10. LIMITS ON LIABILITY

Exclusions from liability for sickness, accident, injury, death, or damage to or loss of the vehicle, or any personal property or clothing, or any other loss or damage, including damage caused by a covered driver when operating the vehicle, or while operating a vehicle not covered by insurance. For more information, please see the ‘Personal Accident Insurance (PA)’ section below.

11. PERSONAL ACCIDENT INSURANCE (PA)

Provided to You, at no additional charge, for the benefit of You and other passengers not under the age of 21, to cover death, injury, hospitalization, and loss of wages up to the limits shown below. Any state or local law which provides greater coverage will be followed.

12. LIMITS ON LIABILITY

The maximum liability of Hertz is limited to the limits of liability and personal injury protection coverage required by ss.324.021 (7), 324.021 (8), and 324.021 (13) of the Florida Statutes, which are $15,000 for bodily injury, including death, to one person in any accident, up to a total of $40,000 for all persons injured in any one accident, and $10,000 for property damage in any one accident. The limits of liability of Two Million ($2,000,000) for bodily injury, including death and property damage claim(s) up to the limits of that insurance.

13. PRIVACY

Hertz and its affiliates are committed to protecting your privacy as a customer. To that end, we have established a Privacy Policy to inform you regarding our practices for collecting, using, maintaining and disclosing information that we gather from you.

14. WAIVER OR CHANGE OF TERMS/GOVERNING LAW

If any provision of this Agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction.

15. PAYMENTS TO INTERMEDIARIES

In the event that You are required to provide proof of insurance to a third party, You are responsible for paying any applicable fees and surcharges. If You do not have proof of insurance, Hertz may provide that insurance and charge You the cost of the insurance. Hertz shall be responsible for maintaining the proof of insurance in Your name. In the event that You are required to provide proof of insurance to a third party, You are responsible for paying any applicable fees and surcharges. If You do not have proof of insurance, Hertz may provide that insurance and charge You the cost of the insurance. Hertz shall be responsible for maintaining the proof of insurance in Your name.
ABETTED THE COMMISSION OF THE THEFT.

FROM VANDALISM NOT RELATED TO THEFT OF THE CAR AND NOT CAUSED BY YOU.

IMPOUND FEES, DIMINUTION OF VALUE OF THE CAR AS DETERMINED BY HERTZ, AND ADMINISTRATIVE CHARGE.

NO MORE THAN (1) LOSS OR DAMAGE TO THE CAR UP TO ITS FAIR MARKET VALUE.

IZED OPERATOR FAILED TO EXERCISE ORDINARY CARE WHILE IN POSSESSION OF THE CAR.

THEFT WILL NOT EXCEED $2,000 UNLESS IT IS ESTABLISHED THAT YOU OR AN AUTHORIZED OPERATOR COMMITTED OR AIDED ANOTHER PERSON IN THE THEFT; (v) DIRECTLY RESULTS FROM THE ROAD OR DRIVING CONDITIONS.

COMPLETION OF THE RENTAL.

OR PAYMENT SLIPS AGAINST YOUR CREDIT CARD FOR THESE LOSSES, COSTS AND BACK PROGRAM VALUE AT THE TIME THE CAR IS LOST OR DAMAGED, LESS ITS SALVAGE DAMAGE WAIVERS.

EXCEPT AS DESCRIBED IN SUBPARAGRAPH 4(e). IF YOU HAVE ACCEPTED THE OPTIONAL PARTIAL DAMAGE WAIVER ("PDW"), WHICH IS NOT INSURANCE AND WHICH IS NOT AVAILABLE FOR ALL RENTAL VEHICLES.

ABSORBED ELEMENTS WHICH MAY ADVERSELY AFFECT A PERSON'S ABILITY TO DRIVE SAFELY;

ON A SEPARATE LOSS DAMAGE WAIVER DISCLOSURE FORM WHICH WILL BE GIVEN TO YOU AT THE TIME OF RENTAL.

YOU GRANT HERTZ A LIMITED POWER OF ATTORNEY TO PRESENT CLAIMS FOR DAMAGE.

CLOSE AND LOCK ALL DOORS, CAR WINDOWS OR THE TRUNK; PERMIT THE USE OF THE CAR BY ANYONE OTHER THAN YOU OR AN AUTHORIZED OPERATOR.

THE INVENTORY INCLUDES ALLOWING ANY NON-FAMILY MEMBER OF YOUR FAMILY, OR ANOTHER PERSON TO HAVE REGISTRATION, TITLE, OR PASSENGER NAMES

PERMITTED TO THE FULL EXTENT PERMITTED BY LAW, FOR THE ACTUAL AND CONSEQUENTIAL LOSSES, DAMAGES, COSTS, EXPENSES, PENALTIES, AND OTHER CHARGES.

CREDIT, CHARGE, DEBIT/CHECK OR STORED VALUE/PREPAID/GIFT CARDS.

RECOVERY EXPENSE CONSISTS OF ALL COSTS OF ANY KIND INCURRED BY HERTZ IN RECOVERING OR LOCATING THE CAR.

IF YOU PAY BY VOUCHER, YOU MAY BE REQUIRED TO PAY THE COST OF DELIVERING REPLACEMENT KEYS/KEY FOB (IF POSSIBLE) OR TOWING THE CAR TO THE SELECT LOCATION.

PHOTOGRAPH THE CAR AND KEEP A SERIAL NUMBER.