GENERAL RENTAL AGREEMENT CONDITIONS AND CONTRACT TERMS FOR MOTORIZED VEHICLES
COMPANÍA DE LEASING TATTERSALL S.A

1.- GENERAL ASPECTS: By way of this agreement – which is supplemental to the Vehicle Rental Agreement signed by the parties on this date (from now on "the Contract") and understood to be incorporated herein including all its clauses for all legal purposes – Compañía de Leasing Tattersall S.A., hereby rents to the undersigned Renter - already identified in the contract – who accepts to rent for himself or herself the vehicle whose brand, model and other specifications were singled out in the contract. For all legal aspects, the documents that make up the rental agreement are: the Contract, the General Rental Agreement Conditions and Contract Terms for Motorized Vehicles and, the Vehicle Conditions Checklist.

Proof shall be supplied whereas the Renter rents the vehicle from the Owner on the basis that the information given by the Renter about his/her identity, age, domicile, physical and psychic ability, and possession of a legal driver’s license is true, valid and up to date. The Owner will reserve to himself all the civil and penal actions that may proceed in case the individualization of the Renter proves to be false or overtly inaccurate.

2- USE OF PERSONAL DATA: Compañía de Leasing Tattersall S.A. is authorized to use and analyze personal data of the Renter, which are reported in the database which is managed by this organization and has been collected in this Contract. Compañía de Leasing Tattersall S.A. is authorized by the Renter to maintain and handle the information that is collected during the Rent, only for the purposes that the company is entitled to and always respecting current law.

3- RESERVATION: Compañía de Leasing Tattersall S.A does not confirm model, color or specific brand of the vehicle; it only confirms car group. Compañía de Leasing Tattersall S.A will hold the vehicle for rent up to a maximum period of 1 hour after the time indicated in the reservation, during the offices working hours; otherwise the vehicle will remain as NO SHOW . Compañía de Leasing Tattersall S.A will reserve to itself the right to charge EUR 95 or USD 109 or the whole price of rental if value is lower, this charge will be equivalent in Chilean pesos . In those cases where there has been no notification of cancellation prior to 48 working hours before the rent delivery date a charge of EUR 50 or USD 58 or equivalent in Chilean pesos will be applied . For prepaid reservations, no refunds will be applied in case of earlier returns and/or no show, as well in the case of the customer does not comply with our rental policies .

REFUND CONDITIONS: These conditions only apply to prepaid reservations made directly through Europcar Chile (www.europcar.cl). 100% refund is possible until seven days before the rental. If the customer requires cancellation within 6-3 days before the rental, 50% refund will be made. Cancellations that are made later than 48 hours before the rental are not refundable.

Rentals with promotional rates are not refundable. The refund will be transferred to the same credit card that was used for the prepayment. This may take 15 working days. Once the refund is confirmed, the availability of the money on the credit card depends entirely on the bank.

4.- DRIVERS: The vehicle shall be driven only and exclusively by the Renter subscribed on the rental agreement or by other drivers authorized and declared at the moment of subscription of contract, in which case, the names and data shall be filled in the proper fields of the contract. In case of additional drivers, these must show the same documentation as the main driver. In order to authorize another driver, the main driver's licence and identification card or passport shall be supplied. The documentation must be valid up to the end of the contract. In case the driver's licence is not written in the latin alphabet, an international driver's license will be required.

The drivers under no circumstances shall be less than 22 years of age, and in the event that should happen, it is the sole and absolute responsibility of the Renter, thus accepting the charges for all damages that may be caused to the company, to the vehicle and to third parties. Drivers between 18 and 21 years old are able to drive paying a Young driver fee and in certain car groups.

5- DELIVERY: The Renter declares to receive, by this act the referred vehicle in perfect mechanical conditions, in perfect operational conditions and perfect body conditions; all according to the Vehicle Conditions Checklist, with all its equipment, accessories and electronic toll road collection device called TAG or Electronic toll device installed and with the corresponding license plate, circulation permit, liability insurance and technical revision, all up to date. To this effect, the Renter declares to have checked that the rented vehicle has all the necessary accessories according to the legal norm, and also, the details referred to in the respective Vehicle Conditions Checklist, which the Renter has signed at the time of renting the vehicle. It is the Renter’s responsibility to request this particular form.

For safety regulations, no representative of Europcar is authorized to install child seat. Parents or responsible adults should personally proceed to the accommodation of the child seat, in order to assure the safety of the child.

MAJEURE FORCE: In the event of vehicle circulation being prohibited determined by external agents (government, government manager, subsecretary, etc.) that applies to certain license plates numbers, Europcar Chile will be not responsible for unused days,
nor will be obliged to substitute the vehicle involved. Any extra charges that this prohibition could cause will be applied to the Renter (transfer fees, parking lot fees, etc.).

6- RENTAL PERIOD: One rent day will be understood as a period of 24 consecutive hours, computed from the time of delivery of the vehicle being rented. Beyond this time, an additional day will be charged, with the exception of fixed rates. Any additional days other than those specified in the contract may be charged at a higher rate than the rate given, or there may be a surcharge. In the event that there is not an express authorization for an extension of the rent from the Owner, any delay that exceeds one hour in the return of the vehicle with respect to the deadline and the hour agreed for the duration of the rent, the Renter will be forced to pay an additional rent day, and so on every 24 hours, notwithstanding other sanctions and legal actions that may apply.

The vehicle rent will last exclusively for the period stated in the Contract, expiring subsequently the day and the hour shown in it. Once the vehicle rental contract expires, the vehicle and its occupants are exempt of all insurance coverage of the contracted insurance, being the sole responsibility of the Renter any situation that might arise.

If the Renter should wish to extend the rental period, he or she shall notify this will in person at any of the Owner’s offices, and this shall be done prior to the agreed due date. The Owner will hold the right to authorize or deny such extension. In the event that the Renter does not obtain such authorization, prohibition of use will be applied and the Owner shall have the faculty to denounce impropriation or theft of the vehicle.

Once the authorization becomes formal, it will be understood as an integral part of the present contract.

We would like to make a record that all responsibility, no matter what nature, that can be imposed on the Renter ceases and ends absolutely at the time and day specified in the contract, in the sense that as of that moment it will be understood without need for proof, that the vehicle has been taken not only without the express consent of the Owner but, against his express will.

7- RETURNS: The vehicle must be returned exactly in the same mechanical condition, body, accessories and working order as it was at the beginning of the rent; these conditions were reflected on the Vehicle Conditions Checklist duly signed by both parties with the exception of those parts and pieces that may have a natural wear, which are dictated by the vehicle’s manufacturing norms. The Renter will always be obliged to return the vehicle delivered in g at the same rental location where the Owner has placed it at the Renter’s disposal, unless an exception has been agreed between both parties; such exception must be recorded on the Contract. This is related to the return charge associated with the return of a rented vehicle at an office or city different than the one where the vehicle was delivered (Drop off/One Way). In the case where the Renter returns the vehicle on hours different than office hours or when there is not a company representative available, thus making use of the key drop box, the vehicle check will be done after the delivery, and the result of the vehicle check will be available at the Renter’s disposal. If any differences should arise on the Vehicle Conditions Checklist between delivery and return, damages will be charged to the customer at a later date.

The Renter is obliged to return the vehicle with the same fuel level as it was received, on the contrary, the fuel cost will be charged as needed according to the fuel cost per liter specified in the Contract, taking into consideration each eighth of a tank as compared to the fuel gauge at the exit point. The Renter may not claim a reimbursement at all, in case the vehicle has been returned with more fuel than it had at the time of delivery.

The Renter must make sure to withdraw all personal belongings from the rented vehicle, this being his/her exclusive responsibility.

Vehicle returns outside the country are not allowed.

At any rate, if the vehicle should not be returned at the established time and conditions expressed earlier, whatever the situation or circumstance, the Renter shall be forbidden to use the vehicle, in the understanding that from that moment on, should the vehicle be used, it will be without the knowledge or consent of its legal owner, thus it will be sole responsibility of the Renter the acts that might arise, notwithstanding the faculty of the Owner to denounce misappropriation or theft of the vehicle, or to exert any legal action that may correspond.

8- PRICES/RATES: The final rental rate will be determined once the Renter has returned the vehicle to the Owner and will be calculated taking the following into consideration:

a) Rental period rate. Any additional days beyond what is agreed on the contract may be charged at a higher rate than specified or, it may have a surcharge rate.

b) Rate by kilometer. This rate is by kilometers run, unless there is an agreement on unlimited kilometers or special rates as per agreement. The kilometer rate works on the base of the agreed value per kilometer unit, for the definitive calculation this rate must be multiplied by the total number of kilometers run between the time of delivery indicated on the Contract and the vehicle’s return afterwards.
c) Vehicle return in a different location than the one where the rent took place (Drop Off/One Way charges) and coverage charges and/or insurance. Please check restrictions for certain car groups. MDMR-EDMR-EDMD-CDMR-CDAR-CDMD-IDMR-IDAR-SDAR-SDAD-PDAR-LDAR-PFBR-IWAR are not allowed to have One Ways to the following cities: Coyhaique, Balmaceda, Punta Arenas, Puerto Natales. Electric cars may only be returned in Santiago or Viña del Mar. International One Ways are not allowed: a penalty of USD 10,000 will be charged plus all cost associated to bring back the car to Chile.

d) Taxes according to the current legal norm.

e) The cost of the fuel used, when the vehicle fuel gauge shows a difference with respect to the fuel recorded in the Vehicle Conditions Checklist.

f) Charges for using the Electronic Toll Road system (TAG), which is mandatory when the vehicle circulates on concession highways in which this type of charging methods apply and, in all the contracts that initiate or return from the city of Santiago de Chile or other cities having an electronic toll road system. The rate for this particular service is specified in the Contract.

g) Equipment, accessories, extra items or additional services that may have been requested along with the vehicle rent or at a later date.

h) Special permit in order to cross borders to Argentina.

i) Any special charge that involves improper use by the Renter, misuse of the rented vehicle, or by fines originated by infractions to the traffic law even when these charges arise after the end of the present contract. Charges may apply if the customer does not respect the prohibitions contained in this document.

j) Every damage to parts and pieces that are not associated to natural wear dictated by the manufacturer’s norms, and that may have taken place during the rent, will be charged to the Renter. Furthermore, the loss of any of the vehicle’s accessories will be charged, for instance the vehicle’s documentation or license plates.

k) Charges related to the transfer or ransom associated to abandonment, negligence, accidents or misuse attributed to the Renter, within the boundaries or outside the boundaries of the national territory.

l) Airport Charge for all the rentals initiated at airports alongside Chile.

9.- GUARANTEES/DEPOSIT: In order to guarantee the payment for services rendered, previous to the vehicle’s return and along with the signature of the rental contract, the representative at the station will request an authorization code for a fixed amount of money from the renters credit card. Accepted credit cards are: Visa, American Express, Diners Club and, Mastercard. Checks or cash are not accepted as a rental guarantee. The main holder of the credit card must be the main driver of the reservation and of the rental contract, and must be present at the time of rental. Guarantee amount will depend on the car group rented, the rental period and the agreed method of payment, the minimum value being CLP $350,000 / USD 500. The updated guarantee amount will be informed before the rent.

In case of reservations that have not being booked including basic coverage CDW/LDW (“Collision Damage Waiver” or “Loss Damage Waiver”), an additional guarantee of $2,000 USD will be requested and mandatory. In this case, the Renter has to sign a CDW/LDW declination statement and will be responsible up to the total value of the vehicle including tow charges and expenses, damages, storage charges, legal and administrative expenses and lost profit surcharge due to damages. In the case of Renters that request an international permit in order to cross border to Argentina, CDW/LDW coverage will be mandatory. In case of Keddy product, Premium Package Coverage will be mandatory. Rentals that involve Cross Border permit to Argentina, external insurances and coverages given and issued by external companies and credit cards from external operators are not allowed. The Owner is hereby authorized to keep this guarantee even after the contract expires, and while the payment of additional charges is still pending or the pecuniary responsibility regarding some fact has not been fully determined. The Renter expressly authorizes the Owner to execute the total or partial guarantee, and without any further delays; and may dispose of it to charge the Renter the payment for the amounts owed by the Renter. In case the guarantee is not enough to cover the debt amount, the Renter expressly authorizes the Owner to perform a new retention to the bank credit card, in order to satisfy as a whole the amount in debt. The payment of balances or, amounts in debt may be obtained by judicial or extrajudicial means, performed by personnel belonging to the Owner or, by collection deputies; the charges for collection will be on the debtor. These debts may be published in commercial bulletins. The guarantee will be returned if there are no extra charges at the end of rental.

The Renter is hereby authorized to keep and charge this guarantee deposit while he or she has not been definitely excluded of all responsibility for these concepts. Notwithstanding the previous issues and with the sole purpose of payment of the concepts previously stated and the obligations contained in the general contract conditions, the Renter gives special and irrevocable powers in the terms of Article 241 of the Commerce Code to Compañía de Leasing Tattersall S.A. so that by means of any of its legal representatives acting under its name and representation, may subscribe and fill in a credit card voucher with its respective authorization code.
AUTHORIZATION: In compliance with the Article Number 4 of law 19.628, the Renter expressly authorizes the Owner to inform to a personal data bank or a commercial bulletin of the notice of delinquency or the unfulfillment of the Renter’s pecuniary obligations expressed in this contract.

10- PAYMENT: Cash will not be accepted as method of payment.

11- BORDER CROSSING: Border crossing will be authorized only to the Republic of Argentina. This permit must be requested at least 7 days prior to the rental date. In order to be issued, a legible copy of the driver’s license, a copy of identity card or passport and credit card number with expiration must be sent to the Reservations and Rental Assistance Department (reservations@europcar.cl). The cost for the permit will depend on the length of stay outside Chile. For all border crossing permits requested by Argentinian citizens with residence in Chile, they must prove a minimum residency of 5 years in Chile and, they must show a current Chilean identification card. Compañía de Leasing Tattersall will not be responsible if the vehicle is not able to cross border if requirements have not been fulfilled or, by external situations unaffiliated to Europcar responsibility. For all reservations with an international permit, there is a waiting period at the counter for an additional half an hour, due to customs processes. Cross Border rentals requires CDW/LDW coverage and it will be mandatory. In case of KEDDY product, Premium Package Coverage will be mandatory. Once the rented vehicle leaves Chile, the basic coverage (LDW/CDW) will not include protection in the event of theft or robbery in Argentina, regardless of any additional contracted coverage. The exception will be the Premium Package Coverage.

In the case of accidents or losses outside the country, the only assistance being considered will be the towing service to move the car to a safe place because of a breakdown (in the case of accident or misuse, towing services charges will be applied to the Renter). Outside the boundaries of the national territory, Compañía de Leasing Tattersall S.A will not deliver a replacement vehicle. In the event of total or partial theft or damages to the vehicle outside Chilean territory, the procedure indicated on Clause number 17 dealing with losses, the proper report or proof must be filed before the authorities of the country where the event took place. It is the renter’s responsibility to repatriate the vehicle, so it is imperative that the Renter accompanies the vehicle at the time of entering the country. If the border is not crossed prior to the return date stated on the contract, the vehicle will be kept in Argentinian territory and thus, the Renter must pay for the total value of the vehicle or the charges incurred to repatriate it. Vehicle drop off or one ways outside of Chile are not allowed. In the event of abandonment beyond the boundaries of the national territory, the Renter shall be responsible for all the charges associated to repatriate the vehicle, with a minimum cost of $10,000 USD.

In case of the following stations: Puerto Montt, Puerto Varas, Coyhaique, Balmaceda, Punta Arenas and Puerto Natales, EDMR-EDMD car groups are not allowed to cross border.

12.- PROHIBITIONS: Regarding the rented vehicle, the following is forbidden:
   a. Allowing the vehicle to be driven by any unauthorized person, not even occasionally.
   b. Using the vehicle for remunerated transportation or using the vehicle as public transportation of passengers.
   c. Perform repairs to the vehicle, alterations or modifications of any kind without the consent of the Owner.
   d. Using the vehicle for other than the specified purpose, or to the transportation of cargo or heavy packages that exceed the maximum load capacity as stated by the manufacturer. The vehicle may not be used to tow or push another vehicle; it may not pull a trailer and may not be used in other dangerous or illicit activities.
   e. Driving the car under the effect of drugs or narcotics, under the influence of alcohol and even less in the state of drunkenness, or driving without the documents and driver’s license required by the authorities; furthermore, the driver of a rented vehicle is forbidden to refuse to take a blood alcohol level test, or any other test required by the competent authority.
   f. Taking the car outside the national territory or beyond the maximum radius as stated in this contract, the exception being an international permit to cross over to Argentina issued by the Owner.
   g. Subletting or Subleasing the rent or possession of the vehicle to a third party. In this case, the Renter will be responsible of the events of his dependents as if they were his own, and under any circumstance when the vehicle suffers a loss or when the vehicle causes harm to the Owner or to a third party while being driven by persons not allowed as previously mentioned.
   h. Manipulating, removing or dismounting the electronic toll road transponder (TAG), or any piece or vehicle accessory.
   i. Circulating through zones or places that are not roads properly set up by the competent authorities. Driving on sand dunes, water courses, rivers, beaches, salt fields, and lakes. In the case of two wheel drive vehicles, it is forbidden to circulate on non-paved or non-tarmac roads.
   j. Abandoning the vehicle in case of failures, loss or any other cause. In this particular event, the Renter shall coordinate the towing of the vehicle by using the route assistance service, thus being responsible of every expense by the concept of ransom.
   k. Committing traffic violations as per the current Chilean or Argentinian traffic law.
13.- TRAFFIC FINES: The Renter is committed and obliged to enforce the rules and traffic laws and also the instructions issued by the authority and its agents while using the rented vehicle, assuming full responsibility for sanctions, fines or tickets due to traffic violations or violations to municipal law or, by any competent authority. Thus, it is the responsibility of the Renter or any of the authorized drivers payment of expenses that may be imposed on the Owner. 
For all intents and purposes, even for those events mentioned in the previous paragraphs, the Renter authorizes in an irrevocable fashion the Owner, so that by charging his/her credit card delayed charges may be effected, these charges corresponding to the amounts of fines due to violations of traffic law done during the rental period, as well as the amounts owed due to damages to the rented vehicle or to third parties. In those cases where payment is not done through a credit card, the charges on the indicated concepts will be reflected on the direct invoice to the company or person leasing the vehicle, this person or company being responsible for final payment. The aforesaid cases may be charged up to two years after the vehicle’s return.

14.- RESPONSIBILITIES: The Renter is obliged to use the vehicle according to its natural destiny and characteristics. It is the responsibility of the Renter the custody and conservation of the vehicle, as well as the damages done to the rented vehicle. The Renter shall be held responsible in case of theft, and also for the totality of damages done due to an accident (or due to ransom) up until the vehicle is returned to its Owner, all according to the general terms and conditions of this contract, up to a value equivalent to the commercial value of the vehicle; to which must be added the loss of profit on behalf of the Owner due to the impairment of the vehicle. The loss of profit will be calculated using the agreed rental price. 
By the same token, the Renter shall be responsible for any loss, accident, damages or loss indemnization including the moral damage that could affect third parties, yourself, vehicles or goods, due to the use of the rented vehicle, thus the Renter will be obliged to bear the pecuniary consequences and other consequences due to harm done, regardless of who is responsible for the accident. The Renter is obliged to reimburse the Owner any amount the Owner is forced to pay to third parties because of ownership of the vehicle, as a consequence of the aforesaid events, even when the amounts may be determined by judiciary sentence or, by product of a transaction and/or agreement. The current obligation will remain even after the contract is finished and it is independent of who the responsible for the loss is.
Damages caused to the vehicle and its accessories by the Renter or, by a third party will be charged to the Renter, unless the return is done as indicated in the third clause.

15.- ROUTE ASSISTANCE: Route assistance is defined as roadside support that the Renter receives from the Owner when faced to a loss and/or accident that the Renter may be involved with. Such support involves: In situ vehicle repairs under emergency conditions, so that the Renter may continue forward with his/her trip. If repair is not feasible, tow service will be considered so that the vehicle and its occupants may be transferred to a safe place or to an Europcar office. In situ repairs are: Battery charging or jump starting, tire change (using the spare tire) and, unlocking locked vehicle doors. Replacement vehicle subject to availability at the nearest office. Such vehicle replacement must be coordinated by the Renter during work hours through the office where the contract was originated. Route assistance does not take into consideration reservation changes, contract changes or, commercial changes.
In order to coordinate the assistance service, the Renter must call the telephone number shown on the contract. The towing service waiting period will be subject to the distance from the vehicle, and also it will be subject to tow truck availability at the time of the incident.

16- REPLACEMENTS: The vehicle shall be replaced without any further cost to the initial fixed price when the vehicle shows mechanical failures that are not caused by negligence or misuse on the part of the Renter, all according to the contract. Replacements will be subject to current availability on the part of the Owner. In order for the replacement to work, it will be an essential requisite that the driver abides with statement 17 of the loss clause. In the event that the vehicle becomes impaired due to negligent driving, or some of the prohibitions stated on the general contract rental conditions have been violated, the contract shall be terminated immediately without vehicle replacement, charging the daily fee up to the day the vehicle was effectively used; plus all the costs and damages resulting from the loss. The exception being prepaid reservations.

17. LOSSES: In case of accident, loss or damages to the rented vehicle, the Renter or the driver must report the event immediately to any of the Owner’s offices. In the event of an accident or loss that impairs the vehicle from moving, the route assistance service will coordinate a tow truck that will remove the vehicle. If you are in need of a replacement vehicle, the route assistance service will inform to the nearest office and to the office of origin in order to coordinate a replacement unit, if and when there is availability at that moment. When outside the country, Europcar Chile will not deliver a replacement vehicle.
In the event of a loss or accident, the Renter shall sign a simple sworn statement at any of the Owner’s offices, providing details about the causes and circumstances of the accident, all this in a span no later than 12 hours after the loss, indicating the date, place, circumstances and estimated damage cost.

In the event of total or partial theft, and also crash or collision with injured persons of any type (third parties, passengers, drivers) and misdemeanor, it is of paramount importance to show up at the nearest police station and inform in writing the event to Europcar Chile, immediately in order to file a report stating the events that happened; unless there is a physical and duly justified impairment.

The police report and the simple sworn statement shall be filed whether or not the Renter contracted insurance linked to the Europcar Chile company.

If there is a third party of any kind involved, all the information on these must be gathered: name, Identification Card Number (RUT), license plate number of the vehicles involved, Brand – Model, telephones, Insurance company, etc. If at all possible it is desirable to produce a visual record of the event (photographs) of the place and, the vehicles involved.

In the event that the report or statement is not presented at any of the Europcar offices within the established deadlines, the full amount of damages to the vehicle and third parties will be charged to the Renter’s credit card. The vehicle ransom cost in case of an accident is not included for insurance purposes.

Any transactions or agreements with third parties are not allowed, since they induce a refusal of insurance coverage in all involved insurance companies. In the event that this situation should arise, the Renter shall be responsible for all the costs associated with the repair of the vehicle.

In the event that the loss occurs outside Chilean territory, the proper statement or report must be filed before the authorities of the country where the event took place. The Renter shall refrain from making any declarations that may compromise the Owner in any way. Unfulfillment of this obligation shall render the Renter responsible for all the damages that this situation may cause to the Owner, in spite of the denial of coverage that in its case would have been contracted.

18.-COVERAGES: During the validity of the contract, the Renter may protect his/her pecuniary responsibility for damages caused to the rented vehicle, in case of collision, overturning, fire, theft or robbery of the vehicle and its accessories, for damages to people, driver and companion, and other specific emergencies that involve the Renter by paying the Owner the corresponding daily fee. All described coverage will apply only within the National Territory of Chile, unless otherwise expressly specified. All coverage is conditioned to the proper fulfillment of the procedures indicated on clause 17 of losses.

CDW/LDW INSURANCE (Collision Damage Waiver): Conventional Exemption of Responsibility due to Damages: For all the effects in this contract, this responsibility exemption mode will be named CDW coverage clause. It is compulsory to have CDW insurance, which may be contracted directly with Compañía de Leasing Tattersall. In an alternative way, the Renter may prove he/she has this type insurance through a credit card, this may be done by showing the proper documentation, in which case, the Renter shall leave an additional guarantee according to what is stated on clause 8. By relying on external insurance, the charges derived from losses or accidents will be charged in its entirety to the Renter, who must request reimbursement with the corresponding credit card company.

CDW contemplates the exemption of responsibility established in this contract up to the commercial value of the vehicle delivered in leasing by the damages that it may suffer, and up to the amount indicated in the particular conditions of coverage for third party liability coverage.

This insurance has a deductible for accidents, loss or all event damages to be charged, which is clearly defined in the particular rental contract conditions, and shall be applied to all rented vehicle categories. In the event of minor damages, the least value between the deductible and the charge for damage caused will be applied. The deductible value will be charged to the Renter whether or not the Renter is guilty of the events that caused the damages.

Even when the rental has been agreed with or without CDW cover clause, the Renter shall always be exclusively responsible for the following situations:

a) For all damage caused by the Renter or by a third party to the vehicle or its accessories, even when the contract or the authorized extension may have expired.

b) The damages caused to/or by belongings in the hands of the Renter, including third party belongings that are being transported in the rented vehicle.

c) The loss of belongings referred to in the previous letter, even if the loss happened before, through or after the vehicle’s return.

d) The damages that may be produced by contravening any of the Renter’s obligations under this contract.

e) Damages to the rented vehicle coming from accidents due to a violation of any traffic law, or that implies the commission of a serious offense or a quasi-penal offense. In addition, when the driver of the rented vehicle refuses to take the alcohol blood level test,
is under the influence of psychotropic drugs, or unauthorized drugs, or by not having a proper driver’s license, or any other that corresponds.

f) Vehicle Ransom charges after an accident, even within the national territory or outside the country, in case there is a responsibility on the driver.

g) Theft, robbery, or partial loss of the rented vehicle’s accessories, unless an additional insurance coverage for this items has been taken.

h) Damages to headlights, windshields, glasses, tires and rims.

i) Every damage attributed to driving on sand dunes, water courses, rivers, beaches, lakes or, terrain not destined to the traffic of motorized vehicles, or in general, driving through unauthorized roads or routes. And, in turn, by the inadequate use or mishandling of the rented vehicle, as confirmed by an authorized brand shop or, by the mechanic shops of Tattersall Leasing Company, through a technical report.

j) Damages suffered by the vehicle when its driver runs away from the place of the accident.

MEDIUM COVERAGE PACKAGE: In the event of an accident, this package contemplates only the half price of CDW coverage deductible/excess as a result of a collision, theft, overturning, and total loss of the vehicle. $0 deductible in the case of damage to windows, lights, tires and rims. It contemplates protection in case of personal accidents (PAI) and double coverage in relationship with CDW in case of damage to third parties. The minimum age required to contract this package is 26 years of age for the main driver. The cost of the tow truck in case of mechanical issues not associated to misuse is included. This insurance is not available for premium or luxury vehicles. This insurance does not contemplate coverage in Argentina.

PREMIUM COVERAGE PACKAGE: This package exempts the renter for deductible/excess payment in case of damages to the vehicle as a result of collision, theft, overturning and total loss of the vehicle. $0 deductible in case of damage to windows, lights, tires and rims. It contemplates protection in case of personal accidents (PAI), and triple coverage in relationship with CDW in case of damage to third parties. $0 deductible in case of theft or total loss. The minimum age required to contract this package is 26 years of age for the main driver. This insurance is not available for premium or luxury vehicles. The cost of the tow truck in case of mechanical issues not associated to misuse is included within Chilean territory. This insurance covers in Argentina, however, it does not include the cost of moving the car in Argentina as a result of recovery.

EXEMPTION OF DEDUCTIBLE (SPCDW): Complementary coverage to the CDW coverage, which contemplates the elimination of the deductible/excess associated only in case of proper damages due to an accident, when there is no total loss or overturning.

PAI and SPAI: Insurance protection against personal accidents, providing coverage in case of medical expenses, accidental death and permanent disability. It contemplates a deductible and a coverage limit according to the contract conditions. The deductible will apply in case the passengers do not have a Medical Insurance or an Isapre (Previsional Health Institution). It covers all the passengers of the vehicle up to the maximum capacity as determined by the vehicle’s manufacturer.

SLI (Supplement Liability Insurance): Additional Liability Insurance for third parties, it is complementary to CDW insurance coverage. It provides additional coverage against damages to third parties.

Coverage against theft (SPTHW): It eliminates the deductible only in case of vehicle theft.

Coverage against overturning (SVALF): It eliminates the deductible only in the case of overturning of the vehicle.

WWI Coverage: It covers damages to windows, headlights and damage to tires and rims as a result of normal use of the vehicle.

SARA Coverage: It covers theft, loss and/or destruction of proper accessories of the vehicle, understanding as accessory everything that may be withdrawn from the vehicle without impairing its normal circulation within the current traffic law. For instance: antenna, logos, wheel covers, etc.

19.- DOMICILE: For all the effects derived from the present contract of the actions that may derive from it or the use of the vehicle being rented, both parts set domicile in the city of Santiago, Chile and are subject from now on to the jurisdiction of its Justice Courts, giving up for this effect any privilege that may assist them.
These “General Rental Agreement Conditions and Contract Terms for Motorized Vehicles” are an integral part of the “Specific Contract Conditions for the Rent of Vehicles”, for all its legal effects. To any difference of interpretation between the text in English and Spanish, the text in Spanish will prevail.