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**PREAMBLE**

Thank You for renting with Europcar!

EUROPCAR IB, S.A. (“Europcar”) is a private limited company incorporated in Spain under company number A-28364412 with registered office at *Avenida del Partenón, 16-18, 28042-Madrid*

In accordance with the present general Terms and Conditions of Hire (“T&Cs”), Europcar will have the following obligations:

- rent a Vehicle (a car or a van or a motorcycle) to You (the person named in the Rental Agreement – as defined below – and who signs it) for the period of time (not exceeding 90 days) that is specified in the Rental Agreement (the “Hire Period”) plus any accessories that You wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services with all of our rentals and offer You other services which are available at an extra cost.

The contractual relationship between You and Europcar is governed by the following documents:

- the Rental Agreement, including if applicable its specific conditions (the document signed by You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online)
- the Europcar Insurance and Protection General Conditions
- the Recommended Tariff Guide to additional costs;
- the present T&Cs which apply to all aforementioned documents.
- In case of a contradiction between the documents above listed, the terms of the first document will prevail over the following document.

**1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?**

The T&Cs will apply to the person who subscribes the Rental Agreement and that provides as a guarantee of the Vehicle the corresponding credit card of which he/she is the holder. The person that subscribes the Rental Agreement shall assume all the associated costs (regardless the person that appear as the driver of the Rented Vehicle) as well as any (other) driver expressly indicated in the Rental Agreement, and, therefore being authorised to drive the Vehicle.

All persons identified in the Rental agreement are jointly and severally liable for payment of sums due under the contract.

In the event the reservation have been made and prepaid by a third party, other than the renter (the renter is the person that subscribes the Rental Agreement and is the holder of the credit card provided as a guarantee), and said third party decline afterwards the charge made by Europcar as prepaid of the car rent, Europcar may directly require the renter (and jointly and severally to all the authorized drivers that appear in the Rental Agreement), the payment of the corresponding amount.

**2. WHO CAN RENT AND WHO CAN DRIVE?****Who can rent?**

Any physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the throughout the Hire Period; and
- who has the means that will be accepted by the relevant local Europcar company (see table below) to pay for the hire of the Vehicle and any associated costs;

Payment method accepted by Country	SPAIN
Cash	√
Credit cards Cards* For the codes FFAD, FFAR, LEGD, LDGD, XDGR, UXAR, GXAR, UXAN, SXAM, LVAD, XTMR, ITMN, GFAR, PFAR, PTMR, PZAR, UDAR, belonging to the Selection-Luxury category vehicles, <u>two credit cards will be required.</u>	√
Europcar Paying Method	√
Vouchers	√

- who provides valid identification documents as indicated in the table below.

Documents required by Country	SPAIN
ID or Passport issued by countries belonging to EU	√
Passport (for citizens of countries not belonging to UE)	√
Driving license (mandatory in any case)	√

[√] Mandatory

**Who can drive? (the "Driver")**

An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements:

- is expressly mentioned and fully identified on the Rental Agreement (and this may also be the renter)
- provides a valid driver license and a valid identification document (national ID card or passport) in force;
- holds a valid driver license for a period of one year at least and is aged above 21 or 25 years old according to the category of vehicle indicated as follows

Category of the Vehicle	España
Mini	21
Economy	21
Compact	21
Intermediate	21
Standard	21
Truck	21

Premium	25
Luxury	25
7 y 9 Pax.	25

#### Who cannot drive the Vehicle?

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle.

In addition, any person who cannot provide valid identification documents as indicated in this section.

If You allow an unauthorized person to drive the Vehicle then this is considered as a breach of the T&Cs and You will be responsible for any consequences that may arise as a result included the possibility to responding before Europcar for the damages caused by you and/or an unauthorized person.

In such circumstances the unauthorized driver will not be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

### 3. WHERE CAN I DRIVE THE VEHICLE?

You may drive a Vehicle in the following countries or territories (“**the Territory**”):

Peninsular Spain, the Balearic Islands and the Canary Islands, as well as in the European continental part of the following countries: Andorra, Austria, Belgium, Denmark, Finland, France Germany, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and in the British Isles. Also, in Italy, San Marino, Vatican City and the British Islands you may only use vehicles with the following Acriss Codes: EBMR, EDMR, CCMR, CDMR, IDMR, SDMR, according to their equivalence in the General Rates in force.

The use of Industrial Vehicles, Cargo Vans and Off-road Vehicles is only permitted in Spain and Portugal.

**Please be aware that You must comply with traffic road regulations in the country where You drive the Vehicle.**

### 4. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?

You can rent either a passenger car, either a motorcycle or a van and You must drive the Vehicle in accordance with its intended use as follows:

- the passenger cars and motorcycle are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate), with no professional or commercial purpose;
- the vans may be used for the carriage of goods up to the weight limit resulting from the vehicle registration certificate.

You are informed that Europcar does not cover the goods carried into the vehicles and cannot be held liable for eventual property and/or objects You may have forgotten into the Vehicle. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the lease.

### 5. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?

When renting a Vehicle from Europcar, You and/or any Driver must comply with the following obligations:

- You must return the Vehicle and its keys, accessories and documentation to Europcar at the return station mentioned in the Rental Agreement on the expiry time and date specified on the Rental Agreement (Europcar allows a 29 minutes tolerance period) and in the condition that Europcar provided it to You at the start of the Hire Period. If You do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these T&C and in particular Article 12 (What is the Vehicle return policy).
- You and/or any Driver must never drive the Vehicle outside the Territory. If You and/or any Driver are driving the Vehicle outside of the Territory then You and/or the Driver must obtain Europcar’s prior written consent. Moreover, You should ensure during the check-out that the Vehicle has the proper equipment in accordance with local traffic rules of the country that You and / or the Driver will drive or cross.

- You and/or the Driver must reasonably drive the Vehicle in accordance with all applicable road traffic laws and regulations and You should ensure You and/or any Drivers are familiar with all relevant local driving regulations.
- In the case of using the vehicle for transporting persons who are no taller than 135 centimetres, You must communicate this circumstance to Europcar. This is so that the latter may provide the corresponding obligatory retention device, which without being fixed to the vehicle is officially approved in accordance with the weight and height of the child or person who must use it. Detailed instructions from the manufacturer as to the correct fitting of the seat and the child or person who is to use it must also be supplied. Under no circumstances will Europcar be obliged to carry out the installation and/or fitting of the aforementioned obligatory retention device to the vehicle; the former merely complies with the aforementioned obligation to deliver the same to You, on communication from you. In any case Europcar will not incur any possible liability deriving from bodily injuries or property damages that may occur as a consequence of the non-compliance by You with the above-mentioned obligation of notification. The same is true of the failure to use or install the obligatory retention device or its incorrect use by You and of any possible defect of manufacture of the above-mentioned obligatory retention device.
- You must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers.
- You and / or any Driver must guard the Vehicle with the utmost care as a good father, and in all circumstances, You shall make sure it is closed and protected by its anti-theft devices when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either Yours and/or any Driver's driving ability.
- You and/or any Driver You must refill the vehicle with the appropriate type of fuel. If unsuitable fuel should be added, unless You demonstrate that the mistake is attributable to a third-party You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the Damage caused to it calculated according to the rules described in the section below (*Damage to the Vehicle*).
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
  - for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and/or any of its accessories,
  - for carrying passengers for hire or reward, unless otherwise agreed by Europcar (for instance for car sharing purpose),
  - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
  - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle);
  - for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorised in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet,
  - for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not,
  - for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar express written authorisation),
  - to give driving lessons, accompanied driving ("*conduite accompagnée*")
  - to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook when the maximum load will be 1,000 kilo),
  - on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle, or for the Vehicle itself, such as beaches, unsuitable roads, forest paths, mountains, etc., which are not authorised and paved roads, except special dispensation given in writing by Europcar
  - to commit an intentional offence.
  - for being transported on board any type of boat, ship, train (except from Eurotunnel), lorry or aeroplane unless express written authorisation has been given by Europcar,
  - Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar express written authorisation. If Europcar grants our consents to You in accordance with the above, Europcar will inform You of the third party insurance cover that may be applicable in this case and which will vary depending on the circumstances.
- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, You and/or any Driver are required to perform customary inspections as to the Vehicle condition such as oil and water level, tyre pressure.

You can be held liable to Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the above mentioned obligations may limit any right to compensation for the damage which You could claim for.

Likewise, in case of infringement to the above mentioned obligations, Europcar reserves the right to demand immediate return of the Vehicle, without prior notice

You and / or the Driver are obliged not to remove, alter, manipulate, modify or in any other way hide or cover, totally or partially, the stickers present in the rented Vehicle, otherwise Europcar has the right to claim all damages caused to Europcar as a consequence of said breach, as well as all fines, tolls, penalties or sanctions that fall on the rented Vehicle or on Europcar, as a result of this elimination, alteration, manipulation, modification, concealment or concealment of the stickers.

**6. WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?**

The basic rental charge includes the following mobility services:

<b>Mobility services / country of rental</b>	<b>SPAIN</b>
Technical assistance to the Vehicle	√
Right to return the Vehicle in the same town	√
Cleaning of the Vehicle	√
Automobile Third party liability	√
Limited Mileage	/
Unlimited mileage	/

[ [√]Included – [/] Depending on the applicable rate/product

**7. WHAT ARE THE OTHER MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?**

Depending on Your country of rental Europcar proposes You several additional services as follows:

<b>List of products / services by Country</b>	<b>SPAIN</b>
Baby seat	√
Add driver	√
One way	√
Add rental days	√
Pick up and return out of hours	√
Pick-up in Airports and/or Train Stations	
SAT NAV	√
Refuelling Service	√
*Collision Damage Protection (CDW); Super Damage Protection (SCDW), Full Damage	√

Protection (SPCDW)	
*Theft Protection (THW) Super Theft Protection (STHW), Full Theft Protection (SPTHW)	√
*Glass and Tyres Protection (WWI)	√
*Assistance Plus Protection (RSA)	√
*Fine Appeal Protection (FAW)	√
*Good in Transit Protection (GIT)	√
*Personal Accident Protection (PAI) and Super-Personal Accident Protection (SPAI)	√

– [√] Available

#### **7 bis \*PROTECTIONS AGAINST DAMAGES CAUSED TO THE VEHICLE AS A CONSEQUENCE OF A COLLISION, THEF OR ACT OF VANDALISM. LEGAL DEFENSE IN THE CASE OF ADMINISTRATIVE TRAFFIC INFRACTIONS**

*Please refer to Europcar Insurance and Protection General Conditions attached to your confirmation email, or available from Europcar Stations, and in the section Terms and Conditions of our website [www.europcar.es](http://www.europcar.es) in order to learn all about the conditions, exclusions and other specifications related to the following protection offered through Europcar:*

- **CDW** (Colisión Damage Protection): The CDW is an optional service offered directly by Europcar which frees You (except for the amount of the excess), by means of its undertaking, of the financial liability exclusively for the damages caused to the Vehicle as a consequence of a collision against another vehicles or fixed or mobile objects, excluding those caused by acts of vandalism except in the event the latter occur during the use of the Vehicle.

Under no circumstances should be covered by CDW those damages caused on crystals, optics, rear-view mirrors, wheel rims and tires of the leased Vehicle when occurring in situations different from those described in the foregoing paragraph. As for crystals, optics and mirrors, damages as a result of dents with ironstones or other type of stones shall not be covered.

- **SCDW** (Super Damage Protection) and **SPCDW** (Full Damage Protection): SCDW and SPCDW are optional services directly provided by Europcar and they are offered exclusively by him only for a specific group of clients and/or vehicles which, through their hiring, they partially (SCDW) or totally (SPCDW) exempt You from paying the minimum amount at his own cost (excess) not covered by CDW.

The excess amount is set in the General Effective Rate, and it may appear in the rent agreement regardless of its hiring being made by SCDW or SPCDW. If the CDW has not been subscribed to and/or any of the CDW exclusions set out in the above mentioned Europcar Insurance and Protection General Conditions apply, then the SCDW and SPCDW shall not be applicable.

- **THW** (Theft Protection): exemption (except for the amount of the excess) from liability in the event of total or partial theft of the vehicle and damages caused to same by acts of vandalism during its parking when it is not being used by the renter

The THW is an optional service provided directly by Europcar which, when contracted, exempts You (excluding the corresponding excess amount) from financial liability for the total or partial theft of the Vehicle and damage caused to it as a result thereof and/or of acts of vandalism during its parking when it is not being used by the Renter

Under no circumstances should be covered by THW the total or partial theft, and damages caused on crystals, optics, rear-view mirrors, wheel rims and tires of the leased vehicle when occurring in situations different from those described in the foregoing paragraph.

- **STHW** (Super Theft Protection) and **SPTHW** (Full Theft Protection): partial or total exemption from payment of the excess to be borne by the renter not covered by THW.

STHW and SPTHW are optional services directly provided by Europcar and they are offered exclusively by him, only for a specific group of clients and/or vehicles which, through their hiring, they partially (STHW) or totally (SPTHW) exempt You from paying the minimum amount at his own cost (excess) not covered by THW.

If THW is not hired and/or if any of the THW coverage exemptions set forth in Europcar Insurance and Protection General Conditions are applicable, SCDW and SPCDW shall not be applicable.

The excess amount is set in the General Effective Rate, and it may appear in the rent agreement regardless of its hiring being made by STHW or SPTHW.

- **WWI** (Glass and Tyres Protection): WWI is an optional service directly provided by Europcar and it is offered specifically by him, only for specific groups of clients and/or vehicles that, through is hiring, offers the following protections:

Exemption from the obligation to pay for damage and/or loss caused only and exclusively for crystals, optics and rear-view mirrors of the rented vehicle as a result of dents with ironstones or other types of stones.

Exemption from the obligation to pay for damage and/or loss to the vehicle's rims or tyres, including the spare one, if it was the result of a puncture or hitting kerbs during parking manoeuvres.

In the event WWI is hired as an individual product or as part of a Premium Protection package, mentioned in the section Combination of Protections, no excess shall be applied due to the damages caused on the aforementioned elements and circumstances.

In the event WWI is hired as part of a Medium Protection package, mentioned in the section Combination of Protections, the damages described herein shall be subject to application of the partial excess set in the General Effective Rate.

In any case, the excess amount set in the General Effective Rate may appear in the rent agreement regardless of the modality (individual product or part of any of the aforementioned packages) under which WWI has been hired.

- **RSA** The RSA is an optional service provided directly by Europcar that enables you to improve the coverage of the roadside assistance service included in your rental. This product offers the following protection:

Exemption from the obligation to pay the flat fee set out in the Recommended Tariff Guide for those circumstances not covered by the roadside assistance service.

In addition, purchasing this protection authorizes you to transport the vehicle for use between the peninsular territory of Spain and the Balearic Islands (except for Formentera Island) / between the Balearic Islands (except for Formentera Island) / between the Canary Islands – even if you don't originally inform us but decide to transport the vehicle sometime after making the booking. However, this protection does not cover the additional charges that would be implied in the event that you return the vehicle to a different Europcar office than the office it is collected from.

- **PAI**: (Personal Accident Protection). The PAI is a personal accident insurance taken out with ACS , under policy number XFR0078448GP that provides cover for both the driver and the vehicle's occupants, contracting an indemnity in the event of death and/or permanent invalidity and provides limited reimbursement of medical cost arising in the case of a collision or traffic accident during the use of the Vehicle

- **SPAI**: (Super Personal Accident Protection). SPAI offers an alternative and superior protection to the one offered by PAI, through insurance policy number XFR0078449GP, signed with the business organization ACS which guarantees, both for the driver and the passengers of the vehicle through hiring, a limited reimbursement of the medical expenses due to collision or circulation accident during the use of the leased vehicle.

Furthermore, when hiring SPAI, it offers compensation in the event of loss, damages, theft or destruction of your luggage and the personal effects contained therein, as a result of a collision or traffic accident, as well as in the event of theft of such property.

- **GIT** (Goods in Transit Protection). Goods protection for vans transportation vehicles The GTI is an optional insurance taken out with the entity ALLIANZ, COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A. under policy



no.027890139 applicable exclusively to rentals of Industrial Vehicles and Freight Vans for cover, when contracted, of indemnity for damage suffered by the merchandise transported by you in the Vehicle, as a consequence of a collision, traffic accident or theft.

- **FAW** (Fine Appeal Protection): The FAW constitutes optional insurance covering Legal Defence in the case of Administrative Traffic Infractions and the Limited Reimbursement of Enrolment Expenses in Drivers' Education Courses aimed at Partially Recovering Points.

The cover provided by PAI, SPAI, GIT, FAW and Third Party Liability Insurance, are guaranteed by the insurer with whom EUROPCAR has taken out the corresponding insurance policy applicable in each case; and they remain subject to what is agreed upon in the general and specific conditions of said policy (a copy of which may be consulted in all Europcar offices) and to existing legislation.

## 8. COMBINATION OF PROTECTIONS

Some of the protections mentioned in the previous section may be offered by EUROPCAR in a combined way and for specific groups of clients and/or vehicles under any of the following modalities:

- a) *Medium* Protection: the following protections shall be included under this modality: SCDW, STHW, WWI and PAI.
- b) *Premium* Protection: the following protections shall be included under this modality: SPCDW, SPTHW, WWI, and SPAI.
- c) *Selection* Protection: the following protections shall be included under this modality: SCDW, STHW, WWI and SPAI.
- d) *Plus* Protection: the following protections shall be included under this modality: SPCDW and WWI.

In any case, the hiring of any of the aforementioned combinations shall require, in all cases, previous joint hiring of CDW and THW.

## 9. WHAT IS INCLUDED IN THE PRICE I PAY?

The information You provide Europcar with at the time of booking (such as the duration of the rental or Your age or any additional Driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The price of Your rental will be those in force at the time of booking or at the time You make any subsequent changes to the booking.

The price You will pay comprises the following costs:

- The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard mobility services above mentioned)
- Any other mobility services You choose to add at Your further cost
- VAT or equivalent applicable tax
- Any additional fees that are linked to You personally (for example: Your age (if You are a young driver...)).

By contracting with Europcar, You expressly allow Europcar to charge Your means of payment for any unpaid amount related to Your rental. In this regard, Your express consent will be given at the Europcar station when you will provide our agent with your mean of payment before picking up the Vehicle.

## 10. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit.** In addition to the rental price (that You have prepaid during the booking or that You will pay at the pick-up time) Europcar is requiring You to leave Europcar with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station. Should you need any additional information regarding the deposit, please refer to the paragraph below (article 20 *Must i pay a deposit before picking up the Vehicle?*) or do not hesitate to contact Europcar at the following number : + **34 911 50 50 00.**

- Europcar may also charge You for various services that Europcar will have to perform relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariffs Guide attached to Your confirmation email (if a rental reservation is made online) and available from Europcar stations and/or on the Europcar website.
- [or][and] available from Europcar Branches and in any case in the section Terms and Conditions of our website [www.europcar.es](http://www.europcar.es) Such charges and fees include without limitation:
  - Administration fees for handling fines or tolls and the amount requested by the competent authority. Please note that such administration fees are payable in addition to the fine or toll to which it relates and You are fully liable to pay such fines or tolls
  - Cleaning fees for a Vehicle returned in an unacceptable (more than the contractual use) and/or dirty state
  - Charges for lost or stolen keys
  - **“Damage”** or loss caused to the Vehicle not covered by the protection you may have subscribed to with Europcar (please refer to the Europcar Insurance and Protection General Conditions attached to Your confirmation email or available from Europcar stations and/or the Europcar website)
  - All and any fuel used during the Hire Period
  - Additional mileage over and above the mileage that is included in the rental charge (if any)
  - The following additional specific fees and charges: (i) extra charges linked to the rental made in stations located in airport or rail stations; (ii) the cost to return the Vehicle to a Europcar stations other than the one from which You picked it up; (iii) the extension of Your rental)

## 11. WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP AND RETURNING THE VEHICLE?

### Pick Up

When You pick up the Vehicle from Europcar You will be asked to sign among the others a section on the Rental Agreement that describes the Vehicle’s condition at that particular time.

If You notice any apparent defect or damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change to it before picking up the Vehicle. Failure to request the above mentioned notice for this additional apparent defect or damage, Europcar is entitled to assume that You have accepted the Vehicle in the condition set out on the Rental Agreement and to charge You for any new damage that is noted by You and the Europcar agent when the Vehicle is inspected by both parties at the time of its return.

## 12. WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?

### a) Return of the Vehicle during opening hours of Europcar’s station

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar station for the cost mentioned on the Recommended Tariff document attached to your confirmation e-mail if you made the reservation through distance means. This document may also be consulted on spot in stations and/or on Europcar website.

The Hire Period will end when You return the Vehicle to the Europcar station and hand the Vehicle keys and the registration documents to a Europcar agent or its representative.

Any return of the Vehicle at an earliest stage than the date and time mentioned on the Rental Agreement shall not give rise to any reimbursement

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent or its representative and countersign a Vehicle restitution damage report.

Europcar shall give You a signed document where Europcar declares that the Vehicle was regularly returned to Europcar.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

### b) “Out-of-hours” return service

Europcar recommends to return the Vehicle during opening hours of its stations. However, to meet the specific needs of some of its clients, Europcar offers, in certain stations, an additional “out-of-hours” service

If You opt for this “out of hours” service, You accept that the Vehicle condition report can be drawn by the Europcar agent or its representative without your presence and after the drop off the keys.

In stations offering “out of hours” return services, the above-described procedure (see point 12)-a)) was adapted to enable these stations to offer this service in the best possible conditions.

In particular, You are to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that will have been hand in to You to that matter when You picked up the Vehicle and on the accident report (if any) duly completed and signed. This documents must be returned with the keys in the “keys drop off box” provided for that effect.

Please note that your Rental Agreement does not automatically ends when You drop off the keys: the Vehicle will remain on the parking space where You will have parked it until opening of the Europcar station that will proceed to the inspection of the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle on an area provided for that purpose and in a manner so that the Vehicle is not a danger to others or hamper traffic as aimed by the applicable traffic regulations. You must also leave the Vehicle registration papers in the glove box.

Providing that the Vehicle is inspected at a later stage – during opening hours of the station – Europcar recommends You to take photographs of the Vehicle in order to keep evidences of the state of return of the Vehicle once it is parked and before the drop off of the keys.

Once the inspection is made and in the absence of damage, Europcar will send You a document where it will declared that the Vehicle has been regularly returned.

Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle.

**c) Return of the Vehicle without your presence and during opening hours of Europcar’s station.**

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the Vehicle itself without your presence and to register your refusal of a contradictory inventory.

The same Procedure as the one described above will applied (See 12°-b)).

**d) Late return of the Vehicle**

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 24 hour elapses without there being any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and shall report this to the competent local authorities.

In such case Europcar will be entitled to claim to You all the damages and losses suffered by Europcar, including the value of the Vehicle, and all the fines, tolls, penalties or sanctions that falls on the Vehicle as a result of demands issued to it by public administrations for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence.

Europcar will also be entitled to start legal proceedings in order to claim the immediate return of the Vehicle. In such case, protections and additional contractual services would have no effect.

### **13. DAMAGES TO THE VEHICLE**

In case of differences between the state of the Vehicle as described upon check out and the one identified upon return, You may pay the amount as defined below.

**a) Damages identified upon return of the vehicle and in your presence**

If some damages are identified upon return of the Vehicle when the inspection made, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damages by signing the statement of return of the Vehicle, and providing an accident report, Europcar will hand in to You an assessment of repair costs that may be charged to You.

Repair costs vary depending on the type of damage:

- Light damage: it will be considered light damage those included in the list of damage and average repair cost, certified by an external damage assessment company. Light damage will be charged according to the above mentioned list which is available at any Europcar station and on our website, along with damage administration fees and vehicle immobilisation costs.

- Other damages: Light damage not included in the above mentioned price list and/or other more Serious Damage will be evaluated by an expert and charged according to the expert's report or a cost estimation made with an independent auto-repair garage.

If You contest Damages and their invoicing by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see article 12)-b).

**b) Damages identified in case of an out-of-hours return and without your presence**

If Damages are identified during the inspection of the Vehicle by a Europcar Agent or its representative without your presence, Europcar will send to you the following documents:

- Accident report (if any) and statement of return of the Vehicle describing all Damages identified
- pictures of Damages
- An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 13)-a) paragraph 2) and administration fees for the treatment of the Damage and the Vehicle immobilisation.

You will be able to challenge Damages identified and their invoicing within 14 days after the sending (by e-mail or regular letter) of the documents.

If You fail challenging or justifying within the above mentioned period of 14 days, Europcar reserves the right to invoice You the cost of repair identified.

**c) Common rules**

Please note that depending upon the damage suffered by the Vehicle and the type of protection You have subscribed to with Europcar (see the *Europcar Insurance & Protections* General Conditions attached to Your confirmation email or available from all Europcar stations, and/or on Europcar's websites) ) You may or may not be charged for the full amount of the cost of repair

In any case, You will be able to challenge Damages and their invoicing by acting pursuant to dispositions of article 24

**14. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?**

During Your rental, You must take all necessary protective measures to keep the vehicle in the same condition as that in which you have taken possession.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written authorisation. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession.

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

**15. WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?**

In case of mechanical breakdown or accident which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an assistance service, included in the price of Your rental. The terms of this assistance are set out in Appendix 1 of the present T&Cs.

In case of accident, You shall immediately notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete Accident Report and/or any other document which you believe will be useful in support of it.

In those cases, You should call the assistance service which is included in Your rental price.

The assistance service number is as follows: 900 181 735

In case of theft of the Vehicle, You shall notify Europcar within 24 hours of the time you discover the Vehicle is missing and provide Europcar with a copy of the report of theft filed before the local police authorities, the keys and official papers of the Vehicle if those have not been stolen

## 16. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?

You will receive a final invoice once all elements of Your rental have been settled and no earlier than the day after the Vehicle return date. You will pay or be charged the full amount in one or in several lots depending on the situation.

- If You book a Vehicle online:
  - You may decide to prepay (prepayment of the booking made online, via our call center or at the Europcar Station) your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive an invoice or a receipt for that prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the total amount (still) to be paid.
  - If You decide not to prepay Your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections You decide to take out before You take the Vehicle away will be shown on the Rental Agreement that You will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period. Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time). If You have incurred extra costs such as fines or tolls or caused damage to the Vehicle identified without your presence, then Europcar will charge You at a later date, these costs and the applicable administration fees (damage administration fees, fines administration fees), when Europcar becomes aware of them.
  - In this respect, You will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fine. In case of no objection or justification from You within the aforementioned period, the amount of these fees will be charged.
- Your invoice will be sent to You electronically. If You refuse to receive your invoice electronically, You can elect to receive paper invoice.
- In addition If the due date of payment shown on the invoice has expired and **if You are not a Consumer** (as defined by the applicable law –Act 1/2007, November 16th) You will be liable for late payment penalties stipulated in Law 3/2004, which establishes opposition methods against late payment in commercial operations.
- You explicitly agree:
  - that failure to make a single payment when due, or delinquency of payment shall entail immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement, and
  - that Europcar have the right to demand immediate return of Vehicle.

## 17. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### Modifications

You can modify Your booking, free of charge, provided You let Europcar know **at least 48 hours before** the rental is due to start.

Please be aware that new rental prices may apply if You modify Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place. Alternatively, You can call our Call Centre on 911 50 50 00.

### Cancellation and No Show

- If You have prepaid Your booking online:
  - You can cancel Your booking free of charge provided that You have given Europcar at least 48 hours notice before the rental is due to start.
  - If You cancel giving Europcar less than 48 hours notice, the prepaid amount will be refunded less a late cancellation fee (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).

- If You have not cancelled and fail to come to the Europcar Station to pick up the Vehicle, the prepaid amount will be refunded less a “no show” fee (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that You are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond Your reasonable (direct or indirect) control.

- If You have not prepaid Your booking online:
  - You may cancel or modify your booking free of charge up to the time of pick up of the Vehicle.
  - If you have provided your credit card details to guarantee and not cancel your booking and fail to collect the vehicle at the time of pick-up a no show fee will be charged (please refer to the Recommended Tariff Guide attached to Your confirmation email and available from Europcar stations and/or on the Europcar website).

### 18. WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- Give a call to our Call Center. Tf: 911 50 50 00
- Go to an Europcar station.
- Carry out a check of the Vehicle together with a Europcar agent
- Pay the rental as well as any additional charges
- Sign a new Rental Agreement or an addendum to the initial Rental Agreement

If You don't comply with the above mentioned conditions the terms of the above section “Return of the Vehicle” will apply .

### 19. WHAT IS THE FUEL POLICY?

You must be aware that rules applicable to fuelling and refuelling depend on the country of rental and the type of rental product You have selected. Please check carefully the rules applicable for every rental You make. Please ask Europcar's agent for details of all available options when you collect the Vehicle.

All Vehicles are supplied with a full tank of fuel at pick-up. Two options may then be made available to you:

#### 1) FULL TANK OPTION

- At pick up You pay for the price of a full tank of fuel. The price of this will depend on the Vehicle category.
- You may return the Vehicle with whatever fuel is left in it.
- Whilst Europcar will not charge You for refuelling the Vehicle Europcar will not reimburse You for any unused fuel.

#### 2) FULL TO FULL

- We provide You with a Vehicle with a full tank of fuel.
- You return the Vehicle with a full tank of fuel<sup>(1)</sup>.
- You pay nothing for either refuelling charge or fuel<sup>(2)</sup>.

<sup>(1)</sup> At return, to consider the tank as full, different rules are applied depending on the kilometers driven during the rental.

**You drove less than 100 km:** A valid station ticket will be asked as a proof of refueling to justify that the tank is full.

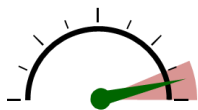
**You drove more than 100km:** The visual level of the gauge will be used as a proof of full tank. The tank is considered full if the fuel gauge is at maximum level (8/8).

A ticket is considered valid **as regarding the refueling date, the location of the petrol station and the amount refueled**. You should refuel a tank at a petrol station situated no more than 25 kilometers from the Europcar's station of return of your Vehicle. Please ask Europcar's agents in stations for additional information on ticket validity.

<sup>(2)</sup> **If the tank is not full**, you will be charged for fuel following two methods of refueling charges calculation depending on the kilometers driven during the rental. Please note that the price per liter and fuel type will be communicated by Europcar's agents in station when returning the Vehicle.

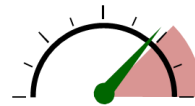
**You drove less than 100km:** You will be charged based on the average consumption of the Vehicle for the distance driven during the rental. The average consumption is expressed for 100 km and depends of the Vehicle model. Please ask Europcar's agents in station for additional information on average consumption of the Vehicle model that You rent.

**You drove more than 100km:** You will be charged based on the visual level of the fuel gauge. The calculation is based on the missing 8<sup>th</sup> expressed by the gauge if the gauge is divided in 8 levels or according to the scale indicated on the gauge. If the needle is between 2 graduations, the missing 8<sup>th</sup> will be calculated based on the closest graduation. If the needle is precisely in the middle of 2 graduations, the missing 8<sup>th</sup> will be calculated based on the highest graduation (in Your favour). For example you will not be charged in case the vehicle is returned with the gauge at or above 7,5. See below for an example of fuel charge calculation.



If the gauge is between 7 and 8 at return, you will be charged if the gauge is closer to 7

e.g. if the vehicle is return at 7,3 you are charged for one 8<sup>th</sup>



If the gauge is under 7 at return, you will be charged to the closest missing 8<sup>th</sup>

e.g. if the vehicle is returned at 5,8 you are charged for two 8<sup>th</sup>

**Regardless of the refueling charges calculation method:** If more than seven liters are missing at return, you will be charged for an additional refueling service charge (please refer to the Recommended Tariff's Guide). If less than seven liters are missing at return, you will not be charged for an additional refueling service charge.

## 20. MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When You pick up the Vehicle, You grant a credit card authorization for a deposit. The deposit is intended to cover additional rental costs.

If You have paid for your Hire in advance, the amount of the deposit is 300 EUR (or the equivalent in local currency).

If You have not already paid for your rental when You made the reservation, the rental cost will also be blocked to your credit card. In this case, the amount blocked to your credit card will be the rental cost plus 300 EUR (or the equivalent in local currency).

In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in the Hire Agreement. Please note that for prepaid booking, if You subsequently make additional purchases at the desk, the amount of these additional sales shall be added to the sum of the deposit. The deposit shall be released at the end of your Hire Agreement if no other costs are payable.

Notwithstanding the above, in the event you purchase the Premium Protection Package, the amount of the deposit shall be 100 EUR (or equivalent in local currency).

## 21. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

If You are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than the Euro) You can benefit from the currency conversion facility into the card's base currency when paying for Your rental. The Europcar agent offering this facility to You will enter Your reply into the system and the Rental Agreement will specify the option chosen. In that case, Europcar will take care of the currency conversion, using an exchange rate based on the Reuters index, with 3,25 % exchange fees. If You wish to change Your mind, You can do so by making the appropriate declaration when returning the Vehicle to the Europcar counter and will be forwarded Your final invoice in Euros. If for any technical reason Europcar was to be unable to provide this service or if a You hold a VISA or MasterCard credit opted to pay in Euros, then the conversion into the base currency of the card would be carried out according to the conditions of the Your bank.

## 22. WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

### Who is responsible for processing your data?

**Controller's Name:** EUROPCAR IB. S.A.

**Address:** Avda del Partenón, Madrid

**Contact information:** [lopd.es@europcar.com](mailto:lopd.es@europcar.com)

The contact information of the Data Protection Officer is: [privacyinformation-spain@europcar.com](mailto:privacyinformation-spain@europcar.com)

### For what purpose do we process your personal data?

EUROPCAR may process your personal data for any of the following purposes:

- **Provision of the vehicle rental service and execution of the contract.** Within this purpose actions such as the following are included:

- Your registration as a member of EUROPCAR IB, creation of your account and assignment of your EUROPCAR IB ID. This processing is necessary to identify you and to prepare and facilitate your future lease-outs/bookings with EUROPCAR IB.
- Your reservation and your vehicle rental agreement, i.e. to confirm and secure your reservation; to modify or cancel your reservation; to exchange communications with you in connection with your reservation/rental (e.g. to provide you with information about your reservation/rental, to send you a reminder before your check-in/rental, to answer your questions or suggestions); returning any possessions you may have left behind either in the vehicle or in our offices, billing and, where appropriate, to manage non-payments; Customer Service; Traffic Violations Management; Roadside Assistance Services and Accident Insurance;
- **The improvement of EUROPCAR IB's products/services based on the customer surveys you have completed.** This treatment, aimed at better understanding the needs of EUROPCAR IB partners to enhance their experience of EUROPCAR IB products/services, is based on the legitimate interest' of EUROPCAR IB.
- **Compliance with legal obligations:** EUROPCAR may process your personal data in order to comply with the legal obligations to which you are subject, such as the identification of the driver in the event of a traffic offence, the provision of roadside assistance and accident insurance services or the transfer of your data to the competent authorities.
- **Advertising purposes:** If you have consented, EUROPCAR IB, S.A. may send you information or commercial offers, promotions, contests and promotional surveys of its own or of EUROPCAR Group companies located in the EEA and in third countries (Australia and New Zealand).
- **Management of insurance and assistance in the event of accidents:** EUROPCAR may process possible data relating to your health, in those cases in which it is strictly necessary as a result of your involvement in a traffic accident, and may assign such data to the roadside assistance and accident insurance services. This is also a consequence of the legal obligation on the part of EUROPCAR to provide you with compulsory civil liability insurance, regardless of whether you can take out any additional cover offered to you.
- **Personal data of additional drivers,** stating that only and exclusively their personal data provided by you will be processed for the purposes described below, and in the cases in which it is strictly necessary for the management of the contract and, where appropriate, identification before competent authorities or insurance companies.
- **Claims and security.** EUROPCAR may retain your personal data in those cases where you have not fulfilled your contractual obligations, in particular with regard to the status of the return of the vehicles, or the non-return of the vehicles. In this case, your data will be kept for the purposes of making the relevant inquiries and, if necessary, to adopt the appropriate legal measures. In this regard, your data may be processed in order to lock your driver ID in the event of certain contractual risks based on:
  - payment incidents that have led to legal proceedings;
  - vehicle accidents or repeated damage caused by EUROPCAR IB clients;
  - accidents or damage voluntarily caused by clients to EUROPCAR IB;
  - use of EUROPCAR IB vehicles in breach of the general conditions for vehicle rental.
  - This treatment is aimed at reducing EUROPCAR IB's exposure to risks in the performance of rental contracts, and it is based on EUROPCAR IB's legitimate interest'. (If your details have been lock by EUROPCAR your booking/rental request will be rejected). Depending on the case, you have the right to challenge this decision by contacting [lopdp.es@europcar.com](mailto:lopdp.es@europcar.com)

**Connected vehicles/geo-location:** Some of the vehicles in our fleet are equipped with geo-location devices for safety reasons. EUROPCAR IB may access geo-location data solely for the purpose of monitoring the condition of the vehicle and preventing fraud and theft. Our intention is not to locate the driver or you, but to protect our vehicles.

If you have consented for us to do so, such geo-location data may be collected and used by EUROPCAR to make aggregated statistical reports in order to improve the quality of service and vehicles, as well as carrying out promotions and personalized offers, although your identity will never be revealed.

**How long do we keep your data?**

Your personal data is stored for different periods, depending on the purposes of the processing:

Purpose	Retention period
<ul style="list-style-type: none"> <li>▪ Your registration as a member of EUROPCAR IB, the creation of your account and the assignment of your EUROPCAR IB ID</li> <li>▪ Your reservation and your car rental contract</li> </ul>	For as long as the business relationship lasts. However, the information that may be evidence of a right, or a rental agreement, or that must be retained in compliance with a legal requirement, may be subject to an intermediate archiving policy for a period not to exceed the time necessary for the purposes for which it is retained, in accordance with applicable legal provisions.
<ul style="list-style-type: none"> <li>▪ Payment - Payment Card Information</li> </ul>	Until the actual completion of payment. However, the payment card information (excluding the visual cryptogram): <ul style="list-style-type: none"> <li>• that can prove a payment (i.e. card number and validity date) is subject to an intermediate filing policy for a period of 13 months from the actual payment for a credit card and 15 months for a deferred debit card, to be used</li> </ul>



Purpose	Retention period
	<p>only if the transaction is in dispute;</p> <ul style="list-style-type: none"> <li>may be retained for a longer period of time, subject to your express consent to facilitate future payments.</li> </ul> <p>In any case, when the payment card expires, the related information will be deleted.</p>
<ul style="list-style-type: none"> <li>Promotional and marketing activities</li> </ul>	<ul style="list-style-type: none"> <li>3 years from the termination of the relationship with EUROPCAR.</li> </ul>
<ul style="list-style-type: none"> <li>Payment of fines</li> </ul>	<p>For the necessary period of time to identify the driver (or potential driver) responsible for the infringement leading to the fine. However, the relevant information may be retained for a longer period of time after the receipt of the fine, subject to an intermediate filing policy.</p>
<ul style="list-style-type: none"> <li>Driver ID lock of clients presenting certain contractual risks, namely: (i) payment incidents that have given rise to legal proceedings; (ii) vehicle accidents or repeated damage caused by clients of EUROPCAR IB; (iii) accidents or damage voluntarily caused.</li> </ul>	<p>3 years from the occurrence of the relevant event</p>
<p>the use of EUROPCAR IB vehicles in breach of the general conditions for car hire</p>	<p>5 years from the occurrence of this event</p>
<p>Geo-location data</p>	

#### What is the legitimacy for the processing of your data?

The legal basis for the processing of your data is as follows:

- Contractual relationship** with regard to the rental of vehicles, with respect to the control, maintenance and execution of the contractual relationship with you, based on Article 6.1 b) of the GDPR, as well as, where applicable, provision of roadside assistance and accident insurance services, management of non-payment, customer service, management of complaints and claims, etc.

The international transfer or transfer of your personal data to other Group entities outside the EU, to the extent necessary for the provision of the services. Depending on the case, certain recipients may be located in countries that have been recognised by the European Commission as having an adequate level of data protection, as well as to countries without such recognition. In any case, EUROPCAR IB has established the appropriate safeguarding measures to protect your personal data, in compliance with Regulation (EU) 2016/679.

You may consult information on the countries to which your personal data may be transferred to, the level of data protection and the possible guarantees set out by EUROPCAR IB in <http://microsite.europcar.com/newsletter/spain/PDF/ESP-ForthPrivacyPolicy-ListofCountries-02052018.pdf>.

- Unambiguous Consent:** You may receive communications about products or promotions from the Group or third parties when you have provided your consent. In the same way, with regard to the implementation of loyalty campaigns, statistics and surveys.

Similarly, with regard to the possible participation on your part in sweepstakes, contests and/or surveys for promotional purposes promoted by EUROPCAR IB, S.A., with the aim of controlling the development of the same, their maintenance and execution for geo-location data processing for the purposes of gathering statistics and information on customer segmentation with aggregate or anonymous data.

- Legal obligation for the controller:**
  - Obligation to have a compulsory civil liability insurance: Royal Decree 1507/2008, of 12 September, approving the Regulations on compulsory civil liability insurance for motor vehicles. By virtue of these regulations, the rental vehicles are obliged to have the same.
  - Obligation to transfer personal data to the State Security Forces and Bodies within the framework of an investigation: Organic Law 4/2015, of 30 March, on the protection of citizen security.
  - Management of traffic fines and driver identification: Royal Legislative Decree 6/2015, of 30 October, approving the revised text of the Law on Traffic, Motor Vehicles and Road Safety.
- Legitimate interest:** transfer of data to EUROPCAR FRANCE and Group entities for the purpose of economic and administrative management and centralised control of the Group, as well as, where appropriate, geo-location data on Europcar vehicles for fleet control.

#### To whom will your data be sent?

Your data may be communicated to the following entities:

- authorized personnel of EUROPCAR IB and of entities of the same group and/or of entities of the EUROPCAR IB franchise network, or to sales agents / intermediaries appointed by EUROPCAR IB, for the purposes described in this document;

- third-party IT service providers for technical purposes, to assist EUROPCAR IB in providing its products/services to you. Our main IT service providers are as follows:
  - Cap Gemini, for the development and maintenance of commercial applications;
  - Sopra Steria, for data center maintenance and user support services;
  - Unisys, for hardware deployment and maintenance;
  - Salesforce, for marketing automation services;
  - Google Inc. in particular for hosting services and commercial applications
- Insurance companies contracted by EUROPCAR for the purpose of providing accident insurance and roadside assistance services (Allianz, RACE, AXA)
- Public business entity Administrador de Infraestructuras Ferroviarias (ADIF), Aena SME, S.A., (AENA), all in compliance with the obligations assumed within the contract and for the provision of the service.
- Public Administrations for compliance with obligations: competent traffic authorities; state security forces and bodies; Tax Agency.
- Europcar Group entities located in the EEA and in third countries (Australia and New Zealand) for administrative management and internal control of the group itself, as well as, where appropriate, the provision of international rental services.
- SECURITIFLEET S.L., as well as, where applicable, other financial entities holding the vehicles and / or any Europcar Group company. The only purpose of this company is to comply with the requirements of the relevant authorities in the event of potential traffic penalties resulting from infringements committed during the period of the vehicle rental, in Spain as well as the other countries in the European Economic Area, and the Netherlands in particular.
- Entities holding files on capital adequacy, in the event that, for any reason, you have a certain, overdue and enforceable debt towards EUROPCAR, payment of which you have previously been requested without it having been paid within the term set out in the General Contracting Conditions, this information may be transferred to an information file - database - on capital adequacy and credit.

**How did we obtain your data?**

- The data processed by EUROPCAR are those provided by you, when you sign up for a car hire contract (either in person at our offices, open to public, or through our online or telephone booking form).
- Through EUROPCAR collaborating entities such as hotels, travel agencies or pre-rental agents.
- Where applicable, the data that can be gathered through GPS or telematics devices that your vehicle may have been equipped with.

**What are your rights when you provide us with your data?**

- Anyone has the right to obtain information about whether or not we at EUROPCAR are processing personal data concerning them.
- The persons concerned have the right to access their personal data, as well as the right to request the rectification of inaccurate data or, where appropriate, to request their erasure when, among other reasons, the data is no longer necessary for the purposes for which they were collected.
- In certain circumstances, data subjects may request a restriction on the processing of their data, in which case we will only retain them for the purpose of exercising or defending claims.
- In certain circumstances and for reasons relating to their particular situation, data subjects may object to the processing of their data. EUROPCAR shall cease processing the data, except for compelling legitimate reasons, or the exercise or defence of any claims.
- As for the treatments based on obtaining your consent, you may revoke it at any time, by contacting the CUSTOMER SERVICE department or by sending a communication to the following email address [lopd.es@europcar.com](mailto:lopd.es@europcar.com)
- If applicable, you may request the portability of your data.

In order to protect your privacy and security, we will take reasonable steps to verify your identity before granting you access or making corrections.

In accordance with Article 77 of Regulation (EU) 2016/679, you may submit a complaint regarding the processing of your personal data to the Spanish Data Protection Agency, if you consider that such processing violates the aforementioned Regulation.

**23. ARE THE VEHICLES EQUIPPED WITH A TRACKER?**

To maintain and protect the Vehicle and to prevent and detect crime Europcar may use electronic devices to monitor the condition, performance and operation of the Vehicle and/ or to track the Vehicle's movements. This information may be used both during and after termination of the Rental Period for managing the contracted vehicle rental services only.

If you have consented, the data collected through the geo-localization system may be processed to gather statistics or perform customer segmentation, with the information obtained being aggregated or anonymous, which means that the holders of the information will not be identified.

**24. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?****Applicable law**

In case of dispute between You and Europcar regarding Your rental, the applicable law will be the law of the country of the pick up of the Vehicle. For instance, if You are a Spanish citizen and You pick up the Vehicle in Spain, the applicable law will be the French law. However, if You hired a Vehicle whilst in Germany then Your rental will be subject to the German law.

**Customer service**

Wherever Your rental took place You can choose to consult with the Customer Services department in Your country of residence. Your Customer Services team will contact the country of rent on Your behalf and try to resolve Your query. You can contact Customer Services at the following addresses and telephone: Avda del Partenón 16-18, 28042 Madrid; tfno: 91 343 45 03

**Notifications**

All notifications to be served upon You and Europcar pursuant to Your Rental Agreement shall be sent to the addresses indicated in the latter, that You and Europcar recognize as the elected domicile for all purposes and any modification must be communicated to the other party.

**Conciliation before ECRCS**

You may file a claim before the European Car Rental Conciliation Service (ECRCS) (<http://www.ecrcs.eu>).

Indeed, Europcar has subscribed to the scheme of ERCRS in order to enable its clients to solve their complaints concerning cross border vehicle rentals within Europe.

It should be underlined that this conciliation service can only help with disputes involving a 'cross-border' rental transaction occurring within the European Union - You must be a resident of the EU and the rental must have taken place in a different EU country. If your complaint concerns a non-cross-border rental and you should raise the matter ECRCS will not be able to look at your complaint.

**Jurisdiction**

Any disputes which may arise as a result of the Rental Agreement between You and Europcar come under the jurisdiction of the Spanish courts of law, to which both parties yield.

**Contractual documents**

The binding documents between You and Europcar are, by order of priority, the following:

- The Rental Agreement and its conditions,
- The Europcar Insurance and Protection General Conditions,
- The Recommended Tariffs guide
- The confirmation email that You receive when booking a Vehicle.
- The present T&Cs, which apply to all aforementioned document.

**25. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?**

Leaseurope has published a code of conduct for the car rental industry. You may obtain a copy at the following address: [www.leaseurope.org](http://www.leaseurope.org).

**26. WHO OWNS THE VEHICLES?**

The companies Securitifleet, S.L. and Goldfleet Spain, S.L.U. are the owners of almost all of the vehicles that Europcar IB, S.A.U. leases to its clients in accordance with the present general terms of lease and both of them have constituted a pledge over their respective vehicles for the benefit of their respective creditors by virtue of a financing agreement named "Spanish Securitifleet Financing Agreement" and its successors and assignees (Securitifleet, S.L.) and a financing agreement titled

“Spanish Goldfleet Financing Agreement” and its successors and assignees (Goldfleet Spain, S.L.U.). For the purposes of said pledges, Europcar IB, S.A.U. has been designated as the third party holder pursuant to Article 1,863 of the Spanish Civil Code.

Consequently, although Securitifleet, S.L. or Goldfleet Spain, S.L.U. appear as owners of the vehicles in any documentation that may have been given to you, any return of a vehicle by a client to Europcar IB, S.A.U. will need to be done for the benefit of Europcar IB, S.A.U., in its condition of third party holder or, as the case may be, to any other entity that may substitute it in such condition, and in no case to Securitifleet, S.L. or Goldfleet Spain, S.L.U. For further information, please contact the Customer Care Department of Europcar IB, S.A.U. through the telephone number 917 226 200.

## **27. WHAT IS THE EUROPCAR PROCEDURE FOR LOST PROPERTY?**

Europcar is not responsible for objects left behind in our offices and vehicles; nevertheless, we will make our best efforts in contacting customers if we find any.

Europcar will eliminate all personal and financial information after one (1) month from the end of the rental in the following way, depending on what the items are:

- Passports and Driving Cards will be handed over to the relevant local authority.
- Credit cards will be destroyed.
- Cash will be deposited in the bank
- Electronic devices (laptops, mobile phones, tablets, cameras, as well as any other device that may contain personal data will be sent by our office staff to our IT systems department, guaranteeing the complete deletion of said data before proceeding to recycle it.
- Clothes or personal belongings will be recycled in the appropriate clothing containers.
- Medicines will be deposited at the nearest SIGRE point.
- Other objects found in our vehicles (child restraint devices, supports and / or chargers for computers and mobile phones and / or USB devices) will be discarded in the appropriate disposal units.

In the event that you wish to claim a lost object, you should contact our Customer Service or the rental office at which you arranged the vehicle booking and provide the corresponding personal identification (ID, driver's license, passport ...) If you are not the owner of the lost object, you must provide an authorization letter signed by the corresponding owner.

## APPENDIX 1 ROADSIDE ASSISTANCE TERMS AND CONDITIONS

In case of accident, mechanical breakdown or any other incident affecting the vehicle that prevents you from continuing your journey, there is a 24 hour roadside assistance service included in the rental agreement price, the terms and conditions of which are shown below.

If you wish to use this service, you can call Europcar roadside assistance 24 hours a day, 365 days a year: on 900 181 735 in Spain and +34 91 594 0759 from abroad.

### What does the 24 hour roadside assistance service cover?

#### PERSONAL ASSISTANCE:

If the vehicle cannot be repaired on-site or in the event of theft, the Supplier will offer the vehicle's occupants one of the following services:

- One night in a hotel close to the site of the incident for all occupants of the vehicle, if their habitual residence in Spain is more than 50 kilometres away.
- A taxi to take all the occupants to the nearest EUROPCAR office to the incident site in Spain, or, if preferred by the driver, to their destination in Spain, if within a radius of 200 kilometres.
- Transfer of the occupants, using the means of transport considered by the assistance company to be most appropriate, to the home of the vehicle's driver in Spain, or to their journey's destination when the distance is less than returning home.

If the Customer or driver of the EUROPCAR vehicle falls ill during the rental period or suffers an accident while driving that prevents them from continuing their journey or from using the vehicle:

- Transfer or medical repatriation of the injured or ill parties, to a hospital or to their home in Spain, depending on whether they need to be hospitalised, according to the criteria of the assistance company's medical team.

#### VEHICLE ASSISTANCE:

When viable and provided that the incident involving the vehicle does not require any of the personal assistance services described above to be provided, the Supplier shall offer the Customer or the driver of the EUROPCAR vehicle all the technical support at its disposal to attempt to resolve the incident by phone as rapidly as possible.

If this is not possible, and if assistance must be sent to the site of the incident where the vehicle is located, the assistance company will offer to provide the following services:

- Urgent on-site repair of the vehicle at the incident site, ensuring that the vehicle is fully operational before the journey can be continued.
- Tow or transfer of the vehicle to a garage approved by EUROPCAR or to an established destination point that is closest to the incident site, within a 100 kilometre radius, when the repair or the incident cannot be resolved on-site.
- Recovery of the vehicle if it has overturned or fallen into a ditch while driving on the ordinary public road system.

### 24H ROADSIDE ASSISTANCE - EXCLUSIONS

- **Error, negligence or misuse of the vehicle by the Customer.**

- Loss or breakage of keys or leaving them inside the locked vehicle.
- Running out of petrol or using the wrong fuel.
- Recovery of vehicles from locations or routes that are unsuitable for driving or unpaved routes.
- Erroneous placement of accessories in the vehicle by the Customer.
- Flat battery.
- You have NOT opted for RSA cover and the incident that renders the vehicle unusable has occurred on the mainland peninsula and has been leased on the Balearic Islands (except the island of Formentera Island) and vice versa OR the incident takes place on a Balearic island other than the one where the vehicle has been leased (except the island of Formentera Island) OR the incident takes place on an island in the Canary Islands other than the one where the vehicle was rented, and you haven't told us this circumstance at the time of booking or you haven't paid an RSA.

In these cases, if you have requested them using the telephone numbers in Appendix 1, Europcar will provide suitable roadside assistance service from those described above ("Personal assistance" or "Vehicle assistance") but you will be billed for the amount of the charge set down in the Recommended Fees Guide.

*However, Customers may increase our roadside assistance service cover to prevent payment of these charges by contracting the Assistance Plus (RSA) protection product*

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### Who we are

We are EUROPCAR IB, S.A. We are a private limited company incorporated in Spain under company number A28364412 and our registered office is Avda. del Partenón 16-18, 28042 Madrid. We supply vehicle rental services under the brands of 'Europcar' and 'InterRent'.

Thank you for choosing Europcar to supply your rental vehicle needs. We hope everything will go very smoothly for you but, just in case it doesn't, we have set out below a summary of:

- insurance that we include as part of our rental service because there is a legal obligation upon us to do so (Third Party Liability insurance); and
- other protection products that we make available to you because we want to be able to give you peace of mind during your rental with us.

These insurance and protection products are designed to cover your potential exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:

**Liability to a Third Party** means *other people's* bodily injury or death and / or damage to their property that occurs because of an accident or incident that you may cause. Damage to a third party's property could include buildings or their contents, machinery or personal possessions. The cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability.

**Damage to or theft of the Vehicle** the Vehicle itself may be damaged as a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered

You should be aware that if you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own injuries (together with the possible associated consequences of it) or death will not. You can, however, be protected from such circumstances if you purchase any of our Personal Accident Insurance protections separately. Details of how this Personal Accident protection can benefit both you and your Passengers can be found further on in this document under the section entitled 'Other Products'.

### DEFINITIONS

For the purposes of this document we have given the following words or expressions particular meaning:

**abnormal use:** means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of the Local Rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

**Accident Report** means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details)

**Bodily Injury (or bodily injury)** means any physical injury suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

**Book value:** means the value that a Vehicle is recorded to be worth to us on our books at the time of the incident.

**collision** means the impact of the Vehicle with another fixed or moving body or object

**Excess amount** is a specified sum of money that, provided you have complied with the Local Rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the Vehicle as a result of a collision during the rental period or its attempted theft; or the

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the protection product you have purchased.

**Local Rental terms and conditions** means the document you will be asked to sign before you may rent any Vehicle from us and which sets out the rights and obligations that will apply to both you and us throughout the rental period

**Loss of Use** describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of a collision during the rental period it was damaged and we need to take it off the road to have it repaired

**Passenger** means any person *other than the driver* that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger would be viewed as a Third Party under the mandatory Third Party Liability insurance regimes

**Protection (or protection)** in this document applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount. . It should be noted that this protection is not provided by way of an insurance policy

**Third Party** means any party to an incident – other than the driver of the Vehicle. For the avoidance of doubt a Passenger is deemed to be a Third Party

**Third Party Liability insurance** means insurance that provides the driver of a Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident arising whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

**Vehicle** means the vehicle you will be renting from us or you will be driving with our authorization.

**We or we/ Us or us / Ours or ours** means Europcar Spain

**You or you / Yours or yours** means any named driver

### THIRD PARTY LIABILITY INSURANCE

We are mandated by the laws of all of the countries in which we operate our vehicle rental services to insure our Vehicles against liability for the claims or actions of Third Parties. We have purchased the best Third Party Liability insurance from the foremost insurers in the business and it is automatically included as part of our vehicle rental services. You will therefore, as a matter of course, be covered up to the level legally required by the country in which you are renting the Vehicle for the consequences *others* may suffer as a direct result of your actions whilst you are driving the Vehicle.

#### **What am I covered for?**

As provided by law you will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

- bodily injury or death suffered by Third Parties; and
- property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

#### **What is excluded from the cover?**

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle



## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### What is the amount of my financial exposure for Third Party Liability?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) then you will be covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required by the country in which you are renting the Vehicle.

However, if you didn't comply with those laws and/or regulations then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.

### How to notify us?

In circumstances involving Third Parties it is important that you do your utmost to properly complete and sign an Accident Report form which gives us all relevant details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident). The Accident Report form should be transmitted to us within 24 hours of the incident except in cases of force majeure, and in any case before the end of the rental period.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### PROTECTION PRODUCTS

#### COLLISION DAMAGE PROTECTION

Our *collision damage protection* product limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage protection product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can reduce or eliminate the Excess amount by purchasing our premium collision damage protection products instead of the standard collision damage protection offering.

This protection does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

#### What does this protect me against?

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of damage to or repair of the Vehicle or its book value if it is not repairable and must be written off; and
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and
- the administration costs we incur in handling any claim if it is applicable

in circumstances where:

- you collide with a fixed or moving object; or
- the Vehicle is subject to an act of vandalism while you are driving or using it; or
- any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured *during a collision*

#### What is excluded from the protection?

- You will be financially liable for the full cost of the damage to the Vehicle if the damage is caused:
  - by the wilful acts of the driver; or
  - by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being *any product or substance that, due to its nature and/ or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle*); or
  - by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended.
  - by your negligence (*which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances*) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars);
  - because the keys are lost or stolen
  - The damage caused to the Vehicle occurs as a consequence of crashing into any object, or architectural element, due to an incorrect appraisal of its height by the driver; or
  - The damage is caused to the underneath parts of the Vehicle as a consequence of crashing into moving bollards located in areas of restricted access properly indicated.
  - The damage caused to the Vehicle occurs as a consequence of water flooding caused by weather or any other cause if the Vehicle has been parked in flood zones, dry riverbeds or non asphalted water courses and, in any case when the Vehicles are not duly parked in asphalted areas specifically assigned for Vehicle parking;

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

- Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the rental period

### What must I do to benefit from the protection?

You must:

- purchase the protection;
- comply with Local Rental terms and conditions and all applicable law and local traffic regulation when you are driving the Vehicle,
- notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete Accident Report and/or any other document which you believe will be useful in support of it.

### What is the amount of my financial exposure?

If during your rental the Vehicle is damaged and you have not purchased this protection you will have to pay for the total cost of the damage as well as compensation due its immobilization.

We will calculate the average cost of light damage from the table matrix that can be found at our pick-up stations. If the damage is not listed in the table matrix (because it does not fit in with what is considered to be 'light damage' or it is not feasible to calculate the average price) then an independent expert will evaluate the damage cost which may be as much as the full Book value

However, provided you have complied with the Local Rental terms and conditions and the applicable law and road traffic regulations then the maximum you will have to pay us is the Excess amount.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### THEFT PROTECTION

Our *theft protection* products limit your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism during your rental. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount.

#### What am I protected against?

This product protects you from liability for any amount greater than the Excess amount for the following combined costs related to:

- The cost of damage or repair of the Vehicle (if it is recovered) or the book value of the Vehicle if it is lost
- Our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and
- the administration costs we incur in handling your claim if this is applicable

in circumstances of:

- the theft of the Vehicle and any accessories following an occurrence of breaking and entering (*accessories being any supplementary component that is installed in or on the Vehicle that improves its specification*)
- the attempted theft of the Vehicle and of any accessories
- any act of vandalism to the Vehicle whilst it is stationary and left unattended by you
- any glass or lights or reflectors that may be damaged or broken or tyres that are damaged or punctured *as a result of the theft*

#### What is excluded from the protection?

The product will not protect you in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorised person; your failure to use the anti-theft system appropriately, any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

#### What must I do to benefit from the cover?

You must:

- purchase the product;
- comply with Local Rental terms and conditions as they apply to the theft or potential theft of a Vehicle
- notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.
- Notify the pick up station of the theft and return the keys.
- Notify us at pick up station, within 24 hours of the time you discover the Vehicle is missing and forward the keys to us at the place you picked the Vehicle up.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### What is the amount of my financial exposure?

If, during your rental, the Vehicle is stolen or is damaged in an attempted theft or due to vandalism and you have not purchased this protection product then you will be liable for the full cost of the damage to the Vehicle (if the Vehicle is recovered) or for the full Book value of the Vehicle if it is not recovered as well as compensation for the Loss of Use calculated according to the daily rental rate contracted by you multiplied by the number of days that the Vehicle has been stolen.

With theft protection, provided you have complied with the Local Rental terms and conditions, then the maximum you will have to pay us is the Excess amount.

### OTHER PRODUCTS

You can choose to limit your financial exposure for damage to the Vehicle further by purchasing the following protection. Please be aware that there are nevertheless exclusions as described below.

#### GLASS, AND TYRE PROTECTION

This protection product will apply to any damage that occurs to glass, lights or tyres in circumstances of normal use of the Vehicle during your rental. If, and only if, such damage occurs as a result of a collision then the cost to repair or replace glass, lights or tyres will be covered by the collision damage protection

#### What am I protected against?

If you have purchased this product you will be protected against the financial liability for damage to:

- 
- the windscreen; or
  - any side or rear windows; or
  - lenses (reflection of light) and lights; or
  - rear view mirrors
- that are in or on the Vehicle if the damage occurs during your rental as a result of Tabaco burns or caused by stones.
- 

- punctures and damages to the tires and rims of the Vehicle, including the spare one, when they have been produced as a result of punctures or by blows against curbs during parking manoeuvres.
- 

#### What am I not protected against?

You are not protected under this product against the financial liability for damage to the Vehicle if it arises because of wilful acts or negligence that you commit whilst using the Vehicle and which causes damage.

You are not protected for the administration costs we incur in handling any damage file.

#### What must I do to benefit from the Protection?

You must:

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- notify us within 24 hours of the date on which the incident took place and, in any event, before the end of your rental period. You must also return to us a full and complete signed Accident Report or any other document which relates all of the facts as they occurred (nature of damage to the Vehicle, the location where

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

the incident took place, the dates and circumstances and the potential witness details). You may, of course, include any other document you believe will be useful in support of your Accident Report. .

### What is the amount of my financial liability?

If during your rental any glass or lights on the Vehicle are broken and / or any tyres on the Vehicle are damaged and you have not purchased this protection then you will be liable for the full cost of the damage that is incurred by us.

If, however, you purchase this glass, lights and tyre protection (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.

### ASSISTANCE PLUS PROTECTION

The Assistance Plus Protection is an optional service provided directly by Europcar that enables you to improve the coverage of the roadside assistance service included in your rental. This product offers the following protection: Exemption from the obligation to pay the flat charge set out in the Recommended Tariff Guide for those circumstances not covered by the roadside assistance service. In addition, purchasing this protection authorizes you to transport the vehicle for use between the peninsular territory of Spain and the Balearic Islands (except for Formentera Island) OR between the Balearic Islands (except for Formentera Island) OR between the Canary Islands – even if you decide to transport the vehicle sometime after making the booking and you didn't originally inform us. However, this protection does not cover the additional charges that would be implied in the event that you return the vehicle to a different Europcar office than the office it is collected from.

### What am I protected against?

This Product protects you from liability for the flat charge set out in the Recommended Tariff Guide when the roadside assistance service is rendered in the following circumstances:

- -error, negligence or misuse of the vehicle by the Renter
- -loss of keys, breakage or locking them within the vehicle
- -lack of fuel or refuelling with the incorrect fuel
- -recovery of vehicles from places or routes which are not suitable for driving or are not paved
- -faulty installation of accessories in the vehicle by the Renter.
- Empty battery
- When the incident that renders the vehicle unusable has occurred on the mainland peninsula and has been leased on the Balearic Islands (except the island of Formentera) and vice versa or the incident takes place on a Balearic island other than the one where the vehicle has been leased (except the island of Formentera) or the incident takes place on an island in the Canary Islands other than the one where the vehicle was rented, and you have not told us at the time of booking that you plan to transport the car between these places and you haven't paid an RSA

- **What am I not protected against?**

You are not protected under this product against any damages produced to the vehicle or to its keys and / or accessories in any of the circumstances listed in the previous section or against the administration costs we incur in handling any damage file.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### What must I do to benefit from the Protection?

You must

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- When one of the circumstances described above happens during your rental you have to contact Europcar Roadside Assistance 24 HOURS A DAY, 365 DAYS A YEAR: 900 181 735 for calls from Spain. 91 594 0759 if calling from abroad

### What is the amount of my financial liability?

If during your rental, the assistance of our roadside service assistance takes place due to an error, negligence or misuse of the vehicle by the Renter, loss of keys, breakage or locking them within the vehicle, lack of fuel or refuelling with the incorrect fuel, recovery of vehicles from places or routes which are not suitable for driving or are not paved or, faulty installation of accessories in the vehicle by the Renter and you have not purchased this protection, then you will be liable for the flat charge for our assistance set out in the Recommended Tariff Guide.

If you purchase this Assistance Plus Protection and provided that you have contacted our Service Assistance to the exclusion of any other service, you will not pay such charge.

### PERSONAL ACCIDENT & BAGGAGE PROTECTION

The following details are for information only and do not replace or supersede the terms and conditions of the AXA Corporate Solutions Assurance policies (PAI # XFR0078448GP / SPAI # XFR0078449GP) copies of which can be found at [www.europcar.es](http://www.europcar.es)

Whilst we automatically include Third Party Liability insurance as part of our vehicle rental services (for details of this insurance please see the section above entitled 'Third Party Liability Insurance') this does not cover the bodily injuries suffered by the person driving the Vehicle at the time of a collision which occurs as a result of that driver's actions (an 'at fault' driver). If you are the cause of a collision whilst you are driving a Vehicle you will therefore not be covered for the financial repercussions of:

- personal bodily injury or death; or
- any damage to or loss of your personal property or possessions.

In order therefore to minimise your financial exposure for such damage, loss or injury in such circumstances we are offering two separate products which you can purchase.

- The first product (**Personal Accident protection**) provides cover for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of a collision (or an accident).
- The second product (**Super-Personal Accident protection**) provides higher and best-in-class protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of the collision (or an accident) and incorporate baggage cover as well.

### PERSONAL ACCIDENT PROTECTION

#### What am I covered for?

Under this protection product taken out with the entity AXA Corporate Solutions Assurance under policy no. XFR0078448GP you can claim for the financial cost of any of the following potential consequences resulting from your death or injury in a collision that occurs when you are driving the Vehicle:

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

- a lump sum payment of up to a **maximum of €50,000**
  - in the event of your death (or presumption of death) within 24 months of the collision or incident; or
  - if you ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses of up to a **maximum of €2,500**(which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.

If you and / or your Passengers are victims of a collision during the rental period then, provided you have purchased the product (in which case the protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

Passengers and a 'not at fault' driver (both of whom are considered to be third parties in the context of the mandatory Third Party Liability insurance regime) can not only be indemnified by the Third Party Liability insurer but can also collect the lump sum indemnity they are entitled to under the Personal Accident protection product; or

Passengers travelling with an 'at fault' driver will be considered third parties in the context of the mandatory Third Party Liability insurance regime can be indemnified by the Third Party Liability insurer and can also collect the lump sum indemnity under the Personal Accident protection product. However, an 'at fault' driver will only be covered by the Personal Accident protection product

### What is (mainly) excluded from the cover?

This Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

A more complete summary of the cover provided by this Personal Accident protection product can be found at [www.europcar.es](http://www.europcar.es)

### What is the amount of my financial exposure?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle –for instance if 7 people are injured in a 5 seater vehicle then the Personal Accident protection will simply not apply at all) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

### How to notify us?

It is important that you do your utmost to properly complete and sign an accident Claim Form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident Claim form should be transmitted to us within 24 hours of the collision or incident except in cases of force majeure, and in any case before the end of the rental period.

A more complete summary of the cover provided by this Super Personal Accident protection product can be found at [www.europcar.es](http://www.europcar.es)



## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### SUPER PERSONAL ACCIDENT PROTECTION

#### What am I covered for?

Under this protection product taken out with the entity AXA Corporate Solutions Assurance under policy no. XFR0078449GP you can claim for the financial cost of any of the following potential consequences resulting from your death or injury or damage to or loss of your personal effects in a collision that occurs when you are driving the Vehicle:

- a lump sum payment of up to a **maximum of €200,000**
  - in the event of your death (or presumption of death) within 24 months of the collision or incident; or
  - if you ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses of up to a **maximum of €10,000**(which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.
- Loss, damage, theft or destruction of your travel bags and suitcases and the personal effects contained in them up to a **maximum of €5,000** as a result of a collision or theft. Personal effects include valuables worth €500 or more (for example, jewellery or furs) as well as computer equipment (laptops or tablets – subject to specific exclusions) cameras or personal hi-fi equipment.

If you and / or your Passengers are victims of a collision during the rental period then, provided you have purchased the product (in which case the protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

- Passengers and a 'not at fault' driver (both of whom are considered to be third parties in the context of the mandatory Third Party Liability insurance regime) can not only be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity they are entitled to under the Personal Accident protection product; or
- Passengers travelling with an 'at fault' driver will be considered third parties in the context of the mandatory Third Party Liability insurance regime can be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity under the Personal Accident protection product. However, an 'at fault' driver will only be covered by the Personal Accident protection product.

#### What is (mainly) excluded from the cover?

This Super Personal Accident protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
- the cost of loss, or destruction of or damage to your baggage if it is
  - caused by fair wear and tear, depreciation or inherent defects or smokers accidents;
  - stolen as a result of your failure to secure and lock the Vehicle or if it is left in the Vehicle overnight or unattended in a public place. Loss of valuables and/or laptops will not be covered if they are left unattended in the Vehicle at any time;
  - a mobile phone
- any damage caused to the Vehicle

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### What is the amount of my financial exposure?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Super Personal Accident protection will simply not apply at all) then you will be entitled to the protection up to the indemnity limit shown above.

However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

### How to notify us?

It is important that you do your utmost to properly complete and sign an accident Claim Form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident Claim form should be transmitted to us within 24 hours of the collision except in cases of force majeure, and in any case before the end of the rental period.

### GIT (GOODS IN TRANSIT PROTECTION)

Freight and/or luggage insurance for Industrial Vehicles and Freight Vans.

The GIT is an optional insurance taken out with the entity ALLIANZ, COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A. under policy no.027890139 applicable exclusively to rentals of Industrial Vehicles and Freight Vans for cover, when contracted, of indemnity for damage suffered by the merchandise and/or luggage transported by You in the Vehicle, as a consequence of an accident or theft.

In order to be able to initiate the claim against the insurance company in respect of the cover for luggage and/or personal effects, the Customer needs to report the events to the corresponding authorities and make a valued estimate of the losses suffered within 24 hours of the incident except in cases of force majeure, and in any case before the end of the rental period.

This type of protection is guaranteed by the insurer with whom we have taken out the corresponding insurance policy applicable in each case; and it remains subject to what is agreed upon in the general and specific conditions of said policy (a copy of which may be consulted in all Europcar offices) and to existing legislation.

### FAW (FINE APPEAL PROTECTION)

The FAW constitutes optional insurance covering Legal Defence in the case of Administrative Traffic Infractions and the Limited Reimbursement of Enrolment Expenses in Drivers' Education Courses aimed at Partially Recovering Points.

In order for this coverage to be applicable, the FAW must be contracted at the beginning of the rental period and for the entire duration of the vehicle lease.

The coverage provided by this protection is subject to the General Conditions and/or the Particular Conditions of the Insurance Policy in question, a copy of which is available at Europcar offices, and in which the Insurer is Asegurador ARAG Compañía Internacional de Seguros y Reaseguros SA, the Policyholder is Europcar IB S.A. and the Insured Party is the individual that uses the vehicle leased from Europcar IB S.A. and that at the date of the infraction had included the FAW benefit in the Rental Contract entered into with Europcar IB.

In the event this coverage is necessary, the Insured Party should directly contact the Insurer, ARAG Compañía Internacional de Seguros y Reaseguros, S.A., by calling 902 15 17 85.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

This type of protection is guaranteed by the insurer with whom we have taken out the corresponding insurance policy applicable in each case; and it remains subject to what is agreed upon in the general and specific conditions of said policy (a copy of which may be consulted in all Europcar offices) and to existing legislation.

### PERSONAL INSURANCE OF ACCIDENTS (PIA)

#### What kind of coverage do I have?

Under the protection of this protection product signed with the entity AXA CORPORATE SOLUTIONS ASSURANCE through policy XFR0078448GP, you can claim the economic cost of any of the following possible consequences resulting from your death or injuries suffered in a collision or traffic accident that occurs when drive the leased Vehicle:

- Compensation of a single payment for a maximum capital of € 50,000:
  - in the case of your death (or declaration of death) occurred within 24 months from the date of the Collision or traffic accident; or
  - if it is finally partially or totally incapacitated as a result of the Collision or traffic accident.
- medical expenses for a maximum amount of € 2,500 (including hospitalization, consultations and pharmaceutical costs, radiographs and relevant medical tests, dental treatment or prosthetics) required as a result of the collision or traffic accident.

If you and / or your Passengers were victims of a traffic accident or collision with the leased Vehicle during the rental period and had previously contracted the product (in which case, the protection will apply to the driver and all passengers of the Vehicle), you can claim the provision of coverage regardless of who was responsible for the traffic accident. Therefore:

- The Passengers and the driver who is not responsible for the traffic accident (all of which will be considered "third parties" in the context of the Compulsory Automobile Liability Insurance scheme), not only they can be compensated by the insurer of the Vehicle whose Driver is responsible for the traffic accident, but they may also collect the single payment of compensation in the form of capital to which they will be entitled in case of having contracted Personal Accident Insurance; or
- Passengers traveling on the leased Vehicle will be considered third parties vis-à-vis the driver of the same when the latter is responsible for the traffic accident, in the context of the mandatory Obligatory Civil Liability insurance system of the automobile, and therefore in such cases they may be compensated by the insurer of the leased Vehicle, and also may receive the single payment of compensation in the form of capital to which they will be entitled in case of having contracted Personal Accident Insurance. In these cases, the driver of the leased Vehicle may only receive compensation under the Personal Accident Insurance.

#### What are the main coverage exclusions?

This Personal Accident Insurance does not cover:

- none of the costs listed above when the corresponding expense was not incurred as a direct consequence of the Collision or traffic accident suffered when driving the leased Vehicle or had caused or caused such accident or Collision intentionally; or
- the costs related to treatments that were already being received or those derived from medical conditions suffered before the traffic accident; or
- damage or loss of your own personal effects and belongings; or
- Damage suffered by the Vehicle

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

You can consult a more detailed summary of the coverage provided by this personal accident insurance at [www.europcar.es](http://www.europcar.es)

### What is the amount of my economic risk?

You will enjoy protection up to the compensation limit indicated above, only if you have not infringed any applicable regulations (including the corresponding Traffic regulations, and more specifically the one that regulates the use of the seatbelt, and that has not exceeded the authorized capacity of passengers of the Vehicle. - for example, if 7 people were injured in a 5-seater Vehicle, then Personal Accident Insurance will not be applicable).

If, on the other hand, you have not observed these rules and / or regulations then our insurer may deny coverage or may also seek to reduce the compensation in case the direct responsibility of the driver or the occupants of the Vehicle can be proven in the aggravation of the injuries suffered in the traffic accident.

### How should you inform us in case of a traffic accident?

It is important that you do everything that is possible to complete correctly and sign an accident report that we will provide you when you request it. This part will provide us with detailed and relevant information about the accident and will allow us to ensure that your claim is handled in the most efficient way possible. You must send us the accident report within a maximum period of 24 hours from the date of the Collision or traffic accident, except in cases of force majeure and always before the end of the Vehicle rental period.

You can consult a more detailed summary of the coverage provided by this personal accident insurance at [www.europcar.es](http://www.europcar.es)

## SUPER PERSONAL INSURANCE OF ACCIDENTS

### What kind of coverage do I have?

Under this protection product, you can claim the economic cost of any of the following possible consequences resulting from your death or injuries suffered and / or damage or loss of personal effects in a collision or traffic accident that occurs when Drive the Leased Vehicle:

- Compensation of a single payment for a maximum capital of € 200,000
  - in the case of your death (or declaration of death) occurred within 24 months from the date of the Collision or traffic accident;
  - if it is finally partially or totally incapacitated as a result of the Collision or traffic accident;
- Medical expenses up to a maximum of € 10,000 (including hospitalization, consultations and pharmaceutical costs, X-rays and relevant medical tests, dental treatment or prosthetics) required as a result of the Collision or traffic accident.
- loss, damage, theft or destruction of your bags and luggage and the personal effects contained in them, up to a maximum amount of € 5,000 as a result of a traffic accident or collision or in case of theft. Personal effects include valuables valued at € 500 or more (such as jewelry or furs), as well as computer equipment (laptops or tablets - subject to specific exclusions), cameras or high-fidelity portable equipment.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

If the driver and / or his Passengers are victims of a traffic accident or collision with the Leased Vehicle during the rental period and had previously contracted the product (in which case, the protection will apply to the driver and all passengers of the Vehicle ), you can claim the provision of coverage regardless of who was responsible for the traffic accident. Therefore:

- Passengers and the driver who is not responsible for the traffic accident (all of which will be considered "third parties" in the context of the Compulsory Automobile Liability Insurance scheme), not only can be compensated by the insurer of the Vehicle whose Driver is responsible for the traffic accident, but they may also collect the single payment of compensation in the form of capital to which they will be entitled in case of having contracted Personal Accident Insurance; or
- Passengers traveling on the leased Vehicle will be considered third parties vis-à-vis the driver of the same when the latter is responsible for the traffic accident, in the context of the mandatory Obligatory Civil Liability insurance system of the automobile, and therefore in such cases they may be compensated by the insurer of the leased Vehicle, and also may receive the single payment of compensation in the form of capital to which they will be entitled in case of having contracted Personal Accident Insurance. In these cases, the driver of the leased Vehicle may only receive compensation under the Personal Accident Insurance.

### What are the main coverage exclusions?

This Super Personal Accident Insurance does not cover:

- none of the costs listed above when the corresponding expense was not incurred as a direct consequence of the Collision or traffic accident suffered when driving the leased Vehicle or had caused or caused such accident or Collision intentionally; or
- the costs related to treatments that were already being received or those derived from medical conditions suffered before the traffic accident; or
- the cost of loss, destruction or damage suffered by your baggage when it is:
  - caused by normal wear and tear, depreciation of value, inherent defects or burns and damage resulting from tobacco use;
  - stolen as a result of not having properly closed the Vehicle or having left the luggage inside it during the night, or when the baggage and personal belongings are unattended in a public place. The loss of valuables and / or laptops will not be covered when left unattended within the Vehicle at any time;
  - mobile phones
- Damage suffered by the Vehicle

### What is the amount of my economic risk?

You will enjoy protection up to the aforementioned compensation limit, only when you have not infringed any applicable regulations (including the corresponding Traffic regulations and more specifically the one that regulates the use of seat belts, and that does not exceed the authorized capacity of passengers of the Vehicle - by example, if 7 people were injured in a 5-seat vehicle, then the Super Personal Accident Insurance will not be applicable).

If, on the other hand, you have not observed these rules and / or regulations then our insurer may deny coverage or may also seek to reduce the compensation in case the direct responsibility of the driver or the occupants of the Vehicle can be proven in the aggravation of the injuries suffered in the traffic accident.

## EUROPCAR INSURANCE AND PROTECTIONS GENERAL CONDITIONS

### How should you inform us in case of a traffic accident?

It is important that you do everything as possible to complete correctly and sign a part of accidents that we will provide when you request it. This part will provide us with detailed and relevant information about the incident and will allow us to ensure that your claim is handled in the most efficient way possible. You must send us the accident report within a maximum period of 24 hours from the date of the Collision, traffic accident or theft, except in case of force majeure and always before the end of the Vehicle's lease period.

### GIT (Goods in Transit Protection)

Insurance of goods and / or luggage for industrial vehicles and cargo vans.

The GIT is an optional insurance subscribed with the entity ALLIANZ, COMPAÑÍA DE SEGUROS Y REASEGUROS, S.A. through policy 027890139 applicable exclusively to rents of Industrial Vehicles and Cargo Vans that guarantees, through its contracting, compensation for the damages suffered by the goods and / or luggage transported by you in the Vehicle, as a result of an accident or theft.

In order to initiate the claim procedures before the insurer in relation to the baggage and / or personal effects coverage, it will be necessary that you present the accident report and / or the original report of the theft presented to the nearest EUROPCAR office. before the corresponding authorities, within a maximum period of 24 hours from the date on which the events took place except in cases of force majeure and always before the end of the period of lease of the Vehicle.

This coverage is guaranteed by the insurer with which we or, where appropriate, the owner of the Vehicle, has agreed on the insurance policy applicable in each case; and they are subject to the general and specific clauses of said policy (whose copy can be consulted in all the Europcar offices) and to the Law.

### FAW (Fine Appeal Protection)

The FAW is an optional insurance whose coverage consists of the Legal Defense against Administrative Traffic Infractions and Limited Reimbursement of Enrollment Costs to Training Courses for the Partial Recovery of Points.

For the application of your coverage, this FAW Insurance must be contracted at the beginning of the rental, and for the entire duration of the lease of the Vehicle.

The coverage of this Insurance is subject to the provisions of the General and / or Particular Conditions of the Insurance Policy that grants them, whose copy can be consulted in all the Europcar offices, and in which it appears as Insurer ARAG International Insurance Company and Reasegueros, SA, as Policyholder, Europcar IB, SA, and as Insured, the natural user of the Rental Vehicle contracted with Europcar IB, SA that on the date of commission of the infringement it included the benefit called FAW in the Rental Contract formalized with Europcar IB.

In case of needing coverage of this Insurance, the insured must contact directly the Insurer, ARAG International Insurance and Reinsurance Company, S.A., at 902 15 17 85.

This coverage is guaranteed by the insurer with which we or, where appropriate, the owner of the Vehicle, has agreed on the insurance policy applicable in each case; and it is subject to the general and specific clauses of said policy (whose copy can be consulted in all the Europcar offices) and to the Law.

**RECOMMENDED TARIFF & ADDITIONAL CHARGE GUIDE**

Extract of Tariff &amp; Additional Charge Guide. Rest of conditions available in your confirmation email and/or at your Europcar Station and on www.europcar.es

March 2019

I.V.A / I.G.I.C Included: 21% Mainland and Balearic Island / 13.5% Canary Island

SERVICES FEES & ADMINISTRATION FEES	PRICE					
	Per Day			Max. Per Rental		
	MAINLAND	BALEARIC Island	CANARY Island	MAINLAND	BALEARIC Island	CANARY Island
YOUNG DRIVER SURCHARGE (applicable to drivers between the ages of 21 and 24)	22,20 €	22,20 €	20,83 €	215,38 €	215,38 €	202,03 €
ADDITIONAL DRIVER SURCHARGE	12,57 €	12,57 €	11,79 €	76,88 €	76,88 €	72,12 €
FAST & GO SERVICE	9,67 €	9,67 €	9,07 €			
REFUELLING SERVICE CHARGE	27,58 €	27,58 €	25,87 €	This charge is derived from the refuelling of the tank, that requires that the personell has to transport the vehicle to the fuel station or implies costs of administration, control and maintenance of the fuel tanks.		
CLEANING FEES	Fee billed by the service provider					
EXCHANGE COMMISSION when PAYING WITH CREDIT CARD IN CURRENCY OTHER THAN E	3,25%					
	MAINLAND	BALEARIC Island	CANARY Island	REMARKS		
	MAINLAND	BALEARIC Island	CANARY Island	MAINLAND	BALEARIC Island	CANARY Island
DELIVER AND OR PICK UP THE VEHICLE WITHIN THE CITY LIMITS	30,54 €	30,54 €	28,65 €	Per Service	Per Service	Per Service
DELIVER AND OR PICK UP THE VEHICLE OUT OF THE CITY LIMITS (57 KM. Included)	67,18 €	67,18€	63,02 €	Per Service 0,80€ additional KM.	Per Service 0,80€ additional KM.	Per Service 0,75€ additional KM.
OUT OF OFFICE HOURS SERVICE	63,80 €	63,80 €	59,85 €	Per Service	Per Service	Per Service
TRAFFIC SANCTIONS ADMINISTRATION CHARGE	40,37 €	40,37 €	37,86 €	Per Sanction	Per Sanction	Per Sanction
	This Charge will be payable for every bulletin or disciplinary proceeding instructed by the competent authority in relation to the leased vehicle and due to events occurring during the lease period.					
DAMAGE RECORD MANAGMENT CHARGE	61,41 €	61,41 €	57,60 €	Per Damage Incident	Per Damage Incident	Per Damage Incident
	This Charge is payable should the vehicle be damaged during the lease period, regardless of the extent of this damage, its cause and the potential contracting of Optional Protections contracted by the Renter. Notwithstanding the foregoing as regards the aforementioned charge, it shall not be applicable in the event of damage due to collision in those circumstances covered by CDW, provided that the SPCDW protection has been contracted. That charge shall not be applicable also when damages arise from total or partial theft, or sabotage covered by THW, provided that the SPTHW protection has been contracted.					
DAMAGE CHARGE-FAILURE TO DELIVER THE ACCIDENT REPORT	92,12 €	92,12 €	86,41 €	Per Rental	Per Rental	Per Rental
BREAKDOWN ASSISTANCE ADMINISTRATION CHARGE	150,00 €	150,00 €	140,70 €	Per Service	Per Service	Per Service
				This Charge will be payable where the Breakdown Assistance Company contracted by The Lessor has provided services during the lease period in order to attend to incidents which occur due to: (I) error, negligence or misuse of the vehicle by the Renter, (II) loss of keys, breakage or locking them within the vehicle, (III) lack of fuel or refuelling with the incorrect fuel, (IV) recovery of vehicles from places or routes which are not suitable for driving or are not paved, (V) faulty installation of accessories in the vehicle by the Renter. However this Charge shall not be applicable in the aforementioned cases provided the Assistance Plus Protection has been contracted		
PRICE PER RENTAL						
SUPPLEMENTS	MAINLAND		BALEARIC Island		CANARY Island	
AIRPORT SERVICE CHARGE (pick up the vehicle in any Airport)	25,41 €		25,41 €		23,84 €	
SERVICE IN AVE TRAIN STATIONS	22,20 €					
SEVICE IN THE REST OF TRAIN STATIONS	15,37 €					
PORT SERVICE CHARGE	ROTA (Port)	BARCELONA (Port)	IBIZA (Port)	MENORCA (Port)		
	30,25 €	72,60 €	12,10 €	16,82 €		
PRICE PER RENTAL						
COMPENSATION FOR ACCESSORIES LOST OR BROKEN / PENALTIES	MAINLAND	BALEARIC Island	CANARY Island	REMARKS		
	MAINLAND	BALEARIC Island	CANARY Island	MAINLAND	BALEARIC Island	CANARY Island
REPLACEMENT COST FOR LOST/BROKEN CAR KEYS	Damage Caused					
WARNING TRIANGLES	18,18 €	18,18 €	16,08 €	Per accessory	Per accessory	Per accessory
REFLECTIVE SAFETY JACKET	14,53 €	14,53 €	12,85 €	Per accessory	Per accessory	Per accessory
BABY, CHILD SEAT	96,80 €	96,80 €	90,80 €	Per accessory	Per accessory	Per accessory
BOOSTER	60,50 €	60,50 €	56,75 €	Per accessory	Per accessory	Per accessory
NAVIGATION SYSTEM	145,20 €	145,20 €	136,20 €	Per accessory	Per accessory	Per accessory
TABLET	250,00 €	250,00 €	250,00 €	Per accessory	Per accessory	Per accessory
VEHICLE DOCUMENTATION	12,10 €	12,10 €	10,70 €	Per accessory	Per accessory	Per accessory
NO SHOW FEE (Cancellation)	50,00 €	50,50 €	50,00 €	This Charge will be payable when the You have prepaid the booking and the cancel notice was given Europcar less than 48 hrs, in this case the prepaid amount will be refunded less a fee of 50 €. If You have not prepaid the booking, it may be modified or cancelled free of charge up to the time of pick up of the Vehicle.		
NO SHOW FEE (no show)	95,00 €	95,00 €	95,00 €	This charge will be payable if you have provided your credit card details to guarantee your booking and fail to collect the vehicle at the time of pick-up a no show fee of maximum of 95 € net will be charged.		
Per Day						
ADDITIONAL SERVICES	MAINLAND	BALEARIC Island	CANARY Island	Max. per Rental		
	MAINLAND	BALEARIC Island	CANARY Island	MAINLAND	BALEARIC Island	CANARY Island
DIESEL VEHICLE CHARGE	8,99 €	8,99 €	8,43 €	24,20 €	24,20 €	22,70 €

Note: Different conditions may apply to corporate customers with individual commercial agreements in force.