**Insurance**

If renting in California:

Hertz provides no liability protection under the terms of the Rental Agreement to the renter from claims of injury by others against you resulting from an accident. Your personal/business insurance may cover your liability. **Exceptions**: Hertz will provide primary liability protection up to the statutory minimum limits to International customers (driver's license indicates an address outside the USA) renting in California. Please also refer to Liability Insurance Supplement (LIS) below.

 If renting in Arizona, Maryland, Massachusetts, Michigan, Minnesota, New York, South Carolina, Virginia, or West Virginia:

 Upon signing the Rental Agreement, Hertz provides primary liability protection. However, such protection is generally no more than the minimum limits required by individual state law. See Financial Responsibility Limits by State.

If renting in any other state in the U.S.A.:

Hertz will provide secondary liability protection from claims of injury by others against you resulting from an accident with the rental car. Your personal/business insurance is primary to the minimum state limits. In the event there is no applicable liability protection, Hertz, by default, becomes primary.

 However, Hertz makes available additional liability protection, which is primary, if the optional Liability Insurance Supplement, LIS, is purchased.

 **Liability Insurance Supplement (LIS)**

Liability Insurance Supplement (LIS) is primary protection, which provides the first USD 1,000,000.00 of combined bodily injury and/or property damage protection for each occurrence. (Note - Hawaii has an extended LIS option of USD 2,000,000.00)

LIS also includes Uninsured/ Underinsured Motorists Coverage of up to USD 100,000.00 per occurrence for combined bodily injury and/or property damage claims. (Exception: In New York, LIS includes up to USD 100,000.00 per person/USD 300,000.00 per accident Uninsured/Underinsured Motorist Coverage. Recoveries under any per accident limit are subject to the per person limit. In Vermont, LIS includes up to USD 50,000.00 per person/USD 100,000.00 per accident Uninsured/Underinsured Motorist Coverage. Recoveries under any per accident limit are subject to the per person limit.)

 LIS provides coverage for you and other authorized operators of your rental vehicle for third party claims.

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

 There are some exclusions to this coverage, which we feel you should know. Under LIS, in the event of an accident, you will not be protected for third party liability:

 If LIS is not accepted at commencement of the rental or if you fail to pay the charges for LIS.

* If you or an authorized driver operated the rental car in violation of the Rental Agreement, including, but not limited to, operating the car while legally intoxicated or under the influence of alcohol, drugs or other absorbed elements; permit the use of the car by anyone other than authorized operators; for purposes that could properly be charged as a felony, to tow or push anything, or in a speed contest or for driver training.
* If the car or LIS coverage was obtained by fraud or misrepresentation.

 **LIS is third party liability coverage only. Except where permitted by law or pertaining to Uninsured/Underinsured Motorist Coverage:**

* LIS does not cover personal injury to you or any authorized operator of the rental car or to your or their family members who are related by blood, marriage or adoption and reside in your or their household.

**Loss Damage Waiver (LDW)**

In most states, in the event of any other loss or damage to the car, regardless of fault, your financial responsibility extends to the full value of the car at the time of rental, less its salvage value, plus expenses for towing, storage impound fees, an administrative fee and a reasonable charge for loss of use. If your responsibility differs in the state in which you rent, it will be stated in Paragraph 4, of the Rental Agreement. In California, in the event of any loss or damage to the car regardless of fault, your financial responsibility will in no event exceed the fair market value, plus actual charges for towing, storage, impound fees, and an administrative fee.  In California and Nevada, your responsibility for loss or damage to the car from vandalism unrelated to theft will not exceed USD 500.00 and you are not responsible for theft, regardless of purchasing LDW, unless the theft results from your fault. In Illinois, your responsibility for loss or damage for any cause other than theft is limited to USD 15,500.00. Loss or damage related to theft is limited to USD 2,000.00, unless the theft results from your fault.  In New York, your financial responsibility shall not exceed (i) the actual and reasonable costs that Hertz incurs to repair the car, including costs for towing, storage and impound fees or that Hertz would have incurred if the car was repaired or (ii) the fair market value of the car immediately before the damages occurred, as determined by the applicable market for the retail sale of the car less disposal proceeds. Your responsibility for theft of the car shall not exceed the reasonable costs incurred by Hertz for loss due to theft up to its fair market value, if it is established that you or any authorized operator failed to exercise reasonable care or aided or abetted in the theft.

* However Hertz offers Loss Damage Waiver (LDW) an optional service, which for an additional daily charge relieves you of all financial responsibility for the loss or damage to the rental car, whether or not you have insurance to cover such damage, provided the car is used in accordance with the terms of the Rental Agreement.

* The cost of LDW may vary depending on location or car type and is charged per each full or partial day of rental.

F.Y.I. – You are under no obligation to purchase LDW or any other optional service as a condition of rental. Your own personal insurance may provide protection for loss or damage to the rental vehicle depending on the state in which you live and the type of policy you have. Also, various credit card companies provide cardholders with some degree of damage protection providing you use their credit card for the rental and decline the optional LDW offered by Hertz at time of rental. The coverage and limits vary. Your policy or credit card coverage should be thoroughly checked for the specific terms and conditions associated with rental vehicles. Remember, most credit card insurance is supplemental, which means it will only reimburse you for loss or damages over and above what is covered by any other insurance you may have and will not cover you for any damage, regardless of cause, if you accept LDW.

**Adding LDW after car is on rental:**
You may not change the option once the rental has begun, without returning the car and starting a new rental agreement.  This will result in the contract being closed out and charges being assessed for the time the vehicle is kept at least 1-day minimum, and a new rental contract will begin.

**Cancellation of LDW - New York rentals only:**

On New York rentals only, LDW may be cancelled at no charge, within 24 hours of its purchase provided the renter (i) has rented the car for 2 or more days; (ii) appears in person at any Hertz rental location with the car, which shall be subject to inspection.

**Personal Accident Insurance (PAI)**

Personal Accident Insurance (PAI), offered in combination with PEC, allows you to elect accidental death and accidental medical expense coverage for yourself and your passengers during the rental period of the vehicle.

PAI coverage:

|  |  |  |
| --- | --- | --- |
| Benefit Schedule | Renter | Each Passenger |
|   |   |   |
| Accidental Death | USD 175,000.00 | USD 17,500.00 |
|   |   |   |
| Accidental Medical Expenses |   |   |
| not to exceed (except NY): | USD 2,500.00 | USD 2,500.00 |
| New York only: | USD 3,500.00 | USD 3,500.00 |
|   |   |   |
| Ambulance Expenses |   |   |
| not to exceed (except NY): | USD 250.00 | USD 250.00 |
| New York only: | USD 150.00 | USD 150.00 |

Total benefits for any one accident are limited to USD 225,000.00 and are payable in addition to any other coverage for which you or your passengers are eligible. However, your benefits provided by other coverage may be affected by the PAI benefits. Rentals originating in the State of Mississippi do not have a single accident limit of USD 225,000.00.

If this coverage is accepted, the benefits for you apply to all accidental injuries during your rental period, regardless of whether you are actually in the car. Your passengers are also covered, but only for incidents occurring while they occupy the Hertz rental car.

**Exclusions**

Benefits are not paid for any loss caused directly or indirectly by:

* Intentional self-inflicted injury, suicide, or any attempted suicide, while insane or sane;
* Aircraft travel;
* Committing or attempting to commit an assault or a felony;
* An accident which occurs while under the influence of alcohol or narcotics, unless prescribed and taken at the advice of a physician;
* An accident which occurs while participating in a prearranged or organized race or testing of a vehicle;
* War or any act of war;
* Engagement in an illegal occupation;
* Insurance will not be in effect if the Renter converts the rental vehicle or during any period while the insured Renter is in violation of the Rental Agreement.

The renter shall be deemed to have converted the rental vehicle whenever the rental vehicle is not returned to Hertz by the return date or by the extended return date. This is a summary only and other restrictions may apply.

**Personal Effects Coverage (PEC)**

Personal Effects Coverage (PEC), offered in combination with PAI, is an option that insures against risk of loss or damage to help protect your personal belongings while renting from Hertz. By electing PEC you will be insured throughout the entire rental period. PEC is insurance protection and pays in addition to any other policy you may have (such as a Homeowner’s policy). However, your benefits provided by other coverage may be affected by the PEC benefit. PEC insurance coverage includes those personal effects owned by you and those members of your immediate family traveling with you during the rental period who are permanent residents of your household. PEC does not extend to non-family members traveling with you.

The maximum coverage per person is USD 600.00 with the maximum coverage for all claims during any rental limited to USD 1800.00, no deductible (Exception – In New York, maximum coverage is USD 500.00 per person with a maximum coverage for all claims during any rental limited to USD 1,500.00).

**Exclusions**

Personal effects not covered for loss or damage include:

* Automobiles and their equipment, motorcycles, boats motors or other conveyances or their appurtenances;
* Household furniture, currency, coins, stamps, deeds, securities, bullion, tickets, or documents;
* CB radios, radar detectors, guns, merchandise for sale or fine art.
* Contact lenses, artificial teeth and limbs;
* Perishables or animals.
* PEC does not cover loss by mysterious disappearance.

**Also, PEC does not cover:**

* Loss or damage caused by wear and tear, gradual deterioration, moths, vermin, inherent vice or damage sustained due to any process or while actually being worked upon and resulting there from, or while in the care, custody or control of any common carrier.
* Loss caused by war or any act of war;
* Loss by nuclear reaction, radiation or radioactive contamination;
* Any loss or damage sustained to property while in the care, custody or control of any common carrier;
* Loss or damage due to theft unless reported to Police.

If loss or damages occur, completion of claim form must accompany claim. Forms are available at all Hertz corporate locations.

Please note that PAI and PEC are not available separately and must be taken in combination.

**VEHICLE RENTAL RATE QUOTES, RESERVATIONS**

**AND PREPAYMENTS**

**Hertz and you**

The term “Hertz” means The Hertz Corporation and its subsidiaries worldwide.  The term “Hertz” does not include independent car rental businesses using the “Hertz” trademark under a license from Hertz.  (We call those independent businesses “Hertz licensees”.)  The policies and procedures of Hertz licensees with respect to rate quotes, reservations and prepaid rental transactions (as those terms are used below) may differ from those of Hertz.  As a consequence, if you obtain a rate quote from Hertz, make a reservation with Hertz or arrange with Hertz for a prepaid rental transaction and the quote, reservation or transaction involves a Hertz licensee, you may be advised that the rules appearing below do not apply in one or morerespects.  If you receive such advice, that advice will supersede what appears below.

The term “you” means an individual wishing to rent a vehicle, who has contacted Hertz to obtain a rate quote, make a reservation or enter into a prepaid rental transaction, all as those terms are discussed below.

**Rate Quotes**

Vehicle rental rates vary considerably from place to place and from time to time, and they change very frequently.  You may contact Hertz to inquire about rates for vehicle rentals through a variety of channels, including reservations telephone lines, websites and computerized reservations systems such as those utilized by travel agents.  Unless it is provided in connection with certain types of reservations, a rate quote you receive is merely indicative of the rates then being offered and creates neither legal rights nor practical expectations of vehicle availability or the continued applicability of the quoted rate.  Rate quotes made in connection with reservations are covered by the rules appearing below.

**Reservations**

When you wish to make a reservation for the rental of a vehicle, you may contact Hertz through a variety of channels.  A “reservation” for a vehicle rental is a notation in Hertz’s records that you have expressed the desire and intention to rent a vehicle of a specified vehicle class from Hertz or a Hertz licensee at a specified time, date and location (the “pick-up” time, date and location), with the vehicle to be returned to Hertz or a Hertz licensee at a specified time, date and location (the “return” time, date and location), on the terms and conditions and subject to the rental qualifications and requirements that Hertz or the applicable Hertz licensee then imposes for such a rental.  Pick-up and return times for reservations are always expressed in local time at the pick-up and return locations, respectively.

In general, Hertz accepts reservations only for a class of vehicles, and not for vehicles either of specific makes, model years or models or with particular characteristics not common to all vehicles in the class.  The only exceptions to this rule occur when (i) you reserve a vehicle under the “Hertz Prestige Collection” program at a participating rental location or (ii) if you are a member of Hertz #1 Club and you reserve a vehicle under a program that is advertised as specifically allowing #1 Club members to reserve a particular make and model vehicle.  In those two cases, and in no others, you may reserve a specific make and model of vehicle; however, the model year and other characteristics of the reserved vehicle are still subject to change, and any other limitations of which you are advised will apply.

When you seek to make a reservation, Hertz may decline to allow you to do so.  If Hertz allows you to make a reservation, any legal obligations that arise – both for you and for Hertz or the applicable Hertz licensee – are discussed in detail below.  The practical, non-legal significance of your making a reservation is also discussed in detail below.

**Rental Qualifications and Requirements**

The Hertz company or Hertz licensee operating a rental location at which you wish to rent may impose significant qualifications and requirements on people seeking to rent vehicles.  Those include the possession of a valid driver’s license, the satisfaction of minimum age requirements and the making of arrangements with respect to payment of rental charges that Hertz or the licensee deems satisfactory.  Other, significant qualifications and requirements may also apply.  You must satisfy all rental qualifications and requirements at the time of pick-up; it is not sufficient for you to meet them at the time of reservation.  For full details, call Hertz’s Reservations Center or go to the website [http://www.hertz.com](http://www.hertz.com/).

**Rates Quoted in connection with Reservations**

Quoted Base Rate.  When you make a reservation for a rental transaction, you will generally receive a quote for the applicable base rental rate (also known as time-and-mileage/kilometer charges) that, unless you are advised to the contrary, is exclusive of certain charges that may be assessed in connection with the rental, including but not limited to taxes, governmental surcharges, other surcharges, common facilities charges, drop charges, delivery and collection charges, expense reimbursements and recoveries and charges for optional products or services (such as allowing additional or younger individuals to operate the vehicle, fuel or fuel service, loss or collision damage waiver, theft protection, supplemental insurance products, child seats, ski racks, satellite radios and navigational aids).  If you do not change any aspect of the reservation and the rental takes place in accordance with the reservation, then Hertz or the applicable Hertz licensee will honor the base rate quoted.  If, before the rental takes place, you change the reservation with respect to the vehicle class, pick-up time, date or location or return time, date or location, then Hertz or the applicable Hertz licensee reserves the right to change the base rate applicable to the rental, so long as the changed rate is disclosed to you at or before the time the rental commences.

Estimated Additional Charges.  When you make a reservation, in addition to being quoted a base rental rate, you may receive a quote of additional charges (other than charges for optional products and services) that Hertz expects will be assessed in connection with the rental but that are not included in the base rental rate that has been quoted.  A quote for those charges is only a good faith estimate based on tax rates and other governmentally imposed charges that Hertz, at the time of the quote, expects will apply at the time of the rental.  If Hertz’s expectations with respect to tax rates or other governmentally imposed charges are not realized – for example, if tax rates are unexpectedly increased after the quote is given – then you will be liable for the taxes and other governmentally imposed charges that actually apply at the time of rental, even if they are higher than Hertz had expected at the time of reservation.

Estimated Total.  When you make a reservation, in addition to being quoted a base rental rate and any estimate of the additional charges that are expected to be assessed in connection with the rental, you may receive a quote of the estimated, or approximate, total charge for the entire rental.  Such a total will ordinarily be computed without regard to charges for optional products and services and charges that Hertz cannot, on the basis of the information available to it at the time, determine.  Except in the case of prepaid rental transactions (which are discussed below), such a total will only be a good faith estimate based on tax rates and other governmentally imposed charges that Hertz, at the time of the quote, expects will apply at the time of the rental.  If Hertz’s expectations with respect to tax rates or other governmentally imposed charges are not realized – for example, if tax rates are unexpectedly increased after the quote is given – then you will be liable for the taxes and other governmentally imposed charges that actually apply at the time of rental, even if they are higher than Hertz had expected at the time of reservation.

Assumptions made in Estimates.  When it estimates additional and total charges in connection with a rate quote, Hertz must make assumptions.  In particular, if the quoted base rental rate has a per-mile/kilometer component, then Hertz will compute its estimates based on assumptions regarding the distance that you will drive.  Those assumptions may not reflect your driving plans, and as a result the actual costs of your rental may differ significantly from Hertz’s estimates.

Exception – Reservations for Distant Dates.  When you make a reservation for a rental transaction, you may be advised that the quoted rental rates for the specified pick-up time, date and place are “subject to change”, “only indicative” or words of similar meaning.  This typically occurs when the specified pick-up date is a number of months later than the date on which the reservation is being made.  Such a reservation is called a “distant-date reservation”.  In the case of a distant-date reservation, Hertz or the applicable Hertz licensee reserves the right to change all the charges applicable to the rental, so long as the charges that will actually apply are disclosed to you at or before the time the rental commences.  **If you are making distant-date reservations, you may re-contact Hertz nearer to the indicated pick-up date in order to obtain a rate quote that is not subject to the qualifications just described.**  The preceding four paragraphs apply only to reservations that are not distant-date reservations.

**Types of Rental Transactions and Reservations; Definition of Reserving and Renting Companies**

Hertz classifies rental transactions as “prepaid” and “non-prepaid”.  The characteristics of a “prepaid” rental transaction are described in detail below; one of the most important characteristics is that in such a transaction, you will pay some or all of the amount that will be due for the rental “up-front” (that is, shortly after you arrange for the rental).  A “non-prepaid” rental transaction is any rental transaction that is not a prepaid rental transaction.

Hertz classifies reservations for rental transactions as “guaranteed”, “confirmed” or “standby”.  The characteristics of “guaranteed” and “standby” reservations are described in detail below.  A “confirmed” reservation is a reservation that Hertz makes without advising you that it is “guaranteed” or “standby”.  Hertz sometimes also takes “requests” for reservations; the characteristics of a “request” are also described below..

The term “Reserving Company”, when used below with respect to any prepaid rental transaction or reservation, means (i) in the case of any transaction or reservation effected by a travel agent located in any of the countries or regions indicated below, by a telephone call placed from any of such countries or regions or by a web-based transaction in which the person making the reservation claims to be located in any of such countries or regions, the company indicated in the table below opposite the name of the country or region and (ii) in all other cases, Hertz Global Services Corporation, a Delaware (U.S.A.) corporation.

Country or RegionReserving Company\*

United States of America                 The Hertz Corporation (Delaware, U.S.A.)

Canada                                                          Hertz Canada Limited

Brazil                                                  Car Rental Systems Do Brasil Locacao

                                                              De Veiculos Ltda.

European Economic Area               Hertz Europe Service Centre Limited

   and Switzerland                                (Ireland)

Australia                                             Hertz Australia Pty. Limited

New Zealand                                     Hertz New Zealand Limited

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\* Organized under the laws of the indicated country unless otherwise specified

The term “Renting Company”, when used below with respect to any prepaid rental transaction or reservation, means the company (typically a Hertz company or a Hertz licensee) operating the rental location at which the vehicle has been reserved to be picked up.

**Prepaid Rental Transactions**

When you enter into a prepaid rental transaction, you simultaneously (i) make a confirmed reservation with Hertz to rent a vehicle of a specified vehicle class from Hertz or a Hertz licensee at a specified pick-up time, date and location, with the vehicle to be returned at a specified return time, date and location, and (ii) pay, typically by a debit, credit or charge card debit processed soon after the reservation is made, the total rental charge quoted at the time of reservation.

A prepaid rental transaction creates a two-party legal agreement between you and the applicable Reserving Company with the following terms:

A.        If you arrive at the specified pick-up date and location, satisfy the then-applicable rental qualifications and requirements of the Renting Company  and are willing to sign the document or documents constituting the rental agreement in the form presented by Renting Company, then the Reserving Company undertakes that the Renting Company will, within one hour of the later to occur of the specified pick-up time and your arrival at the rental counter, rent a vehicle of the specified class to you on the terms set forth in the rental agreement. The rental agreement will establish the legal obligations of you and the Renting Company with respect to the rental of the vehicle, and the legal obligations of the Reserving Company with respect to the rental of the vehicle will be solely those set forth in this paragraph and paragraphs B through L below.

B.        If you rent a vehicle of the specified vehicle class from the Renting Company, abide by the terms of the rental agreement (including the obligation to return the vehicle at the specified return location at or before the specified return date and time, in the condition required by the rental agreement), purchase no optional products or services other than those expressly to be provided under the terms of the prepaid rental transaction and incur no additional charges (including charges for driving more than any mileage/kilometer limit that was disclosed at the time you agreed to enter into the transaction), then the Reserving Company undertakes that it will cause the Renting Company to accept the amount you previously paid to the Reserving Company as payment in full for the rental, even if the taxes and other governmentally imposed charges applicable to the rental are different from those expected at the time of reservation.

C.        If you purchase any optional products or services that are not expressly to be provided under the terms of the prepaid rental transaction or incur any other additional charges (such as additional time charges if the vehicle is not returned on time, additional mileage/kilometer charges if the vehicle is driven more than a mileage/kilometer limit disclosed at the time you agreed to enter into the transaction, a service charge for failing to return the vehicle to the agreed return location or with the agreed amount of fuel in the tank, charges for loss or damage to the vehicle and charges for fines assessed against the vehicle’s owner resulting from the use of the car by you or another person with your permission), then you will be solely responsible to the Renting Company for the charges for such optional products or services and for such other additional charges.

D.        If you do not abide by the terms of the rental agreement or if your rented vehicle is lost, stolen or damaged, then the Renting Company will compute the total amount due to it under the terms of the rental agreement and the Reserving Company undertakes that it will cause the Renting Company, to the extent permitted by law, to apply the amount you previously paid to the Reserving Company toward the total amount due, with you being solely responsible to the Renting Company for the balance.

E.        If you do not arrive at the specified pick-up location for the prepaid rental transaction at the scheduled pick-up time, then the reservation for the transaction will be held only until 11:59 p.m. (local time) on the specified pick-up date, unless the pick-up location closes before 11:59 p.m., in which case the reservation will be held until the closing time of the location.

F.         You may receive a complete refund from the Reserving Company of the amount you previously paid to the Reserving Company in connection with a prepaid rental transaction, without any deduction for liquidated damages, if you notify Hertz, either through a Hertz website, by a call to one of Hertz’s Reservations Center numbers or by a letter to one of the addresses appearing below, that you wish to cancel the transaction and Hertz actually receives that notice at any time during the following period (the “Free Cancellation Period”): (i) if the specified pick-up location for the transaction is in Europe, the Middle East or Africa, the period commencing at the time the reservation is made and ending at the end (local time) of the calendar day following the day in which the reservation is made (or the specified pick-up date for the rental, if earlier) and (ii) if the specified pick-up location is anywhere else, the period commencing at the time the reservation is made and ending at the specified pick-up time and date.

G.        With respect to any prepaid rental transaction where the specified pick-up location is in Europe, the Middle East or Africa, the following shall apply:  If you notify Hertz, either through a Hertz website, by a call to one of Hertz’s Reservations Center numbers or by a letter to one of the addresses appearing below, that you wish to cancel the transaction and Hertz actually receives that notice at any time after the end of the Free Cancellation Period and before the beginning (local time) of the specified pick-up date, then the Reserving Company will promptly, at your election, either refund the amount you previously paid to the Reserving Company, less liquidated damages in the amount described in the next sentence, or cause the payment, less liquidated damages in the amount described in the next sentence, to be applied toward another rental transaction involving you and Hertz or a Hertz licensee.  The amount that will be payable in accordance with the preceding sentence as liquidated damages will be the amount that you were told, at the time you made the reservation, would be retained as a “Cancellation Charge” (or words of comparable meaning) if you cancelled the reservation after the end of the Free Cancellation Period.  This amount, when payable, is intended to be an estimate of the amount needed to compensate the Reserving Company and the Renting Company for the administrative costs they incurred in connection with the making of the reservation (including, without limitation, charges paid to charge, credit and debit card issuers and processors).

H.        If you do not arrive at the specified pick-up location for the prepaid rental transaction by 11:59 p.m. (local time) on the pick-up date indicated in the reservation, or by the closing time of the location on that date, if earlier, then the reservation for the transaction will expire, and promptly upon your request, the Reserving Company will, at your election, either refund the amount you previously paid to the Reserving Company, less liquidated damages in the amount described in the next sentence, or apply the payment, less liquidated damages in the amount described in the next sentence, toward another rental transaction involving you and Hertz or a Hertz licensee.  The amount that will be payable in accordance with the preceding sentence as liquidated damages will be the amount that you were told, at the time you made the reservation, would be retained by the Reserving Company as a “No-Show Fee” (or words of comparable meaning) if you did not enter into the rental transaction specified in the reservation.  This amount, when payable, is intended to be an estimate of the amount needed to compensate the Reserving Company and the Renting Company for the administrative costs they incurred in connection with the making of the reservation (including, without limitation, charges paid to charge, credit and debit card issuers and processors) and for the Renting Company’s inability to rent the vehicle while it was reserved for your use.

I.          As described below under “Conditions outside the Control of Hertz (Force Majeur)”, if, as the result of events or conditions outside the control of the Reserving Company or the Renting Company, it is impracticable for the Reserving Company or the Renting Company to perform its obligations under paragraph A above, then either the Reserving Company or the Renting Company may cancel the prepaid rental transaction, in which case the Reserving Company will refund to you, without any deduction, the prepaid rental charge that it collected. Also, as described below under “General Conditions outside the Control of the Customer”, if, as the result of general events or conditions outside your control, it is impracticable for you to perform your obligations under paragraph A above, then you will be excused from such obligations and the Reserving Company will, upon receipt of notification from you of the existence of such general conditions or events, refund to you, without deduction, the prepaid rental charge that it collected from you.

J.         **Neither the Reserving Company nor the Renting Company is responsible for consequential damages should either the Reserving Company or the Renting Company fail to meet its obligations in connection with a prepaid rental transaction.  Similarly, you are not responsible for consequential damages should you fail to meet your obligations in connection with the transaction.**

K.        The Renting Company will be a third party beneficiary of the prepaid rental transaction.  Nonetheless, you are not intended to, and the Reserving Company undertakes that you will not, have any obligation to the Renting Company to pay damages (liquidated or otherwise) to the Renting Company in the circumstances contemplated by paragraphs F, G, H and I above.  The Renting Company’s only rights in such circumstances will be those established under separate arrangements between the Renting Company and the Reserving Company, the terms of which are not your responsibility.

L.         The legal rights and obligations created by a prepaid rental transaction will be governed by the laws of the jurisdiction in which the pick-up location is situated, unless applicable law mandates that a different body of law govern (in which case the mandated body of law will govern).

It is important to note that the obligations just described arise only when a prepaid rental transaction is entered into **directly with Hertz**.  If you enter into an arrangement with a third party, such as a tour operator or the operator of a website offering prepaid vehicle rentals, then you will have whatever legal rights and obligations against that third party the arrangement creates, but you will not have any rights against Hertz or any Hertz licensee, and Hertz and its licensees will not have any obligations to you, unless and until you actually signa document or documents constituting a rental agreement in the form presented by Hertz or the Hertz licensee.

This means that if, after you have entered into a prepaid rental arrangement with a third party, you do not actually enter into a rental agreement with a Renting Company for any reason – including failure of the third party to make an advance payment to the Renting Company that it would require in connection with the rental, the lack of availability of vehicles of the specified class, your failure to arrive at the rental location at the specified pick-up time and date, your inability to satisfy then-applicable rental qualifications and requirements or your unwillingness to sign the document or documents constituting the rental agreement in the form presented – then your sole legal recourse will be against the third party and not against the Renting Company (or any Hertz company).  **Put simply, people making prepaid arrangements for car rental through third parties do so entirely at their own risk and without any promises from Hertz or its licensees.**

**Guaranteed Reservations**

Hertz sometimes accepts “guaranteed reservations” for non-prepaid rental transactions.  Guaranteed reservations generally involve vehicles Hertz classifies as “Special Equipment” (such as premium and luxury cars, sports utility vehicles and mini-vans).  A guaranteed reservation is not the same as a prepaid rental, because you are not required to prepay all or a substantial portion of the overall cost of the rental when you make a guaranteed reservation.

When you make a guaranteed reservation, you will be told of a fee (a “No-show Fee”) for which you will, under certain circumstances, be liable and will be required to provide Hertz with details of the debit, credit or charge card to be charged if the No-show Fee is incurred.

A guaranteed reservation creates a two-party legal agreement on the part of you and the applicable Reserving Company (as defined below) with the following terms:

1.         The Reserving Company undertakes that it will cause the Renting Company (as defined below) to enter into the rental transaction specified in the reservation on the specified pick-up date, within one hour of the later to occur of the specified pick-up time and your arrival at the rental counter, so long as at that time, you (i) meet the Renting Company’s then-applicable rental qualifications and requirements and (ii) are willing to sign the document or documents creating the rental agreement in the form presented by the Renting Company.

2.If you fail to enter into the rental transaction by 11:59 p.m. (local time) on the pick-up date specified in the reservation (or, if the specified pick-up location closes before 11:59 p.m., the location’s closing time), then you will be obligated to pay to the Renting Company the No-show Fee, and in such event the Renting Company is authorized to charge the No-show Fee to the debit, credit or charge card account you specified when you made the reservation.  The Reserving Company will not have any right to any payment in connection with your failure to enter into the rental transaction.

3.The Reserving Company undertakes that it will cause the Renting Company not to charge you a No-show Fee if you notify Hertz, through a Hertz website, by a call to one of Hertz’s Reservations Center numbers or by a letter to one of the addresses appearing below, that you wish to cancel the reservation and Hertz receives the notice (i) if the specified pick-up location for the transaction is in Europe, the Middle East or Africa, at any time before the end of the calendar day following the day the reservation is made (or the specified pick-up date for the rental, if earlier) and (ii) if the specified pick-up location for the transaction is anywhere else, at least 24 hours before the specified pick-up time and date.

4.         As described below under “Conditions outside the Control of Hertz (Force Majeur)”, if, as the result of events or conditions outside the control of the Reserving Company or the Renting Company, it is impracticable for the Reserving Company or the Renting Company to perform its obligations under paragraph 1 above, then the reservation will expire and you will not be charged a No-show Fee.  Also, as described below under “General Conditions outside the Control of the Customer”, if, as the result of general events or conditions outside your control, it is impracticable for you to perform your obligations under paragraph 1 above, the reservation will expire and you will not be charged a No-Show Fee (or if the No-Show Fee has been charged before you give notice to Hertz of the existence of such general events or conditions, the Reserving Company undertakes that it will cause the No-Show Fee to be promptly refunded to you by the Renting Company).

5.         **Neither the Reserving Company nor the Renting Company is responsible for consequential damages should the Reserving Company or the Renting Company fail to meet its obligations under the guaranteed reservation.  Similarly, you are not responsible for consequential damages should you fail to meet your obligations under the guaranteed reservation.**

6.         The Renting Company will be a third party beneficiary of the guaranteed reservation.

7.         The legal rights and obligations created by the guaranteed reservation will be governed by the laws of the jurisdiction where the pick-up location is situated, unless applicable law mandates that a different body of law apply (in which case, the mandated body of law will apply).

**Standby Reservations**

Hertz sometimes takes “standby reservations” for non-prepaid rental transactions.  Standby reservations generally involve vehicles of a class that Hertz classifies as “Special Equipment”.  A standby reservation is subordinate to all confirmed reservations for the same date and location.  This means that if you have a standby reservation for a vehicle of a particular vehicle class, you will not be given the opportunity to rent a vehicle at the indicated pick-up time, date and location unless on that date and at that location, the Renting Company expects that it will have sufficient vehicles available to permit it to enter into all rental transactions for vehicles of all vehicle classes that are the subject of confirmed reservations.

**Confirmed and Standby Reservations not Legally Binding**

Hertz does not charge for confirmed and standby reservations for non-prepaid rental transactions, and those types of reservations do not commit you to make the associated rental.  Because of that, confirmed and standby reservations for non-prepaid rental transactions are not intended to give you any contractual or other legal right to compel Hertz or any Hertz licensee to enter into a rental transaction, nor is your making of such a reservation intended to give Hertz or any Hertz licensee the legal right either to compel you to enter into a rental transaction or to assess you with any type of penalty or charge in the event that such a transaction does not occur.

Important Exceptions:

1.  The law in some places imposes a penalty on a rental company for its failure, in certain circumstances, to offer to rent a vehicle in accordance with a confirmed reservation.  Where that is the case, Hertz or the relevant Hertz licensee will do as the law requires.

2.  Reservations not made in good faith, including but not limited to multiple reservations for a single rental transaction, reservations made for a rental to a person known not to meet the relevant rental qualifications and requirements, reservations made without the intention of actually entering into the associated rental transactions, reservations involving fraud or deceptive conduct and reservations effected through unauthorized use of Hertz’s systems and facilities, are prohibited, and people making them will be liable to Hertz and its licensees for any consequent loss and expense, to the fullest extent permitted by law.

**Practical Consequences of Making a Confirmed or Standby Reservation**

Although they are generally not legally obligated to do so, Renting Companies endeavor to fulfill confirmed and standby reservations for non-prepaid rentals of vehicles, subject to (i) vehicle availability, (ii) satisfaction by renters of the relevant Renting Company’s then-applicable rental qualifications and requirements, (iii) willingness of renters to sign the document or documents comprising the rental agreement in the form presented by the Renting Company and (iv) in the case of standby reservations, the Renting Company’s ability to meet all confirmed reservations (as discussed above under “Standby Reservations”).  Although once again they are generally not legally obligated to do so, Renting Companies endeavor to fulfill both confirmed and standby reservations for non-prepaid rentals of vehicles before offering the same vehicles for rental for the same periods to individuals who have not made reservations (sometimes called “walk-ups”).

**Expiration of Reservations**

If you make a reservation for a non-prepaid rental specifying a pick-up location in the United States of America or anywhere else in the world outside Europe, the Middle East and Africa and you fail to arrive at the pick-up location by 11:59 p.m. (local time) on the specified pick-up date (or, if the location closes before 11:59 p.m., by the location’s closing time), the reservation will expire.  If you make a reservation for a non-prepaid rental specifying a pick-up location in Europe, the Middle East or Africa and fail to arrive at the pick-up location within two hours of the specified pick-up time (or, if the location closes before then, by the location’s closing time), the reservation will expire; however, (i) if you are arriving by airplane and have provided Hertz with flight details (including airline and flight number), the reservation will be held until the flight arrives or the pick-up location closes, whichever occurs first and (ii) if you have made a guaranteed reservation, it will be held until 11:59 p.m. (local time) on the specified pick-up date (or, if the pick-up location closes before 11:59 p.m., the location’s closing time).

**Requests**

Sometimes when you seek to make a reservation, Hertz will advise that a reservation cannot be confirmed at that time but that a further internal query will be made to determine if it can be.  When that occurs, a reservation is said to be “on request”.  In such a circumstance, you may be told to contact Hertz at a later date to determine the status of the request, or Hertz may undertake to contact you to advise of the status of the request.  Unless and until Hertz subsequently advises you that a confirmed or standby reservation may now be made, all information Hertz provides with respect to the requested reservation, including any associated rate quote, is merely indicative of current conditions and should not create any expectations regarding either the likelihood that a confirmed or standby reservation will eventually be available or the rate or other terms that would apply if such a reservation were eventually determined to be available.

**Conditions outside the Control of Hertz (Force Majeur)**

If it is impracticable for the Reserving Company or the Renting Company to perform any of its obligations set forth in paragraph A under the heading “Prepaid Rental Transactions” or in paragraph 1 under the heading “Guaranteed Reservations” at the specified pick-up time, date and location as the result of events or conditions beyond the Reserving Company’s or the Renting Company’s control, including, without limitation, any governmental act, flood, fire or other natural catastrophe, unusually severe weather (including wind, snow and ice storms), epidemic, Act of God, war, terrorist act, riot, insurrection, civil strife, national emergency, strike or other labor dispute, utility failure, failure or disruption of data processing or transmission or failure or disruption of access or supply, then (i) in the case of a guaranteed reservation, the reservation will expire, a No-show Fee will not be charged and the Reserving Company and the Renting Company will have no further obligations with respect to the reservation and (ii) in the case of a prepaid rental transaction, the transaction will be cancelled, the Reserving Company will promptly refund to you, without any deduction for liquidated damages, the prepaid rental charge that had been collected from you in respect of the transaction and the Reserving Company and the Renting Company will have no further obligations with respect to the transaction.

**General Conditions outside the Control of the Customer**

If it is impracticable for you to perform any of your obligations set forth in paragraph A under the heading “Prepaid Rental Transactions” or in paragraph 1 under the heading “Guaranteed Reservations” at the specified pick-up time, date and location as the result of general events or conditions beyond your control, including, without limitation, any governmental act, flood, fire or other natural catastrophe, unusually severe weather (including wind, snow and ice storms), epidemic, Act of God, war, terrorist act, riot, insurrection, civil strife, national emergency, strike or other labor dispute, utility failure, failure or disruption of data processing or transmission or failure or disruption of access or supply, then (i) in the case of a guaranteed reservation, the reservation will expire, a No-show Fee either will not be charged or will, if it was charged before you gave notice to Hertz of the existence of such event or condition, be promptly refunded to you by the Renting Company and you will have no further obligations with respect to the reservation and (ii) in the case of a prepaid rental transaction, the transaction will be cancelled, the Reserving Company will promptly refund to you, without any deduction for liquidated damages, the prepaid rental charge that had been collected from you in respect of the transaction and you will have no further obligations with respect to the transaction.**You should note, however, that events and conditions that are beyond your control but that are not general in nature, including, without limitation, the condition of your health and the health of those traveling with you, will not excuse your performance of your obligations under a prepaid rental transaction or a guaranteed reservation; you should consider travel insurance or similar arrangements to protect you against unforeseen events and conditions that are specific to you and those traveling with you.**

**Addresses for Correspondence**

The notices to Hertz described above may be given through Hertz websites or by telephone calls to Hertz’s reservations centers.  They may also be made by letter addressed to any of the following addresses:

1) Reservations Department, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.;

2) Reservations Department, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Republic ofIreland;

3) Reservations Department, Hertz Australia Pty Limited, Level 6, 10 Dorcas Street, South Melbourne VIC 3205,Australia; or

4) Reservations Department, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020

Please note that since notices are not effective until they are actually received by Hertz, time should be allowed for letters that are posted.

**Effective Date**:  August 1, 2005



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