



# Ready to rent.

**Terms and Conditions Rental Jacket.**



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**feel the motion.**

# TIPS FOR A SMOOTH RENTAL PROCESS.

## PICK UP



If any existing damages are present, verify they are on the page of contract. If not, alert a SIXT employee to have them documented before leaving the branch!

## RETURNING



Check the trunk, glove box, armrest, sunglass compartment, and under the seats for belongings before returning your vehicle.



The Customer Service Associate will log the fuel, miles, and inspect the vehicle condition.



You'll receive an invoice to your email within 24 hours after your return the vehicle.

# Rental Agreement Terms and Conditions “Terms and Conditions”

**1. Definitions.** Agreement” means the Terms and Conditions in these Terms and Conditions and the provisions found on the Face Page. “You” or “your” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver, or any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “We”, “our”, “Sixt” or “us” means Sixt Rent a Car, LLC. “Additional Driver” means a person we list on the Face Page of this Agreement. “Authorized Driver” means the renter, any Additional Driver, or any individual permitted by state law to operate the Vehicle. For rentals with pick-up locations in California, Illinois, Nevada, Oregon, Texas, New York, and Utah, “Authorized Driver” includes your spouse. For rentals with pick-up locations in California, Illinois, Nevada, Oregon, Texas, and Utah, “Authorized Driver” includes your employer, and co-workers (who are not your employees) who are engaged in business activity with you. For rentals with pick-up locations in Illinois and Texas, “Authorized Driver” also includes employees who are engaged in business activity with you. For renters with pick-up locations in Illinois, New York, Oregon, Texas, and Utah, “Authorized Driver” also includes any person who drives the Vehicle to a medical or police facility under circumstances reasonably believed to constitute an emergency. For renters with pick-up locations in Utah, “Authorized Driver” also includes any person who operates the Vehicle while parking it at a commercial establishment. Each Authorized Driver must have a valid driver’s license for the duration of the rental period or their reservation period, whichever period is longer, and, at most locations, be at least age 21. For renters with pick-up locations in New York, the renter and renter’s spouse must be at least 18 years old. Authorized Drivers are the only persons permitted to drive the Vehicle. To the extent permitted by law, we may charge an additional fee for each Authorized Driver (other than the renter). “Vehicle” means the motor vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents, but “Vehicle” does not include portable navigation devices or other optional equipment (“Optional Equipment”) that you rent from us. “LDW” means Loss Damage Waiver. “PDW” means Partial Loss Damage Waiver, and is not offered in the states of California, Colorado, Nevada, Oregon, and Virginia. “Loss of Use” means the loss of our ability to use the Vehicle for any purpose (including, but not limited to non-rental uses such as general display of the Vehicle, display of the Vehicle for sale, non-revenue transportation by employees) due to damage to or loss of the Vehicle during your rental. “Diminished Value” means the difference between the value of the Vehicle immediately prior to damage or loss, and the value of the Vehicle after repair or replacement. “Vehicle License Fee” means our estimate of the average per day per vehicle portion of charges imposed by governmental authorities on us, including our total annual vehicle licensing, titling, plating, inspection, and registration costs, or to recover other similar charges as permitted by applicable law. We do not charge Vehicle License Fees in New Jersey or New York. For Virginia, the “Vehicle License Fee” means our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs.

**2. Rental, Indemnity, and No Warranties.** This is a contract for rental of the Vehicle. The price you are provided on your Face Page is only for the specific rental period on the Face Page. If you return your Vehicle early or late your price is subject to change. To the extent permitted by law, we may terminate this Agreement and repossess the Vehicle at your expense without notice to you, if you breach this Agreement or if the Vehicle is abandoned or used in violation of law or this Agreement. To the extent permitted by law, you agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from or arising out of this rental and your use of the Vehicle; and (b) We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose. You agree not to alter the Vehicle or any Optional Equipment. If you or an Authorized Driver

determine the Vehicle or any Optional Equipment is unsafe, you or the Authorized Driver shall stop operating the vehicle or Optional Equipment and notify us immediately. This Paragraph 2 applies to the fullest extent permitted by New Jersey law and does not relieve us of responsibility or liability imposed by New Jersey law, including the New Jersey Consumer Fraud Act or from any implied warranty of fitness under New Jersey law.

**3. Telematics Notice and Release.** You acknowledge that the Vehicle may be equipped with a telematics device, global positioning satellite ("GPS") technology, an electronic locator device, and/or an event data recorder. We may find, monitor, or disable the Vehicle through such systems if we deem it necessary, without warning or notice, to the extent permitted by applicable law. Remote monitoring may include the collection of Vehicle data, such as location, odometer, oil life, fuel level, tire pressure, battery charge, diagnostic trouble codes, and other elements that we may deem necessary. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. You acknowledge these systems may use cellular telephone, wireless technology, Bluetooth technology, or radio signals to transmit data, and therefore your privacy cannot be guaranteed. You authorize any person's use or disclosure of or access to location information, automatic crash notification, and operational vehicle reporting conditions of Vehicle as permitted by law. You shall inform any and all drivers and passengers of vehicle of the terms of this section and that you have authorized release of information as provided herein. You agree to release us and agree to indemnify, defend and hold us harmless for any damage to persons or property caused by failure of the telematics device to operate properly, or otherwise arising from the use of the telematics device. Third party telematics service providers are not our agents, employees, or contractors. Your use of a telematics system during the rental is subject to the terms of service and privacy policy of the third-party telematics system provider. This Paragraph 3 applies to the fullest extent permitted by New Jersey law and does not relieve us of responsibility or liability imposed by New Jersey law, including the New Jersey Consumer Fraud Act.

**4. Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we identify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is returned to any other office or location or left somewhere other than the office or location identified by us, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it. In addition, you authorize us to charge your credit or debit card a one-way charge or service fee plus any additional costs incurred by us in the return of the Vehicle. If the Vehicle is returned after closing hours, you remain responsible for the safety of and damage to or loss of the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval. You must check and maintain all fluid levels, check that the Vehicle is in a roadworthy condition, lock the Vehicle at all times when you are not operating it, and return the Vehicle with at least the same amount of fuel as when rented, unless we offer and you purchase a pre-paid fuel service. No refund or credit shall be issued if you return the Vehicle with a greater amount of fuel than when you received it.

**5. Responsibility for Damage or Loss; Reporting to Police; Fees; Responsibility for Optional Equipment.**

You are responsible for all damage to, and for loss or theft of, the Vehicle including damage caused by collision, weather, road conditions and acts of nature, even if you are not at fault. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle. You are also responsible for Loss of Use (without regard to fleet utilization), Diminished Value, and our administrative expenses incurred processing a claim. You must report all accidents and incidents of theft and vandalism to us and the police as

soon as you discover them. You are responsible for paying the charging authorities directly all parking citations, toll fees, fines for toll evasion, and other fees, fines and penalties assessed against you, us, or the Vehicle during this rental. If you fail to pay any of these charges and we pay any part of them, you will reimburse us for all such charges and, in addition, pay us an administrative fee of up to \$40 for each such charge. For rentals with pick-up locations in the state of California, we will be responsible for any fines assessed against you, us, or the Vehicle that are based solely on the Vehicle's lack of toll transponder.

**FOR RENTALS WITH PICK-UP LOCATIONS IN NEW YORK –** You are responsible for (a) all physical damage to the Vehicle (other than “normal wear and tear” as defined by NY Gen. Bus. Law §396-z), whether or not you are at fault; (b) mechanical damage to the Vehicle (other than mechanical damage that could reasonably be expected from normal use of the Vehicle); and (c) theft of the Vehicle if established that an Authorized Driver failed to exercise reasonable care or that an Authorized Driver committed, aided, or abetted in the theft. Your responsibility for physical and mechanical damage will not exceed the lesser of: (a) the cost to repair the Vehicle including all discounts and price adjustments available to us plus costs for towing, storage, and impound where applicable; (b) the reasonable costs that would have been incurred to repair the Vehicle if we elect not to repair; or (c) the fair market value of the Vehicle immediately before the damage (as determined in the applicable market for the retail sale of the Vehicle), less net disposal proceeds. Your responsibility for theft of the Vehicle will not exceed the reasonable costs incurred by us for the loss, up to the Vehicle's fair market value (as determined by the applicable market for the retail sale of the Vehicle). You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

**a. Optional Equipment.** Upon request and subject to availability, we offer certain Optional Equipment, including but not limited to, Child Seats and Global Positioning Devices, for your use during the rental at an additional charge. All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented. Optional Equipment is not part of the car. You are responsible for any loss or damage to any Optional Equipment regardless of the cause, even if you have accepted LDW or PDW. You should review the operational instructions for all Optional Equipment before leaving the rental location. If you rent a Child Seat from us, you have the sole responsibility to inspect and properly install the seat yourself. We make no warranties, express, implied or apparent, regarding the Child Seat or any other Optional Equipment, no warranty of merchantability, and no warranty that the Child Seat or any other Optional Equipment is fit for a particular purpose. You are responsible for all injury or damage arising out of, or related to your use of the Child Seat, or any other Optional Equipment. If you choose to rent a Global Positioning Device (“GPS”) from us, you are responsible for returning it in the same condition as when rented with all accessories provided, including the carrying case, the car charger, the windshield mount, and, in states where provided, the console beanbag mount (“GPS Accessories”). If the GPS or GPS Accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us the fair market value for its repair or replacement.

**6. Loss Damage Waiver; Prohibited Use of the Vehicle; Roadside Assistance.** LDW and PDW are not insurance, are optional, and may duplicate other coverage that you have. If you purchase LDW or PDW, we waive your responsibility for the portion of damage to or loss of the Vehicle that is stated on the Face Page. **PDW IS NOT AVAILABLE IF YOU PICK-UP YOUR RENTAL IN THE STATES OF CALIFORNIA, COLORADO, NEVADA, OREGON, or VIRGINIA.** We will not waive your responsibility, even though you purchased LDW or PDW, if you gave us false, fraudulent or misleading information prior to the rental or during the rental, and we would not have rented the Vehicle to you or extended the rental period, if we were given true information; or if you fail to notify us and the police of an accident, theft or vandalism involving the Vehicle, or if damage to or loss of the Vehicle is the result of a prohibited use, including damage or loss that: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by anyone under the influence of a drug or alcohol; (c) occurs while the Vehicle is used during the commission of a felony or other crime, other than a minor traffic violation; (d) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or while teaching anyone to drive; (e) results from carrying dangerous, hazardous, or illegal material; (f) results from use of the Vehicle outside the geographic area specified on the Face Page, or from use in Mexico; (g) is caused by driving on unpaved roads; (h) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (i) occurs when the odometer has been tampered with or disconnected; (j) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) is caused by carrying anything on the roof, trunk or hood of the Vehicle, or by inadequately secured cargo inside the Vehicle, or by an animal transported in the Vehicle; (l) occurs when the Vehicle is unlocked, or the keys or key fob are lost, stolen or left in the Vehicle when not operating it; (m) is caused, where applicable, by anyone who lacks experience operating a manual transmission; (n) results from failure to allow sufficient height or width clearance; (o) results from your willful, wanton or reckless act or misconduct; (p) results from fueling with a type of fuel improper for the specific Vehicle; or (q) results from driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages while not in a hands-free mode. In the event of a loss due to theft of the Vehicle, we will not waive your responsibility for the loss unless you return to us all the Vehicle keys or ignition devices we gave you at the time of rental.

**FOR RENTALS WITH PICK-UP LOCATIONS IN NEW YORK – NOTICE:** This contract offers, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this protection if you have rental vehicle collision coverage provided by your credit card or automobile insurance policy. Before deciding whether to purchase optional vehicle protection, you may wish to determine whether your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage.

You may void your purchase of LDW or PDW within 24 hours of purchase in person with the Vehicle at our office at no charge, **PROVIDED THAT**, the rental is for at least 2 days and you sign our cancellation form. We will not waive our right to collect from you for damage to or loss of the Vehicle if the damage or loss: (a) is caused intentionally or as a result of willful, wanton, or reckless conduct of the driver; (b) arises out of the driver's operation of the vehicle while intoxicated or impaired by the use of alcohol or drugs; (c) we entered into the rental transaction based on fraudulent or materially false information supplied by the renter or other Authorized Driver; (d) arises out of the use of the Vehicle while engaged in the commission of a crime other than a traffic infraction; (e) arises out of the use of the Vehicle to carry persons or property for hire, to push or tow anything, while engaged in a speed contest, operating off road, or for driver's training; (f) arises out of the use of the Vehicle by a person other than: an Authorized Driver; the renter's duly licensed parent, parent-in-law, or child over the age of 18 who permanently resides in the same household as the renter; or a parking valet or parking garage attendant for compensation and in the normal course of employment; (g) arises out of the use of the Vehicle outside of the continental United States, unless specifically authorized by this Agreement. We also will not waive our right to collect from you for damage to or loss of the Vehicle if an Authorized Driver fails to comply with the requirements for reporting damage or loss as required by New York Gen Bus. Law § 396-z(5).

**a. Lost or Damaged Keys or Key Fobs.** Even if you purchase LDW or PDW and do not violate the terms detailed in paragraph 6 above, you will be responsible for the following: a) a service fee for replacing the keys or key fob and delivering replacement keys or key fobs or towing the Vehicle to the nearest SIXT location if you lose the keys or key fob to the Vehicle; and b) a service fee for delivering replacement keys or key fob or towing the Vehicle to the nearest SIXT location if you lock the keys or key fob in the Vehicle and request assistance from SIXT, flat tire service, and jumpstarts.

**b. Roadside Assistance Protection.** Roadside assistance is available to all renters. In some cases, we may offer additional Roadside Assistance Protection. If you purchase the optional Roadside Assistance Protection, we will provide you with 24/7 breakdown assistance (where available) without additional charge. Roadside Assistance Protection includes replacement of lost keys or key fobs, flat tire service, jumpstart, and key lockout services. Cost of a replacement tire is not covered by Roadside Assistance Protection. If you do not purchase Roadside Assistance Protection, you may incur additional costs if we provide the services described above. When deciding whether to purchase Roadside Assistance Protection, you may wish to check whether you have other coverage for the services. **ROADSIDE ASSISTANCE PROTECTION IS NOT INSURANCE AND IS OPTIONAL. ROADSIDE ASSISTANCE PROTECTION IS VOID IF YOU ARE IN BREACH OF THIS AGREEMENT, INCLUDING THE PROHIBITED USES IN PARAGRAPH 6.**

**7. Insurance.** You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where state law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. **You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage.** To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by applicable law. The Policy applies only in the United States or Canada, and the Vehicle may not be taken into Mexico under any circumstances. Coverage under the Policy is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer. Giving the Vehicle to an unauthorized driver terminates our liability insurance coverage, if any. You grant us a limited power of attorney to present claims to your insurance carrier for damage to or loss of the Vehicle that occurs while you are responsible for the Vehicle.

**FOR RENTALS WITH PICK-UP LOCATIONS IN NEW YORK—**

**The purchase of an insurance product may be canceled at any time and any unearned premium will be refunded in accordance with applicable law. In order to cancel any insurance product you must come, in person, with the Vehicle to one of our branches and sign our cancellation form.**

**8. Emergency Sickness Protection ("ESP").** ESP provides a qualifying renter with coverage for medical expenses related to covered illness during the rental period as outlined in the ESP summary below and in a brochure available at the counter. In states where offered, ESP is available only to international renters, with valid non-U.S. Passports. ESP is available for a maximum of thirty (30) days.

**9. Charges and Costs.** You will pay us at or before the conclusion of this rental, or on demand, all charges due us under this Agreement, including the charges and fees shown on the Face Page and: (a) a mileage charge based on our experience if the odometer is tampered with; (b) any taxes, surcharges or other government-imposed fees that apply to the transaction; (c) all expenses we incur locating and recovering the Vehicle if you fail to return it, return it to a location or office other than the location or office identified by us, or if we elect to repossess the Vehicle under the terms of this Agreement; (d) all costs including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing or defending our rights under this Agreement; (g) a reasonable fee not to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented or if there is evidence of smoking or vaping in our Vehicle; and, (h) towing, impound, storage charges, forfeitures, court costs, penalties and all other costs we incur resulting from your use of the Vehicle during this rental. Special rental rates, vehicle category upgrades or any equipment or services provided to you free of charge only apply to the initially agreed upon rental period: If you return the Vehicle after the Due-In Date, you may be charged the standard rates for each day (or partial day) after the Due-In Date, which may be substantially higher than the rates for the initially agreed rental period. You also may be charged the standard fees for each day (or partial day) after the Due-In date for any equipment or services provided to you without charge for the initially agreed upon rental period. You will not receive a refund of prepaid amounts



if you return the Vehicle before the Due-In Date. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

**10. Deposit.** You permit us to reserve against your credit or debit card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than \$200, or the amount listed on the Face Page. For Vehicles in the executive or luxury categories you authorize us to reserve up to \$5,000 against your credit or debit card. We may use your deposit to pay any amounts owed to us under this Agreement. The deposit amount does not limit in any way the total amount owed to use under this Agreement. We will authorize the release of any excess Reserve upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately available.

**11. Your Property.** You release us, our agents and employees from all claims for loss of or damage to your personal property, including digital data or information from any mobile device that you link to any telematics device or system in the Vehicle, or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility. The Vehicle may be equipped with an infotainment system that permits you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. If you pair your device during the rental, you should unpair it and wipe all personal information from the Vehicle's systems before returning it.

**12. Breach of Agreement.** The acts listed in Paragraph 6 are prohibited uses of the Vehicle and breaches of this Agreement. **YOU WILL BREACH THIS AGREEMENT IF YOU ALLOW ANY PERSON OTHER THAN THE RENTER OR AN AUTHORIZED DRIVER TO OPERATE THE VEHICLE. IF AN UNAUTHORIZED DRIVER DAMAGES THE VEHICLE OR INJURES OTHERS, WE WILL HOLD YOU RESPONSIBLE FOR THE DAMAGE.** You waive all recourse against us for any criminal reports or prosecutions taken against you by law enforcement arising out of your breach of this Agreement.

**13. Modifications.** No term of this Agreement can be waived or modified except by a writing signed by one of our expressly authorized representatives. SIXT counter representatives are not authorized to waive or change any term of this Agreement. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment from us by the Due-In Date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

**14. Severability.** If any provision of this Agreement is determined to be unlawful, contrary to public policy, void or unenforceable, all remaining provisions shall continue in full force and effect. This provision does not apply in New Jersey. To the extent that New Jersey law is applicable to this Agreement, this Agreement will be construed in accordance with New Jersey law.

**15. Waiver.** A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. **TO THE EXTENT PERMITTED BY LAW, YOU RELEASE US FROM ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS RENTAL OR THE RESERVATION OF A VEHICLE.**

The limitation regarding recovery of consequential, special, or punitive damages is not applicable to claims in New Jersey based upon personal injuries that result from the negligent, reckless, or intentional acts of SIXT, do not release us from any implied warranty of fitness applicable under New Jersey law, and do not apply to violations of the New Jersey Consumer Fraud Act.

**16. Arbitration Agreement and Class Action Waiver.** YOU AND SIXT EACH WAIVE THEIR RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION PURSUANT TO THE FOLLOWING TERMS. YOU AND SIXT AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR OUR PRODUCTS AND SERVICES, CHARGES, ADVERTISEMENTS, OR RENTAL VEHICLES INCLUDING WITHOUT LIMITATION CLAIMS BASED ON CONTRACT, TORT (INCLUDING INTENTIONAL TORTS), FRAUD, AGENCY, NEGLIGENCE, STATUTORY OR REGULATORY PROVISIONS OR ANY OTHER SOURCE OF LAW. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE AUTHORITY TO RESOLVE ANY AND ALL DISPUTES RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. YOU AND SIXT AGREE THAT NO CLAIMS WILL BE ASSERTED IN ANY REPRESENTATIVE CAPACITY ON A CLASS-WIDE OR COLLECTIVE BASIS, THAT NO ARBITRATION FORUM WILL HAVE JURISDICTION TO DECIDE ANY CLAIMS ON A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT NO RULES FOR CLASS-WIDE OR COLLECTIVE ARBITRATION WILL APPLY.

The parties agree, however, that either party may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action. The parties also agree that claims involving a third party insurance company separately providing coverage to you, personal injury claims, or claims relating to the application of your financial responsibility relating to the use or operation of Vehicle, may be brought in a court with valid jurisdiction.

**17. Dispute Resolution Procedure.** Before asserting a claim in any proceeding, you and SIXT agree that either party shall give the other party written notice of the claim to be asserted thirty (30) days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against SIXT, you must send the written notice of the claim to Attention: Corporate Creations International Inc., 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410. If SIXT is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED PRIOR TO ANY LEGAL PROCEEDING MAY BE USED IN ANY PROCEEDING INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF) AND SHALL REMAIN CONFIDENTIAL BETWEEN YOU AND SIXT.

If you and SIXT do not resolve the claim within thirty (30) days after the above described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA's Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by this Agreement, however, a single arbitrator will be selected according to AAA's Consumer Arbitration Rules. The AAA rules can be found at [www.adr.org](http://www.adr.org).

This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate claims, or adjudicate joined and consolidated claims. The parties agree that the arbitrator's decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act.

If you are an individual, in the event that (1) your claim is less than \$10,000, and (2) you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SIXT will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. You are responsible for all other costs/fees that you incur in arbitration (e.g. fees for attorneys, expert witnesses, etc.).

If any portion of this "Dispute Resolution Procedure" section or the "Arbitration Agreement and Class Action Waiver" section are deemed to be invalid or unenforceable or is found not to apply to a claim, the remainder of this "Dispute Resolution Procedure" section and the "Arbitration Agreement and Class Action Waiver" section remain in full force and effect. However, if the "Arbitration Agreement and Class Action Waiver" section is deemed unenforceable, any class action claim(s) must proceed in a court of competent jurisdiction.

**18. Personal Information.** The information that you provide to us is stored and used to the fullest extent permitted by law. You agree that we may, and authorize us to, provide personal information in our possession about you and other Authorized Drivers (including driver's name, address, cellular/mobile and other phone numbers, driver's license and/or credit/debit card information) to applicable authorities or other third parties in connection with our enforcement of our rights under this Agreement and for other legitimate business purposes, including disclosure to our affiliates or other third parties that conduct services on our behalf. You also consent to us or our representatives contacting you. Questions regarding privacy should be directed to: Personal Data, SIXT Rent a Car, LLC, PO Box 8188, Fort Lauderdale, Florida 33310-0967.

SUMMARY OF THE NATIONAL CASUALTY COMPANY  
SUPPLEMENTAL LIABILITY INSURANCE POLICY

THE SUMMARY IS WRITTEN BY NATIONAL CASUALTY COMPANY

Supplemental Liability Insurance (SLI) by: National Casualty Company, Home Office: Madison, Wisconsin Administrative Office: 8877 North Gainey Center Drive, Scottsdale, Arizona 85258, 1-800-423-7675 • Fax (480) 483-6752. In the event of an accident: Contact the Police immediately

Fill out the Rental Vehicle Accident Report

Fax all the documents to the

Scottsdale Insurance Group Home Office Claims: 480-483-6752

If serious injury/fatality call 800-423-7675

This coverage may duplicate other coverage already available to you under other insurance available to you. The purchase of this insurance is not required to rent a vehicle.

Supplemental Liability Insurance (SLI) protects you against claims made by a third party for "bodily injury" and/or property damage sustained as a result of an accident while you are operating a "rental vehicle."

This coverage is excess over the minimum Financial Responsibility Limits.

Supplemental Liability Insurance (SLI) does not cover all situations that may arise while operating a "rental vehicle." This policy summary is only a condensed version of the entire Supplemental Liability Excess Policy.

A complete copy of the Supplemental Liability Excess Policy is available for your review from your rental agent.

Throughout this Policy, the words "we," "us" and "our" refer to the company named in the Declarations. In addition, certain words or phrases that appear in quotation marks have special meaning. Refer to the Supplemental Liability Excess Policy for a complete list of definitions.

## SECTION I—EXCESS LIABILITY COVERAGE

**Coverage** We will pay the "ultimate net loss," in excess of the "minimum financial responsibility liability limits," to which this coverage applies, provided that:

- It results from an "accident" involving a "rental vehicle";
- The "accident" occurs while the "rental agreement" is in effect and the "rental agreement" becomes effective during the policy period; and
- "Excess rental liability insurance" has been elected by the "renter" at the origin of the "rental agreement."

**Who Is An Insured** Only the following are "insureds" under this excess policy:

- The "policyholder" shown in the Declarations.
- The "renter" who has:
  - o Entered into a "rental agreement" with the "policyholder" shown in the Declarations; and
  - o Elected under the "rental agreement" to purchase optional "excess rental liability insurance."
- Additional "authorized drivers" as defined herein.

### **Who Is An Authorized Driver**

- Only the following are "authorized drivers" under this excess policy:
  - o A driver whose name is listed on the original "rental agreement"; or
  - o A driver designated by description, if any, in the "rental agreement."
- Any driver who does not meet one of the conditions above is not an "authorized driver," even if:
  - o That driver had the permission of an "insured"; or
  - o That driver is covered by the "underlying insurer" for the "minimum financial responsibility liability limits."

## Limit Of Insurance

Regardless of the number of “insureds,” “rental vehicles,” premiums paid, claims made or vehicles involved in the “accident,” for each “rental agreement” the most we will pay for the “ultimate net loss,” resulting from any one “accident,” is the difference between the dollar amount shown in the Declarations and the “minimum financial responsibility liability limits.”

**Exclusions** This insurance does not apply to any of the following:

- “Bodily injury” or “property damage” arising out of the use, or permitting the use, of a “rental vehicle”:
  - o By any driver other than the “renter” or an “authorized driver”;
  - o By any driver while under the influence of drugs or alcohol;
  - o For any illegal purpose;
  - o To carry persons or property for hire;
  - o To tow or propel any other auto;
  - o In any race, contest or training activity;
  - o Off-road or on unpaved roads that are not regularly maintained; or
  - o By any violation of the “rental agreement.”
- Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law; or any similar law, in any jurisdiction.
- “Bodily injury” to “renter” or any “family member,” if such “family member” resides in the same household with the “renter” and any “authorized driver” while driving the “rental vehicle.”
- “Property damage” to the “rental vehicle.”
- “Bodily injury” or “property damage” expected or intended from the standpoint of the “insured.”

## SECTION II—CONDITIONS

### Loss Conditions

#### Duties In The Event Of Accident, Claim Or Suit

- In the event of “accident,” claim or “suit” that is likely to involve this Policy, the “policyholder” or the “insured” must give us or our authorized representative prompt notice of the “accident.” Include:
  - o How, when and where the “accident” occurred;
  - o The “insured’s” name and address; and
  - o To the extent possible, the names and addresses of any injured persons and witnesses.

**Legal Action Against Us** No one may bring a legal action against us under this Policy until:

- There has been full compliance with all the terms of this Policy.

**Appeals** If an “insured” or “underlying insurer” elects not to appeal judgments in excess of the “minimum financial responsibility liability limits,” we may elect to appeal such judgments at our own expense, but in no event shall our liability for the “ultimate net loss” exceed the Limit Of Insurance plus expenses incurred in such an appeal.

#### Transfer Of Rights Of Recovery Against Others To Us

- If any person or organization to or for whom we make payment under this Policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” to impair them.

## General Conditions

### Attachment of Liability

- Liability under this Policy shall not attach until the “minimum financial responsibility liability limits” have been exhausted by payment of judgments or settlements and the “insured” has become legally obligated to pay the “ultimate net loss” in excess of such “minimum financial responsibility liability limits.”

### Coverage Territory

- The coverage territory is as stated in the “rental agreement” and is further limited to:
  - o The United States of America;
  - o The territories and possessions of the United States of America;
  - o Puerto Rico; and
  - o Canada.

## SECTION III—DEFINITIONS

- “Bodily injury” means bodily injury, sickness or disease sustained by a person including death resulting from these.
- “Insured” means any person qualifying as an “insured” in WHO IS AN INSURED (SECTION I).
- “Minimum financial responsibility liability limits” means the minimum limits specified by a compulsory or financial responsibility law of the applicable jurisdiction.
- “Rental agreement” means any written agreement, stating a period of less than one year, entered into setting forth the terms and conditions governing the use of a vehicle provided by the rental car company.
- “Rental vehicle” means the “auto” rented or leased by the “renter” from the “policyholder” and described in the “rental agreement.”
- “Renter” means any person obtaining the use of an “auto” from the “policyholder” (rental car company or its franchisee) under the terms of a “rental agreement.”
- “Ultimate net loss” means all sums for which an “insured” becomes legally obligated to pay, as damages for “bodily injury” and “property damage” combined. “Ultimate net loss” will be reduced by deduction for all salvage or recoveries which have been or will be paid.
- “Underlying insurer” means the insurance company or the certified self-insurer who provides the “minimum financial responsibility liability limits.”

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**Personal Accident Insurance (PAI)** underwritten by ACE USA, with its Executive Offices at 436 Walnut St, Philadelphia, PA 19106. For further information please read the PAI policy available for you at any SIXT counter. The policy is underwritten by ACE USA.

EMERGENCY SICKNESS PROTECTION  
THE SUMMARY IS WRITTEN BY HEALTH SPECIAL RISK

### **What is it?**

ESP is available only to Canadian renters and renters who possess a valid non-U.S. passport at the time of rental. It provides certain medical benefits for some sicknesses that occur during rental periods of thirty days or less.

ESP also covers individuals traveling with the renter if they are Canadian or if they possess a valid non-U.S. passport at the time of rental. In the event of a claim by a person other than the renter, written proof (such as travel itineraries prepared by a travel agent) must be provided to document that the person was a member of the renter's traveling party.

### **What's Covered?**

ESP provides a total maximum of \$10,000 for all medical expense benefits\* for a covered sickness, including:

- Medical or surgical treatment;
- Hospital services, supplies, X-ray and laboratory fees;
- Local ambulance;
- Visits to a physician's office; and
- Dental expenses including dental X-rays.
- Maximum for dental treatment (sickness only) \$2,500. There is a \$100 deductible per covered sickness.

### **Exclusions**

All exclusions, terms and conditions are stated in the policy. The following highlights some of the exclusions that would preclude coverage:

- Losses resulting from any illness, disease or other condition for which symptoms began or treatment was received during the twelve months prior to the beginning of the rental period;
- Any treatment, services or supplies received by the Insured that are incurred or received while he or she is in his or her home country;
- Losses resulting from accidental injury. Injury means accidental bodily harm sustained by an injury that results directly and independently from all other causes from an accident;
- Expenses for eyeglasses, contact lenses or hearing aids;
- Treatment of hernia, cardiac disease or conditions, pathological fractures, mental disorder or psychological or psychiatric care or treatment;
- Pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions

### **How To File A Claim For ESP:**

Health Special Risk  
HSR Plaza  
4001 N. Josey Lane  
Carrollton, TX 75007  
Attn: Claims Department  
1-800-328-1114, Option 1



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