include:

- ▶ Damage caused by breaking and entering the vehicle.
- ▶ Attempted theft of the vehicle or its accessories (e.g. radio).
- ▶ Vandalism (e.g. bent aerial, broken mirror).
- ▶ Theft of the vehicle.

### **SUPERCOVER (SC)**

SC is an **optional** product and gives you peace of mind for your rental by:

- ▶ **Eliminating** your potential liability to us for the CDW or TP excess for loss of or damage to the vehicle during your rental.
- ▶ Waiving your responsibility to us for any **damage administration charges** that would otherwise be payable.

## KEY LIMITATIONS AND EXCLUSIONS

**Driving on unsuitable road conditions: examples:**

- ▶ Driving on a road in bad condition without due care resulting in damage to the undercarriage.
- ▶ Driving on a beach causing damage by salt water and/or sand.
- ▶ Driving through flooded roads causing damage to the engine.

**Improper use of the vehicle: examples:**

- ▶ Putting wrong fuel in the vehicle or otherwise contaminating the fuel.
- ▶ Damage occurring as a result of ignoring a warning light.
- ▶ Burning a clutch (which requires persistent ill use) or using the hand brake incorrectly.
- ▶ Damage to the wheel rim caused by driving with a flat tyre.
- ▶ Fitting unauthorised objects to the interior or exterior of the vehicle.
- ▶ Carrying especially dirty or smelly materials that require extra cleaning costs or that damage or burn the interior.

**Contribution to damage to/theft of the vehicle: examples:**

- ▶ Damage resulting from locking the keys in the vehicle or losing the keys.
- ▶ Damage resulting from leaving the windows open.
- ▶ Loss of the vehicle caused by failure to use the anti-theft system (if provided).
- ▶ Loss of the vehicle when you are unable to return the keys.

**Additional limitations:**

- ▶ **Accessories.** Our waivers do not extend to any accessories (e.g. NeverLost® units, Wi-Fi and child seats) you rent. You will be charged for replacement of these items if they are lost or damaged for any reason.
- ▶ **Damage Administration Charges.** CDW, TP and Glass & Tyres do not reduce or eliminate the damage administration fee that may be applied in case of each event of damage during the rental.



## ANNEX 4 — INSURANCE & WAIVERS

### DESCRIPTION AND BENEFITS

#### GLASS & TYRES (G&T)

G&T is an **optional** product and a **cheaper alternative to SC**. Where available, it **eliminates** your potential liability to us for the CDW or TP excess for damage to the vehicle's windows (including sun roof) and tyres only.

### KEY LIMITATIONS AND EXCLUSIONS

► **Theft of your possessions.** Damage to or theft of personal and work-related effects and goods transported in the vehicle are not covered by our waivers. You can buy cover for personal effects that you own by taking **Personal Insurance (PI)**.

#### PERSONAL INSURANCE (PI)

##### PROTECTION FOR PERSONAL INJURY AND LOSS OF/DAMAGE TO YOUR POSSESSIONS

PI is an **optional insurance** designed to meet the demands and needs of those seeking cover for risks not met by the above insurance and waiver products. Cover is provided for all occupants of the vehicle for:

- **Death, injury and medical expenses** arising from an accident.
- Damage to or loss of **personal possessions** in the vehicle.

**For full details about PI, ask for a leaflet at the counter or visit our website.**

Cover is provided as **fixed lump sum payments** subject to small applicable **excesses** and may be **void** if you are in breach of your obligations under the Rental Agreement unless you can show the incident was totally unconnected with the breach.

**Exclusions** include:

- Loss of or damage to certain items, including jewellery, cash, animals, work related items and cargo.
- Stolen items where the vehicle was not locked or they were left in plain sight or overnight in the vehicle.
- Pre-existing illnesses or medical conditions.

#### PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS)

##### YOUR LIABILITY TO HERTZ FOR BREAKDOWN COSTS (WHICH ARE YOUR FAULT)

PERS is an **optional** product which supplements the **Emergency Roadside Assistance** included in your rate. It provides cover for the **vehicle recovery and call out costs** you would otherwise be responsible for if the reason for the breakdown or call out was your fault.

**Examples** of call out costs covered include:

- Lost keys or keys locked inside the vehicle.
- Running out of fuel or using the wrong fuel.
- Flat battery.

You will remain responsible for:

- Cost of any replacement battery or keys.
  - Damage incurred to the vehicle as a result of the call out, including replacement glass.
  - Replacement fuel where wrong fuel was used.
  - Travel costs for any replacement vehicle.
- In each case arising from call out incidents that were your fault.

# ANNEX 5 — PRIVACY POLICY



*We need to collect and store personal information about you to provide the services you request.*

*The key points are as follows:*

## OPERATIONAL USES

When you rent with us, you consent to us We will only use your personal information for processing your personal information in marketing purposes with your consent (where accordance with our Privacy Policy available at <https://hertzpoland.pl/polityka-prywatnosci>). In particular, you have been given the opportunity to decline). In particular, you consent to us using your ACCESS TO YOUR PERSONAL DATA personal information for our legitimate interests, You have the right to access, correct and/or including statistical analysis, credit control request deletion of the personal information we and protection of our assets. This may include hold about you – see our Privacy Policy for details. disclosing your personal information to insurers and other organisations to assist in recovery procedures and counter fraudulent claims.

If you use a CDP number (price discount) linked to a company, you agree that we may share your personal information with that company in relation to your rental.

Please note that we track the location of certain vehicles via GPS technology for security reasons and may retain such information as necessary for those purposes. for a period not exceeding 3 months from obtaining the information. In the event that the recordings constitute or may constitute evidence in proceedings conducted pursuant to law, this period is extended until the final conclusion of the proceedings. The obtained location data will be processed pursuant to Art. 6 section 1 letter f. GDPR, in order to implement the legitimate interests of the Rental Company consisting in ensuring the safety of vehicle users and securing property. Personal data may be made available to external entities only if it is necessary to achieve the purposes indicated above, however, they will not be transferred outside the European Economic Area and will not be the basis for automated decision-making.

## MARKETING USES

We will only use your personal information for marketing purposes with your consent (where you have been given the opportunity to decline).

## ACCESS TO YOUR PERSONAL DATA

You have the right to access, correct and/or request deletion of the personal information we hold about you – see our Privacy Policy for details.

### Our Privacy Policy

For full information about how we process your personal data please see our global **Privacy Policy**, which is available online at [hertz.com](https://www.hertz.com) or any of our country websites. Alternatively, please ask at the rental counter.



## ANNEX 6 — CONTACTS

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options:

ASK US...	INDEPENDENT ADVICE
<p><b>DURING YOUR RENTAL</b></p> <p>Check with the <b>rental location...</b></p> <p>If you have any questions or problems during your rental (e.g. to change the return time or place) you can telephone the location at any time using the number provided on the <b>Rental Agreement</b>.</p> <p>You can raise any other issues arising from the rental with our <b>location staff</b> on return.</p>	<p><b>ECRCS</b></p> <p>If we are unable to resolve an issue to your satisfaction you can contact the <b>European Car Rental Conciliation Service (ECRCS)</b> provided you are an EU resident and you were renting in a different EU country.</p> <p>The ECRCS is an independent conciliation service staffed by people who understand the car rental industry. They review any complaints against a <b>Code of Conduct</b> for car rental companies, prepared by Leaseurope on behalf of the industry, which we have signed up to.</p> <p>If a company has acted outside the requirements of the Code, the ECRCS will automatically find against them. Otherwise, they will decide on the merits of the case. <b>We will comply with the decision of the ECRCS.</b></p> <p>You can contact the ECRCS at <a href="mailto:complaint@ecrcs.eu">complaint@ecrcs.eu</a> or visit their website at <a href="http://www.ecrcs.eu">www.ecrcs.eu</a>.</p>
<p><b>AFTER YOUR RENTAL</b></p> <p>Ask our <b>Customer Services...</b></p> <p>If you disagree with any charges on your return, or have a complaint relating to your rental experience, you should:</p> <ul style="list-style-type: none"><li>▶ call the <b>Customer Help Desk</b>; or</li><li>▶ email <b>Customer Support</b>,</li></ul> <p>using the contact details provided in the <b>Country Specific Terms</b> or the Rental Agreement and our team will help resolve any issues.</p> <p>We aim to deal with all customer contacts within 14 days.</p>	<p><b>OTHER OPTIONS</b></p> <p>Alternatively, if your issue is not eligible for the ECRCS, but concerns a European country, you can seek online dispute resolution (ODR) through <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a> or contact the <b>European Consumer Centres Network</b> (<a href="http://www.ECC-Net">www.ECC-Net</a>) to get more information about your rights.</p> <p>You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.</p>

# ANNEX 7 — CURRENCY CONVERSION



**Choose your currency (CYC)** is an optional service that provides foreign rental charges in your home currency.

## WHAT IS IT?

When you use your credit card to pay for transactions abroad you generally pay in local (i.e. foreign) currency. Your credit card company then converts the charges you paid into your home currency, if different, and shows them on your credit card statement.

CYC replaces the currency conversion normally carried out by your credit card company with a service provided by our acquiring bank, who convert the charges using a competitive rate of exchange for the day you receive your rental receipt. The charges for your rental will then appear on your rental invoice in your home currency rather than in the local currency of the rental location.

## YOUR CHOICE...

At participating locations in Europe, we will ask you if you wish to see your rental charges in your **home currency**, through CYC, or in **local currency**, by leaving the conversion to be made after the rental by your credit card company. Your choice will be recorded on your Rental Agreement.

HOME CURRENCY	LOCAL CURRENCY
If you choose to receive your rental charges in your home currency, CYC will apply and the conversion will be made at the rental location. Your invoice will show your rental charges in your home currency, the exchange rate used (including a conversion fee) and the original charges in local (i.e. foreign) currency. The home currency charges will then be sent to your credit card company and will appear on your credit card statement.	If you choose to receive your rental charges in local (i.e. foreign) currency, your invoice will show your rental charges in the currency of the rental location. These charges will be sent to your credit card company which will convert them into your home currency and post them to your credit card statement indicating the rate of exchange used. Many credit card companies charge a fee for this service.

## COUNTRY SPECIFIC TERMS



*These Country Specific Terms reflect legal and operational requirements that are specific to your rental in Poland. If there is any conflict between these terms and the main rental terms, these Country Specific Terms shall take precedence.*

**Personal data:** The data controller of the personal data you provide for your rental is **Motorent Sp. z o.o.** with its registered office in Warsaw (04-193), 34 Ostrobramska Street. Detailed information in this regard, including, but not limited to, the Data Protection Policy of the Lessor, the Customer may obtain at [rodo@hertz.pl](mailto:rodo@hertz.pl).

**Rental Termination:** We reserve the right to terminate the Rental Agreement without notice and to collect the vehicle from you, at your cost, should the vehicle be found to have been used in a manner which does not comply with the Rental Agreement (including these rental terms and conditions) or if we discover circumstances that justify our suspicion of an attempt by you to appropriate the vehicle. You agree that in the cases mentioned above, our statement of termination of the Rental Agreement can be sent to you electronically via the email address provided by you or via text message sent to your telephone number.

**Place of Jurisdiction:** The Rental Agreement shall be governed by and construed in accordance with the laws of Poland. Any disputes that may arise with respect to the Rental Agreement shall be submitted for resolution to the common court of jurisdiction for, at your discretion, either our registered office/residence or the place where the Rental Agreement has been performed, which is understood as the vehicle handover location.

### Damage

To maintain complete transparency we have listed below what is classified as damage which will be charged for when the vehicle is returned. Any damage smaller than the below measurement is considered to be fair wear and tear and will not be charged:

#### Vehicle bodywork

- **Scratches and scuffs:** Greater than 25mm or less than 25mm if the bare metal is showing
- **Dents:** Diameter greater than 10mm

**Glass:** Any chips or cracks

#### Tyres

- Any damage to the tyre, including damage to the sidewall of the tyre, punctures and where the vehicle has been driven on a flat tyre.

#### Vehicle interior

- **Trim:** Any damage to the internal trim
- **Upholstery:** Any stains or burns to seats or carpets

#### Additional items

- **Mirrors:** Any cracks to mirror or glasses
- **Light Clusters:** Any cracks to light clusters
- **Alloy Wheels:** Scratches greater than 10mm
- **Wheel Trims:** Any damage greater than 10mm
- **Parts:** Any broken or missing original equipment as noted
- **Light Clusters:** Any cracks to light clusters
- **Locks:** Any damage

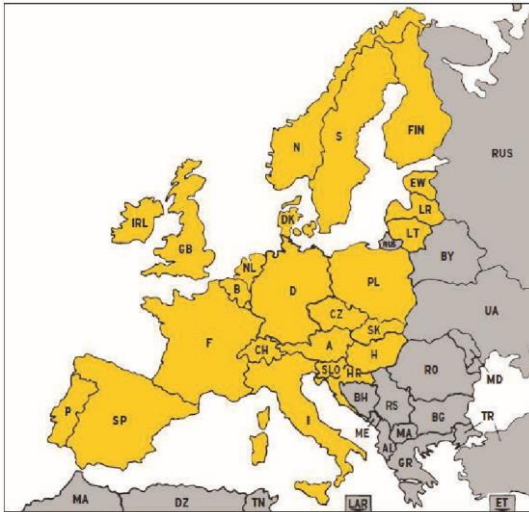


**Fee for exceeding the manufacturer's warranty inspection.**

- Super Cover does not apply.

<p>(A) <b>Kia Picanto</b> or similar          (B) <b>Renault Clio</b> or similar          (B3) <b>Renault Clio Automatic</b> or similar          (C) <b>Seat Leon</b> or similar          (C4) <b>Nissan Townstar Van</b> or similar          (D) <b>Renault Megane</b> or similar          (J) <b>Renault Megane SW</b> or similar          (S) <b>Nissan Qashqai</b> or similar          (S1) <b>Renault Kadjar</b> or similar</p>	<p><b>PLN 6150.00</b>          (including tax)</p>
<p>(D1) <b>Mercedes A</b> or similar          (E) <b>Skoda Superb</b> or similar          (F) <b>Ford Mondeo SW</b> or similar          (K) <b>VW Passat</b> or similar          (L) <b>Skoda Superb SW</b> or similar          (M) <b>Mercedes C180</b> or similar          (H) <b>Seat Alhambra</b> or similar          (I) <b>Renault Trafic</b> or similar          (R) <b>Renault Trafic</b> or similar          (R4) <b>Mercedes Sprinter</b> or similar          (X1) <b>Volvo XC40</b> or similar          (Z) <b>Toyota Prius</b>          (Z1) <b>Renault Zoe</b>          (X7) <b>International Mystery Car</b> or similar</p>	<p><b>PLN 12300.00</b>          (including tax)</p>
<p>(G) <b>Mercedes E220</b> or similar          (X) <b>Mercedes GLC</b> or similar          (Y) <b>Mercedes GLE</b> or similar          (V) <b>Jeep Wrangler Rubicon PHEV</b>          (V1) <b>Jeep Gladiator</b>          (Z2) <b>Hyundai Kona EV</b> or similar          (Z3) <b>Audi Q4 E-Tron</b> or similar</p>	<p><b>PLN 18450.00</b>          (including tax)</p>

## TRAVEL RESTRICTIONS



- Allowed for all vehicles
- Forbidden for all vehicles

### Note:

You are allowed to drive to Ireland and United Kingdom only with our prior consent.

If you take the vehicle out of the European Union (excluding United Kingdom and Ireland) without our prior consent you will lose the benefit of any insurance and waiver coverage you have taken. As a result, you will also be held fully responsible for any loss and damage occurring in another country as well as damages to Hertz or any third parties, including costs of repossessing and repatriating the vehicle.

### Contact information

- Reservation Centre:
  - +48 22 50 01 620, 800 1 43789
  - e- mail: [rezerwacje@hertz.pl](mailto:rezerwacje@hertz.pl)
  - working hours: Mon.- Fri. 0900-1700, Sat-Sun unavailable
- Customer Relations Department:
  - rentals in Poland +48 22 50 01 651
  - rentals abroad +48 22 50 01 652
  - e- mail: [customer.relations@hertz.pl](mailto:customer.relations@hertz.pl)
  - working hours: Mon.- Fri. 0800-1600, Sat-Sun unavailable
- 24-hour Helpline / Emergency Roadside Service:

If you have an accident or breakdown call **+48 22 458 56 73**

Note: you are responsible for an excess in the event of damage or theft. Failure to report an incident may result in additional charges.

## DANE DOT. ODBIORU POJAZDU

IMIĘ I NAZWISKO

DATA

 /  / 

GODZINA

 :  RANO/PO POŁ.

NR REJESTRACYJNY

MODEL

NUMER MIEJSCA  
PARKINGOWEGO

## DANE DOT. ZWROTU

DATA

 /  / 

GODZINA

 :  RANO/PO POŁ.

PRZEBIEG

1/8 2/8 3/8 4/8 5/8 6/8 7/8

POZIOM  
PALIWA

E         F

Jeżeli dotyczy, proszę dostarczyć paragon potwierdzający zatankowanie pojazdu.

USZKODZENIA

W przypadku uszkodzenia pojazdu w okresie najmu, proszę wypełnić Oświadczenie znajdujące się w schowku w desce rozdzielczej.

## EMERGENCY ROADSIDE ASSISTANCE

**POLAND (PL)**

00 48 22 458 56 73

Police 997 , 112

**GERMANY (GE)**

0800 8014 801 or 0049 30 514 89 200

**ITALY (IT)**

800 250 761 or +39 02 66165011

**NETHERLANDS (NL)**

0031 900 2354 3789

**FRANCE (FR)**

0033 800 824 824

**BELGIUM (BE)**

0032 800 13465

**LUXEMBOURG (LU)**

00352 800 23272

**SPAIN (ES)**

0034 900 314 100