

(1) RENTAL CHARGES

The charges are calculated based on the 24-hour period from commencement of the Rental Period for Daily and Weekly rentals, a month or monthly rental is calculated based on the 30-day period. Daily rental rates will be applied for rental below 7 days. Weekly rental rates will be applied for rental 7 days and above. If the rentals more than 14 days, a month rate will be calculated whichever lower. In relation to the monthly rental, any extension of the rental period will be prorated based on calendar month.

(2) PROTECTIONS & COVERAGES

-> Coverage of unlimited liability for death or injury to third parties and property damage liability up to RM3mil.

-> In the event of any damage, theft, or total loss to the vehicle, the Renter is liable to pay the full cost of damage to the vehicle, including loss of use as determined by Avis. However, with the vehicle protection and coverage packages offered by Avis, the Renter is only responsible for the excess instead of the full cost of vehicle damage, which ranges between RM500 to RM2000 depending on the vehicle group. Please refer to your Avis representative for more information.

-> Collision Damage Waiver (CDW) is the excess that cannot be waived or deductible in the event of damage to the vehicle during the rental period. CDW is included in the rental rate. The excess ranges from RM500 to RM2,000 depending on the vehicle group as stated in the table above.

For example,

(i) If the repair cost is RM5,000, with the coverage of CDW, the Renter is liable for a maximum excess fee of RM750 (if the vehicle's CDW Excess is RM750);

(ii) If the repair cost is RM500, with the coverage of CDW, the Renter is liable for the actual repair cost of RM500 (even if the vehicle's CDW Excess is RM750).

-> Theft Protection (TP) is the excess that cannot be waived or deductible in the event of theft of the vehicle during the rental period. TP is included in the rental rate. The excess ranges from RM500 to RM2,000 depending on the vehicle group as stated in the table above.

-> Windscreen Protection (WP) is not included in the rental rate. The Renter is liable to pay the full cost of any damage to the windscreen. However, the Renter can purchase the WP at RM5 per day or RM50 per month to reduce the Renter's liability to the maximum excess as stated in the table.

-> The CDW, TP, and WP's excess can be reduced completely if the Renter purchases the Vehicle Cover Plus Package (Super Collision Damage Waiver (SCDW), Super Theft Protection (STP), and Super Windscreen Protection (SWP)) at RM30 per day or RM300 per month. The

Renter's liability is reduced to zero.

-> Personal Accident Insurance ("PAI")

The Renter has an option to purchase the PAI at RM6 per day or RM180 per month. The coverage of PAI is as below:

Death or permanent disablement (i) Renter – RM100,000 per person.

(ii) Additional Driver and Passenger – RM20,000 per person, maximum RM100,000 in total.

-> **CDW / SCDW / TP / STP / WP / SWP / PAI** shall not cover the following events:

- where a police report is not lodged within 24 hours from the time of the accident
- the Renter is in breach of the terms and conditions of the vehicle rental agreement
- items or accessories missing from and/or in the vehicle
- any damage claims caused by drunk and/or drug intoxicated drivers
- any damage to the tyres, which are not attributable to normal wear and tear
- damage to the undercarriage and/or underbody damage that is not attributable to a collision with another vehicle
- any damage to the vehicle caused by a flood, fire, landslide, or riot
- where the vehicle has been driven outside Peninsular and East Malaysia
- where the loss, damage, or theft is caused intentionally, or due to gross negligence of the Renter or an authorised driver.
- In the event of a total loss or theft of the vehicle, the Renter has an option to continue with an existing vehicle (the existing vehicle can be of any age) as a replacement for the vehicle, charged at the same rate, or terminate the existing contract.

(3) ROADSIDE ASSISTANCE PLUS (RAP)

In the unlikely event that the vehicle breaks down (due to a flat tyre or battery) or human error occurs (due to being locked out, losing the key, running out of, or using the incorrect type of fuel) during the rental period, Avis provides complimentary Roadside Assistance Plus (24-hour Call Center Service, 24-hour Emergency Roadside Assistance, and Towing Services). The Renter shall call 1800-88-2847, which is the toll-free number.

(4) FULL MAINTENANCE

-> Throughout the rental period, Avis undertakes full maintenance and servicing (as a result of normal wear and tear) of the vehicle as recommended by the manufacturer. Full maintenance does not cover any repairs or replacements that are a result of accidental damage or any overhaul repair of the vehicle. Any such cases will be referred to Avis and all incidental costs thereafter will be borne by the Renter.

-> Normal wear and tear occurs when the vehicle deteriorates as a result of normal use. It is

not to be confused with damage that occurs because of a specific event or series of events such as impact, accident, incident, harsh treatment, negligent acts, or omissions.

(5) RATES DO NOT INCLUDE OR COVER THE FOLLOWING ITEMS:

-> Interior Cleaning: The Renter is liable for all interior upholstery and car mat cleaning if the vehicle is returned with dirty interiors. The Renter is also liable for all interior and exterior damages and/or defects caused by events that do not fall within the normal usage of the vehicle.

-> Interior Damages: The Renter is liable for all damage to instruments, knobs, and fittings in the vehicle.

-> Missing, Stolen, Broken, or Missing Accessories: The Renter is liable for all missing, stolen, or broken parts during the rental period or vehicle return unless the vehicle is damaged at the same time during an accident. For example, child seat, GPS navigator, spare tires, rims, wheel cap, tools & jacks, lamp, audio set, gear lock, lighter, wiper, switch & control button, mats, rear-view mirror, side view mirror, sun visor, head rest, etc. Lost or damaged supplementary parts or accessories will be the responsibility of the Renter.

-> Lost Vehicle Keys/Duplicate Vehicle Keys: The Renter is liable for all replacement costs, which include a new set of keys and security system, and or whatever items pertain to the lost vehicle keys and vehicle alarm system.

-> Missing, Stolen, or Broken Belongings: Avis is not liable for any missing, stolen, or broken items from the Renter's belongings during the vehicle's return for servicing and maintenance. It is advisable for the Renter to remove their valuable belongings when the vehicle returns for servicing and maintenance. For example, laptops, watches, sunglasses, notes, coins, touch & go, shoes, smart tags, and others.

(6) DELIVERY AND COLLECTION SERVICES

The vehicle must be picked up and returned to the Avis office. However, delivery and collection services are available upon request (subject to manpower availability). The delivery and collection charges are calculated based on distance and timing. Please enquire with your Avis representative before confirmation of booking.

(7) ONE WAY AND INTERCITY / STATE CHARGES

If the Renter picks up a vehicle in one place and drops it off somewhere else, the one-way and intercity charges will be imposed. The charges are to cover the cost of taking the vehicle back to its original location. The charges are calculated based on distance and timing from RM50 to RM350 (subject to 6% service tax) within Peninsular Malaysia and RM350 to

RM800 (subject to 6% service tax) within East Malaysia. Please refer to the Avis representative before confirmation of booking.

(8) SURCHARGE FOR NON-OPERATING HOURS

Pick-up or delivery, and drop-off or collection services before or after operating hours, on Sundays, or on public holidays will incur an additional surcharge. Before / after operating hours is RM100 (subject to 6% service tax); After 0000 HRS (12:00am) to 0700 HRS (7:00am) is RM150 (subject to 6% service tax). It is advisable for the Renter to check the Avis business hours before confirmation of booking.

(9) EXTENSION OF RENTAL / EXCESS HOURS

-> Daily and weekly rental rates are based on 24 hours, and should the rental exceed more than 30 minutes, it would be charged as an additional day rental.

-> Monthly rental rates are based on a calendar month, and if the rental exceeds one (1) month, the pro-rata extended day rental will be calculated.

(10) REFUELLING SURCHARGES

The vehicle or replacement vehicle will be delivered with a full tank of fuel. At the end of the rental, the vehicle or replacement vehicle is to be returned with a full tank of fuel. A refueling surcharge will be levied if the vehicle or replacement vehicle is returned with less fuel than when originally checked out. The Renter shall return the vehicle or replacement vehicle at the same level as when picked up. Please refer to your Avis representative for more information on fuel charges before confirmation of booking.

(11) TODDLER SAFETY SEAT

The toddler safety seat is available at RM10 per day, with a maximum rate of RM100 (subject to 6% service tax). Pre-booking is required. A missing or damaged toddler safety seat will be charged RM300.

(12) GPS NAVIGATOR

The GPS Navigator is available at *RM20 per day and maximum rate of *RM200. Pre-booking is required. Any faulty unit should be immediately informed Avis for a replacement unit. No refund would be given if feedback upon return of vehicle.

The following prices will apply in case of:

1. Missing/damaged Avis Satellite Navigation unit: **RM600.00**
2. Missing/damaged Vehicle Power Cable: **RM160.00**

3. Missing/damaged Suction Cup/Cradle: **RM180.00**

* The above rates and prices are subject to a 6% service tax.

(13) REPLACEMENT VEHICLE

A replacement vehicle will be provided within 24 hours if required (only when the vehicle has been grounded for accident-related mechanical repairs or regular servicing). The replacement vehicle can be of any age and similar capacity.

(14) DRIVER AGE LIMIT & DRIVING LICENSE

-> The driver and all authorised drivers must be at least 23 years old and maximum 65 years old. A driver must possess a valid, current local Malaysian driving license or an international driving permit with at least one year of driving experience. Probationary drivers ("P" license holders) are not permitted.

-> The Renter shall provide a photocopy of the driver's driving license and a passport or identity card upon signing of the Vehicle Rental Agreement.

-> For information on converting a foreign driving licence to a Malaysian Driving License, please refer to this website.

(15) ADDITIONAL DRIVER

Additional drivers will be charged RM10 (subject to 6% service tax) per person per rental. All additional drivers must register upon pick-up of the vehicle and must meet Avis qualification standards (refer to Item 13).

(16) USAGE OF VEHICLE

-> The vehicle is prohibited from being driven in Singapore, Thailand, Brunei, Indonesia, Labuan, Langkawi, Tioman, Redang, Pangkor, etc. It is prohibited to be driven on a non-gazetted road or off-road.

-> Only use for business purposes, not for sub-hire or roadtest/demo driving, any sort of racing, or used to teach someone to drive. -> If the Renter is found to be in breach of the conditions mentioned above, the Renter shall be liable for all expenses incurred, including under-carriage repair, cleaning, and interior upholstery.

(17) VEHICLE MAKE & MODEL

The booking will only be confirmed based on the vehicle group, not the make or model of the vehicle that the Renter want to rent. If the confirmed vehicle is not made available upon pick-up of vehicle, Avis will replace another vehicle. The replacement vehicle can be of any age and similar capacity.

(18) HIRE & DRIVE PERMIT

As required by law, each vehicle must register for a hire & drive permit, and Avis will keep a copy of the permit for safekeeping.

(19) SECURITY DEPOSIT & LATE INTEREST CHARGES

-> For daily, weekly, and monthly rentals, if the Renter does not have a credit account with Avis, the Renter must pay by credit card and a deposit is required. Please contact an Avis Representative to apply for a credit account. For six-month or eleven-month rentals, a one-month security deposit is required.

-> Daily or weekly rentals are billed at the end of the rental period. Monthly, six-month, and eleven-month rentals are all billed on the first calendar day of the month.

-> In the event of a late payment, an interest charge of 18% per annum will be imposed. Calculated daily.

-> The deposit cannot be used to pay for future monthly rentals. Upon completion of the agreed rental and the necessary checks and inspection, Avis will refund the said amount to the Renter without further demand.

(20) MODE OF PAYMENT

-> If Renter has a credit account with Avis, payment options include company cheque, corporate credit card, and online banking.

-> Diners Club, debit and credit cards, as well as cash and personal cheque, are not accepted.

-> Payments paid via company cheque should be made payable to DRB-HICOM EZ-DRIVE SDN BHD.

-> For personal rentals, a credit card imprint will be obtained, and a payment charge will be imposed upon vehicle return, which will include any miscellaneous charges, such as fuel, delivery fee, collection fee, excess charges, summons, or fines.

(21) PARKING AND TRAFFIC FINES

The Renter named in the Vehicle Rental Agreement is accountable for all parking fees, traffic fines or summonses incurred during the rental period. Avis reserved the right to charge the Renter for any traffic fines or summons incurred during the rental period. Additionally, an RM10 administrative surcharge each case (subject to 6% service tax) would be applied.

(22) PUSPAKOM INSPECTION

All hire and drive vehicles must undergo a routine inspection every six months or one year in accordance with the Road Transport Act 1987. Avis is responsible for arranging and sending the vehicle to PUSPAKOM for routine inspection.

(23) EARLY TERMINATION

-> For daily, weekly, and monthly rentals, the Renter is allowed to terminate the vehicle rental agreement at any time. For six-month or eleven-month rentals, however, the Renter is not allowed to terminate the vehicle rental agreement prior to its expiration date.

-> Avis reserves the right to recover the rental for the unexpired term of the vehicle rental agreement. The Renter must pay the amount due to Avis within thirty (30) days from the date of termination of the vehicle rental agreement.

(24) CANCEL AN EXISTING OR NEW BOOKING FOR FREE

-> Should you need to cancel a bookings, your refund will processed in full, and will reach your account within 5 working days.

-> Our flexible cancellation policy works like this:-

Free cancellation on 'Pay Online' (prepaid) bookings, up to 48 hours before the day your rental was due to begin.

If you cancel less than 48 hours before the day your rental was due to begin, you will receive a full refund, minus the lower of (i) 2 days of your booking, or (ii) a fixed fee depending on the country you booked in (GBP60, EUR65, CHF76).

You can cancel 'Pay on Collection' (pay later) bookings up to the time your rental was due to begin without a penalty.

No refunds shall be provided in the case of no-shows, where a surcharge or fee may apply.

(25) EXTENSION OF RENTAL

-> If the Renter wishes to extend any rental, the Renter must contact Avis at 1-800-88-2847 or use a method Avis approves to request the extension before the Renter's return date.

-> Avis may or may not grant an extension or decline to grant it for the entire period the Renter requests, in Avis' sole discretion. If the Renter does not return the vehicle to the specified location, the Renter may be subject to criminal penalties.

(26) APPLICATION PROCEDURES

- Quotation
- Acceptance of the quote
- For first-time customers, renters are required to open an account by submitting a credit application form. If the credit application is not approved, Avis has the right to cancel the quote.
- Sign the Booking Confirmation Form
- Sign the vehicle rental agreement
- Vehicle collection

(27) TERMS AND CONDITIONS

The Renter is subject to the terms and conditions of the vehicle rental agreement.

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