



## Terms and Conditions

### Renter's Obligations

#### 1. Signing

- 1.1. The renter agrees to the terms and conditions of the rental by signing the rental agreement, of which he will receive a digital copy or a printed copy upon request. The renter is named in the rental agreement.
- 1.2. The renter is required to sign a copy of the rental agreement with a digital signature through a qualified signature equipment certified, cf. Act No. 28/2001 on electronic signatures.
- 1.3. By signing the rental agreement and vehicle condition report the renter agrees that the vehicle and extra equipment he has received are in good condition.
- 1.4. By signing the rental agreement, the renter consents to his credit card to be debited by rental company for the rental charges and any other costs payable by the renter to rental company according to the terms of the rental. The rental company is entitled to charge renter's card for any compensation relating to the rental such as damages to the vehicle whilst the vehicle was in the renter's contractual custody. The time of payment and whether it is to be paid in full or instalments is solely at the rental company's discretion. The rental company reserves this right up to 12 months after the end of the rental agreement.
- 1.5. The credit card provided at the beginning of the rental cannot be changed during the rental.
- 1.6. Payment for damage to the vehicle may be paid with a different payment option.

#### 2. Beginning the Rental

- 2.1. Renter agrees that the rental company can take a pre-authorization on an approved credit card (MasterCard, Visa or American Express that is in the renter's name). Debit cards are only approved if renter is willing to accept the risk that part of the authorization will not be refunded. This is due to the well-known and common communication problem between the issuer of debit cards and the payment handler. The rental company is not responsible if the pre-authorization on debit cards are lost. The pre-authorization amount covers the estimated cost of any extras, fuel, potential additional days, toll and road fees, parking fines, administration fees and all other miscellaneous charges.
- 2.2. Driver must be at least 18 years old. All drivers must have held their license for at least one year before the start of the rental. The driver must hold a valid licence throughout the period stated in the rental agreement. In other respects, Icelandic law shall apply to the driver.
- 2.3. Drivers who are 18-19 years old are subject to an additional young driver fee.
- 2.4. Luxury cars and other specialty vehicle categories: Drivers must be 23 years old.
- 2.5. All drivers are required to present an appropriate driver's license, valid for the car group rented, at the beginning of the rental. Copies are not accepted.
- 2.6. Drivers must bring an international driver's license or an official translation if:
  - 2.6.1. The driver's license was issued in a non-roman alphabet like Arabic, Chinese, Greek, Russian, Hebrew or Japanese or other similar non-roman alphabet-based languages.
  - 2.6.2. The driver's license was issued outside of Europe or North America.
  - 2.6.3. Additional drivers must be registered on the rental agreement and meet the same driver's license criteria that the main driver does.
- 2.7. At the start of the rental the renter will receive the vehicle with a full tank of fuel. The renter is responsible to refill the tank with the correct fuel during the rental period. The correct fuel-type is specified in the rental agreement.

#### 3. During the Rental

- 3.1. It is the renter's responsibility to ensure the vehicle is treated and driven carefully and responsibly. Only the renter and any registered additional driver, that meet the terms in Article 2, are authorised to drive the vehicle. The renter is liable for all damages to a third party or their



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- property which is not covered by a mandatory third-party liability insurance according to Icelandic law.
- 3.2. In case of a collision or an accident, renter must immediately notify the appropriate police authorities as well as the rental company. The driver must not leave the scene of the accident until he has notified the rental company and / or authorities and he must fill out a damage report form describing the incident. If another party is involved, they should contribute and sign on the damage report form. If the renter fails to report damage incurred during his rental, he is liable for any cost resulting from the accident. If renter requires a replacement vehicle, the rental company will make every effort to provide one once damage on the previous vehicle is fully processed. This, however, is no guarantee for the replacement vehicle and the rental company reserves the right to refuse a replacement vehicle or a vehicle in the same category as the damaged one, including but not limited to incidents when the collision or accident is caused by the reckless driving of the renter or additional driver, the renter refuses to pay for damage or refuses to sign necessary reports.
  - 3.3. In cases where the vehicle needs to be towed due to an accident or collision, the renter is fully responsible for the cost to do so. The price of which is decided at the rental company's discretion.
  - 3.4. Renter is responsible for returning the vehicle to one of the rental company's rental locations. If the vehicle is not returned to one of the rental locations the renter is liable for all costs sustained by rental company due to bringing the vehicle back to its premises without regard to the condition of the vehicle, roads or weather.
  - 3.5. Renter is responsible for planning his journey carefully so that he is aware of road conditions, weather forecast and any road closures or general warnings.
  - 3.6. Renter is prohibited from:
    - 3.6.1. Driving on Highland roads marked F on official maps, as well as Kjalvegur (road 35) and Kaldidalur (road 550) unless in a 4WD (four-wheel drive) jeep or SUV which the rental company agrees is suitable for driving on such roads. By violating this article the rental company may void the contract and confiscate the vehicle. In addition, the rental company may impose a fine for possible damages for the amount of ISK 100.000. If the renter is charged this fine it does not affect the renter's obligation to pay for any further damages or expenses.
    - 3.6.2. Driving in/or across rivers and/or streams. This prohibition does not apply to vehicles which the rental company agrees are suitable for such driving, however the renter must take full responsibility for the consequences of such driving. Such driving is on the responsibility of the renter and the renter needs to make himself familiar with the insurance terms and conditions in that respect.
    - 3.6.3. Driving on tracks or trails which do not have road numbers, beaches and other 'off-road' terrain.
    - 3.6.4. Driving in snowdrifts and on ice.
    - 3.6.5. Using the vehicle in any way that contravenes Icelandic law or the conditions laid out in the rental agreement and its terms and conditions.
  - 3.7. The renter is responsible for the cost of refuelling and all costs associated with driving for the duration of the rental period. Renter's rental period starts when he picks-up the vehicle and ends when the rental company acknowledges that the vehicle and keys have been returned and the vehicle has been examined. For the rental company to inspect the vehicle upon return renter must return the vehicle during office hours to an employee at the agreed rental location. If renter chooses to drop-off the vehicle 'out of hours' or if he leaves before the rental company checks the vehicle, the renter does so at his own risk and remains responsible for the condition of the vehicle until a staffmember of the rental company has examined it.



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- 3.8. The total amount of kilometers (km) that the vehicle has driven during the rental period is determined by reading the odometer supplied inside the vehicle by the manufacturer. Any attempt to change the odometer reading or to disable it is considered gross negligence and in violation of this agreement
- 3.9. Smoking is prohibited in the vehicle. Rental company reserves the right to fine the renter according to the rental company's tariff if it is discovered that this rule has been violated. Renter is also subject to be charged for cleaning fees should the vehicle be returned in an unacceptable state or should there be dirt or a bad odor of the interior of the vehicle. All prices are set at the discretion of the rental company.
- 3.10. Renter is financially responsible for all parking, speeding and traffic fines as well as any road tolls during the rental period. Rental company reserves the right to charge the renter for these fines as well as taking an administration fee for handling the payment and providing information to the appropriate authorities. All prices are set at rental company's discretion.
- 3.11. Renter is neither authorized to carry out any repairs or modification to the vehicle or any additional equipment leased by rental company nor is the renter allowed to let anyone else work on the vehicle without the rental company's prior agreement.
- 3.12. Renter is prohibited from using the vehicle to transport passengers for payment, lending the vehicle to a third party not registered on the rental agreement or subletting the vehicle.
- 3.13. Renter is not permitted to travel with the vehicle outside of the country in any circumstances.

### 4. Returning the vehicle

- 4.1. Renter must return the vehicle, any secondary parts as well as optional extras (such as tires, tools, GPS and WIFI devices, as well as cables and fasteners and child seats) in the same condition he received them. Rental company will allow for normal wear and tear; bearing in mind the distance the renter travelled and the length of his rental. Rental company will add the cost of any damage found to the amount the renter must pay for the rental period and rental company will charge renter's credit card for this amount. All prices are set at rental company's discretion.
- 4.2. The vehicle must be returned with the same amount of fuel as was in the vehicle at time of pick-up, unless optional 'Fuel up Front' is purchased. If the vehicle is not returned with the same level of fuel, the fuel used is charged at the 'Pay on Return' fuel rate which includes a service fee which is set at the rental company's discretion. With Fuel Up Front purchased, there is no need to fill the tank before the return of the vehicle. In this case, unused fuel is not refunded unless the vehicle is returned with a full tank of fuel, in which case the full Fuel Up Front charge is refunded.
- 4.3. Unless agreed differently the renter must return the vehicle and any optional extras he rented to the return location stated on his rental agreement by the end date and time. If the vehicle is not returned to the agreed location at the specified time, then the police or the rental company is authorized to repossess the vehicle without further notice at renter's expense. Extending the rental is subject to the consent of the rental company and if the renter's -credit card can be authorized for the cost of the extension. If the renter fails to extend the rental and is more than 29 minutes late returning the vehicle, his rental will be extended, and he will be charged an extra day's rental, including extras and insurances, for each day until the vehicle is returned.
- 4.4. If the renter returns the vehicle outside of business hours he is responsible for the vehicle until a member of staff has examined the vehicle upon receiving the keys. Renter must:
  - 4.4.1. leave any optional extras in the boot/trunk (GPS, WIFI etc.),
  - 4.4.2. park the vehicle in a safe and secure way at the return location,



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4.4.3. leave the key in a secure key deposit box provided at the rental location.

Renter is liable for the sum of any fines levied on the vehicle because of the way he left it.

4.5. Renter must return the vehicle to the rental company's premises unless rental company has agreed otherwise.

4.6. Renter agrees that rental company can charge all costs incurred during the rental to his - credit card. In the case of failure to meet this agreement rental company reserves the right to take legal action for collections, for which renter is financially liable for.

### 5. Rental company's obligation

5.1. The rental company must provide the vehicle in a good roadworthy condition, properly taxed and registered according to Act No. 65/2015 on the renting of vehicles subject to mandatory registration of vehicles.

5.2. Rental company undertakes the responsibility to hold professional indemnity insurance, always.

5.3. The rental company must inform renter of the content of the rental agreement and the obligations he faces when signing it.

5.4. The rental company will make every effort to inform renter of Icelandic traffic regulations, traffic signs and the prohibited driving behaviours such as driving off-road. The rental company will also advise caution towards animals on the roads.

5.5. If the vehicle malfunctions due to normal wear and tear, rental company intends to provide another vehicle as soon as possible or ensure that repairs are made as soon as possible. This does not affect the rental payment or any other charges due during the rental period. In such cases, rental company is not liable for cost such as accommodation, airline tickets, or other laid out cost.

5.6. Rental company is not responsible for the loss or damage to any property kept inside the vehicle.

### 6. General Conditions

6.1. Additions and changes to the rental agreement, terms and conditions and vehicle condition report shall be made in writing.

6.2. Agreements concluded on the basis of the above terms and conditions, also including possible claims for compensation that may be made, shall be governed by Icelandic law. This applies both to the basis and calculation of compensation. The same applies to claims for compensation based on non-contractual liability.

6.3. Disputes between parties regarding this rental agreement and/or its terms may be submitted to the Appellate Committee of the Consumers Association of Iceland and the Icelandic Travel Industry Association.

6.4. In the event that any provision of the rental agreement or its terms is found invalid or unenforceable pursuant to a judicial decision, the remainder of the rental agreement and its terms shall remain valid and enforceable.

### 7. Force Majeure

7.1. Neither party of the rental agreement shall be liable to the other party for delays or failure to perform its obligations under the agreement and its terms, other than an obligation for the payment of money, due to causes beyond its control including, without limitation, fire, earthquake, lightning, strike, work stoppage, war, insurrection or terrorist acts (force majeure), for the duration of such an event and for such a time thereafter that is reasonable to enable



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the party to resume performance under the agreement. The party prevented from performing its obligations shall give notice to the other party of an event of force majeure.

### 8. Governing law and jurisdiction

- 8.1. The rental agreement and its terms and conditions shall be governed and construed in accordance with Icelandic law. In the event of any dispute or controversy arising out of or relating to the rental agreement and/or its terms the parties agree to exercise their best efforts to resolve the dispute as soon as possible.
- 8.2. In the event of a dispute arising out of or in connection with the rental agreement and/or its terms which the parties cannot resolve, the case shall be brought in the venue of the rental company, Iceland.

### 9. Use of renter's personal information.

- 9.1. Rental company uses renter's personal information to provide the rental services to the renter. This might also include weather warnings.  
The rental company might use the renter's personal information to decide whether to provide future rental services to the renter if the renter has given his/hers explicit consent for such usage of personal information. This might include surveys and/or other marketing material via SMS and/or e-mail.
- 9.2. Rental company will provide renter's personal information, to the extent law allow and if necessary with the renter's explicit consent, to:
  - 9.2.1. Members of the Avis Rent A Car System, located within and outside of Europe, but only to the extent necessary to provide the rental services, and to Wizard Co. Inc., the owner of the reservation system, located in the United States of America, but only to the extent necessary to process renter's booking through the reservation system. In such cases all reasonable safeguards are made to protect the information.
  - 9.2.2. Enforcement/local authorities and parking companies if they have the right to that information according to law or for the purposes of the legitimate interests of the rental company, for example to exercise the rental agreement between parties.
  - 9.2.3. Third parties who act on rental company's behalf in claims administration or in collecting debt the renter owes rental company.
  - 9.2.4. Third parties which conduct authentication services for driver's licences.
  - 9.2.5. Third parties which conduct customer surveys on behalf of the rental company which the rental company uses for improving services to renters.
- 9.3. Renter has the right to request access to the personal information the rental company holds about him and, if justified, renter may ask for any personal information to be corrected, modified, blocked or removed. In certain circumstances the renter has the right to object to the processing of personal information as well as the right to data portability. The renter shall turn to the rental company in this respect.
- 9.4. The renter's personal information will only be stored for the duration which it needs to be used in conformity with the original purpose of its collection. According to Article 7 of Act No. 65/2015 on the renting of vehicles subject to mandatory registration of vehicles the rental company is obliged to preserve the rental agreement for at least 3 years. In some cases personal information might be stored for up to 7 years in accordance with the Icelandic Accounting Act No. 145/1994.
- 9.5. The rental company, ALP hf., as named on the rental agreement, is the data controller of the personal information processed. Contact details of the rental company can be found in the rental agreement.



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9.6. The renter has the right to lodge a complaint to the Icelandic Data Protection Authority if the renter is of the opinion that the processing of personal information goes against law.

### 10. Payments

10.1. If renter chooses to pay in a currency other than specified in the contract, rental company will use an exchange rate based on official Islandsbanki Mastercard exchange rate obtained from the bank website plus 4% and the rental company will perform the currency conversion. When renter signs the rental agreement, he is agreeing that rental company charges all the cost it incurred during the rental period to his -credit card.

### 11. Tracking

11.1. The renter is especially informed that the vehicle may be fitted with geo-location systems and tracking devices to locate the rental company's vehicle in case the vehicle is stolen or not returned to the rental location, in cases where the rental company needs to locate a vehicle in case of an accident or breakdown, or to send out warnings to groups in certain regions in cases of bad weather conditions. The processing of the information is necessary for the purposes of the legitimate interests of the rental company and to protect the vital interests of the renter. The information from the geo-location systems and/or tracking devices will not be used for any other purpose.

11.2. When the vehicle has been returned after the time of rental the information collected from the geo-location systems and/or tracking devices will be deleted or kept in a form which does not permit identification of the renter.

### 12. To whom do the terms and conditions apply

12.1. The terms and conditions apply to all renters. In the case of registration of an additional driver or drivers the driver's licence of the additional driver must also be submitted or shown.

12.2. Additional driver(s) must be registered with the rental company at the start of the rental. Additional drivers are registered for the whole rental period and their fee is to pay accordingly, up to the maximum period to be charged. It is only those persons who are listed in the rental contract that are allowed to drive the rental vehicle. The terms and conditions do not apply if the vehicle is driven by other persons than those who are listed in the rental contract.

12.3. If the maximum number of passengers for which the vehicle in the contract is registered is exceeded, the terms and conditions do not cover the excess passengers.



## Insurance Terms and Conditions

### Insurance Terms and Conditions (insurance policy)

1. Where and when does the insurance policy apply
  - 1.1. The insurance policy applies in Iceland during the time of rental.
  - 1.2. If the journey and time of rental is extended due to unforeseen and pressing reasons which are beyond the control of the insured renter (also called the "insured", "renter" or "driver"), the insurance policy will be in force for 1 extra day.
2. Insurance coverage
  - 2.1. The insurance policy includes the coverage stated in the specification in the rental agreement.
  - 2.2. The insurance policy includes third party liability for injury to persons and damage to property caused by the vehicle (i. Ábyrgðartrygging). Accident insurance for the driver is also included (i. Slysartrygging). These insurances are mandatory according to Icelandic laws and regulations.
  - 2.3. Voluntary coverage
    - 2.3.1. Collision insurance (Collision Damage Waiver) CDW  
CDW reduces the renter's costs in the case of damage to the vehicle to include only a mandatory excess amount stated in the rental agreement, unless the damage is the result of theft, burglary or instances listed in articles 3.2.1 – 3.2.13 in this policy. When CDW is not taken, the renter is fully responsible for any damage. Liability can amount up to the full value of the vehicle.
    - 2.3.2. Super CDW  
Super CDW can be taken, as an addition to CDW, at the place of rental. This policy reduces the mandatory amount of excess payment as stated in the rental agreement, unless the damage is the result of theft, burglary or instances listed in articles 3.2.1 – 3.2.13. When Super CDW is not taken, the renter is fully responsible for any damage. Liability can amount up to the full value of the vehicle..
    - 2.3.3. Theft Protection (TP)  
TP is contained in CDW/SCDW at no additional fee. It reduces the renter's costs resulting from theft or burglary of the vehicle to a mandatory excess amount payment stated in the rental agreement. The insurance does not cover the personal property of the renter or passenger(s) in the rental vehicle resulting from theft or burglary. When TP is not taken, liability can amount up to the full value of the vehicle resulting from theft. The customer, him- or herself, is responsible for reporting theft and burglary to the police.
    - 2.3.4. Wind and Gravel Protection (WGP)  
WGP covers damage to the vehicle resulting from external objects such as; ash particles, sand, small rocks or debris being blown into the vehicle in high winds. The policy covers damage to paint, glass, lights, plastic parts, tyres and rims. WGP reduces the renter's cost to a mandatory excess amount payment stated in the rental agreement.
    - 2.3.5. Extended road side assistance insurance (RSN)  
RSN covers the renter's expenses for the call-out charge or towing if the vehicle experiences a battery failure, if the rented vehicle's keys are locked inside the vehicle or if the keys are lost or if the vehicle runs out of fuel.  
Any working hours, spare parts, spare keys or petrol are not covered by RSN.
  - 2.4. General limitation of liability for the policy
    - 2.4.1. The insurance company is not liable for an insurance event which the insured has caused while driving the vehicle in a self-induced state of intoxication by alcohol or other intoxicating or anaesthetising substances. The same applies to an insurance event that is caused by another person while driving in such condition, if the insured has assisted in



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the use of the vehicle even though he or she knew or should have understood that the driver was under the influence of alcohol or other intoxicating or anaesthetising substances.

3. Limitation of liability in the case of violation of safety regulations or obligations of the insured
  - 3.1. Obligations of the insured
    - 3.1.1. The driver of the vehicle shall hold a valid driver's licence for the type of vehicle in question.
    - 3.1.2. The doors and boot of the vehicle shall be locked when the driver leaves the vehicle. All keys to the vehicle shall be stored in such a manner that unauthorised persons do not gain access to the vehicle.
    - 3.1.3. Goods that are within the vehicle shall be appropriately secured so that they do not cause damage.
    - 3.1.4. The vehicle shall not be used for participation in or training for speed racing or speed tests.
    - 3.1.5. In case of damages not covered by Collision damage waiver (CDW) insurance, the insured renter is responsible for all costs because of such damages according to the rental company's price list or cost estimate.
  - 3.2. The Collision damage waiver (CDW or SCDW) insurance does not cover:
    - 3.2.1. Damage owing to war, revolution, civil unrest or rioting.
    - 3.2.2. Damage inflicted by animals.
    - 3.2.3. Holes burned into seats, carpets, mats or other parts of the interior.
    - 3.2.4. Damage affecting only wheels, tires, suspension, roof, batteries, glass (except for windscreens when additional insurance is purchased), radio receivers or loss by theft of parts of the vehicle and damage resulting therefrom.
    - 3.2.5. Damage to the vehicle's parts, other than body panels, when the vehicle bottoms out while driving on rough or uneven road surfaces, including but not limited to causes like; ridges left by road graders, stones lodged in the road surface or at the edge of the roadway, speedbumps or potholes. The same applies to damage resulting from loose rocks hitting the vehicle or the bottom of the vehicle whilst being driven.
    - 3.2.6. Damage resulting from driving in places where the vehicle is not permitted to be driven, such as tracks, rough trails, in snowdrifts, on ice, across un-bridged rivers or streams, on beaches, on causeways accessible only at low tide or in other off-road areas.
    - 3.2.7. Damage caused by wind or damage caused by sand, gravel, ash, pumice, or other earth material being blown onto the vehicle. Additional insurance, lowering the excess amount for such damages is offered by the rental company for an additional fee.
    - 3.2.8. Water damage to the vehicle.
    - 3.2.9. Damage caused by sea spray/seawater if the vehicle is transported by sea.
    - 3.2.10. In other respects, reference is made to the general terms and conditions for CDW insurance.
    - 3.2.11. Damage resulting from gross negligence entails that the right to compensation lapses.
    - 3.2.12. Damage to engine or other mechanical parts due to incorrect fuel use.
    - 3.2.13. If the rental company needs to collect the vehicle, or have it collected, owing to a collision or an accident, the renter shall bear all costs thereof according to the tariff of the rental company at each time.
4. Insurer
  - 4.1. The insurer is Tryg Forsikring - Enterprise number 989 563 521. Adress: Folke Bernadottes vei 50, Postboks 7070, 5020 Bergen, Norway.



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- 4.2. ALP hf. only acts as an insurance intermediate.
5. Disputes
  - 5.1. If you are of the opinion that the insurance company has made a mistake in cases concerning this insurance policy or in settlement of claims, you can lodge a complaint with:  
The Norwegian Financial Services Complaints Board PO Box 53 Skøyen, 0212 Oslo, Norway  
post@finkn.no