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## RENTAL TERMS & CONDITIONS



### PREAMBLE

Thank You for renting with Europcar!

Europcar SA is a public limited liability company (“naamloze vennootschap/société anonyme”) organized and existing in accordance with the laws of Belgium, with registered office located at: Oudergemlaan 68-74 in 1040 Etterbeek, Brussels (Belgium). Europcar SA is registered with the register of legal entities of Brussels under number (VAT BE) 0413.087.168 (hereinafter referred to as ‘**Europcar**’).

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) to You (the person named in the Rental Agreement – as defined below – and who signs it) for the period of time 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 effects of the rental contract shall take effect upon signature of said contract by You and a Europcar employee; the valid duration of said contract shall not in any case, except with prior, written agreement from Europcar, exceed a duration of 12 months.

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

1. the Rental Agreement (the document signed by You at the moment of the check-out or the first day of rental), including if applicable its specific conditions;
2. the confirmation email (where You have prebooked Your rental);
3. the Europcar Insurance and Protection Provisions (terms and conditions)
4. the tariff guide (for additional costs)(which is available on our website here: <https://www.europcar.be/en/terms-and-conditions/europcar-rates>;
5. the present T&Cs which apply to all aforementioned documents.

In case of a contradiction between the documents listed above, the terms of the first document will prevail over the following document.

### ARTICLE 1 TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

The T&Cs will apply to You, the physical person who is paying for the rental and any associated costs (and You may also be a driver), as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorized to drive the Vehicle.

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, including the liability towards Europcar for the damages caused by You and/or an unauthorized driver. In such circumstances neither You nor the unauthorized driver will be covered by any insurance or protection products offered through Europcar.



**ARTICLE 2 WHO CAN RENT AND WHO CAN DRIVE?**

**a) 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 Vehicle 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;

Means of payment accepted in Belgium	Means of payment accepted abroad
<b>Credit card</b> (The amount of the transaction will be blocked on your credit card and debited afterwards): VISA, MASTERCARD, DINERS CLUB, AMERICAN EXPRESS & JCB	<p>You should be aware that the rules applicable to the accepted payment methods vary according to the country in which the Vehicle is hired.</p> <p>We strongly recommend that You produce a pre-approved bank card. We advise You to contact the Europcar Station in the country of hire to obtain more information regarding their accepted payment methods.</p>
<b>Europcar Charge Card</b>	
<b>Purchase Order</b>	
<b>Vouchers</b>	
<b>Cash</b> (only for vehicle category Mini & Compact)	
Means of payment not accepted by Europcar in Belgium	
<b>Maestro, Electron &amp; E-card</b>	
<b>Debit Card</b> (The amount is debited immediately after each transaction)	
<b>Prepaid Card</b> (and others payment cards that are not linked to a bank account)	

and

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

Documents required by Europcar	
ID card or passport	√
Driving license	√
Return flight ticket/train ticket and/or proof of address	•

[√] Mandatory – [•] Optional and/or in case of your first Europcar reservation

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

It is mandatory that You and the approved driver(s) are over the age of 19 upon entering into the contact. The age restrictions may vary based on the chosen vehicle category (ref. "Age restrictions by vehicle category").

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 You)
- provides a valid driver license in compliance with Belgian legislation that has been issued for at least 12 months by the date You take possession of the vehicle
- for certain luxury cars (vehicle from vehicle category Premium, Luxury, Prestige (Special Cars) and Selection): provides a valid driver license in compliance with Belgian legislation that has been issued for at least 24 months by the date You take possession of the vehicle
- provides a valid identification document (national ID card or passport) in compliance with Belgian legislation

Only You (on condition that you are listed as one of the drivers) or the driver(s) approved by Europcar, i.e. individuals who have been named in the rental contract and who remain under your responsibility in accordance with, among others, the provisions of Article 1384 of the Civil Code, are authorised to drive the rented vehicle. In the event of the infringement of this provision, You shall be deemed as having no insurance.

**c) Who cannot drive the Vehicle?**

Neither person expressly mentioned / identified on the Rental Agreement is authorized to drive the Vehicle. The same goes for any person who cannot provide valid identification documents as indicated in the sections 2a and 2b.

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 damage caused by You and/or an unauthorized person.

In such circumstances neither You nor the unauthorized driver will be covered by any insurance or protection products offered through Europcar. Only liability insurance (compulsory protection) will apply.

Furthermore Europcar reserves the right to claim a T&C Violation Fee for which the price is mentioned in the Tariff Guide.

**ARTICLE 3 WHERE CAN I DRIVE THE VEHICLE?**

Bearing in mind the high risks of theft, the following restrictions are applicable during the use in Belgium of a vehicle owned by Europcar:

- 1) The use of a rented vehicle, regardless of the category or group to which it belongs, is only authorised in the following European countries, to the exclusion of any others: Germany, Andorra, Austria, Belgium, Cyprus, Denmark, Spain, Finland, France, Greece, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Norway, the Netherlands, Portugal, United Kingdom, San Marino, Sweden and Switzerland. However, Europcar authorises the rental of vehicles to Eastern European countries in the European Community (Bulgaria, Croatia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia and the Czech Republic)

- 2) Across the entire Italian territory and in Eastern European countries in the European Community (Bulgaria, Croatia, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia and the Czech Republic), You shall remain entirely responsible in the event of the theft or disappearance of a vehicle in the Premium, Luxury, Special, Cabriolets and Prestige categories, as well as all vehicles of the Elite class (\*), even if You have taken out theft waiver insurance (THW). (\*Elite class vehicles have a sipp code that starts with N, H, D, J, R, G, U or W)

You are responsible for checking, with an approved agent of Europcar, whether the country or countries that it intends to travel across when using the rented vehicle is/are not subject to a traffic restriction. The same checks are required on your part with regard to traffic authorisations in certain countries in driving vehicles of certain categories. Please be aware that You must comply with traffic road regulations in the country where You drive the Vehicle.

You are authorized to transport a Europcar vehicle by boat or ferry as long as the country/island of arrival has been listed here above in the list of allowed countries. You will be held financially liable per loss for damage incurred to the vehicle during the transport up to the excess amount of the damage protection taken out by you, unless it is proven this damage is not accountable to You.

For more details about our road assistance service abroad, we refer to article 2.5 of the present terms & conditions.

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

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

- the passenger cars are intended for the carriage of varying numbers of people (depending on the approval indicated on the vehicle registration certificate) and,
- the vans may be used for the carriage of goods up to the weight limit indicated on 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. Europcar cannot be held responsible for any damage to the vehicle caused by the transport of goods or equipment such as Ski boxes, bike or luggage carriers, etc.

#### **ARTICLE 5 WHAT ARE MY OBLIGATIONS TOWARDS THE VEHICLE?**

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

- 1) You and/or any Driver 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. The rental period is calculated per 24 hours non divisible from the time of pick-up of the Vehicle. Europcar allows a 29 minutes tolerance period at the end of the rental) 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&Cs and in particular Article 11 "What is the Vehicle return policy/the Vehicle pick up policy?";

- 2) You and/or the Driver must never drive the Vehicle outside the Territory. Should You and/or the Driver wish to drive the Vehicle outside the Territory, You and/or the Driver must obtain Europcar's prior written consent in response to a request sent by email to [be-assurances@europcar.com](mailto:be-assurances@europcar.com). This consent will be provided within 48 hours (save for weekends and public holidays) from receipt by Europcar of the request sent by the Customer. Please note that Europcar shall not provide prior consent to drive the Vehicle in those Countries not covered by insurance, namely: Azerbaijan, Belarus, the Islamic Republic of Iran, Israel, Macedonia, Moldova, Russia and Ukraine;
- 3) Before You leave, You and/or any Driver must always ascertain that the Vehicle has the correct documents/equipment to comply with the local driving regulations of the country in which You and/or the Driver will drive or that You will cross;
- 4) 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. All fines and sanctions following a traffic offence, committed during the utilization of the Vehicle during the rental period, will be at your charge or at the driver's charge. For the management of traffic tickets or fines, Europcar is authorized to invoice an administrative fee for which you can find the prize in our "Europcar Rates" List, consultable on our website here: <https://www.europcar.be/en/terms-and-conditions/europcar-rates>
- 5) You must ensure that any luggage or goods transported in the Vehicle are secured in accordance with Belgian legislation and to the extent that they will not cause damage to the Vehicle (neither on the inside nor on the outside) or cause risk to any passengers;
- 6) You and/or any Driver must guard the Vehicle with the utmost care, and in any case make sure that is locked and protected by its anti-theft devices when it is parked or left unattended.
- 7) 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 Your and/or any Driver's driving ability.
- 8) You and/or any Driver must never drive the Vehicle in a state of drunkenness or intoxication or when experiencing extreme fatigue or sleepiness behind the wheel;
- 9) You and/or any Driver must never drive the Vehicle when not in a fit mental and/or physical state to drive with due diligence, for any reason whatsoever;
- 10) You and/or any Driver must never affix any adverts to the rented vehicle, except with prior, written agreement from the executive board of Europcar;
- 11) You and/or any Driver may not to make any modifications, even minor ones, to the rented vehicle;
- 12) You and/or any Driver 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 must take any protective actions necessary to keep the Vehicle in good working order.
- 13) You and/or any Driver agree to use the rented vehicle with due care and comply with the provisions of these terms and conditions; You shall return the vehicle in perfect maintenance and cleanliness conditions, equipped with the original plate holder. Europcar reserves the right to claim the reimbursement of any necessary repair expenses. In your capacity as custodian, you need to take all appropriate measures to ensure the safeguard of the rented vehicle, particularly by keeping the vehicle closed and locked when it is not in use and by keeping the keys in its possession or at least in a secure place. In your capacity as custodian you need to ensure that once damage to the vehicle has been identified you will not continue to drive with the Vehicle in order to avoid the damage will get worse and affects your safety.
- 14) You and/or any Driver You must refill the vehicle with the appropriate type of fuel. If unsuitable fuel should be added, You may under no circumstance continue to drive the vehicle and will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the damage caused to it and any costs resulting from this, calculated according to the rules described in the section below (*Damage to the Vehicle*).
- 15) You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
  - a) for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but also, the Rental Agreement, the keys, the documentation, the equipment, the tools

and/or any of its accessories. Only You (on condition that you are listed as one of the drivers) or the driver(s) approved by Europcar, i.e. individuals who have been named in the rental contract and who remain under your responsibility in accordance with, among others, the provisions of Article 1384 of the Civil Code, are authorised to drive the rented vehicle. In the event of the infringement of this provision, You shall be deemed as having no insurance and furthermore Europcar reserves the right to claim a "T&C Violation Fee" for each (sub) rental day and restrain You from renting a Vehicle in the future.

- b) for carrying passengers for hire or reward, unless express written authorization by Europcar (for instance for car sharing purpose),
- c) to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
- d) for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions,
- e) for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorized in the Vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet,
- f) for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not,
- g) for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar's express written authorization),
- h) to give driving lessons, accompanied driving ("*conduite accompagnée*"),
- i) 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),
- j) 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 authorized and paved roads,
- k) to commit an intentional offence,
- l) for being transported on board any type of aeroplane, train or truck unless express written authorization has been given by Europcar. In order to demand authorization a mail should be sent to [be-assurances@europcar.be](mailto:be-assurances@europcar.be) within 72 hours before the transport initiates;
- m) Inside 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's express written authorization. If Europcar grants its consent 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,

You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the abovementioned obligations imply the expiration of any limitation/exclusion of liability right possibly subscribed by You, with full liability for the damage and any other cost resulting from this.

Likewise Europcar reserves the right to demand immediate return of the Vehicle, without prior notice, being that also the contracted optional insurance coverage and complementary services will be deprived of their effects. Europcar reserves the right to claim a T&C Violation Fee in the event of an infringement to the abovementioned provisions.





**ARTICLE 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 Europcar Belgium</b>
Technical assistance to the Vehicle on Belgian territory
Automobile Third party liability
Collision Damage Waiver ('CDW'): limits your financial exposure per loss* to the excess amount
Theft Waiver ('TW')
Limited Mileage selected during the booking

*\*All material damages resulting from the same accident will be considered as one and same loss.*

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

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

<b>List of products / services Europcar Belgium</b>
Baby seat / Booster seat
Additional driver
Young driver (younger than 25yrs old)
Technical assistance to the Vehicle abroad
Environmental Surcharge (ECO Surcharge)
One way (authorization to collect and return the Vehicle in two different stations)
Refuelling Service
Full Tank Option (FTO)
Diesel Option (specific demand for a diesel-powered vehicle) (DSL)
Fuel Choice (FCC)
Automatic Option (specific demand for a vehicle with automatic transmission) (AUT)
Hybrid Option (HYB)
Additional rental days
Insurances / other protections

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Pick up and return out of hours for airport & railway stations (After hours)
Specific Model Choice or Must Be Guarantee (GAR)
Choice for a specific media solution or Smart Way (SMA)
Navigation System
Winter Equipment (Winter Tyres & Winter Socks)
Other equipment & accessories
Vehicle Cleaning Service (if the Vehicle was returned "dirty" i.e. in a cleanliness state that does not result from normal use with utmost care)
Loss (or theft) or defect of the Vehicle Keys
Breakdown due to misfuelling
Tyre puncture
Delivery & Collection of the Vehicle by Europcar
Enhanced Sanitizing (disinfection of the rental vehicle)

### ARTICLE 8 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 prices 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)
- Any other mobility services You choose to add at Your further cost
- Additional costs due to exceeding the Limited Mileage (maximum allowed kilometres as mentioned on Your rental contract)
- VAT
- 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. You will be informed beforehand of the amount charged on your credit card and You will be able to dispute these charges during a period of 14 days following the invoice date, as mentioned in Article 12 of the present Terms & Conditions of Hire.

### ARTICLE 9 WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?

- **The Deposit.** In addition to the rental price En plus du prix de location (that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in) Europcar is requiring You to leave a

deposit. The deposit 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.

- When You arrive at the rental location, You will be asked to leave a deposit for your rental. The deposit amount will be authorised on your credit card but not debited from your account. The deposit is intended to cover additional rental costs. The deposit amount is: €300 (or £250). If you have not already paid for your rental at the time of booking, then the price of the rental will also be authorised on your credit card. In this case, the total amount authorised on your credit card will be: Rental price + 300 € (or £250). For more detailed information about this deposit, please refer to Article 19 of the present T&C's.
- **Late cancellation:** If You cancel Your rental within a 48 hours prior to the pick-up time of the Vehicle, a penalty of up to €50 for "Late cancellation" might be applied. The amount of this fee shall not exceed the price of Your rental if it is lower. In case of prepaid booking, the prepaid amount will be refunded less a "late cancellation" fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the "Late Cancellation" fee.
- **No show:** If You have not cancelled Your reservation and You fail to show at the agency to collect Your Vehicle at the pick-up time, a No show fee of up to €95 might be applied. If the price of Your rental is lower than the No show fee's amount, the fee will be equal to the price of Your rental. In case of prepaid booking, the prepaid amount will be refunded less a "No show" fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the "No show" fee.
- 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 Tariff Guide attached to Your confirmation email and are available on our website (<https://www.europcar.be/en/terms-and-conditions/europcar-rates>)
- Such charges and fees include without limitation:
  - 1) Administration fees for handling fines or other sanctions. Europcar is authorized to recover any cost that Europcar incurred or has to incur (or any cost billed to them by a third party) in relation to the further processing and recovery of fines and taxes that were a direct or indirect result of Your utilization of the Vehicle during the rental period (as specified in article 5.4) from You and/or the Driver, including but not restricted to: lawyer's fees, bailiff's fees, taxes, administrative fees, legal amounts for the intervention of a lawyer or other to recover these fines and taxes.
  - 2) Cleaning fees for a Vehicle returned in an unacceptable (other than the contractual use) and/or dirty state;
  - 3) Charges for lost or stolen keys;
  - 4) "**Damage**" to the Vehicle (any physical damage to the Vehicle or vandalism apart from glass breakage or puncture) and / or "**Theft of the Vehicle**" (theft of the Vehicle itself or of accessories and / or attempted theft of the Vehicle or any accessories). Your liability in this respect can be limited according to the type of protection You have elected to take out (please refer to the Europcar Insurance and Protection guide attached to Your confirmation email or available at the Europcar branches);
  - 5) Damage Administration Fees
  - 6) All and any fuel used during the Hire Period and a potential Refuelling Service Charge;
  - 7) Additional mileage over and above the mileage that is included in the rental charge (if any);

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- 8) The following additional specific fees and charges: (1) extra charges linked to the rental made in stations located in airport or rail stations, (2) the cost to return the Vehicle to a Europcar station other than the one from which You departed, (3) costs for the extension of Your rental
- 9) Eco surcharge
- 10) Enhanced Sanitizing: a surcharge to cover the costs for the disinfection of the Rental Vehicle

### ARTICLE 10 WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE / WHEN THE VEHICLE IS DELIVERED?

#### a) Pick Up

When You pick up the Vehicle from Europcar You will be asked to sign among 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. You will have an additional term of 2 (two) hours following the time of pick to report (hidden) defects or damages to the Vehicle not described in the Rental Agreement (other than those caused by You and/or the Driver. You can report the additional damage by sending a text message to short code 3945, by calling the station of departure or by sending a mail to [statementofdeparture@europcar.com](mailto:statementofdeparture@europcar.com).

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.

The rental contract incorporates a description of the vehicle's condition at the time it is issued You; You need to check the compliance of this description with the actual condition of the vehicle and to jointly set out any damages and/or apparent defects that were not previously included, prior to taking possession of the vehicle. Failing this, Europcar shall be deemed as having issued a vehicle to You that fully complies with the description provided in the contract so that the cost of repairs for any observed damage to the rented vehicle upon your return and not provided for in the contract will be at your cost, subject to, where appropriate, the type of insurance/protection cover you have taken out.

Any vehicle owned by Europcar is always provided to You with a full tank of fuel, the appropriate fluid and lubricant levels and equipped with a spare wheel with a new tyre or a repair kit, the standard tools and legal vehicle documents.

#### b) Delivery by Europcar

When a Vehicle is to be delivered within 60 minutes after the rental station's opening hour, You silently agree that Europcar delivers the Vehicle on the working day before the departure date. You are to take possession of the Vehicle no earlier than on the exact date and hour mentioned on the rental contract. Any infringement to this provision, will result in you being not insured and/or protected by any of the insurances/protections You signed for.

The Vehicle should be inspected immediately by the driver who takes possession of the Vehicle or by the company's Fleet responsible. In the event of a delivery, Europcar allows You a period of 24 hours (starting from the date & hour of departure, as mentioned on Your rental contract) to communicate any damage that is not



mentioned on Your rental contract. This communication to modify the statement of departure can be done by mail ([statementofdeparture@europcar.com](mailto:statementofdeparture@europcar.com)), text message (3945) or by phone (to the station of departure). After this period, You will be held liable for any damage to the Vehicle that is not listed in the statement of departure as mentioned on Your rental contract.

**ARTICLE 11 WHAT PROCEDURES ARE BEING APPLIED WHEN RETURNING THE VEHICLE?**

**a) Return of the Vehicle during the opening hours of the rental station**

You should return the Vehicle to the Europcar branch on the date and at the time shown on the Rental Agreement. Any unauthorised return of the Vehicle to another Europcar agency (“One way”) may lead to You being charged for a One Way penalty fee. Please consult with the Europcar station of pick up.

The Hire Period will end when You return the Vehicle to the Europcar branch and hand the Vehicle keys to a Europcar agent. Europcar will not refund You if You return the Vehicle earlier than the date mentioned on the Rental Agreement.

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent and countersign a Statement of Return (damage) report.

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

**b) “Out-of-office hours” return policy**

Europcar recommends returning the Vehicle during the opening hours of its stations. If You do opt for an “out of hours” return, You accept that the Statement Of Return (damage) report can be drawn up by the Europcar agent without your presence.

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. Depending on the available systems and the information that You will have received from Europcar, this document must be left inside the Vehicle or returned with the keys in the “keys drop off box” provided for that effect.

Please note that your Rental Agreement does not automatically end 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 Highway Code. 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 damage in order to obtain proof of the state of return of the Vehicle once it is parked and before the drop off of the keys.

Europcar shall have no liability for any loss, theft, robbery or damages of any nature, related to objects and, or tools transported or that may be found in the Vehicle, namely including luggage and, or goods, unless it is proven otherwise.

**c) Return of the Vehicle during the opening hours of the rental station without your presence**

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 impossibility or refusal of a contradictory inventory.

The same Procedure as the one described above will apply (See 11°-b).

**d) Collection of the Vehicle by Europcar**

In the event of a Vehicle collection by Europcar, You silently agree to have the Vehicle inspected by a Europcar representative at the time of the restitution of the Vehicle keys.

Please note that You remain liable for any damage to the Vehicle until the keys are handed over to a Europcar representative. You (or your fleet responsible) or the assigned Driver must take the time to inspect the Vehicle with a Europcar representative at the time of the collection.

To speed up the collection, You are requested to address Europcar by:

- text message to 3945 with the following message "The vehicle with plate <plate nbr> can be picked up at <address>"
- by mail to [collection.belgium@europcar.com](mailto:collection.belgium@europcar.com)
- by phone to the station of departure

**e) 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 hours elapses without there being any news regarding the delay in its return, Europcar shall regard the Vehicle as having been unlawfully appropriated and will be entitled report this to the competent local authorities.

In such case Europcar will be entitled to charge You an additional day for each rental day at the rental tariff in effect, plus a fixed Overdue Fee per extra day, unless You can demonstrate that You have no longer the disposal of the Vehicle through no fault of your own or that the non-restitution of the Vehicle resulted through no fault of Your own.

Europcar may also claim from You all compensation for

- all costs related to our or our Insurer's investigation
- all towing & storage costs engaged by the towing & road assistance service
- all damage and losses suffered by Europcar and
- all the fines, tolls, penalties or sanctions owed with respect to 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 have no effect.

**ARTICLE 12 DAMAGE TO THE VEHICLE**

In the event of differences between the state of the Vehicle as described upon check out and that identified upon return, You may Any other damage not included in the abovementioned Recommended price list and/or other more Serious Damage (substantial Damage impairing the delivery of the Vehicle have to pay the amount as defined below. If Damage is identified upon your return, the amount of the deposit will be blocked on your credit card. Europcar will inform You of the detected damage and the amount that would be charged to You in case you give your consent.

**a) Damage identified upon return of the Vehicle and in your presence**

If Damage is identified upon the return of the Vehicle when the inspection is made, in your presence and in the presence of the Europcar agent or its representative, and if You acknowledge the damage by signing the statement of return of the Vehicle, Europcar will give You an assessment of repair costs that may be charged to You.

Repair costs vary depending if it is qualified as Light Damage or not:

- Light Damage (minor insubstantial damage caused to the Vehicle without altering its delivery to the rental and permitting its movement in accordance with the provisions of the Highway Code such as, for instance, without being exhaustive: small scratches; light impacts on windshield) is charged according to the Light Damage Prize List (available in any Europcar station and on our website) along with damage administration fees.
- More substantial damage (or Light damage not included in the abovementioned price list) such as, for instance, without being exhaustive: motor seizure, damage to the undercarriage, ...) will be evaluated by an expert and charged according to the expert's report or by a cost estimation made by an independent auto-repair garage. Please note that depending upon the damage to the Vehicle and the type of protection You have subscribed to with Europcar (see the *Europcar Insurance & Protection Provisions* (ref. Appendix 1) You may or may not be charged for the full amount.

If You contest Damage and the invoicing thereof by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see article 13b).

Where the circumstances involve Third Parties, it is important that You duly complete and sign an accident report providing us full details of both the incident or accident and the Third Party.

If, in the event of an accident with a known third party, You do not submit an accident report to your Europcar agency within a maximum of three working days (unless it is materially impossible for You to do so within such time), and if Europcar is held liable by an opposing insurance company, You will be liable for the corresponding administrative fees.

**b) Damage identified in Your absence.**

If Damage is 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:

- statement of return of the Vehicle describing all Damage identified
- pictures of the Damage
- An estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 12a paragraph 2 and administration fees for the treatment of the Damage and the Vehicle immobilisation.

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

If You fail challenging or justifying within the above-mentioned period 14 days, Europcar reserves the right to invoice You the cost of the repairs 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 Provisions attached to Your confirmation email or available from all Europcar stations and/or on Europcar's website, following this link: <https://www.europcar.be/EBE/module/render/Insurance-protection-provisions>, You may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, You will be able to challenge any damage and the invoicing thereof by acting pursuant to the provisions of article 22 "What happens in case of a dispute related to my rental?"

### d) Exceptions

- 1) Damage incurred to the rented vehicle owing to a depression in the roadway or the condition of the roadway, as well as damage to the engine, gearbox or other mechanical components of the vehicle following impact to the vehicle's chassis shall be at your cost, even if you have signed for one of the additional protections, unless You provide proof that exonerates you from being accountable
- 2) The cost for repairing damage incurred to the roof and/or upper sections of our rental vehicles, as well as any other damage caused to the same vehicles if such damage is a direct result of impact to the roof and/or upper sections of the vehicle shall be at your cost unless You provide proof that exonerates you from being accountable
- 3) In the event of damage to the vehicle resulting from a gross negligence or an intentional act made by you or by the approved drivers or by a representative of yours, you shall automatically forfeit the benefit of any insurance cover and you will be held liable for the total amount of the damages despite the protections you have signed for unless You provide proof that exonerates you from being accountable
- 4) Any damage incurred to either the interior or exterior of the vehicle owing to an act of vandalism shall be invoiced to you, for the actual cost of the repairs to be carried out on the rented vehicle, unless you have submitted a report to the police authorities within a period of 3 days, in which case the damage that may be claimed by Europcar shall be capped per loss at the amount of the contractual deductible, increased by administrative costs. You may not hold Europcar liable in the event of the disappearance or deterioration of any equipment or items that belong to you and/or any passengers you have transported that have been left behind in the rented vehicle.
- 5) Damage to the rented vehicle caused by natural forces shall be borne by Europcar. The excess amount as set out in the rental contract, will be charged to you. This includes damage caused directly and exclusively by floods, hail, volcanic eruption, earthquakes, falling rocks, landslides, avalanches, snow pressure, snow or ice drifts, hurricanes, typhoons or tsunamis.
- 6) The rented vehicle is only insured for the duration of its rental period as indicated in the contract; following this period, unless an extension of the contract term has been duly authorised by Europcar, in accordance with the provision of article 2.1, you shall be held liable for all financial and other consequences and for any incident affecting the rented vehicle, including the theft of the vehicle. Following any extension period of the initial contract, if the vehicle is not returned to Europcar within the given time, you shall be held fully responsible for any incident affecting the vehicle, whether this involves an accident or theft.
- 7) The driver of the rented vehicle, whether this is you, an approved driver or any other person, shall not be covered by any insurance in the case where said driver is not a holder of a valid driving licence on the



incident dates, or moreover is in a state of drunkenness, sleepiness, extreme fatigue, alcoholic or narcotic intoxication or under the influence of other substances that influence the driving ability and responses at the time of the incidents.

- 8) Europcar disclaims any responsibility with regard to accidents involving third parties or with regard to damage inflicted upon a third party vehicle and for which responsibility is incurred by you during the rental period in the case where you have provided Europcar with false information relating to your identity, age, address, the validity of your/their driving licence etc., in such a case, Europcar may invoice you for all of the financial damage it has suffered resulting from such conduct

Europcar reserves for each of the above cases are attributable to the duty of the administration costs for damage, the price listed is in our "Europcar rates" under the report Damage Fee (DAF).

### **ARTICLE 13 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 authorization. Your demand must be validated by our Maintenance department by mail ([ecbe-maintenance@europcar.com](mailto:ecbe-maintenance@europcar.com)). Should this rule be breached, you must bear the duly justified costs of restoring the Vehicle to the condition in which you received it, and pay a sum as compensation for the immobilization of the Vehicle, the immobilization of the vehicle, which will be calculated determined on the basis of the following criterion: extra rental day(s) + towing/transport costs + storage costs.

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

### **ARTICLE 14 WHAT SHOULD I DO IN CASE OF AN ACCIDENT OR MECHANICAL BREAKDOWN?**

In case of mechanical breakdown or accident which prevents you from continuing your travel and/or obliges you to stop the Vehicle to prevent any breakdown, you are provided with an assistance service. For interventions on Belgian territory, this breakdown service is included in the rental price. If you want to enjoy this service while abroad, you will need subscribe to an optional protection named "Emergency Management Service Abroad". For more details about this protection, please refer to our "Insurance and Protections Terms & Conditions"

In the event where the initial rented vehicle becomes immobilised due to a mechanical breakdown or accident, you may not carry out, at your own initiative, any repair to the Vehicle, except with prior, written agreement from Europcar (to be requested via [ecbe-maintenance@europcar.com](mailto:ecbe-maintenance@europcar.com)) and in accordance with the instructions of the latter. In this case you will need to submit a quotation for the repairs to Europcar.

In case of a non-authorized repair at your own initiative, when you fail to respect the prescriptions mentioned in this article, Europcar reserves the right to invoice you for the full amount of the damage, inflicted on the vehicle, even when you signed for one or more of the insurances.

In case any incident occurs whereby the rental vehicle was involved, such as an accident, theft or fire (even if no third parties are involved), as soon as You will have been aware or You will have the capability, You shall report the

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accident immediately and without delay to the Europcar pick-up station, and, if necessary (always in case of fire and theft), to the local police authorities and file an amicable declaration of motor vehicle accident.

The declarations concerning the incident are gathered in a numbered, official police report. This police report needs to be submitted to Europcar, within 3 working days at the latest and You will be obliged to immediately return the keys of the rental vehicle to the nearest rental station.

- a) Informing Europcar, within 3 days of its occurrence of any event effecting the rented vehicle, such as an accident, theft or fire, even partial, even if no other party is implicated and by immediately informing the police authorities of any accident involving the vehicle that has caused bodily harm to its passengers or third parties, as well as any acts of vandalism or suspected fire affecting the rented vehicle or the theft of the latter etc.
- b) Describing in a European accident statement to be returned immediately to Europcar, the date, place, time and the circumstances of any accident; the damage to the rented vehicle, the identity and address of any witnesses, the identity and address of the owner of the vehicle, the third parties involved and the driver, the licence plate number and the identity and civil insurance policy number of the third party vehicle.
- c) Attaching to the statement as stated in point b) above, the original or at least a copy of any police records that may have been established or any other witness statements.
- d) Not discussing in any way the liabilities of any incident of whatever nature and not making a compromise with anyone as regards the consequences arising from an incident.
- e) Not abandoning the rented vehicle when an immediate breakdown service cannot be arranged, unless informed in advance that such abandonment does not constitute a danger.

In the event of non-compliance of the above provisions of this article, in the event of the hijacking of the rented vehicle by you or one of your drivers, in the event of a hit-and-run offence or in the event of a deficient collaboration or an incomplete, fraudulent or late declaration, Europcar reserves the right to invoice the entirety of the financial damage it has suffered to you, even if you have taken out one of the additional insurance covers as set out in our Insurance & Protection Provisions.

In those cases, you should call the assistance service on the following service number: from Belgium & Luxemburg: 0800 13 091 and from abroad 0032 2 660 03 62.

In the event of the occurrence of an accident or mechanical damage for which responsibility is demonstrably incurred by you or an approved driver, whether or not the latter were driving the rented vehicle at the time of the incidents, for example if the vehicle had been entrusted to an unauthorised third party, or indeed on the basis of the provisions mentioned above, you shall be invited by registered postal mail to jointly assess, on a date, time and place to be determined by Europcar, the damage incurred to the rented vehicle, accompanied if desired by an appraiser of your choice qualified to carry out this type of assessment.

In case of theft of the Vehicle, You shall provide Europcar with a copy of the report of theft filed before the local police authorities within two (2) business days with the keys and official papers of the Vehicle if those have not been stolen.

**ARTICLE 15 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. 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 for your booking, for example, the daily rental charge of the Vehicle and Accessories for the Hire Period and for any additional services or products. Your means of payment will be debited by the agreed amount but you will not receive an invoice for that prepayment as the confirmation email will be deemed the receipt for this. Once you have returned the Vehicle to us then we will establish whether any additional fees or charges apply and will supply an invoice to show the full charge for the Hire Period. This invoice will be sent to you via email. If You decide not to prepay You will be charged at the Europcar renting branch when You pick up Your Vehicle for 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 pick up the Vehicle. The cost for this will be shown on the Rental Agreement and will be agreed with You before You sign the document. Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time) or if You have incurred extra costs such as fines or tolls or caused damage to the Vehicle then Europcar will charge You at a later date, together with any associated administrative charges, when Europcar becomes aware of them once the Hire Period has terminated.
  - If you decide not to prepay for your booking, you will be charged at the time you pickup your Vehicle for the amount of the rental charges for the Vehicle plus the deposit and for any Accessories or additional services or products or additional Drivers or protections you decide to take out before you take the Vehicle away. The cost for this will be shown on the Rental Agreement and will be agreed with you before you sign the document. Any additional fees or charges will be charged, if applicable, when you return the Vehicle (if they can be calculated at that time) and we will supply an invoice to show the entire cost of the Hire Period. This invoice will be sent to you via email.
  - If you have incurred extra costs such as fines or tolls or refueling charges and/or surcharges or you have caused damage to and/or loss of to the Vehicle and/ or Accessories then we will charge you at a later date for such costs together with any Third Party Administration Charges if, after the Hire Period has terminated, we become aware of them.
- The final invoice with all charges will be send to You electronically. If You refuse to receive your final invoice electronically, You can opt to receive a paper invoice without any additional costs.
- 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) You will be automatically liable without being formally put in default, for late payment penalties of a rate equal to the interest rate applied by the European Central Bank's refinancing operation increased by 10 percentage points, and the allowance of recovery under the conditions referred to in the Law of 2 August 2002 regarding the prevention of late payments in business transactions (*Belgian Official Gazette* 7 August 2002).
- If You are a Consumer, You explicitly agree:
  - that failure to make a single payment when due, or delinquency of payment after being formally put in default (by receiving a written notice by registered letter demanding payment remaining unanswered for 15 calendar days) shall entail immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement without any court intervention being required or indemnity payment by Europcar being due, and
  - that Europcar has the right to demand immediate return of the Vehicle.

**ARTICLE 16 WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?**

**a) 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 contact our Reservations Call Centre on T 02/348.92.12 | F 02/344.12.13 | [Reservations@europcar.com](mailto:Reservations@europcar.com)

**b) Cancellation & No Show**

- **Cancellation** - 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.**
- **Late cancellation** - If You cancel giving Europcar less than 48 hours' notice, **a penalty of up to €50 might be applied. The amount of this fee shall not exceed the price of Your rental if it is lower.** In case of prepaid booking, the prepaid amount will be refunded less a late cancellation fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the late cancellation fee.
- **No show** - If You have not cancelled Your booking and fail to come to the Europcar station agency to pick up the Vehicle at the time scheduled, **a No show fee of up to €95 might be applied. If the price of Your rental is lower than the No show fee, the No show fee's amount will be equal to the price of Your rental.** In case of prepaid booking, the prepaid amount will be refunded less a no show fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, You remain liable for the "No show" fee.

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.

**ARTICLE 17 WHAF 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:

- Call our Customer Service;
- Go to the Europcar station of check out;
- 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.

If You don't comply with the abovementioned conditions and keep the Vehicle, Europcar will charge You with an additional fee of EUR 50 for unauthorised extension plus the applicable rental rate. Europcar will also have the right to take any legal actions to demand immediate return of the Vehicle, without prior notice, being that also the contracted optional insurance coverage and complementary services will be deprived of their effects.

**ARTICLE 18 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 elected. Please check carefully the rules applicable for every rental You make.

All Vehicles are supplied with a full tank of fuel. 3 situations may then arise:

1) Full to full

- Europcar provides You with a Vehicle with a full tank of fuel.
- You return the Vehicle with a full tank of fuel.
- You pay nothing for either refuelling charge or fuel.

2) Refuelling charge

- If You have not taken up the full tank option and the Vehicle is not returned with a full tank of fuel, You will be charged for twice the cost of the missing fuel (for which the prize is displayed in our rental stations)

3) Full Tank Option

- At pick up You pay for the price of a full tank of fuel. The cost 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.

**ARTICLE 19 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 serves as a guarantee mechanism and is intended to cover additional rental costs.

If You have paid for your hire in advance, the amount of the deposit is EUR 300 (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 charged to your credit card. In this case, the amount charged to your credit card will be the rental cost plus EUR 300 (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 advance rentals, if you subsequently make additional purchases at the desk, the amount of these additional sales shall be added to the sum of the deposit and this amount shall be deducted from your bank account.

The deposit shall be released at the end of your Hire Agreement if no other costs are payable within 8 working days.

**ARTICLE 20 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 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.

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 given 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 Your bank.

**ARTICLE 21 WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?**

Europcar may use any information You have given Europcar, including the details of any named Driver, for the purposes of Your rental to verify identity, collect payment, monitor fraud and deal with any issues before, during and after the Hire Period.

Europcar will obtain information from third parties concerning You and/or any named Driver to decide whether to rent a Vehicle to You. Before Your rental starts Europcar will check Your identity and that of any named Driver by carrying out an identity check. This identity check will leave an electronic note or "footprint" on Your record but will not affect Your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.

Europcar may give the personal details on the Rental Agreement, and details of Your performance of obligations under this Rental Agreement, to credit reference agencies, DVLA, HM Revenue & Customs, the police, debt collectors (including solicitors) and any other relevant organization.

Europcar may also give the personal details to the [British Vehicle Rental & Leasing Association ("BVRLA")], who may pass the details on to any of its members to help such members decide whether they will accept You or any named Driver as a customer. Our data protection policy is available on: [www.europcar.be](http://www.europcar.be).

Europcar collects and processes data in order to provide You with vehicles rental services and for marketing purposes such as special promotions and loyalty program. You have the right to oppose free of charge against the processing of Your personal data for direct marketing purposes.

You are informed of any information that must be collected by Europcar whether in station or via an asterisk online. The recipients of such data are only companies that are part of the Europcar Group as well as franchisees. Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of protection equivalent to Belgian law standards and the rules and guidelines of the Belgian Commission for the Protection of Privacy. However the transfer of data to a country with an insufficient level of protection is authorized based on the exception of "the performance of a contract between the data controller and the data subject, or of pre contractual measures taken in response to the data subject's request (Article 22 §1, 2° of the Act of 8 December 1992 regarding data protection).

Based on this You have a right to access, rectify and delete data concerning You. You may perform this right by sending Europcar a letter at the following address: Europcar Belgium, Brixtonlaan 43, 1930 Zaventem, Brussels, Belgium.

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You and/or the Driver are made aware that Your/his personal data may be notified to the police authorities at their request in case of any traffic road offence and/or any crime committed during the rental.

Furthermore, as Europcar is a member of the Rental Branch of the "*Conseil National des Professions de l'Automobile (CNPA)*", some data, linked to the Rental Agreement, can be passed on with a view to being shared amongst companies members of this Branch, enabling them legitimately to decline any further rentals. In accordance with the proceedings of the CNIL No. 2006-235 of November 9<sup>th</sup> 2006, You will be informed in advance if You are concerned by such measures and will be entitled to oppose such inscription, to access, to rectify and delete Your personal data by contacting the Rental Branch of the CNPA (50 rue Rouget de Lisle – 92158 Suresnes Cedex).

By accepting the present T&Cs, You expressly acknowledge having granted your explicit consent with the abovementioned Europcar privacy policy.

### ARTICLE 22 WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

#### Applicable law

The rental agreement falls exclusively under Belgian law.

#### Jurisdiction

Any dispute regarding your rental, which cannot be resolved amicably, falls subject to the jurisdiction of the Brussels courts and if applicable the peace court / family court of the district. However if the customer is considered a Consumer, the judge designated by national law will be competent, without prejudice to the application of the Brussels 1 Provision (1215/2012).

#### 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: Europcar Customer Services, Brixtonlaan 43, 1930 Zaventem T 02/709.71.15 | F 02/709.71.20 | [customer.servicesbelgium@europcar.com](mailto:customer.servicesbelgium@europcar.com)

#### Notifications

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

#### Settlement of disputes

After having exhausted all internal remedies regarding these Terms of Use, and once one month has elapsed without any response from Europcar or an unsatisfactory response, You may submit your dispute to the Mediator of the Franchise-Consumer Mediation Committee by contacting:

« De Consumentenombudsdienst »:

North Gate II

Koning Albert II-laan 8

1000 Brussel

Tel: 02 702 52 00

Fax: 02 808 71 20

E-mail: [contact@consumentenombudsdienst.be](mailto:contact@consumentenombudsdienst.be)

Web: <http://www.consumentenombudsdienst.be>

## **RENTAL TERMS & CONDITIONS**



If the rental country is different from Your country, you can choose to submit your dispute directly to the European Car Rental Conciliation Services.

E-mail: [complaint@ecrcs.eu](mailto:complaint@ecrcs.eu)

### **Contractual documents**

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

- The Rental Agreement;
- These T&Cs and their appendix,
- The Europcar Insurance and Protection Provisions (Appendix 1),
- the Tariff guide,
- The confirmation email that You receive when booking a Vehicle.

### **ARTICLE 23 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).



## **ADDENDUM: INSURANCE & PROTECTION PROVISIONS**

### **Who we are**

We are EUROPCAR N.V. / S.A. We are a private limited company incorporated in Belgium under company number BE 04 13 087 168 and our registered office is located in 68-74 Avenue d'Auderghem, 1040 Etterbeek, Brussels (Belgium). 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 protections separately. Details of how these Personal Accident protections can benefit both you and your Passengers are available upon request.

## **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 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 (relating to CDW)**

All material damages resulting from the same accident will be considered as one and same loss.

**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

**You or you / Yours or yours**

means any named driver

**1. 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. None of Our vehicles are covered for own damage. No specific clause has been signed for this

**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 3 working days of the incident or as soon as you reasonably can in the circumstances.

## **2. EUROPCAR PROTECTIONS**

### **2.1 COLLISION DAMAGE PROTECTION (CDW)**

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, per loss, 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

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 behavior 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
- damage to the suspension, engine, gearbox or other mechanical components of the vehicle following impact to the vehicle's chassis
- damage to the Vehicle's undercarriage

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 (within 5 working days or as soon as you reasonably can) 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 per loss is the Excess amount.

**2.2 THEFT PROTECTION (THW)**

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 unauthorized 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.

\*\* these are the minimum requirements.

### 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.

## 2.3 GLASS, LIGHTS AND TYRE PROTECTION (WWI)

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
- lamps and lights; or
- rear view mirrors

that are in or on the Vehicle if the damage occurs during your rental

- damage to tyres on the Vehicle unless it arises from any abnormal use (see definition on page 1) you may make of the Vehicle

### 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 within 3 working days or as soon as you reasonably can in your situation/circumstances or any other document which relates all of the facts as they occurred (nature of damage to the Vehicle, the location where 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 separately or as a part of our PREMIUM protection package (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.

If you purchase this glass, lights and tyre protection as a part of our MEDIUM protection package (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have be financially liable for the amount of the excess.

## 2.4 ROAD SIDE ASSISTANCE DEKKING (RSA)

During the rental period we offer You a towing & roadside assistance service for the Vehicle without additional costs as a part of your rental experience. The following are excluded from this free service:

- motor breakdown,
- error made by you in the choice of fuel (unless You drive on and break down the motor)
- defective or lost keys,
- empty batteries and
- flat tyres.

All of these will be billed to you at a fixed cost. Our RSA cover limits your financial exposure for all aforementioned cases. When You subscribe to our RSA cover, provided a strict respect of the current T&Cs and local legislation, you will be exempt from the costs of all aforementioned cases by paying a fixed amount per rental day (ref. Tariff Guide Europcar Belgium – [www.europcar.be](http://www.europcar.be))

### What am I covered for?

This cover limits Your financial exposure for the costs after an intervention by our towing & roadside assistance service for the following:

- breakdown resulting from an empty fuel tank or wrong choice of fuel
- defective keys or keys left behind enclosed in the vehicle
- punctured or exploded tyres
- breakdown resulting from an empty battery

**What is excluded from the cover?**

Damage to the engine resulting from an erroneous choice in fuel is not covered by this cover. You are not covered for the administrative fees for handling your file.

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

Provided You pay the fixed amount per rental day and provided a strict compliance with our current T&Cs, you will be exempt from paying the costs for the following things after an intervention by our towing- and roadside assistance service: motor breakdown, error made by you in the choice of fuel, defective or lost keys, empty batteries and flat tyres

**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,
- alert our towing- and roadside assistance service when any of the aforementioned cases arises

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

In case you did not sign for the RSA protection, you will be held financially responsible and billed a fixed amount to cover the costs of the aforementioned cases. In case you did sign for the RSA protection, you will be exempt from any of these fixed amounts, provided a strict compliance with the current T&Cs.

**What must I do to benefit from the Protection while abroad?**

If You wish to benefit from this Protection while abroad, than you will need to subscribe to our EMSA protection. You will find more details about this EMSA protection hereunder.

**2.4 EMERGENCY MANAGEMENT SERVICE ABROAD (EMSA)**

This protection covers the costs related to an intervention by our towing & roadside assistance service for the Vehicle while abroad. If you have signed for the EMSA protection and provided a strict compliance with our current T&Cs, you will be exempt from these towing & roadside assistance costs, by paying a fixed amount per rental day (ref. Tariff Guide Europcar Belgium – [www.europcar.be](http://www.europcar.be))

**What am I covered for?**

This protection covers the costs related to an intervention by our towing & roadside assistance service for the Vehicle while abroad in case of:

- an error made by you in the choice of fuel (unless You drive on and break down the motor)
- defective or lost keys,
- empty batteries and flat tyres
- breakdown following an empty battery or an empty fuel tank

**What is excluded from the cover?**

Damage to the engine resulting from an erroneous choice in fuel is not covered by this cover. You are not covered for the administrative fees for handling your file.



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

Provided You pay the fixed amount per rental day and provided a strict compliance with our current T&Cs, you will be exempt from paying the costs for the following things after an intervention by our towing- and roadside assistance service: motor breakdown, error made by you in the choice of fuel, defective or lost keys, empty batteries and flat tyres

**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,
- alert our towing- and roadside assistance service when any of the aforementioned cases arises

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

In case you did not sign for the RSA protection, you will be held financially responsible and billed a fixed amount to cover the costs of the aforementioned cases. In case you did sign for the EMSA protection, you will be exempt from any of these fixed amounts, provided a strict compliance with the current T&Cs.

**3. OTHER PROTECTIONS**

**3.1. PERSONAL ACCIDENT & BAGGAGE PROTECTIONS (PAI & SPAI)**

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

Whilst we automatically include Third Party Liability insurance as part of our vehicle rental services (for details of this insurance please see the section on pages 2 and 3 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 minimize 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 incorporates baggage cover as well.

### 3.2 PERSONAL ACCIDENT PROTECTION (PAI)

#### What am I covered for?

Under this protection product 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:

- a lump sum payment of up to a **maximum of €50,000 per head**
  - 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 per head (which includes hospitalization, 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.be](http://www.europcar.be)

#### 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 a maximum of 5 working days of the collision or incident.

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

**3.3 SUPER PERSONAL ACCIDENT PROTECTION (SPAI)****What am I covered for?**

Under this protection product 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 per head
  - 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 per head (which includes hospitalization, 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 per vehicle as a result of a collision or theft. Personal effects include valuables worth €500 or more (for example, jewelry 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

**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 a maximum of 5 working days of the collision or incident.