



# Country-specific terms

– SWEDEN –



**Hertz**



## 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 car or light truck up to 3.5 tons.

## 2. The use of the vehicle

- 2.1 A copy of the Terms must, during the Rental Period, be kept in the vehicle and 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.

- 2.2 If you have driven the vehicle outside Sweden, we also have the right to add a foreign surcharge. If the vehicle is driven into Norway, Denmark or Finland, this surcharge will amount to SEK 375 including VAT. For other countries this surcharge will amount to SEK 375 including VAT per day, not exceeding SEK 1,500 including VAT per rental period



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).
- 2.4 Regardless whether any additional drivers have been approved and added to the Rental Agreement, it is the renter who is responsible for ensuring that the additional driver is authorised to drive the vehicle.

## 3. Rental charges and late payment

- 3.1 The rental charges are specified in the Reservation Confirmation you receive when making the reservation. 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 We typically reserve an amount on your credit card (or charge a deposit fee) at least equal to the estimated charges shown on your rental agreement, but at the minimum of SEK 2,500. We have the right to reserve a higher amount or charge a higher deposit fee if, for any reason, we deem it necessary. This amount is released after you have paid the rental charges upon return. We also have the right to request advance payment of the rental charges. The amount is placed on authorisation hold for 3-5 business days, depending on your credit card company.
- 3.3 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.

## 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



**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.

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 SEK 10 for each 10 km exceeding the vehicle's service interval. 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 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.

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 and traffic fines

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.



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.

## 8. Fuel charges

If you choose to return the vehicle without refueling the tank, we will charge you a refueling charge. The refueling charge varies depending on where in the country the vehicle is returned and final information about the actual charge will be provided when you pick up the vehicle.

## 9. Administration charge - Fines, tolls and other charges



You are responsible for paying any fines, charges or fees incurred during the rental period. If you fail to pay there, we will pay them and recover from you by way of reimbursement. We will apply a handling fee of SEK 500 including VAT for each case. We may be required to provide your details to the relevant authority, in this case an administration charge of SEK 500 including VAT will be applied.

## 10. Responsibility and liability for damage to or loss of the vehicle

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 of 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.

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.

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.

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              |
|--|-------------------------------|-------------------------------|-------------------------------|
| <b>Vehicle damage, fire damage, salvage and rescue, theft, legal expenses and clearance damage</b> | SEK 17 000                    | SEK 7000                      | –                             |
| <b>Traffic damage, third party damage</b>  | SEK 3 500                     | SEK 3500                      | –                             |
| <b>Unlawfully taking of the vehicle using a key</b>  | The full value of the vehicle | The full value of the vehicle | The full value of the vehicle |
| <b>Glass damage</b>  | SEK 10 000                    | SEK 10 000                    | –                             |
| <b>Damage, caused by a driver younger than 25</b>  | SEK 2 000                     | SEK 2000                      | SEK 2 000                     |



For vans and minivans, an additional fee of SEK 1,500 including VAT per claim and claim component shall be charged.



## 11. Our right of termination etc.

In addition to what is specified in the Rental Agreement, we have the right to terminate the Rental Agreement if:

- (a) You do not fulfil your payment commitments nor pay within a reasonable period of time after we remind you of this,
- (b) The credit card specified in the booking reservation expires,
- (c) You and/or an authorized driver are added to Biluthyrarna Sverige's information list during the Rental Period,
- (d) You otherwise violate a provision in the Rental Agreement, and the compliance with such provision is of significant importance to us, or
- (e) Your driver's license is suspended.

## 12. Insurance information

Vi är försäkringsförmedlare enligt lag (2005:405) om försäkringsförmedling och är därmed skyldiga att lämna information om vår förmedling. All sådan information finns tillgänglig på vår Webbplats.

## 13. Biluthyrarna Sverige's ("BUS") information list

If you and/or an authorised 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.



## General description of the insurance offered by Codan 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 Codan Forsikring A/S through Trygg-Hansa Försäkring (branch). This insurance covers damage to the rented vehicle for an amount not exceeding SEK 17,000 ("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 car 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. If the driver is under 25 years of age and causes damage, an excess of SEK 2,000 shall apply.

For minibuses and vans, an additional fee of SEK 1500 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 and the like, damage caused by running out of fuel or refueling with improper fuel, if the car is stolen with a key or if the person who hired the car 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 car 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<br>(Maximum indemnity amount SEK 17,000)  | Excesses   |        |
|--|------------|--------|
|  | 1) TPI/CDI | 2) SCI |
| Vehicle damage, Traffic damage, Theft, Fire damage, Salvage and rescue, Legal expenses, Glass damage | SEK 7 000  | –      |

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)