Jan 22, 2019

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OFFICE OF THE ATTORNEY GENERAL STATE OF FLORIDA

Florida Attorney General's Office News Release

Refunds for Consumers Misled About Toll Fees



TALLAHASSEE, Fla.—Attorney General Ashley Moody's Office obtained a court enforceable agreement with Dollar Thrifty Automotive Group, Inc., a holding company that owns the Dollar and Thrifty car rental companies. The settlement agreement resolves an investigation regarding Dollar Thrifty's practices involving add-on fees for cashless tolls in Florida and other related add-on charges.

Attorney General Ashley Moody said, "Companies owe it to their consumers to be upfront about all of their services and the prices and fees that accompany them. This case not only affected Floridians, but people visiting Florida from all over the country. I am hopeful that this settlement will provide relief to consumers harmed by the company's actions and prevent future harm."

Attorney General Moody's Office investigated allegations that Dollar Thrifty companies did not sufficiently disclose that consumers would be charged an additional fee of $15 per toll they incurred on cashless toll roads in Florida, up to a maximum additional charge of $105 in Dollar Thrifty fees. Many consumers also complained about Dollar Thrifty's PlatePass service, an optional product that costs $10.49 for each day of the rental period. From the complaints, consumers stated they were misled about the need for PlatePass to guard against fines or traffic infractions or were misled about the costs of PlatePass or the per toll charges imposed by Dollar Thrifty.

The agreement requires Dollar and Thrifty to clearly and conspicuously disclose its toll fees and PlatePass fees to consumers renting a Dollar Thrifty car. Clear disclosures of the fees and charges must be provided on the company websites, online reservation paths, confirmation

emails and at the rental counters. Dollar and Thrifty must also explain how consumers can avoid these charges.

Additionally, the companies are required to provide consumers with truthful information about damage waiver products. The rental car companies must clearly and conspicuously disclose the cost of any damage waiver product and cannot impose a damage waiver fee once the consumer has declined coverage. The companies also may not charge consumers for a higher car class when the car class reserved by a consumer is unavailable. The per day cost of any car class upgrade must be clearly and conspicuously disclosed.

The settlement also requires both companies to provide refunds to any consumers charged for toll fees or PlatePass charges without sufficient disclosures or who were misled or lied to about the terms or existence of toll fees or PlatePass charges, who have not already been reimbursed and who file a claim for a refund. Consumers wrongfully charged for toll fees or PlatePass by Dollar or Thrifty during the period Jan. 1, 2011 through Jan. 7, 2019, may file a claim for consideration of a refund and all claims must be filed by July 6.

Consumers that already filed complaints with the Office of the Attorney General, the Better Business Bureau, the Federal Trade Commission and the Florida Department of Agriculture and Consumer Services do not need to file a claim. Those complaints are already being considered for a refund.

For information to file a claim, click here.

To view the settlement agreement, click here.