

## GENERAL RENTAL TERMS (VALID FROM 2026-03-05 )

### 1. IMPORTANT INFORMATION ABOUT YOUR CAR RENTAL

This summary aims to help you understand what is included and excluded in your Rental Agreement (defined below) and the options available to improve your experience. Please do not hesitate to ask the staff at the Hertz office if you need further information.

#### 1.1 Useful tips

##### 1.1.1 Your responsibility

You are liable to us if the vehicle is lost or damaged as well as for traffic fines and other charges that arise during the Rental Period (as defined below).

##### 1.1.2 Damage

Check if there is any damage to the vehicle before you drive away and report any damage not already noted in the vehicle report attached to the Rental Agreement in the manner instructed by us from time to time. This helps to avoid damage disputes on return.

##### 1.1.3 Insurance and waivers

Read the Rental Agreement carefully to understand your obligations in connection with the rental. It is important that you are aware that your insurance and waivers may be void if you are in breach of your obligations.

##### 1.1.4 Return

You may have to pay extra 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, if you return the vehicle with insufficient fuel or electric charging levels or otherwise breaches the Rental Agreement. Smoking in the vehicle will incur an extra charge.

##### 1.1.5 Return outside opening hours

If we have agreed that you will return the vehicle outside of Hertz office opening hours, it is important that you are aware that you are responsible for the vehicle until our staff have taken care of it when the office re-opens.

##### 1.1.6 Card payment at station

When doing card payments at our stations, only physical payment or credit cards with chip and pin code are accepted if not otherwise stated in the specific case.

#### 1.2 Contacts and remedies

1.2.1 You can contact the staff at the Hertz office using the phone number stated in Rental Agreement.

1.2.2 You can contact our customer Service, see contact details on our Website (defined below), [Hyra bil - Boka hyrbil direkt på nätet | Hertz Biluthyrning..](#)

1.2.3 In case of vehicle issues during your rental, please contact Emergency Roadside Assistance, see contact details on a sticker in the vehicle and in the Rental Agreement.

1.2.4 If we are unable to resolve your issues to your satisfaction, and you rented the vehicle in another European country, you can contact the European Car Rental Conciliation Service

(ECRCS), which is an independent mediation service, or seek online dispute resolution (ODR). See Annex 6 (Contact Details) for full information.

## **2. INCLUDED**

### **2.1 Insurance**

Third party insurance is included in your rate and protects you or any authorized drivers against claims from any other person for death, injury or damage to property if you have an accident.

### **2.2 Damage waivers**

Most rates include Collision Damage Waiver (CDW) and Theft Protection (TP). These waivers limit your liability to us for damage to or loss of the vehicle to the deductions stated in your Rental Agreement.

### **2.3 Fuel**

Your vehicle is provided with a full tank or, for electric vehicles, re-charged to 60%. You must return the vehicle with a full tank or re-charged to the same level as at pickup or, if the battery level was 75% or more at pickup, with at least 75%, alternatively pay for the additional fuel required, including a Refueling Service Charge for the convenience of having us refuel the vehicle for you.

### **2.4 Breakdown service**

A basic breakdown service is included in your rental to cover call outs for mechanical faults and accidents.

### **2.5 Equipment**

Your rate includes all mandatory equipment.

### **2.6 Mileage**

Although there is normally no limit on the distance covered during the Rental Period, there may be some exceptions which are specified in your Rental Agreement.

## **3. NOT INCLUDED**

3.1 You can add an additional driver to the rental. We will then need to see that person's driver's license number and an additional fee will be charged.

3.2 You can also buy additional protection for injury to the driver or loss of or damage to your or your passengers' belongings by purchasing Personal Insurance (PI) cover.

3.3 You can reduce your liability to us for the CDW or TP excess to zero by purchasing SuperCover (SC).

3.4 As a cheaper alternative, where available, you can choose G&T (Glass & Tyres) to eliminate your payment obligation for the CDW or TP excess for damage to the vehicle's windows and tyres (however not available in Sweden).

3.5 You can choose to pay for a whole tank of fuel or (for electric vehicles) 75% electric charging in advance so you do not need to fill the tank or recharge the vehicle on return (although no refund will be given for any unused fuel). Ask for the Fuel Purchase Option (FPO).

In some countries, you can purchase 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 Personal Emergency Roadside Service (PERS). This service is not available in Sweden.

- 3.6 You can choose from our range of additional equipment and services, such as child seats, subject to availability at each Hertz office.
- 3.7 We do not cover you for any parking fines, private parking charges, road tolls or fines for traffic violations or other violations you incur during the rental period. We will process these on your behalf, pass on the charge to you and add an administration fee for each specific matter.

#### **4. RENTAL AGREEMENT**

- 4.1 When reserving a vehicle with us, you will receive a summary of your rental with information on, for example, the rental period, additional services and an estimate of charges. By completing the reservation, you confirm that the details are correct and you then will also receive such information in a reservation confirmation (the "Reservation Confirmation"). Based on the content of the Reservation Confirmation (and taking into account any agreed adjustments) we will enter into a rental agreement with you (the "Rental Agreement") in connection with your pick-up of the vehicle. The Rental Agreement is valid between you as the person signing it and First Rent A Car AB, reg. nr 556434-7820, Mäster Samuelsgatan 20, 111 44 Stockholm, Sweden for all reservations pertaining to rentals in Sweden and with the relevant Hertz franchisee for all reservations pertaining to rentals in any other country than Sweden and all references to "Hertz", "we", "us" and "ours" relate to your contractual counterparty in the specific case.
- 4.2 The Rental Agreement contains, among other things, the Reservation Confirmation, the rental terms set out in this document (the "Rental Terms"), the country specific terms with local rules (the "Country Specific Terms") and other policies ("Policies") which are made available on our website hertz.com (the "Website") in connection with the reservation. If there is conflicting information in the agreement documents, the Rental Agreement shall take precedence over the Reservation Confirmation and the Reservation Confirmation shall take precedence over the Rental Terms and the Country Specific Terms, while the Country Specific Terms shall take precedence over the Rental Terms. In the event of an extension of your rental period, you will need to enter into a new Rental Agreement.

#### **5. RESPONSIBILITY**

##### **5.1 Our responsibility**

We are responsible to provide the vehicle in a good overall and operating condition and for replacing the vehicle in the event of a breakdown, not caused by you. We do not provide a replacement vehicle for breakdowns that you yourself caused. Our liability includes death and personal injury resulting from our acts or omissions. This does not include other losses resulting from the rental, unless they are a direct and foreseeable result of our negligence or breach of the Rental Agreement. In this case, our liability to you does not cover loss of profits or loss of opportunities.

- 5.1.1 If you have any claim against us due to faults or deficiencies in our services, you must, in order to enforce such claim, notify us within a reasonable time from having become aware of the claim and in no event any later than three months thereafter.

##### **5.2 Your responsibility**

- 5.2.1 You must take care of, use and return the vehicle in accordance with the terms of the Rental Agreement. You are responsible for the vehicle from the moment you pick it up until you return both the vehicle and its keys, and we have confirmed the return. This period is referred to below as "Rental period".

5.2.2 You are liable 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 period.

5.2.3 Read through the Rental Agreement carefully so that you fully understand your responsibilities.

## **6. DISPUTES**

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

6.2 If we are unable to resolve a dispute, Swedish law shall 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.

## **7. PRIVACY**

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

## **8. TERMS FOR LONG-TERM RENTAL**

If the Rental Period is 28 days or longer, you must return the vehicle to one of our rental locations at least every 28 days or at any time 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. The rental period may not exceed 365 days, after which the Rental agreement terminates and the vehicle must be returned.

## **9. INSURANCE INFORMATION**

We are an insurance distributor under the Swedish Insurance Distribution Act (Sw. Lag (2018:129 om försäkringsdistribution) and therefore obligated to provide information about our distribution. All such information is available on our Website.

## **10. CHARGES**

### **10.1 General**

10.1.1 Your Rental Agreement shows any charges agreed at the start of the Rental Period (which have not been paid in advance). Through your reservation, you agree to pay these and any charges that arise under the Rental Period.

10.1.2 Please see Annex 1 (Charges Explained) for an explanation of the main charges and potential other charges that may arise from your rental. You will receive a final invoice after our damage check of the vehicle following your return.

10.1.3 We typically reserve an amount on your payment or credit card (or charge a deposit fee) that is greater than the estimated charges according to your Rental Agreement and we have the right to make a new reservation if you extend your rental. The reserved or deposited amount is released upon return after you have paid the rental charges. We also have the right to request advance payment of the rental charges. You can get full information at the rental location when picking up the vehicle or in our Policies, which are available on our Website.

### **Pre-payment**

If you have chosen to prepay your car at the time of booking, you have the right to cancel the car for a cancellation fee of 450 SEK no later than **48 hours** before the date you have chosen to pick up the car in connection with the booking. If you cancel the car in time, we will refund an amount equal to the

prepayment with a deduction of the cancellation fee of 450 SEK. Refunds will be made to the card provided at the time of booking.

If you cancel the car after the time stated in section 0 or do not pick up the car at the time stated in the booking, what is set out in section 10.2 - *No-shows* will apply.

## 10.2 **No-shows**

If you fail to cancel your reservation prior to the reserved pick-up time and do not collect the car on the reserved pick-up date (i.e. a “no-show”), or if you fail to comply with the terms that apply for the pick-up (including as set out in these Rental Terms, the Country Specific Terms and as otherwise provided in relation to your reservation), we reserve the right to make a no show fee as set out on the Website, which recovers our administration costs and compensates us for our inability to rent the vehicle when it was reserved for your use. Such no-show fee will be deducted from the card provided by you at the time of booking, if payment does not go through, we will send you an invoice on the corresponding amount.

10.2.1 If you have pre-paid your reservation, we will refund the rental fee reduced by the no-show fee provided that you contact us in writing within 90 days from the pick-up date requesting repayment and attaching the reservation confirmation.

## 11. **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 more information about the countries that provide this service.

## 12. **VEHICLE**

### 12.1 **Definition**

All references to the “vehicle” in the Rental Terms refer to the vehicle we supply to you, including any replacements, plus all parts and accessories belonging to the vehicle and any additional equipment to which you access (e.g. child seats etc.).

### 12.2 **Condition**

12.2.1 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 at the start of the rental in the Rental Agreement. See Annex 3 (Damage Policy) for more information on how we process damage caused during your rental.

12.2.2 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.

### 12.3 **Care**

You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by complying with our restrictions (see the section Restrictions below).

### 12.4 **Fuel/Charging**

The rental car is fully fueled or, for electric cars, charged to at least 60% when you pick it up. If the car is a gasoline or diesel car, you must return it fully fueled, alternatively pay us to refuel. Electric cars that are picked up with a charge of at least 75% must be returned with a charging level of at least 75% and electric cars that are picked up with a charge of less than 75% must be returned with at least the same charging level. If we need to refuel or recharge the car, you pay

for the fuel and a refill cost as compensation. In Appendix 2 (Fuel Policy) you will find a full explanation.

#### 12.5 **The fuel purchase option**

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

### 13. **RESTRICTIONS**

If you do not comply with the restrictions in this section 13:

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

#### 13.1 **Use**

The vehicle belongs to us and you may not sub-rent it, transfer or sell it. You may not use the vehicle:

- (a) to carry passengers for remuneration (e.g. as a taxi or car sharing arrangement or similar);
- (b) off road or on roads unsuitable for the vehicle (including race tracks);
- (c) to transport animals (without us having explicitly given our permission for you to do so);
- (d) to overload the vehicle with passengers and/or baggage;
- (e) to tow or push any vehicle, trailer or other object (without our express permission);
- (f) 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);
- (g) to carry cargo for remuneration (except in the case of trucks and vans);
- (h) to take part in any race, rally or other contest;
- (i) in restricted areas, including airport service roads and associated areas;
- (j) in contravention of any traffic or other regulations;
- (k) for any illegal purposes.

#### 13.2 **Care**

It is important that you use the right fuel and check tyres, tyre pressure and gauges for oil and other liquids and, if necessary, replenish them. You must observe and comply with the vehicle's warning system and notify us of any faults and, as applicable, carry out service inspections as set out in section 5 of the Country Specific Terms.

#### 13.3 **Authorized drivers**

Only the renter and any other person authorized 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. Regardless of whether additional drivers have been approved and added to the Rental Agreement, it is the renter of the vehicle who is responsible for ensuring that the person driving the vehicle is authorized to do so.

#### 13.4 **Driving outside Sweden**

If you want to drive the vehicle in any other country you must gain our prior permission. When driving outside of Sweden, we will charge you an additional fee as set out in section 0 of the Country Specific Terms You may drive the vehicle in the countries specified in the Country

Specific Terms, but you must inform us of this in advance so we can note this in the Rental Agreement. Multiple rentals

You may not rent more than one vehicle at any time, unless you have set up a corporate account with us and have our prior permission to do so.

#### **14. FINES, TOLLS AND OTHER CHARGES**

14.1 You are responsible for all parking fines, parking fees, speeding fines, road tolls, congestion charges and other similar fines (including fines for environmental zone violations) and charges incurred during the Rental Period. 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. When driving outside of Sweden, you are responsible controlling what rules that apply in the country in question.

14.2 In addition to the cost of the fine or fee we may charge an administration fee per fine/case as compensation for the time and costs in dealing with this matters (see the Country Specific Terms).

#### **15. BREAKDOWN**

##### **15.1 Assistance**

If you experience any problem with the vehicle due to mechanical failure or accident you should call Emergency Roadside Assistance (you will find contact details on a sticker in the vehicle and in 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.

**Please note that in the event of difficult traffic and/or weather conditions such as icy conditions, strong wind, heavy snowfall/rain and/or extreme cold temperatures, we cannot guarantee that the Roadside Assistance service may be carried out. We (and our subcontractors) will always follow weather and/or traffic warnings issued by the Swedish Transport Administration and SMHI in order to not make the work of the rescue services and/or clearing vehicles more difficult. If you as a driver choose not to follow weather and/or traffic warnings, you do so at your own risk.**

##### **15.2 PERS (Premium Emergency Roadside Assistance)**

In some countries, you can purchase this additional product to cover breakdown call out costs where you are at fault. You can find further information in Annex 4 (Insurance and Waivers).

#### **16. ACCIDENTS**

16.1 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 follow the procedure below:

(a) Notification: You must inform the Hertz office and Roadside Assistance if there is damage to the vehicle, using the numbers in the Rental Agreement (and as regards Emergency Roadside Assistance on a sticker in the vehicle). Report the accident to the police as soon as possible if anyone has been injured or property has been damaged. The Country Specific Terms provide more information on any additional requirements and deviations.

(b) Accident report (ARF): Complete the accident report (available on the Website as well as in the vehicle or by request on return) and submit it through the Website. The accident

report must be completed, signed and, where possible, approved by all third parties, even if there is no damage to the vehicle.

- (c) Do not admit fault: Take the name and address of everyone involved, including witnesses, and collect the information requested on the accident report.

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

- 16.2 In the event of a collision with certain animals, you are obliged to immediately file a police report. This obligation relates to moose, deer, stag, wild boar, bear, wolf, wolverine, lynx, otter, eagle and mouflon sheep.

## **17. DAMAGE AND THEFT**

### **17.1 Responsibility**

- 17.1.1 You are responsible for all losses incurred by us to the full value of the vehicle if the vehicle is lost or damaged or if any property belonging to us is removed from the vehicle 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.

- 17.1.2 Your liability to us may include (amongst others):

- (a) cost of repair and restoration;
- (b) loss of rental income;
- (c) towing and storage charges;
- (d) loss in value of the vehicle;
- (e) an administration charge to recover our costs for dealing with these issues and any related claim.

### **17.2 Security**

You are responsible for the security of the vehicle and should always try to minimize the risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight and make sure the vehicle is locked. You must also comply with our return instructions (see the section Return below).

### **17.3 Theft**

If the vehicle is stolen you need to inform the police, call us 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.

### **17.4 Options for insurance and waivers**

- 17.4.1 Your rate automatically includes third party liability Insurance which protects you and any authorized 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:

- (a) Optional waivers (such as SuperCover, CDW and TP) to reduce or eliminate your liability to us for damage to or loss of vehicle; and
- (b) 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.

17.4.2 If you accept our optional products, you will agree to the terms set out in Annex 4 (Insurance and Waivers).

17.4.3 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 authorized driver. If our insurance and waiver products are not applicable, you will be liable for damage up to an amount equivalent to actual damage (including but not limited to repair costs, transport to and from the repair shop, towing and, in some cases, downtime while the vehicle is in the repair shop). You can find complete information about the exclusions in Annex 4 (Insurance and Waivers).

#### 17.5 **Third-party insurance**

If you have purchased excess waiver 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.

### 18. **RETURN PROCEDURE**

#### 18.1 **Requirements**

You need to return the vehicle to the return location by the time stated in your Rental Agreement, or as otherwise agreed with us, or additional charges may apply (see the section Variations below) and we also have the right to charge you for the actual cost of returning the vehicle to the correct return location.

#### 18.2 **Outside opening hours**

18.2.1 You may return the vehicle outside location opening hours with our prior agreement, in which case you must:

- (a) Parking: Lock the vehicle and park in our car park or, if unavailable a secure place nearby.
- (b) 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 through the office's key box.

18.2.2 If you return the vehicle out of hours, you will remain fully responsible for the vehicle, including any damage, until we have taken care of it and confirmed the return.

#### 18.3 **Variations**

##### 18.3.1 Change of time or location

18.3.1.1 If you want to change the time or place of return or request that we collect the vehicle, you should call the Hertz office on the number provided in the Rental Agreement. All changes to the agreed return are at our discretion and may involve additional costs.

A change to the return time may increase your rental charges, as another rate may apply. If you change return office, we will charge a One Way Fee to cover our cost of transporting the vehicle back to the original office. The amount of the One Way Fee will vary depending on the distance between the return office and the original office and is determined at the time of returning the car.

##### 18.3.2 Late return

18.3.2.1 Your rental charges are calculated in 24 hour periods from the time shown in 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, standard rate.

- 18.3.2.2 We allow a short “grace period” to return the vehicle without being charged an extra day. You can find more information in Annex 1 (Charges Explained). You can also ask the staff at the Hertz office for more information.

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. More information can be found in Annex 1 (Charges Explained).

#### Lost or late return of key

- 18.3.2.3 If you lose a key during the rental period, you should immediately contact the Hertz office from which you collected the Car for further support. We will charge you the cost of creating a new key to replace the lost key after you have returned the car.
- 18.3.2.4 If you do not return all the keys at the time of return, you must immediately contact, through phone or email, the Hertz office from which you either collected the car or the Hertz office to which you returned the car and inform them that all keys have not been returned and provide the registration number of the car as well as the rental agreement number. You are obliged to send the key back to us immediately, either by handing it in personally or by sending a registered mail to the Hertz office where you returned the car. We will charge you a fixed fee per day up until we have received all keys.

### 18.4 **Charges**

#### 18.4.1 Information

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. In Annex 1 (Declaration of Costs) there is a detailed list of potential fees.

#### 18.4.2 Invoice and payment

- 18.4.2.1 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.

Some charges can't be finally determined upon return, such as (but not limited to) extensive damages to the car or any tickets and fines that we receive which are related to your rental of the car. We will inform you of these costs and request payment retrospectively, i.e. after return and as soon as the costs become known to us and are determined. In some cases, such as speeding fines abroad, we may request compensation from you some time after you have returned the car and also after we have charged you for other costs incurred during the rental period. We reserve the right to request reimbursement from you for all costs incurred during the rental period as soon as they become known to us.

#### **Repossession of the car**

In the event (i) you fail to return the car in accordance with what is set out in the Rental Agreement, (ii) you are otherwise in material breach of the Rental Agreement, or (iii) we have terminated the Rental Agreement with immediate effect as set out in these Terms, we have the right to adopt those measures available to us in order to immediately repossess the car. In such situation we reserve the right to remotely connect with the car to immobilize the car from further use and/or to collect the GPS-location of the car in order to enable us, or our authorised partners, to repossess the car, as and when, permitted by law. You are liable to compensate us for any costs incurred in connection with a repossession of the car.



## COUNTRY SPECIFIC TERMS (SWEDEN)

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### 1. GENERAL

- 1.1 These country specific terms (the “Terms”) form part of the rental agreement which you enter into when making a reservation (the “Rental Agreement”). Unless otherwise stated, the definitions used in the Rental Agreement shall also apply to the Terms.
- 1.2 The Terms apply to the rental of vehicles within Sweden. The Terms apply when renting a passenger vehicle or light truck up to 3.5 tons.

### 2. THE USE OF THE VEHICLE

- 2.1 A copy of the Rental Agreement will be sent to your designated e-mail address shall, on request, be presented to a police officer, customs officer or other entity representing our interests. You may use the vehicle for normal use within Sweden. If you wish to use the vehicle outside Sweden, you must gain our prior written permission. Your right to use of the vehicle in accordance with the Terms will terminate immediately if you attempt to drive the vehicle outside Sweden without our prior written permission. This means that the police/customs or any other entity representing our interests has the right to seize and detain the vehicle. You will be liable for, and shall indemnify us for any charges we may suffer if you or your proxy have wrongfully driven, or attempted to drive, outside of Sweden or any other country unless we have given our prior written permission.

If you have driven the vehicle outside Sweden, we also have the right to add a foreign surcharge, see [Hyrbil utomlands | Hertz Biluthyrning](#). Please note however that the car only may be driven outside of Sweden after our prior approval. If you take the car abroad without first obtaining our written approval, we have the right to claim compensation from you for all costs we incur as a result of you breaching the Rental Agreement, we also have the right to cancel the Rental Agreement and require you to return the car immediately.

- 2.2 We have the right to inspect the vehicle during the Rental Period, when we have reason to assume our ownership rights are being endangered or there is a significant risk of loss of value in excess of what can be expected from normal use.
- 2.3 You must not use the vehicle to transport animals (unless we have given you our prior permission to do so). More information about the conditions for transporting animals is set out on our Website ([Djur i hyrbil | Hertz Biluthyrning](#)).
- 2.4 Regardless of whether an additional driver has been approved and added to the Rental Agreement, you as the lessee is responsible and liable for ensuring that the person that drives the vehicle is authorized to do so.
- 2.5 The vehicle may be used for practice driving provided that the requirements for practice driving issued by the Swedish Transport Agency (Sw. Transportstyrelsen) are fulfilled. In case of practice driving an additional driver fee, a young driver fee if the additional driver is 24 years old or younger and an added excess in case of damage. More information about the conditions for practice driving, including information about the additional fees, is set out on the Website ([Övningsköra i hyrbil | Hertz Biluthyrning](#)).
- 2.6 If you have protected identity, you will only be able to rent a vehicle from one of our manned stations. Reservations must then be made via phone or e-mail and the vehicle needs to be picked up during such station’s manned opening hours (weekdays 08.00 – 17.00). You will also need to show your driver’s license upon pick-up.

### **3. RENTAL CHARGES AND LATE PAYMENT**

- 3.1 The rental charges are specified in the Reservation Confirmation you receive when making the reservation and subsequently in the Rental Agreement. You are responsible for paying the rental fees. If you, when making the reservation, specify that the rental charges will be paid by a third party, such as a legal entity, you will be jointly and severally responsible to pay all rental charges. We also have the right to charge you post-return for any additional charges incurred during the rental period.
- 3.2 When picking up the car, we always reserve an amount on your payment or credit card that is at least as large as the estimated costs shown in the Rental Agreement + SEK 2,000. Deviations may occur. We have the right to make a major reservation / authorization if we for any reason deem it necessary and we have the right to make a new reservation if we extend your rental. We also have the right to request an advance on the rental costs. The amount that we authorize is reserved between 3–30 banking days, depending on which bank you as a customer have.
- 3.3 By accepting the terms of the lease, the lessee allows the owner of the vehicle to debit the payment or credit card used for the booking and / or collection of the car, that the owner can debit the lessee's payment or credit card or deposit for all amounts and fees the lessee is responsible for according to the Rental Agreement and that all fees are charged without prior notice. In the event of damage, the deductible is charged to the specified payment method, and the tenant is responsible for claiming compensation from his own insurance company in cases where the tenant is insured through someone other than Hertz.
- 3.4 If you do not pay the rental charges on the agreed date, we will place a penalty fee corresponding to an interest rate of the Central Bank of Sweden's (Sw. Riksbanken) reference rate applicable at the time. An additional 8 percentage points and a reminder fee of SEK 50 including VAT will be charged.

When invoicing, we have the right to charge an administration charge of SEK 62.50 including VAT.

If you use a discount/promotion code when renting a car, we reserve the right to verify your eligibility to use the specific discount/promotion code. We have the right to do such verification during the rental period as well as after the car has been returned if we have reason to suspect that you have incorrectly used a discount/promotion code. You must be able to prove your right to use a discount/promotion code upon request. In the event of improper use, we reserve the right to claim compensation from you for the damage we have suffered.

### **4. CANCELLATION OF A LATE OR NON-DELIVERY**

We will provide the vehicle at an agreed time. If we are unable to fulfil this, you are entitled to a reduction of the rental charges by an amount corresponding to the delay or, if the delay is significant, terminate the Rental Agreement. You do not have the right to terminate the agreement if we immediately, and without serious inconvenience to you, offer another acceptable vehicle.

### **5. SERVICE INSPECTIONS**

- 5.1 You must observe and comply with the vehicle's warning system and notify us of any faults. If the vehicle is rented on a monthly basis, you are responsible for ensuring that the prescribed service inspections are carried out at a body repair shop designated by us and that stamp is inserted into the service book. The vehicle's service intervals must comply with the vehicle's instruction manual and indications from service lights. If the vehicle is not rented on a monthly basis, you shall contact the Hertz office in case of any service light indications and ensure that a service inspection is carried out if we instruct you to do so.

- 5.2 When such service inspection takes place, we must, on request, specify the odometer reading. If you do not comply with the above, you will be charged with the table set out in the damage matrix that you can find on our Website. We will reimburse any costs related to the service inspection.

## **6. OUR RESPONSIBILITY IN THE EVENT OF BREAKDOWN OR DAMAGE**

We are by law responsible to provide the vehicle in a good overall and operating condition. In the event of vehicle breakdown (not caused by you) or mechanical faults due to poor vehicle condition you will be entitled to a reduction of the rental charges or, if it has a significant impact on you, terminate the Rental Agreement. However, the agreement may not be terminated if we, without unreasonable delay, ensure that the vehicle is repaired or provide a replacement vehicle of which you have no valid reason to refuse.

- 6.1 If a breakdown occurs due to a traffic incident or mechanical fault, which disables further travel, or in the event of theft, the Rental Agreement shall be terminated after you have notified us of the situation. If the vehicle is stolen you need to file a police report.

## **7. CONGESTION CHARGES, INFRASTRUCTURE CHARGES, ROAD TOLLS, TRAFFIC FEES AND ENVIRONMENTAL ZONE FINES**

- 7.1 When driving in central parts of Stockholm and Gothenburg, a congestion charge or infrastructure charge is in some cases applied. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Further information about these charges is provided in our policies available on our Website.

- 7.2 We will invoice you the actual costs of congestion charges incurred during the Rental Period and an additional administration charge of 25 % of the actual charges. The administration charge is limited to a total amount of SEK 250. We will also invoice you a so-called road and traffic fee amounting to a fixed rate of SEK 22 per day.

- 7.3 Some cities apply so-called environmental zones, meaning for instance that certain car types (such as petrol and diesel cars) may not be driven in such zones. You are responsible for informing yourself about and comply with applicable environmental zone rules and in case of violation, we will invoice you the amount of the fine as well as the applicable administration fee as set out in section 14 of the Rental Terms.

## **CHARGES FOR REFUELING OR RECHARGING**

If you choose to return the car without filling the tank to 100% or, for electric cars, charging the battery of the electric car to the same level as at pickup or at least 75%, we have the right to charge a fee. The refueling/re-charge fee amounts to a maximum of SEK 525 incl. VAT and in addition you will be charged for the actual fuel or electricity cost.

## **8. ADMINISTRATION CHARGE – FINES, TOLLS AND OTHER CHARGES**

If you do not pay fines, costs and charges relating to your rental caused by actions and violations that you are responsible for under the Rental Agreement, and we have to pay those costs as the owners of the car, we have the right to, in addition to the actual amount paid, charge you a handling fee of SEK 500 including VAT for each case. We may further be required to provide your details to the relevant authority, in this case an administration charge of SEK 500 including VAT per event will be applied.

## **9. RESPONSIBILITY AND LIABILITY FOR DAMAGE TO OR LOSS OF THE VEHICLE**

- 9.1 You are liable and shall indemnify us for any damage incurred to the vehicle during the Rental Period with the restrictions that follow from this paragraph. Damage includes loss of the

vehicle and any damage that occurred during the Rental Period. Normal wear and tear or deficiencies to the vehicle is not recorded.

- 9.2 Your liability is thorough, but you do not need to compensate us for any damage if we have been reimbursed by a third party or their insurers.
- 9.3 If you rent the vehicle for customer purposes rather than for business-related activities, you will not be liable for damage to the vehicle if you can prove that such damage was not caused by your negligence.
- 9.4 The compensation levels below apply unless you have a valid waiver product. You must be able to show that you have fulfilled your obligations, such as filing a damage report, in the event of damage to the vehicle. If you are not at fault for a parking-related damage, if which the third party leaves the scene, a police report must be filed and witness statements taken if possible. You agree to consult and approve the damage documentation provided by us prior to departure.

Damage type	Maximum damage cost	With reduction	With elimination
Vehicle damage, fire damage, salvage and rescue, theft, legal expenses and clearance damage	SEK 22,000	SEK 9,500	–
Traffic damage, third party damage	SEK 3,500	SEK 3,500	–
Unlawfully taking of the vehicle using a key	The full value of the vehicle	The full value of the vehicle	The full value of the vehicle
Glass damage	SEK 22,000	SEK 9,500	–
Additional charge for damage caused by a driver younger than 25	SEK 2,000	SEK 2,000	-

- 9.5 For vans, an increased excess of SEK 1,500 including VAT shall be charged.

## 10. OUR RIGHT OF TERMINATION ETC.

In addition to what is specified in the Rental Agreement, we have the right to terminate the Rental Agreement or, as applicable, decline to enter into a Rental Agreement with you, if:

- (a) you do not fulfil your payment commitments nor pay within a reasonable period of time after we remind you of this;
- (b) you do not present the physical payment or credit card specified in the booking reservation (digital cards not accepted);
- (c) the payment or credit card specified in the booking reservation expires;
- (d) you and/or an authorized driver are added to Biluthyrarna Sverige's information list during the Rental Period;
- (e) you otherwise violate a provision in the Rental Agreement, and the compliance with such provision is of significant importance to us; or
- (f) you do not present a valid physical driver's license or your driver's license is not possible to scan in our terminals;
- (g) you fail a credit check.

**11. INSURANCE INFORMATION**

We are an insurance distributor under the Swedish Insurance Distribution Act (Sw. Lag (2018:129 om försäkringsdistribution) and therefore obligated to provide information about our distribution. All such information is available on our Website.

**12. BILUTHYRARNAS SVENSKA ("BUS") INFORMATION LIST**

If you and/or an authorized driver breach the Rental Agreement or otherwise cause us harm, it is routinely reported to BUS's information list. The information list is distributed to affiliated car rental companies with a recommendation not to support vehicles to the persons listed in the list.

**13. CREDIT CHECK**

In order to rent a vehicle from us you must be solvent and have the ability to pay, which we will control through a credit check. Such a credit check may be run in connection with every booking at the time of the collection of the vehicle

**14. SANCTION LISTS**

You confirm that you are not a person, or acting on behalf of a person, designated on any sanctions list imposed by the UN, EU, or US, and that you will not sell, provide or transfer any Vehicle to any such sanctioned person, or to any person located in (a) a country or territory which is, or whose government is, the subject of comprehensive sanctions, as may be in place or imposed from time to time, including (but not limited to) Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Donetsk People's Republic region of Ukraine, the so-called Kherson People's Republic region of Ukraine, the so-called Luhansk People's Republic region of Ukraine and the so-called Zaporizhzhia People's Republic region of Ukraine, (b) Russia or (c) Belarus. If at any time this turns out not to be true, the Rental Agreement will be terminated with immediate effect, without any liability to compensate you whatsoever. Furthermore, according to law we may not be able to repay any payments that you may have made to us.

## GENERAL DESCRIPTION OF THE INSURANCE OFFERED BY TRYG FORSIKRING A/S THROUGH THE TRYGG-HANSA FÖRSÄKRING BRANCH

You have the option to choose insurance during the Rental Period. The insurer in this case is Tryg Försikring A/S through Trygg-Hansa Försäkring (branch). This insurance covers damage to the rented vehicle for an amount not exceeding SEK 22,000 ("Maximum Amount"). It is not possible to take out insurance cover for the theft of a vehicle with a key. TPI reduces the liability for damage to the vehicle up to the maximum amount for theft and CDI reduces the liability for damage to the vehicle up to the maximum amount for the remaining claim components as provided for in column 1) below. SCI reduces liability for damage to the vehicle up to the maximum coverage as provided for in column 2) below on the condition that both TPI and CDI are purchased.

For minibuses and vans, an additional fee of SEK 1,500 per claim and claim component shall be charged. The insurance applies only in

Sweden if we have not approved use in another country.

**What the insurance does not apply to:** additional rented equipment, damage caused by carelessness or negligence e.g. a carelessly loaded car, stained or broken interior, broken controls, smoking, pets and the like, damage caused by running out of fuel or refueling with improper fuel, if the vehicle is stolen with a key or if the person who hired the vehicle cannot return the car's keys.

**Your responsibilities:** to in the event of any damage, immediately submit a damage report to whoever you hired the vehicle from. In the event of parking damage, hit-and-run, theft or collision with an animal, a police report must be filed and, if possible, witness statements provided.

Claim components (Maximum identity amount SEK 22,000)	Excesses	
	1) TPI/CDI	2) SCI
Vehicle damage, traffic damage, theft, fire damage, salvage and rescue, legal expenses, glass damage	SEK 9,500	–

You can also choose to take out PAI insurance that applies in the event of traffic accidents. If you are injured, you can receive invalidity benefits of up to SEK 500,000, death benefits of SEK 50,000, and benefits to cover essential medical, travel and dental expenses. The amounts apply to each of the passengers. Up to SEK 10,000 of damaged personal property is indemnified. In addition to this, the insurance guarantees all persons legally residing in Sweden swift access to qualified specialist care following examination and referral by a doctor should an accident occur.

The PAI also includes accidental damage coverage that includes indemnity for incorrect refueling or interior damage. The accidental damage coverage indemnifies you for any object inside the vehicle or in the truck's cockpit, and if you lose the vehicle keys due to a sudden unforeseen event. Costs for towing to a workshop and cleaning the tank if you have refueled the vehicle incorrectly.

For more information about the insurance, please read the pre- and post-purchase information and terms and conditions.

For full terms and conditions, and information about how Trygg-Hansa processes your personal data, go to [www.trygghansa.se/Hertz](http://www.trygghansa.se/Hertz).

**ANNEX 1**  
**CHARGES EXPLAINED**

**(A) Your estimated charges** (see your Rental Agreement)

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

MANDATORY COSTS	
<b>Rental price</b>	The agreed rental rate is shown as a per week or per day amount, includes third party insurance and may include Collision Damage Waiver (CDM) and Theft Protection (TP).
<b>Mileage</b>	An estimated mileage may also be included in your rental rate. A fee may apply if you exceed this estimate.
<b>Location service charge</b>	Included at certain locations (e.g. airports and railway stations) to reflect the higher cost of providing services from there.
<b>Vehicle license fee</b>	Passes on your share of the charge we incur for keeping the vehicle on the road.
<b>Young driver surcharge</b>	May apply if you or any additional driver is under the age of 25.
OPTIONAL PRODUCTS AND SERVICES	
<b>Additional driver</b>	We apply a standard fee for each additional driver added to your Rental Agreement to cover our additional insurance costs.
<b>One way fee</b>	Will be charged when the vehicle is not picked up and returned at the same location.
<b>Insurance and waiver options</b>	The Rental Agreement will show if our insurance and waiver options have been accepted or declined by you or are otherwise included in your rate. We also show the excess applicable to Collision Damage Waiver (CDW) and Theft Protection (TP) and the full charge for the agreed rental period, inclusive of tax.
<b>Optional equipment</b>	The Rental Agreement lists any optional equipment you have selected, such as baby/child seats and winter tyres, showing the full charge for the agreed rental period, inclusive of tax.
TOTAL AMOUNT	
<b>Estimated rental charges</b>	The 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.
<b>Total estimated rental charges</b>	The estimated rental charges plus the maximum fuel charge you could incur if you return the vehicle empty (i.e. a full tank of fuel with a refueling service charge at current rates).

(A) Potential added 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:

FUEL	
<b>Fuel Purchase Option (FPO)</b>	You pay for a full tank, or 75% electric charging for electric cars, upfront (although no refunds are given for any unused fuel).
<b>Refueling/Recharging price</b>	If you don't fill up/recharge the vehicle on return and haven't opted for FPO, we will charge you a price per liter to fill the tank.
<b>Refueling/Recharging service charge</b>	Applies on top of the amount charged for refueling/recharging if we fill the tank/recharge the battery for you on return and you have not taken FPO.
VEHICLE CONDITION	
<b>Damage/loss charges</b>	Applied if the vehicle is lost or damaged either (i) if you have not purchased our waiver products (e.g. CDW & TP), to the full value of the vehicle, or (ii) if you have taken our waivers to the excess amount. Does not apply if you have chosen SuperCover.
<b>Damage administration charge*</b>	A fixed charge to recover our costs for dealing with damage caused to the vehicle. Does not apply if you have chosen SuperCover.
<b>Extra cleaning charge*</b>	Applies if you return the vehicle needing more than our standard cleaning to make it ready for its next rental.
<b>Smoke charge*</b>	Smoking is prohibited in all vehicles. This covers our costs of preparing the vehicle for the next rental.
VEHICLE USE	
<b>Local toll and road charges</b>	You are responsible for paying all local road and toll charges that arise during the Rental Period.
<b>Traffic fines and penalties</b>	You are responsible paying the full penalty of any parking fine or charge, traffic fine or other penalty that incur during your rental period.
<b>Fines administration charges*</b>	A 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	
<b>Early return charge*</b>	Applies if you did not prepay your rental charges, committed to a rental term and then brought the vehicle back early. You will only pay for the number of rental days, 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.
<b>Additional rental days</b>	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 'grace period' of 29 minutes to return the vehicle after the agreed return time.
<b>Late return charge*</b>	In addition to charging additional rental days 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 costs are calculated on the basis of our current prices subject to final calculation at the end of the Rental Period.

\* For car rental in Germany, this fee is not charged if you can prove that you are not responsible for the fine, that we do not incur any additional costs or if our costs are lower than the specified fee.

## **ANNEX 2 FUEL POLICY**

Fuel and electric charging is not included in the rental price. The vehicle is fully fueled when you pick it up and you choose how you will pay for the fuel consumed during the rental period. Electric vehicles are charged with at least 60 % battery capacity at pick-up and will need to be returned with the same battery level to avoid over the refueling fee plus charges for missing kWh. You have the following options.

### **Buy a full tank/60 % battery level when you pick up the vehicle**

- This is sometimes called "full to empty tank" and is our alternative for fuel purchases.
- If you buy a full tank/at least 60% battery level from us when you pick up the car, you don't have to refuel or charge the battery when you return the car and you don't have to pay anything more for the fuel. This is a good option for journeys with long distances that probably require a full tank.

### **The fuel purchase option**

When you pick up the car, we charge you for a full tank at a competitive price compared to local petrol and charging stations. You do not have to pay anything more for the fuel. Please note that we do not provide a refund for unused fuel.

### **Return to a full tank/same battery level as at pick-up or at least 75% charged battery**

- This is sometimes called a "full to full tank".
- Return the car with a full tank or with the same battery level as when collected or, if the car was collected with a 75% battery charge or hire, with at least 75% charged battery after refueling or charging at a local petrol or charging station.
- This is a good option for trips with short mileage.
- The fuel gauge can indicate that the tank is "Full" several miles after it was last refueled. Therefore, we ask you to refuel within 15 km from Hertz office before return and submit the receipt when you return the vehicle. If you do not, we reserve the right to charge a smaller cost. Ask the staff Hertz office for more information.

### **...or without refueling/recharging**

- This is a good option if you are in a hurry, have not opted for the fuel purchase option and do not have time to refuel or recharge your vehicle before returning.
- We normally specify two estimated amounts in the Rental Agreement to illustrate the potential cost of returning the car without filling up: – without fuel (condition: that the car is returned with a full tank or charged with the same battery level as when picked up or with at least 75% battery capacity to avoid the charge for charging plus the surcharge for missing kWh) – including a full tank (condition: the car is returned with an empty tank or empty battery to indicate the maximum cost).

### **Fuel/charging costs**

We charge a price per liter to fill the tank, including or in addition to a service fee for filling up for you. Electric vehicles need to be returned with the same battery level as when picked up or with at least 75%

battery capacity to avoid the fee for recharging plus supplement for missing kWh. Plug-in hybrids may come with a charged battery but no fee or kWh charge applies if the battery is returned empty.

Ask the staff at the Hertz office when you pick up the vehicle if you have any other questions.

## **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 handle any disputes relating to damage assessed.

### **Checking the vehicle**

We will provide a summary of any damage on the vehicle in a vehicle report attached to the Rental Agreement at the start of the Rental Period. Please check to make sure it is correct. We will also inspect the vehicle when you return it and provide a vehicle report to record any new damage (normal wear and tear is not recorded).

When returning the car to a manned station, you should allow 20 to 30 minutes to complete the inspection with our staff and agree to any damage. If you do not have time for this, any new damage will be assessed in your absence.

### **Normal wear and tear**

This is defined as “ordinary wear due to reasonable use” and includes minor scratches and chips, small dents and normal wear to tyres and wiper blades. The exact criteria varies from country to country and you will find more information about this here:

[https://www.hertzpageo.com/img/sweden/pdf/skadehantering/guidelines\\_on\\_wear\\_and\\_damage\\_0224.pdf](https://www.hertzpageo.com/img/sweden/pdf/skadehantering/guidelines_on_wear_and_damage_0224.pdf)

### **Hidden damage**

Some damage will not be detected during the post-rental inspection, such as damage caused to inaccessible parts of the vehicle (such as the engine, fuel tank or clutch) or damage that is not visible due to adverse light or weather conditions. If we detect any such damage we will notify you, with evidence, before we charge you.

### **Damage assessment and charging**

There are three common scenarios:

- **Minor damage – agreed upon return**  
For minor damage agreed with you on return, we will charge you according to our damage matrix (see below).
- **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 contact you in writing with information about the damage and the charge, with evidence, seven days before charging your payment or credit card. Our goal is to complete this assessment in 30 to 90 days.

### **Damage matrix**

Our goal is 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 cost of body repair shops for parts and labor. You can find the damage matrix here: <https://www.hertz.se/p/hjalp/skador-och-service/kostnader>.

### **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) the signed Rental Agreement including the vehicle report, any accident report form, photographs of the damage in site and of the odometer.

### **Disputes**

- If you dispute a damage charge we will send full information, including any arguments and supporting evidence you provide, to our damage/claim 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 with you, they will proceed to collect the sum invoiced.
- If you are not satisfied with our assessment, you can contact our Customer Relations Department, who will review the entire matter and give you an appropriate refund if they disagree with any charge made. They aim to deal with all customer contacts within 14 days.
- 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.

You can find full information and contact information in Annex 6 (Contact Details).

**ANNEX 4**  
**INSURANCE AND WAIVERS**

We provide insurance and waiver products that 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 summarized below.

DESCRIPTION AND BENEFITS	KEY LIMITATIONS AND EXCLUSIONS
<b>THIRD PARTY LIABILITY INSURANCE</b>	
Your liability to third parties (i.e. Other than hertz)	
<p>Third party liability insurance is 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 authorized 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 the Rental Period.</li> </ul>	<p>To the extent allowed under applicable law your insurance and waiver products will be void and no longer protect you if</p> <ul style="list-style-type: none"> <li>• You are in breach of your obligations under the Rental Agreement – see in particular the section Restrictions in the Rental Terms.</li> <li>• The loss or damage is caused intentionally.</li> <li>• The driver was not authorized by Hertz as the main or additional driver.</li> </ul>
<b>WAIVER PRODUCTS (CDW, TP, SUPERCOVER, G&amp;T)</b>	
Your liability to Hertz (for loss of or damage to the vehicle)	
<p>Your liability to us for loss of or damage to the vehicle may extend to the full value of the vehicle. You can reduce or eliminate this liability by purchasing the waiver products below.</p> <p><b>NOTE:</b> Some of our waivers (such as CDW and TP) may be included in your rate (check your Rental Agreement) and are subject to an excess. The others (such as SuperCover and G&amp;T) are optional and supplement CDW and TP by eliminating the excess in whole or in certain circumstances.</p>	<p>In addition to the limitations listed in the THIRD PARTY LIABILITY INSURANCE section above, your waiver products will be void – meaning that your liability to us in the event of damage or loss will not be reduced or eliminated – where you or an authorized driver are grossly negligent (e.g. act in a way that you know or should know is likely to cause harm), 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> <p><b>Driving on unsuitable road conditions. Examples:</b></p> <ul style="list-style-type: none"> <li>• Driving on a road in bad condition without due care resulting in damage to the undercarriage.</li> <li>• Driving on a beach causing damage by salt water and/ or sand.</li> <li>• Driving through flooded roads causing damage to the engine.</li> </ul> <p><b>Improper use of the vehicle. Examples:</b></p> <ul style="list-style-type: none"> <li>• Putting wrong fuel in the vehicle or otherwise contaminating the fuel.</li> <li>• Damage occurring as a result of ignoring a warning light.</li> <li>• Burning a clutch (which requires persistent ill use) or using the handbrake incorrectly).</li> <li>• Damage to the wheel rim caused by driving with a flat tyre.</li> </ul>
<b>COLLISION DAMAGE WAIVER (CDW)</b>	
<p>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 by anything other than theft, attempted theft or vandalism.</p> <p><b>Examples of damage covered by the collision damage waiver:</b></p> <ul style="list-style-type: none"> <li>• Impact with a fixed or moving object (e.g. damage caused if you have an accident).</li> <li>• Loss of control of the vehicle.</li> <li>• Natural events such as snow, hail, flood or rock fall.</li> <li>• Fire caused by vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.</li> </ul>	

- Tyres and window damage caused by objects on or thrown up from the road.

- Fitting unauthorized objects to the interior exterior of the vehicle.
- Driving through flooded roads causing damage to the engine.

**Contributes to damage to/ theft of the vehicle. Examples:**

- Damage as a result of the keys being locked 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 restrictions:**

• **Accessories**

Our waivers do not include any accessories (such as child seats) you rent. You are charged for these accessories if they are lost or are damaged for any reason.

• **Damage administration charges**

CDW, TP and G&T do not reduce or eliminate the damage administration fee that may be applied in case of each event of damage during the rental period.

• **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 purchase cover for personal effects that you own by taking personal insurance (PI).

**THEFT PROTECTION (TP)**

Theft protection is often included in your rate and reduces your liability to us to the amount of the applicable excess (specified in the country specific terms or in the 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 the theft protection:**

- 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 payment obligation to us for the CDW or TP excess for loss of or damage to the vehicle during the rental period.
- Waiving your responsibility to us for any damage administration charges that would otherwise be payable.

**G&T (GLASS & TYRES) \***

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.

## PERSONAL INSURANCE (PI)

Protection against 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:

- Deaths, 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.

### There are some exceptions:

- Loss of or damage to certain items, including jewelry, 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.

## PERS (PREMIUM EMERGENCY ROADSIDE ASSISTANCE) \*

Your liability to Hertz for the costs associated with a breakdown (which has been caused by you)

PERS is an optional product that 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 emergency costs covered:

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

You will remain responsible for:

- The 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.

\*This optional product is not provided for car rental in Sweden.

**ANNEX 5**  
**PRIVACY POLICY**

We need to process your personal data in order to be able to offer the services you are requesting.  
We are the data controller for the processing of your personal data.

We process your personal data in accordance with our personal data policy, which you can find here:  
<https://www.hertz.se/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp>

## ANNEX 6 CONTACT DETAILS

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**

#### *During the rental period*

##### Ask the staff at the Hertz office:

If you have any questions or problems during your Rental period (e.g. If you want to change the time or Place for return), you can call the Hertz by using the number listed in the Rental Agreement.

You can raise any other issues arising from the rental with our location staff on return.

##### Contact the relevant roadside assistance company:

In case of problems with the car, contact the roadside assistance company listed in the Rental Agreement.

#### *After your rental*

##### Contact our customer service:

If you disagree with any charges on your return, or have a complaint relating to your rental experience, you are welcome to contact our customer service. You will find the contact details on our website, [Hyra bil— Boka hyrbil direkt på nätet | Hertz Biluthyrning](#).

We aim to deal with all customer matters within 14 days.

### **Independent advice**

#### ECRCS

If we are unable to resolve an issue to your satisfaction you can contact the European Car Rental Conciliation Service (ECRCS) provided you are an EU resident and you were renting in a different EU country.

The ECRCS is an independent conciliation service staffed by people who understand the car rental industry. They review any complaints against a Code of Conduct for car rental companies, prepared by Leaseurope on behalf of the industry, which we have signed up to.

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. We will comply with the decision of the ECRCS.

You can contact the ECRCS via [www.ecrcs.com](http://www.ecrcs.com).

#### Other options

Alternatively, if your issue is not eligible for the ECRCS, but concerns a European country, you can seek online dispute resolution (ODR) through [Online Dispute Resolution | European Commission \(europa.eu\)](#) or contact the European Consumer Centres Network ([https://commission.europa.eu/live-work-travel-eu/consumers/resolve-your-consumer-complaint/european-consumer-centres-network\\_en](https://commission.europa.eu/live-work-travel-eu/consumers/resolve-your-consumer-complaint/european-consumer-centres-network_en)) to get more information about your rights.

You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

## **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 payment or credit card to pay for transactions abroad, you normally pay in the local (i.e. foreign) currency. Your payment or credit card company then converts the to your home currency, if different, and shows them on your payment or credit card statement.

CYC replaces the currency conversion normally carried out by the 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 if you wish to see your rental charges in your home currency, via CYC, or in a local currency, by leaving the conversion to be made after the rental by your card company. Your choice will be recorded in your Rental Agreement.

#### **Home 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 card company and will appear on your card statement.

#### **Local currency**

If you choose to receive the rental charges in the 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 card company which will convert them into your home currency and post them to your card statement indicating the rate of exchange used. Many card companies charge a fee for this service.