

Europcar Iceland – Car Rental Terms & Conditions.

Version number 0517

Age and driving license:

- 1) The lessee/driver of a passenger car or a jeep has to be at least 20 years old and driver license held for at least one year.
- 2) The lessee/driver of a luxury car has to be at least 25 years old and driver license held for at least one year.
- 3) The lessee/driver of a bigger vehicles which according to law at any given time requires extended driver license shall present appropriate license at the start of rental.

Method of payment:

- 4) Lessee's valid credit card required. Visa & MasterCard credit cards accepted. A credit card imprint will be taken at the start of all rentals for security reasons, even when a voucher covers the cost of the rental. This credit card imprint may be used to pay all extracharges, including extra km, extra insurance, parking tickets, damages, tank re-fill or any cost due to the use of the rented vehicle.

Obligations of the lessee:

- 5) The lessee agrees to the provisions of the lease and has received a copy of it.
- 6) The lessee will return the vehicle:
 - a) With all attachments, including tires, tools, documents, maps and other items that were in or on the vehicle at the start of rental, in the same condition as upon reception, except for normal wear and tear from use. If something is missing the lessee agrees that the cost price of individual items that are absent when the vehicle is returned will be charged to his or her credit card. The same applies if extra parts that came with the vehicle are missing upon the vehicle's return or if returned in an unsatisfactory condition, i.e. these items will be charged to the lessee's credit card.
 - b) On the date and time specified by the lease, unless otherwise agreed later.
- 7) If the lessee violates the terms of this contract or does not return the automobile at the time agreed according to lease, or does not declare his intention to extend the lease, the lessor or the police are authorized to repossess the vehicle without further notice and at the lessee's cost. Extending the lease is dependent on the consent of the lessor. If the lessee returns the vehicle 1 hour or later after the lease has expired, the lessor is authorized to demand up to 24-hours rental under the terms of the lease. For every day that begins thereafter, lessor may collect all charges as per the lessor's pricelist.
- 8) Driving rental cars on roads or tracks with no road number is forbidden. Passenger cars and 2wd vehicles are strictly forbidden on roads that are marked with an F on public maps, as well as driving Kjölur (road 35) or Kaldidalur (road 550). Driving on F-roads is only allowed on 4X4 (four-wheel drive) jeeps that the lessor agrees as appropriate for being driven on such roads. A breach of this article authorizes lessor to collect fines from the lessee, equaling the amount of own-risk as stated in lessors pricelist at any given time. The aforementioned provision on fines does not affect the lessee's liability regarding damage. It is the lessee's responsibility to obtain information on road conditions while travelling as well as weather forecasts and general warnings.
- 9) The vehicle shall be handled and driven carefully. Only those named as drivers on the first page of the agreement are authorized to drive the automobile. If lessee drops off the vehicle at different location than stated in this rental agreement the lessor is allowed to charge lessee according to the lessor's pricelist for the cost caused from fetching the vehicle. If the vehicle is not returned with a full fuel tank lessor is authorized to charge the lessee for refueling the vehicle according to the lessor's pricelist. The lessee is liable for damage resulting from use of the automobile for which no compensation will be paid by the insurance company. This includes damages to the automobile and/or injury to passengers due to the following:
 - a) Off-road driving, for example, in paths and tracks, on beaches, in areas only accessible during low tide, or in other trackless areas.
 - b) Vehicle use that contravenes Icelandic law and/or the provisions of the lease or driving under the influence of any intoxicants.
 - c) Driving in or across rivers or any kind of waterways. Such driving is totally the responsibility of the lessee.
 - d) Driving in banks of snow and ice.
- 10) In the event of a collision or accident the lessee shall immediately notify the incident to the lessor, the appropriate police authorities, or firm that takes care of making accident statements. It is the lessee's sole responsibility that such statement is made in all cases of collision or accident.
- 11) The number of kilometers (km) that the vehicle is driven while the lease is in force is determined by reading a normal odometer supplied with the vehicle by the manufacturer. The lessee shall notify the lessor as soon as possible if the odometer is out of order or stops functioning during the term of the lease.
- 12) The lessor is not responsible for the disappearance of or damage to property that the lessee or any other party leaves in or transports with the vehicle.
- 13) The lessee agrees to pay the lessor, upon request:

- a) a deposit amounting to the estimated cost of hiring the car.
- b) any and all expenses incurred by the lessor if he has to bring the vehicle back to his premises, in the event that it has been left somewhere without supervision, without regard to condition of the vehicle, the roads or the weather. In same manner the lessee is responsible for all cost due to transport of the vehicle in case of damage caused by the lessee. 14) The lessee is not authorized to have repairs done or make changes to the vehicle or its accessories, or to put the vehicle up as any kind of security, without the prior consent of the lessor.
- 15) The lessee is liable for all parking meter charges and fines for breaking traffic laws.
- 16) The lessor reserves the right to collect a charge from the lessee, charged against his or her credit card, according to lessors pricelist, lessor has to pay fines for the lessee and/or inform the authorities about the lessee because of traffic violations.
- 17) The lessee is not authorized to use the vehicle to transport passengers for payment, lend it to others, or sublease it.
- 18) If the lessee ignores the lessor's notifications to bring the car in for oil change, service inspection or mandatory vehicle inspection the lessor is permitted to collect a negligence charge according to Höldur's rates.
- 19) If the rental ends before the agreed time as per the agreement the lessor is allowed to collect the full balance of the rental agreement.

Obligations of the Lessor:

- 20) The lessor undertakes to supply the vehicle at the agreed time and see to that it meets the demands made for it.
- 21) If the vehicle malfunctions, the lessor shall supply the lessee with a comparable vehicle as soon as possible. If the damage is minor, the lessee is authorized to have repairs done on the vehicle after obtaining the lessors consent.
- 22) The lessor shall inform the lessee of the content of the agreement particularly as regards the obligations that the lessee undertakes by signing it.
- 23) The lessor shall inform the foreign lessee regarding Icelandic traffic regulations, traffic signs, and regulations banning off-road driving. The lessor shall particularly point out the dangers stemming from animals on the roads.
- 24) If the lessor wants to limit the use of the vehicle with regard to its equipment and/or conditions, this shall be done in writing when the lease is signed. The lessor undertakes to maintain valid liability insurance for his business operations.

Insurance:

- 25) The lease sum/rental fee includes mandatory vehicle insurance, including liability insurance and accident insurance for the driver and passengers.
 - 26) Third-party liability insurance will consist of the amount stipulated by Icelandic law at any given time.
 - 27) The lessee can purchase separate accident (CDW) insurance. This policy will specify the amount deductible in each instance of loss.
 - 28) Each own-risk only applies to one incident. In instances of more damage that obviously did not occur at one and the same time, each own-risk CDW applies to only one incident.
 - 29) This Collision Damage Waiver - CDW does **not** cover:
 - a) Intentional damage or damage due to gross negligence on the part of the driver.
 - b) Damage resulting from the driver being under the influence of alcohol, stimulants or sedatives, or in any other way incapable of driving the vehicle in safe manner.
 - c) Damage due to race or test driving.
 - d) Damage due to war, revolution, civil unrest, or riots.
 - e) Damage done by animals.
 - f) Holes burned into seats, carpets, or mats.
 - g) Damage affecting only wheels, tires, suspension, batteries, glass (other than windows), radios, or loss by theft of parts of the vehicle and damage resulting from this.
 - h) Damage caused by driving on rough roads to the vehicles transmission, drive, other parts that are in or attached to the chassis; damage to the chassis resulting from scraping the bottom on rough roads as a result of ridges being left by the road graders; stones lodged in the road surface or on the shoulder of the road. The same applies to damage occurring when stones are thrown up, striking the underside of the vehicle during driving.
 - i) Damages resulting from driving in places where vehicle traffic is banned, such as paths, tracks, banks of snow, ice, un bridged rivers or streams, beaches, places only accessible at low tide, or other trackless areas.
 - j) Damages caused by sand, gravel, ash, pumice, or other kinds of earth material being blown onto the vehicle, only SADW (Sand and Ash Damage Waiver) covers such damage – please refer to General provisions.
 - k) If the vehicle is transported by sea, no compensation will be paid for damage caused by sea spray/seawater.
 - l) Damages to passenger cars and/or 2wd vehicles caused by driving on roads marked with an F in public maps as well as driving on Kjölur (Road 35) or Kaldidalur (road 550)
 - m) Lessors loss because of the vehicle being stolen.
 - n) Water damage to the vehicle.
- In other instances, reference is made to the general provisions for accident/all-risks insurance.

General provisions:

30) Insurance: Third party liability insurance shall be equivalent to the amount stipulated by Icelandic law each time. The lessee is totally responsible for any and all damage to the car. By purchasing Collision Damage Waiver (CDW) the lessee can insure himself against the disbursement of the driver liability; the amount of the own-risk fee is according to lessors pricelist at given time and is also stated on the front side of this rental agreement. If lessee has already purchased CDW insurance he/she is able to purchase Super Collision Damage Waiver (SCDW) insurance and by doing so further lower the own-risk. Sand & Ash Damage Waiver (SADW) covers damage caused by sand or ash storm. Self risk of additional insurances is stated in lessors pricelist.

31) However, no insurance covers damages to the underside of the rented vehicle or damages due to driving through rivers or any kind of waterfall. CDW, SCDW & SADW do not cover such damages. Such damages are always the lessee's full responsibility. Please see more about insurance in the articles here above.

General terms:

32) The Lessee confirms with his or her signature to this rental agreement that he or she received the vehicle and attachments in sound condition.

33) Signing this rental agreement is equal to lessee's signature for a credit card transaction due to payments of charges which lessor charges to lessee's credit card and is rightfully claimed by lessor according to provisions of this rental agreement.

34) This rental agreement shall always be in the vehicle while at the responsibility of the lessee.

35) Additions and amendments to the conditions and provisions of this lease agreement shall be made in writing.

36) Icelandic law applies to agreements made on the basis of terms stated above. This includes any claims for compensation that might be made. This applies both to the basis for and the calculation of compensation. The same applies to claims for damage based on liability outside this agreement. If legal disputes arise concerning the lease agreement, they will be heard before the lessors legal venue.

37) It should be pointed out that disputes between the parties to the lease agreement can be submitted to the Arbitration committee of the Icelandic Consumer's Association and the Icelandic Travel Industry Association.