

Europcar Jamaica

Vehicle Rental Terms and Conditions

Table of Contents

1.0 GENERAL INFORMATION	2
1.1 Reservations	2
1.2 Office Operation Hours	
1.3 Age	
1.4 Driver's License	
1.5 Deposit	3
1.6 Credit Cards Accepted	3
1.7 Mandatory Taxes, Surcharges & Fees	3
2.0 HOTEL DELIVERY & COLLECTION	3
3.0 NO SHOW POLICY	4
4.0 LATE RETURN	4
5.0 OUT OF HOURS AND FLIGHT INFORMATION	4
6.0 LIABILITY WAIVERS, COVERAGES AND EXCESS	5
6.1 CDW: Collision Damage Waiver	6
6.2 THW: Theft Waiver	8
6.3 TPL: Third Party Liability Insurance	9
6.4 SCDW: Super Collision Damage Waiver	10
6.5 STHW: Super Theft Damage Waiver	11
6.6 WWI: Glass, Lights and Tire Protection	11
7.0 LEGAL FEES & TRAFFIC TICKETS	12
8.0 ADDITIONAL FEES	13
9.0 ADDITIONAL DRIVER COVER	13
10.0 ANCILLARIES	13
10.1 GPS / Navigation System	13
10.2 Child and Infant Seats	13
10.3 Fuel Service Option	14
11.0 LOST ITEMS	14

1.0 GENERAL INFORMATION

Thank you for choosing Europear as your car rental company during your visit to Jamaica.

The contractual relationship between you and Europear Jamaica is governed by the Rental Agreement with the specific terms and conditions that you sign at the moment of the check-out and the booking confirmation.

These are the General Conditions to rent a car with Europear Jamaica.

1.1 Reservations

All reservations are processed through our Reservations Department.

Reservation Office hours (LOCAL TIME EST):

Every day from 09:00 to 18:00

Telephone number: (876) 979-3584

Email: ecim reservations@flowja.com

Customer Service: ecjm_customersupport@flowja.com

1.2 Office Operation Hours

Sangster International Airport Rental Station:

Open every day from 0800H to 2200H

The car rental station is located in the Ground Transportation Hall of the Arrivals Terminal.

1.3 <u>Age</u>

The minimum age to rent with Europear Jamaica is 21 years old and the maximum age is 85 years old. There is a charge for young drivers (age 21-24) and senior drivers (age 76-85):

- Young driver surcharge (age 21-24): 5 USD per day
- Senior Driver surcharge (76-85): 5 USD per day

1.4 Driver's License

Europear Jamaica accepts all valid Driving License held for at least one year for all car groups. Authorized copies of Driver's Licenses are **Not** accepted.

1.5 Deposit

There is a mandatory deposit of USD1000 with each rental. This does not represent your extent of liability to the vehicle. Debit cards and Cash are not accepted for deposit.

1.6 Credit Cards Accepted

Europear Jamaica accepts all major brands (Visa, Master Card, American Express, Discover). The following are our policies as it relates to credit cards:

- The credit card must be valid up to a date no less than one month after the expected vehicle check in date.
- The credit card holder must be present at the time of rental and will be required to present valid identification (driver's licence, passport).

1.7 Mandatory Taxes, Surcharges & Fees

There are mandatory charges which are applied to each rental and are calculated as follows:

- Local Government Tax (GCT): 16.5% of total charges
- Airport Surcharge: 13% of Base Rate (time and mileage rate)
- Licencing Fee: USD \$1.85 per rental day

2.0 HOTEL DELIVERY & COLLECTION

This service is available, see chart below.

HOTEL DELIVERY & COLLECTION CHARGES		
LOCATION	CHARGE	
St. James (Montego Bay)	\$20	
Lucea	\$30	
Negril	\$40	
Trelawny	\$30	
St. Ann (Runnaway Bay)	\$40	

3.0 NO SHOW POLICY

A No-Show is considered when:

- A passenger with a confirmed non-prepaid reservation does not show up to one hour after the time stated in the reservation document (unless amended <u>IN WRITING</u> by the customer himself or the agency, at least 24 hours prior to his arrival).
- A passenger with a confirmed prepaid reservation (prepaid received in Jamaica before customer arrives) does not show during the regular operation hours of the station and for the day the booking was made for (unless amended **IN WRITING** by the customer himself or the agency, at least 24 hours prior to his arrival).
- When the Customer is not registered in the Hotel or place that the Agency has indicated for vehicle delivery (information will be verified with the Agency prior to delivery departure)

In all of these cases a No Show Fee will be charged. If you fail to collect the vehicle in due time, a fee of \$95 USD or the full rental amount if value is lower will be charged.

Cancellation is free of charge up to the time if pickup for *Pay on Arrival* bookings. Cancellation is free of charge up to 48 hours before the rental start date for *Prepaid* bookings. After 48hrs a fee of \$50 USD will apply.

4.0 LATE RETURN

Europear Jamaica also grants a grace period of 1 hour for vehicle return after the time specified in the rental agreement. After this time, a charge of \$ 30 USD late return fee will apply plus the charge of one full additional day's rental. If customer wishes to drop off the vehicle at a later time than specified in the contract, the station must be informed at least 24hours in advance.

5.0 OUT OF HOURS AND FLIGHT INFORMATION

All bookings will be attended normally within office operating hours. If a flight is delayed past the station's operating hours, Europear's representative will wait for a maximum of two (2) hours after normal closing time, *if and only if* the flight information has been provided with the booking. If the flight is or becomes delayed for more than two hours after the station's regular closing time, or if the passenger takes more than two hours to exit the terminal, the customer will be responsible to call our offices the next day, to arrange car delivery.

Out of hours deliveries and collections in stations may be requested prior to date, at an extra charge of USD \$20.

6.0 LIABILITY WAIVERS, COVERAGES AND EXCESS

The following is Europear Jamaica's policy regarding Liability Waivers and Excess.

- 1. The Renter will be held responsible for returning the vehicle in the same condition in which it was received and is therefore liable up to the full value of the vehicle.
- 2. The Renter's Liability can be reduced by the purchase of Liability Waivers. Theft and Collision are two separate incidents and therefore carry two separate waivers. *The basic coverage of Collision Damage Waiver (CDW) is mandatory for all rentals.*
- 3. All Waivers carry an Excess. The Excess amount represents the amount of the Renter's Liability. *The Renter is covered in excess of that amount*.
- 4. Europear Jamaica <u>Does Not</u> offer Zero Excess.
- 5. The Company does not accept Liability waivers purchased through third party companies (.coms). Rental Vehicle Insurance provided by Allstate, AAA, and other insurance companies are not applicable to vehicle rental in the territory of Jamaica.
- 6. Some credit card companies offer Car Rental Insurance to their elite customers. In some instances Europear Jamaica will accept this in lieu of liability waivers. *To be accepted, the Renter must demonstrate sufficient proof of applicable coverage.* Proof must be provided <u>in writing</u>, in the form of a Proof of Coverage Letter issued by the card holder's bank and must mention: the specific type of card covered, the max amount of the coverage, the maximum rental duration of the coverage, and must specify that coverage is applicable in Jamaica.
 - a. It is the Renter's responsibility to provide proof of coverage.
 - b. In order to use the coverage provided with a credit card, all charges associated with the rental (including deposits) must be placed on that same card. Partial payments with cash or another card is not allowed even if the other card also has coverage. Also, the credit card holder must be named on the Rental Agreement.
 - c. If by using the coverage provided by the credit card, the Renter declines the purchase of the Liability Waiver, he/she will still be liable for the full value of the vehicle and must settle all charges with Europear Jamaica and claim back from their card issuer or underwriter. *Credit card insurance is not accepted for vehicle categories: IFAR / IWAR / FVAR*

6.1 CDW: Collision Damage Waiver

The Daily Price of this Package depends on the Category that you booked:

CATEGORY	PRICE PER DAY	EXCESS
EDAR / CDAR / IDAR	\$12	\$1,200
IFAR / IWAR /FVAR	\$14	\$1,800

This Package does not include coverage for Windscreens, Lights, Mirrors or Tires.

- Our collision damage protection product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product and comply with the applicable road traffic laws and rental terms and conditions, then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can reduce the Excess amount by purchasing our premium collision damage protection product (SCDW) instead of the standard collision damage protection offering.
- This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

What does this protect me against?

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- The cost of damage to or repair of the Vehicle or its book value if it is not repairable and must be written off; and
- Our Loss of Use of the Vehicle whilst it is being repaired and / or written off; and in circumstances where:
- You collide with a fixed or moving object; or
- The Vehicle is subject to an act of vandalism which is not caused by negligence of the driver (please refer to the Common Negligence examples below)
- Natural Catastrophes: you will be covered for the consequences of event qualifying as natural catastrophes as defined under JAMAICA'S law. An excess, which is determined by Decree, will still be payable by the renter.

What is excluded from the protection?

- Loss or damage to your own property that is being transported or kept in or on the Vehicle during the rental period.
- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
 - by the willful acts of the driver; or
 - by an explosion or fire in (or to) the Vehicle because you were using it to transport dangerous goods (dangerous goods being any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle); or
 - By its total or partial theft or an act of vandalism whilst the Vehicle is left parked unattended.
 - Because the keys are lost or stolen
 - By your negligence (which is behavior that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers

COMMON NEGLIGENCE examples (but are not limited to) include:

- *Improper advances, which cause collisions or vehicle to flip over.*
- Running through red lights, or not obeying traffic signs, which may result in collision or vehicle flip over.
- Driving at a higher speed than what is established by Law for the particular road the vehicle is on.
- Driving under the influence of alcohol or drug consumption.
- Driving through rivers.
- Leaving keys in car doors or on the ignition while vehicle is unattended, leaving doors open or unlocked during absence.
- When the vehicle is parked in a "no parking" zone or in a place where theft or damage of the vehicle is fomented.

What is the amount of my financial exposure?

If during your rental the Vehicle is damaged and you have not purchased this protection you will have to pay for the total cost of the damage as well as compensation due its immobilization. However, if you added this cover to your rental agreement and complied with our Rental Terms and Conditions and the applicable law and road traffic regulations, then the maximum you can be charged by us is the Excess amount in case of any damage (excluding lights, tires, windscreen and excluding damages made due to common negligence).

Is CDW mandatory in Jamaica?

CDW cover is required when the customer cannot present written valid proof or evidence of credit card CDW protection in Jamaica. We strongly recommend our customers to purchase Europear Jamaica's basic protection CDW in order to enjoy their trip without the worry.

Please be aware of the following:

- If you elect to be covered by your card's insurance and decline Europear's protections, the guarantee deposits will range from \$2,000 to \$3,000, depending on the vehicle category, plus rental estimate and extras. This is because Europear Jamaica needs to be sure that there is enough credit to assume full responsibility for any damages caused to the vehicle.
- The extent of coverage provided by credit card companies varies and is usually subject to certain restrictions, in particular concerning the maximum length of rental and the type of vehicle which can be covered. These "covers" are usually only for collision protection and are generally very specific to the area you are traveling to, for example (Latin America, Europe, Asia, etc.), to the type of vehicle reserved and to the roads the vehicle is driven upon.

6.2 THW: Theft Waiver

The Daily Price of this Package depends on the Category that you booked. Theft protection can only be added to a collision package and reduces the overall Excess.

CATEGORY	PRICE PER	EXCESS
	DAY	
EDAR / CDAR / IDAR	\$10	\$800
IFAR / IWAR /FVAR	\$12	\$1,500

• Our theft protection product limits your financial exposure for loss of the Vehicle if it is stolen. If you have purchased this product and you have complied with the Rental Terms and Conditions, you will not be liable for the costs arising from the theft in excess of the Excess amount. You can reduce the Excess amount by purchasing our premium theft protection product (THW).

What am I protected against?

• In addition to the protection provided with the collision package you have purchased, this product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- The Theft of the vehicle not caused by an act of common negligence (see common negligence examples)
- The cost of damage or repair of the Vehicle (if it is recovered);
- Our Loss of Use in the Vehicle whilst it is being repaired

What is excluded from the protection?

The product will not protect you in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorized person; any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle
- Tires, lights, mirrors and windscreen

What must I do to benefit from the cover?

You must:

- Purchase the product
- Comply with the rental terms and conditions
- Notify the local police of any incident or event immediately and provide us with the police report or evidence that the theft has been notified to the police
- Return the keys

What is the amount of my financial exposure?

- If during your rental the Vehicle is stolen and you have not purchased this protection product, then you will be liable for the full cost of the damage to the Vehicle (if the Vehicle is recovered) or for the full Book value of the Vehicle if it is not recovered as well as the total amount due in the rental agreement.
- With the theft protection, the maximum you will be charged by us is the Excess amount (if and only if you have complied with the Local Rental terms and conditions).

6.3 TPL: Third Party Liability Insurance

We are mandated by the laws of JAMAICA to insure our Vehicles against liability for the claims or actions of Third Parties. A basic Third Party Liability is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required by JAMAICA's Government for the consequences others may suffer as a direct result of your actions whilst you are driving the Vehicle.

What am I covered for?

As provided by law, you will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

• Bodily injury or death suffered by Third Parties

What is excluded from the cover?

Third Party Liability insurance does not cover:

- Bodily injury or death that you (the driver at the time of the collision) may suffer; or
- Any damage to or loss of your personal property or possessions; or
- Any damage caused to the Rented Vehicle

What is the amount of my financial exposure for Third Party Liability?

You will be covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause whilst you are driving the Rented Vehicle up to the level legally required.

How to notify us?

• In circumstances involving Third Parties it is important that you do your utmost to properly complete and sign our Accident Report form as well as hand in the traffic ticket and our insurers report (given at the accident site), which gives us all relevant details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident). The Accident Report form should be transmitted to us within 5 working days of the incident or as soon as you reasonably can in the circumstances. All incidences which involve a third party must be reported to the local police.

6.4 SCDW: Super Collision Damage Waiver

This protection offers the same coverage as the CDW terms in the Basic Package page, but with REDUCED excess.

The cost per day is dependent on the category booked. See below table.

CATEGORY	PRICE PER DAY	EXCESS
EDAR / CDAR / IDAR	\$18	\$750
IFAR / IWAR /FVAR	\$20	\$1,000

6.5 STHW: Super Theft Damage Waiver

This protection offers the same coverage as the THW terms in the Basic Package page, but with REDUCED excess.

The cost per day is dependent on the category booked. See below table.

CATEGORY	PRICE PER DAY	EXCESS
EDAR / CDAR / IDAR	\$16	\$400
IFAR / IWAR /FVAR	\$18	\$750

6.6 WWI: Glass, Lights and Tire Protection

CATEGORY	PRICE PER DAY	EXCESS
EDAR / CDAR / IDAR / IFAR / IWAR /FVAR	\$7	\$0

This protection product will apply to any damage that occurs to glass, lights or tires in circumstances of normal use of the Vehicle during your rental.

If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the collision damage protection.

What am I protected against?

If you have purchased this product you will be protected against the financial liability for damage to:

- The windscreen; or
- Any side or rear windows; or
- Lenses (reflection of light) and lights; or
- Rear view mirrors (the glassware only not the housing) that are in or on the Vehicle if the damage occurs during your rental
- Damage to tires on the Vehicle unless it arises from any abnormal use you may make of the Vehicle

What am I not protected against?

You are not protected under this product:

- Against the financial liability for damage to the Vehicle if it arises because of willful
 acts or negligence that you commit whilst using the Vehicle and which causes
 damage: or
- For the theft, fire or vandalism
- For the administration costs we incur in handling any damage file.

What must I do to benefit from the Protection?

You must:

- · Purchase it
- Comply with the rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- Notify us within 12 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete signed Accident Report or any other document which relates all of the facts as they occurred (nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details). You may, of course, include any other document you believe will be useful in support of your Accident Report.

What is the amount of my financial liability?

- If during your rental any glass or lights on the Vehicle are broken and / or any tires on the Vehicle are damaged and you have not purchased this protection then you will be liable for the full cost of the damage that is incurred by us.
- If, however, you purchase this glass, lights and tire protection (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.

7.0 LEGAL FEES & TRAFFIC TICKETS

The customer is financially responsible for all traffic tickets and fines received in Jamaica and the administrative fees related to these charges.

TRAFFIC TICKETS: You understand that you are responsible for paying any traffic fine/ticket given to you or given to additional drivers during the period of your rental. In the event that you fail to report the fine or take care of its payment, you expressly entitle Europear Jamaica to charge this amount to your credit card.

8.0 ADDITIONAL FEES

- Loss or damage of the vehicle's set of keys: USD \$100 -\$600 depending on vehicle type.
- Loss or damage to the vehicle's license plates USD \$200.
- Extra car cleaning if returning the vehicle in extremely dirty conditions (\$25-\$100).
- Europear will charge an administrative fee for the legal paperwork, costs and expenses in case you lose the vehicle's documents (registration & title papers, RTV) or/and you return the vehicle without plates or/and the vehicle has a traffic fine/ticket.

9.0 ADDITIONAL DRIVER COVER

The Additional Driver is optional and guarantees that all the protections taken by the main driver will be also applicable to any additional drivers. The price of each Additional Driver is \$5 per rental day with a maximum amount of \$35 per rental. Any damage protection cover applied to the rental contract will become null and void if the rented vehicle was being operated by someone other than a named driver on the contract when the damage took place.

10.0 ANCILLARIES

These additional services may be requested at the time of booking or to our email ecjm_reservations@flowja.com to guarantee availability. They may also be requested directly at the Rental Counter.

10.1 GPS / Navigation System

Stay on the right track, book a GPS!

Cost: USD 11 per day with a maximum of USD77 per rental

Replacement Amount: USD 200

10.2 Child and Infant Seats

Keep your children safe and avoid a traffic ticket by using the appropriate device.

CSI Child Seat Infant (0 to 12 months/0-13 kgs): USD 7/day with a maximum of USD 49/rental

CSB Child Seat Baby (1 to 3 years/9-18 kgs): USD 7/day with a maximum of USD 49/rental CBS Child Booster Seat (under 135 cms or up to 12 years old): USD 5/ day with a maximum of USD35/rental

10.3 Fuel Service Option

Our Fuel Service option gives our customers the possibility of returning the vehicle as empty as they want without applying any missing fuel penalty fee, this option is great for customers who do not want to worry about finding a gas station and fill up the tank at the return time. With this option, you purchase the fuel upfront with your rental.

If fuel is not purchased with the rental, you will be expected to return the vehicle with no less fuel than it was received with. If the vehicle is returned with less fuel then a refueling charge will be applied of \$2.50 USD / LITER.

11.0 LOST ITEMS

The customer is responsible for removing all personal items from the rented vehicle upon checkin. Europear Jamaica does not accept responsibility for any item left in the rented vehicle.