



Rental Terms & Conditions

Valid from May 2015





Europcar Tips:

1. We kindly recommend you to carefully check your rented vehicle. before living and when returning: further damages not indicated on your rental agreement could be charged to you as reported in the subscribed terms and conditions.
2. In case of fines, we suggest you to proceed with direct payment before your rental closure. The payment receipt and the fine statement should be return to the Check In Station. Any unpaid fine related to your rental, will be then charged to you with a surcharge penalty.
3. In case of break down or accident resulting in the impossibility to drive the vehicle, please contact **Europcar Assistance** at the 24hrs numbers: **800.828050 (from Italy)**, **+39 02.66.165.941 (from abroad for car rentals)** or **+39 02.66.165.942 (from abroad for truck/van rentals)**.
4. Theft: total/partial/key loss. Please proceed within 24 hrs from the event with reporting it to the Police Dpt. The Police statement should be sent to Europcar (i.e. Fax) to the renting Station as soon as possible. The original has to be kept In order to be given to an Europcar Office. Customer failure in this procedure will result in the unapplicability of the insurance coverage.
5. Europcar vehicles can only be driven within certain European countries as indicated on our web site www.europcar.it
6. If you need to have the final invoice in someone else name but the driver, please provide all billing details while completing the check out procedure.

TABLE OF CONTENT

• Preamble	2
• 1 - To whom do the rental terms and conditions apply?	2
• 2 - Who can rent and who can drive?	2
• 3 - Where can I drive the vehicle?	3
• 4 - What type of vehicle can be rented and for what purpose?	4
• 5 - What is the rental agreement and which informations provides?	4
• 6 - What are my obligations toward the vehicle	5
• 7 - What are the mobility services included if I rent a vehicle only?	6
• 8 - What are the other mobility services not included in my rental?	7
• 9 - Am I provided with wither equipments?	7
• 10 - What is included in the price I pay?	7
• 11 - What are the other fees / charges that I may have to pay?	8
• 12 - What should I pay attention to when picking up and returning the vehicle?	8
• 13 - Damages to the vehicle	9
• 14 - What is expected of me regarding the vehicle maintenance?	9
• 15 - What should I do in case of accident or mechanical breakdown?	10
• 16 - When shall I receive my invoice and pay for the rental?	10
• 17 - Whaf if I want to extend my rental agreement?	11
• 18 - In which cases Europcar can require me to return the vehicle during the rental?	11
• 19 - What is the fuel policy?	11
• 20 - Must I pay a deposit before picking up the vehicle?	11
• 21 - Can I pay my rental with a foreign credit card?	12
• 22 - Are the vehicle equipped with the event data recorder?	12
• 23 - How my personal data are treated? (privacy statement pursuant to article 13 of legislative decree no. 169/2003)	12
• 24 - What happens in case of dispute related to my rental?	14
• 25 - Is there a code of conduct applicable to the car rental industry?	15
• Appendix 1 - Assistance Terms & Conditions	15
• Appendix 2 - Insurance and Europcar Options and "Protection Packages"	16

Preamble

Thank You for renting with Europcar!

Europcar Italia S.p.A. ("hereinafter "Europcar") is a sole owner company, subject to the direction and coordination of Europcar International SASU, registered with the Bolzano register of Commercial Companies under the number 00836310151, having its registered offices in Bolzano, Corso Italia no. 32 (Postal Code 39100) and a secondary operative office in Rome, via Cesare Giulio Viola no. 48, belonging to the known international group Europcar.

In accordance with the present Rental Terms and Conditions ('T&Cs') and to the Rental Agreement (RA), 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 therein within the field "Driver", and to the eventual different person who pay for the rental which is jointly liable with the Driver of all the liabilities arising from the rental, as identified within the Rental Agreement in the field "Billing Details") 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.

1 - To whom do the rental terms and conditions apply?

This T&Cs will apply to You (and therefore the person who undersign the Rental Agreement and dfined therein in the field "Driver", and to the eventual different person who pay for the rental which is jointly liable with the Driver of all the liabilities arising from the rental, as identified within the Rental Agreement in the field "Billing Details") as well as any (other) driver who is expressly indicated in the Rental Agreement and therefore being authorised 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 held responsible for any consequences that may arise as a result included the possibility to responding before Europcar for the damages caused by you and/or an unauthorized person. In such circumstances neither You nor the unauthorized driver will be covered by any insurance or Option and from Protection Packages Europcar eventually undersigned.

2 - Who can rent and who can drive?

Who can rent?

Any physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the Vehicle throughout the Hire Period;
- who has the means that will be accepted by the local Europcar company of the country in which the rental starts to pay for the hire of the Vehicle, any eventual prorogation and any associated costs;

In particular in Italy are means of payment accepted by Europcar:

Payment method accepted by Country	IT	
Cash	Cash up to 999,99 € no cheques	It is anyway require a credit card for the deposit
Credit cards A (1)	Visa	Issued exclusively by banks - no Postepay - No Revolving
Credit Cards B (2)	Mastercard	Issued exclusively by banks - no Postepay - No Revolving
Credit cards	American Express	No Revolving
Credit cards	Diners	No Revolving
Credit cards	Airplus	
Credit cards	JCB	No Revolving
Debit cards	VISA ELECTRON	Only after a booking prepaid on line and if the card is issue by banks
Debit cards	Visa Delta	
Vouchers Europcar	x	FULL CREDIT

- who provides valid identification documents accepted by the local Europcar company of the country in which the rental starts.

In Italy are accepted documents those as indicated in the table below:

Documenti richiesti	IT
ID	√*
Passport	√**
Driving license	√
Utility Bill	***

[√] Mandatory – [•] Optional

* Mandatory for Italian and UE Citizens renting in Italy;

** Mandatory for foreign non UE Citizens renting in Italy;

*** If it is provided and agreed the set up of the Deposit by means of cash, it will be required the last payment of an utility registered by the Driver.

All the documents must be valid at the date of the rental and readable. Documents written in non Latin letters shall be accompanied by a sworn translation.

Who can drive? (the “Driver”)

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

- is expressly mentioned and fully identified on the Rental Agreement (and this may also be the renter);
- provides a valid driver license and a valid identification document (national ID card or passport);
- holds a valid driver license for a period which varies according to the category of vehicle and the applicable law in the country of rental, and/or the driver's age, in particular, in Italy the minimum age required by Europcar are:

Category of vehicle by Country	IT
Mini	25*
Economy	25*
Compact	25*
Economy Elite	25*
Prestige	30

* The rental and the licence to drive a vehicle, for the persons having an age between 18 and 25 years old, can be limited to certain kinds of vehicle and/or subject to an additional costs calculated on the basis of the Clients' age (so called Young Driver cost)

3 - Where can I drive the vehicle?

You may drive a Vehicle in the following Countries.

Austria, Belgium, Finland, France (Corsica included and excluded the French DOM TOM territories), Germany, Ireland, Italy, Norway, Netherlands, Portugal, Spain (apart from islands and the Ceuta and Melilla enclaves), Sweden, Switzerland and the UK (“the Territory”).

Europcar reserves its right, following a specific request, to authorise the drive of the Vehicle, subject to limitations, in the following different Countries: Croatia, Check Republic, Slovenia, Hungary.

Commercial vehicles (Trucks), can be conducted in Austria, Belgium, France, Switzerland, Luxembourg, the Netherlands: Cross Border Fee has to be purchased and subscribed in these cases (please refer to Europcar Tariff Guide). Europcar reserves upon specific further request, to authorize driving of commercial vehicles, subject to limitations, into the following additional countries: Croatia, Slovenia. Europcar written authorization has to be granted.

Please be aware that, if You drive the Vehicle abroad, You must know and comply with traffic road regulations in the country where You drive the Vehicle.

4 - What type of vehicle can be rented and for what purpose?

You can rent either a passenger car 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 resulting on the vehicle registration certificate)
- the vans may be used for the carriage of goods up to the weight limit resulting from the vehicle registration certificate.

5 - What is the rental agreement and which informations provides?

What is the Rental Agreement?

The Rental Agreement is the contractual document which summarise the particular terms and conditions applicable to your Rental, included the characteristics of the rented Vehicle, the state of use of the Vehicle at the moment of the rental, the period and places in which the rental starts and ends, the services and the accessories included and the applicable economic conditions.

The Rental Agreement shall be signed by you, also with such graphometric manners, in order to rent a vehicle with our company. By signing the Rental Agreement You expressly accept the application of this T&C to your rental.

Which information provides?

The Rental Agreement, in the version on A4 papers, shows the following information:

- a) Personal data: personal data of the Driver and of the person who pay for the rent also for the purposes of billing;
- b) Rate Details: details of the rates applicable to your rental such as: the items included in your rates; kilometres included; accessories or services which were included in your rental according to your requests (e.g. Sat. Nav, Paper Invoice (INV), WIFI receiver (WFI), etc.);
- c) Possible extra/charges: a detail of some charges eventually applicable during your rental or at the end of your rental such as: i) the applicable cost to the exceeding kilometres, ii) the fuel cost applied for the refuelling of the Vehicle if it is returned not with the full tank, iii) the amount of the applicable charges (e.g. for the lack of refuelling, for the omitted return of the accessories at the end of the rental), iv) the amount of the Excess applicable to Your rental according to the Options for limiting your liability that you have purchased and, in particular, the abbreviation "Excess(CDW)" means the amount of the Damage Excess and the abbreviation "Excess(THW)" means the amount of the Theft Excess. If the Options for the limitation of your liability are purchased by you within a "Protection Package" (Medium or Premium) it will be only showed the abbreviation "Excess(Medium)" or "Excess(Premium)" and the maximum amount of your liability in case of damages and theft (equal to zero in case you have purchased the Premium Protection Package). For any other information on the limitations and exclusion of liability applicable to the rental Europcar please refer to Annex 2 – Insurance, Options and Protection Packages Europcar.
- d) Station Data Veh: identifies date and place in which your rental begins and ends, the rental stations and the station to return the vehicle, the model, plate number and other information concerning the rented vehicle;
- e) Rental Price Estimate: includes the estimated rates, the amounts eventually prepaid and the means of payment used;
- f) consent on Personal Data Treatment: requiring your consent for your personal data treatment which shall/may be granted and signed by you;
- g) Paper invoicing: it shown your choice concerning the optional service of requiring the address of hard copy of the invoice.
- h) additional information: it can highlight some information/additional condition such as for example the amount of the charges applicable to you in case of breach of the rules governing the circulations (see article 11);
- i) declaration of having received and having accepted this T&C, to approve such T&C, that shall be signed by you pursuant to articles 1341 and 1342 of the Italian Civil Code as applicable;
- j) Check Out/Vehicle Out Details: which provides the information concerning the state of use of the vehicle (including the level of fuel) at the moment of its rental and related subscription box that shall be undersigned in sign of full confirmation and acceptance;
- k) Check in/Check in details: which provides indications concerning the state of use of the Vehicle at the moment in which it is returned to the station and, in particular: i) graphic representation of the sections of the vehicle for the annotation, that shall be carried out by Europcar persons of the new damages on the Vehicle and your attestation in sign of acceptance; ii) a statement released by you concerning eventual accidents occurred during the rental; iii) box for the check of the level of the fuel, date and hour and kilometres carried out by the vehicle at the moment in which the vehicle is returned, that shall be filled by the Europcar station and undersigned by you in signs of acceptance.

The Rental Agreement printed in the IATA version (the standard paper layout used for the boarding card) shows the following information:

- a) Pick up station/Check in station: describes data and hour of beginning and end of the rental, the pick up rental station and the check in rental station, the motel plate number and other information concerning the rented Vehicle;
- b) in the space below the field a) are noted the information concerning the Driver and of the person who pay for the rent also for the purposes of billing;
- c) Charge: are noted 1) the details of the rates applicable to your rental such as: the items included in your rates; kilometres included; accessories or services which were included in your rental according to your requests (Sat Nav, Paper Invoicing (INV),

WIFI receiver (WFI), etc.); 2) a detail of some charges eventually applicable during your rental or at the end of your rental such as: i) the applicable cost to the exceeding kilometres, ii) the fuel cost applied for the refuelling of the Vehicle if it is returned not with the full tank, iii) the amount of the applicable charges (e.g. for the lack of refuelling, for the omitted return of the accessories at the end of the rental) iv) the amount of the Excess applicable to Your rental according to the Options for limiting your liability that you have purchased and, in particular, the abbreviation "Excess(CDW)" means the amount of the Damage Excess and the abbreviation "Excess(THW)" means the amount of the Theft Excess. If the Options for the limitation of your liability are purchased by you within a "Protection Package" (medium or premium) it will be only showed the abbreviation "Excess(Medium)" or "Excess(Premium)" and the maximum amount of your liability in case of damages and theft (equal to zero in case you have purchased the Premium Protection Package). For any other information on the limitations and exclusion of liability applicable to the rental Europcar please refer to Annex 2 – Insurance, Options and Protection Packages Europcar.

d) Means of payment/Total Amount: includes the estimated costs of the rental, the indication of costs eventually prepaid and of the means of payment used;

e) Damages at the pickup: describing the conditions of the Vehicle at the moment of the pick up;

f) Signature: contain the reproduction of the digitalisation of your signature apposed on the terminal before the acceptance: i) of the conditions of the Vehicle; of the consent for the treatment of your personal data; of the acceptance (also pursuant to articles 1341 and 1342 of the Italian Civil Code as applicable) of this T&C and of the specific terms and conditions as provided in your Rental Agreement;

on the back-side of the Rental Agreement in this IATA layout are indicated:

g) Check in/Check in details: which provides indications concerning the state of use of the Vehicle at the moment in which it is returned to the station and, in particular:

i) graphic representation of the sections of the vehicle for the annotation, that shall be carried out by Europcar persons of the new damages on the Vehicle and your attestation in sign of acceptance;

ii) a statement released by you concerning eventual accidents occurred during the rental;

iii) box for the check of the level of the fuel, date and hour and kilometres carried out by the vehicle at the moment in which the vehicle is returned, that shall be filled by the Europcar station and undersigned by you in signs of acceptance.

6 - What are my obligations toward the vehicle

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

- You must provide exact information concerning your name, your age, your domicile address and the possess of the requirements provided by the law and this T&C as to be authorised to drive.
- You must return to the rental station as provided within the Rental Agreement: the Vehicle and its keys, accessories and documentation as specified on the Rental Agreement, within the expiry date and hours showed in the Rental Agreement (Europcar allows a 29 minutes tolerance period) having respected the kilometres agreed and in the condition that Europcar provided it to You at the start of the Hire Period. If You don't return the Vehicle as stipulated here above, then Europcar will charge You:
 - (i) with an extra renting day and for any day that You kept the Vehicle beyond the expiry date safe that Europcar may acknowledge the expiry of the agreed date and hours, or, in any case declare the termination of the rental, pursuant to e by effect of article 1456 Italian Civil Code, due to your serious breach and, in both cases, reacquire the possess of the Vehicle in any manner, also against your will and you will be held liable for the compensation of any expenses occurred by Europcar, and for all the disbursement occurred and that will occur arising from the non restitution of the Vehicle;
 - (ii) for any repair costs up to the value of the damage excess (deductible) that You agreed at the start of the Hire Period, as described in your Rental Agreement.
- You and/or any Driver must never drive the Vehicle outside the Territory. If You and/or any Driver are driving the Vehicle outside of the Territory then You and/or the Driver must obtain Europcar's prior written consent. Moreover, You should ascertain that the Vehicle has the correct equipment to comply with the local driving regulations of the country You and/or the Driver will be driving in or through.
- You and/or the Driver must 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.
- You must ensure that any luggage or goods transported in the Vehicle are secured to the extent will not cause damage to the Vehicle or cause risk to any passengers.
- You and/or any Driver must guard the Vehicle with the best care, and in any case make sure that is locked and protected by its anti-theft devices when it is parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair either Yours and/or any Driver's driving ability.

- You and/or any Driver You must refill the vehicle with the appropriate type of fuel. If unsuitable fuel should be added, You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the damage caused to it calculated according to the rules described in the section below (Damage to the Vehicle).
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
 - for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and/or any of its accessories,
 - for carrying passengers for hire or reward,
 - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate,
 - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions, as well as the transport of merchandise with a weight, quantity and/or volume in excess of what is authorised in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet,
 - for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not,
 - for transporting live animals (with the exception of pets and/or domestic animals, providing that ...),
 - to give driving lessons, accompanied driving ("conduite accompagnée")
 - to push or tow another vehicle or trailer,
 - 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, etc., which are not authorised and paved roads,
 - to commit an intentional offence.
- 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.

You will be liable to Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the above mentioned obligations imply the expiration of any limitation/exclusion of liability right possibly subscribed by You, with full liability for the damage. Likewise Europcar reserves the right to declare terminated the rental, pursuant to and by the effect of article 1456 of the Italian Civil Code, and to demand immediate return of the Vehicle, without prior notice, or to reacquire the possess of the Vehicle in any manner, also against your will. Moreover, failure to comply with the abovementioned conditions, entails that the contracted optional limitations/exclusions of liability provided under the Options and Protection Packages eventually purchased shall be deprived of their effects.

7 - What are the mobility services included if I rent a vehicle only?

The basic rental charge includes the following mobility services:

Mobility services / country of rental	IT
Medical assistance	x
Technical assistance to the Vehicle	√
Right to return the Vehicle in the same town	√
Cleaning of the Vehicle	√
Automobile Third party liability	√
Option Damage Basic*	√
Option Theft Basic*	√
Limited Mileage	/
Unlimited mileage	/

[x]Not Included – [√]Included – [/] Depending on the applicable rate/product

*This is not an insurance product, for any further detail please refer to Annex 2 - Insurance, Options and Protection Packages Europcar

8 - What are the other mobility services not included in my rental?

Depending on Your country of rental Europcar proposes You several additional services as follows, which can be purchased at your own request following a cost:

List of products / services by Country	IT
Baby seat	√
Add driver	√
One way	√
Refuelling	√
Add rental days	√
Additional Options and Protections Packages*	√

List of products / services by Country	IT
Pick up and return out of hours	√**
SAT NAV	√
Personal Accident Insurance ***	√
WiFi	√
Toll Management Service	x
Reflective jacket****	√

[x] Not Available – [√] Available

* This is not an insurance product, for any further detail please refer to Annex 2- Insurance, Options and Protection Packages Europcar

** On specific request. Not available in any Europcar Station

*** This is an insurance product, for any further detail please refer to Annex 2- Insurance, Options and Protection Packages Europcar

**** Reflective jacket: please be aware of the risks toward which you are exposed, for your personal health, and also of the fines provided under the Italian Code of Circulation in case of breach of the duty to wear the reflective jacket. All rental rates to "consumers", through its rental channels (i.e., website www.europcar.it, call center Europcar; including those cases of rental without reservation) include the rental of the jacket, which will already be on board the Vehicle. The other customers, if they are not provided with their own reflective jacket, can require the rental of such reflective jacket at a cost of Euro 2,50 plus VAT for each rental. All the clients will be charged of a fee in case of failure to return the jacket at the end of the rental as reported on the Tariff Guide Europcar time to time applicable available in Terms and Conditions Section on our website www.europcar.it and at our rental stations.

9 - Am I provided with winter equipments?

The customer is made aware by Europcar of the personal, and safety risks involved, also with respect to the imposition of penalties in case of infringement of the obligation to drive the vehicle with the necessary winter equipments, in particular, in the period between 15 November and 15 April of each year.

Snow chains: except for rentals made at stations situated in Piedmont, Valle d'Aosta, Lombardy, Veneto, Trentino Alto Adige, Friuli Venezia Giulia and Emilia Romagna and in the province of L'Aquila in the period between 15 November and 15 April of each year, the Europcar vehicles are equipped with snow chains only at the customer's request and against payment of a charge on top of the rental amount. The customer may request the rental thereof both at the time of rental, subject to availability, or at the time of the pick up of the rental vehicle.

Vehicles equipped with winter tires: Europcar equips some of its vehicles available in the winter period at certain rental stations with winter tires. The rental of said vehicles may be booked only in certain periods of the year through the website www.europcar.it.

Failure to comply with the rules on the use of the winter equipments shall determine the inapplicability of any liability limitations/ waivers for damages included within the Options of limitations of responsibility and in the Protection Packages eventually subscribed.

10 - What is included in the price I pay?

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

The price You will pay comprises the following costs:

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

You expressly allow Europcar to charge Your means of payment for any unpaid amount related to Your rental. In case of prepaid rental, you expressly allow that for the fees for the additional options, those which are not included within the prepaid rental costs, can be required an immediate payment and billed directly at the Rental station managed by Europcar Affiliate, which eventually has granted those services.

11 - What are the other fees/charges that I may have to pay?

- **The Deposit.** The cost of deposit was explained in the confirmation email that was sent to You following Your booking of the Vehicle (if a rental reservation is made using our website tel?). To ensure there is no confusion Europcar confirm that in addition to the price of the rental at the time of check-out Europcar asks that You leave Europcar with some security for our asset. This security is in the form of a financial deposit. The deposit amount will be determined by various criteria (such as mean of payment, the category of vehicle You are renting from Europcar and what kind of driving license You and any additional drivers may have). Other characteristics of Your booking may also have an effect on the deposit amount. Should You need any additional information regarding the deposit, please refer to the paragraph below Must i pay a deposit before picking up the Vehicle? or contact directly the Europcar rental station where you will pick-up the Vehicle.
- Europcar may also charge You for various events 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 Europcar available in Terms and Conditions Section on our website **www.europcar.it** and at our rental stations. Such charges and fees include without limitation:
 - Administration fees for handling fines or tolls. In case of breach of the duty provided under article 6 above, to respect all the laws and regulation governing the circulation of the vehicles, as proved by service/communication to Europcar of the report for an administrative sanction from the competent Authorities (such as Police, Entities governing the expressway; port authorities, Carabinieri etcetera) the Client shall pay in favour of Europcar an administration fee, payable in addition to the fine or toll to which it relates, the amount of which is provided in your Rental Agreement and/or of the Tariff Guide Europcar from time to time applicable, and You are fully liable to pay such fines or tolls
 - Cleaning fees for a Vehicle returned in an unacceptable (more than the contractual use) and/or dirty state
 - Charges for lost or stolen keys or stolen remote control
 - Charges concerning the the administrative costs for the management of the damages cases, theft cases, also in case of partial theft or fire events, and the amount of the damages suffered by Europcar for which you can be considered liable under the law (please see Annex 2 – Insurance, Options and Protection Packages Europcar)
 - All the fuel used during the Hire Period
 - Additional mileage over and above the mileage that is included in the rental charge (if any)
 - Any additional fees and charges that are linked to other events which take place during Your rental (for example, the cost to return the Vehicle to a Europcar branch other than the one from which You picked it up)

12 - What should I pay attention to when picking up and returning the vehicle?

a) Pick Up

When You pick up the Vehicle from Europcar You will be asked to sign among the others a section on the Rental Agreement that describes the Vehicle's condition at that particular time or accept the same on the electronic device for the execution of the rental electronically (so called Europcar Paperless) for the issuance of the Rental Agreement in the IATA layout.

If You notice any apparent defect or damage that is not described on the Rental Agreement then You should notice and inform of such damage to the Europcar persons within the rental stations as to insert the damage on the informatics system of Europcar and the release of a New Rental Agreement. 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, pursuant to article 1588 c.c., 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.

b) Return

You should return the Vehicle to the Europcar branch on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar branch for the cost mentioned on the Tariff document.

The Hire Period will end when You return the Vehicle to the Europcar branch and hand the Vehicle keys to a Europcar agent.

When You do return the Vehicle to Europcar You should take the opportunity to inspect the Vehicle together with the Europcar agent and countersign a post rental damage report.

Europcar shall give You a signed document where Europcar declares that the Vehicle was returned and accepted by Europcar.

If You opt for the "out of hours" service, You accept the Vehicle condition report drawn by the Europcar agent at the time of the

examination of the vehicle. Therefore, any damage caused or the lack of the Vehicle that shall be noted by our persons shall be deemed as occurred during your rental.

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent, Europcar is authorised to inspect the Vehicle itself. Therefore any damage or lack that may be found by our person will be deemed as occurred during the rental.

If there is any difference between the condition Vehicle as described at the time of pick up and when it is returned then You may have to pay for it according to the rules described in the section below (Damage to the Vehicle).

Moreover, at the time of the return of the Vehicle, You accept to be bound to release on the specific field of the Rental Agreement, or on the specific form available at the Europcar rental stations, a statement concerning any eventual accident occurred during the rental, or, that any accident occurred during the rental, and you can eventually enclose all the documents necessary in order to prove your reasons, being agreed that, in case of false declarations, or omitted declarations followed by a claim by a third party, Europcar reserve its right to charge you with a contractual fine of the amount as indicated in the Tariff Guide Europcar from time to time applicable.

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 24 hour elapses without there being any news regarding the delay in its return, Europcar will be entitled to acknowledge the expiry of the rental agreement or, in any case, declare the same terminated pursuant to and by effect of article 1456 c.c. and regard the Vehicle as having been unlawfully appropriated and shall report this to the competent local authorities.

In such case Europcar will be entitled to claim to You all the damages and losses suffered by Europcar and all the fines, tolls, penalties or sanctions that falls on the Vehicle as a result of demands issued to it by public administrations, for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or criminal offence. Finally, Europcar is not responsible for the deterioration, for damages and/or theft or the objects left inside the Vehicle when returned to Europcar.

Notwithstanding the above, Europcar, undertakes to inform You in case of found objects in the returned Vehicle, keeping them at Your disposal for the subsequent 30 days after the rental expiry. Expired this period, any objects will be considered as abandoned.

13 - Damages to the vehicle

You will be held fully responsible for all the damages found at the moment in which the Vehicle is returned which were not reported as pre-existent on the Rental Agreement pursuant to article 1588 of the Italian Civil Code, while you are expected to demonstrate that the damaging event was not a consequence of Your behaviour or omission and that you have kept the Vehicle in custody with the best diligence, taking into consideration the circumstances.

In this sense it is understood that the potential signing of any waiver/exemption will not provide for any reversal of the burden of proof.

You accept at the date of the subscription of this T&C that all the charges that will result due, directly and indirectly, connected to the rental of the Vehicle and even after the billing of the rental fees, will be made on the credit card used as a guarantee for the payment of the pecuniary obligations arising from this T&C and from the rental agreement.

Europcar inform You that according to the kind of damages occurred to the Vehicle and of the kind of Option of limitation of responsibility or Protection Package you may have undersigned with Europcar, Europcar can charge you with the whole or part of such damages.

For further information on the damages, their quantification and the Options and Protection Packages please refer to Annex 2 - Insurance, Options and Protection Packages Europcar.

14 - What is expected of me regarding the vehicle maintenance?

Europcar accept to undertake, according to article 1575 of the Italian Civil Code, to regularly perform the maintenance of the Vehicle, to provide you with the Vehicle in good maintenance conditions and to grant you an undisturbed possession of the Vehicle during your rental.

During Your rental and according to the mileage run You will be responsible for the regular maintenance resulting from the normal use of the Vehicle, and therefore you are required to perform customary inspections such as oil and water level and tyre pressure. You must take any protective actions necessary to keep the Vehicle in good working order and to entrust of such maintenance exclusively the operators belonging to Europcar's network, which can be consulted through Europcar's Assistance service.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions. In the event of noncompliance with the foregoing, You shall be liable for the cost of repairs that may be so occasioned to the Vehicle, and especially, those of motor seizure caused by travel or use of the Vehicle without sufficient lubricant or pump pressure due to its malfunction or of an impact with an object in the road or with any element forming part of the road layout, when the correct functioning of the indicator lights for the oil pressure pump and motor temperature can be demonstrated.

The Vehicle is provided to You with tyres in a condition and number meeting the traffic-legislation requirements.

If the odometer has not run for a reason other than technical malfunction, You will be charged for an additional mileage charge calculated on the basis of 500 kilometres per each rental day.

Any modification to or mechanical interventions on the Vehicle are forbidden without our prior written authorisation by Europcar. Should this rule be breached, You must bear the duly justified costs, and pay a sum due in order to restore the Vehicle to its original condition.

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

It is in any case excluded Europcar liability toward You, the Driver and the members of their respective family, for damages of any kind, including the economic losses incurred by the same for damage to the persons/goods, arising from (directly or indirectly) a defect of functions of the vehicle where

15 - What should I do in case of 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, included in the price of Your rental. The terms of this assistance are set out in Appendix 1 of the present T&Cs.

In case of accident, You shall immediately report it to Europcar and the local police authorities within 24 hours and file with Europcar the accident form duly filled and undersigned.

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

The assistance service number is as follows: 800828050.

16 - When shall I receive my invoice and pay for the rental?

You will receive a final invoice once all elements of Your rental have been calculated. You will pay or be charged the full amount in one or in several lots depending on the situation. In case of rental of more than one month, You will receive a periodical invoice with the amounts due for the relevant period according to this T&C and to the particular terms and conditions provided in the Rental Agreement.

- If You book a Vehicle online using our website www.europcar.it:
 - You may decide to prepay for what You have booked, for example, the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. After issuance of the prepaid booking request if the latter will be accepted, Your means of payment will be debited by the agreed amount and you will receive the related invoice. At the end of the rental, such invoice will be null and another final one will be issued, including any other cost eventually increased of any other cost due during the rental (e.g. for the fuel, accessories, etc.). However, the prepayment will be mentioned on the final invoice and what paid deducted from the total amount (still) to be paid.
 - If You decide not to prepay, the amount of the deposit jointly with the rental fees and any cost for the accessories, any other service, Driver and Option of limitation of responsibility that you will decide to acquire or the Protection Package will be charged at the Europcar rental Station at the moment of the pick up of the Vehicle and before the moment in which you will leave such Europcar's station with 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). 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, once Europcar becomes aware of them following the expiry of the Hire Period .
- In case of prepaid rental booked through tour operators, brokers, websites different from www.europcar.it, the invoice could be issued directly by such tour operator, broker, or by the Company belonging to the Europcar Group owner of the website.
- The final invoice with all charges will be sent to You electronically. If You refuse to receive your final invoice electronically, You can elect to receive paper invoice for an additional fee (please refer to the Tariff Guide Europcar).
- If the due date of payment shown on the invoice has expired and **if You are not a Consumer** (as defined by the applicable laws), You will be liable for late payment penalties of a rate equal to the principal interest rate applied by the European Central Bank's for refinancing operation increased by 5 percentage points, and any other cost related to the debt collection.
- You explicitly agree that failure to make a single payment when due, or delinquency of payment shall entail:
 - immediate maturity of all outstanding bills, and the cancellation by rights of the Rental Agreement,
 - that Europcar have the right to demand immediate return of Vehicle.

17 - What if I want to extend my rental agreement?

Save different specific written agreements (e.g. commercial agreements B2B), in case You want to extend the Hire Period shown on Your Rental Agreement You should take the following steps:

- Require by means of phone to the Europcar station of check out the authorization.
- Go to the nearest Europcar Station for the re-issuance of the Rental Agreement showing the different terms and conditions of the rental;
- Pay for the rental and any additional cost

If You don't comply with the above mentioned conditions and keep the Vehicle, Europcar will charge You an additional cost equal to the cost of a day of rental for any day that You kept the Vehicle beyond the expiry date, at the applicable rate. Europcar will also have the right to take any legal actions to demand immediate return of the Vehicle, without prior notice, being the contracted optional insurance coverage and complementary services deprived of their effects.

18 - In which cases Europcar can require me to return the vehicle during the rental?

Europcar reserve its faculty, during the rental, to require the reimbursement of the Vehicle as to provide its substitution (e.g. in case the ordinary maintenance of the Vehicle shall occur, or where the Vehicle has reached a seniority/mileage in light of which it cannot be considered compliant with the standards of the Europcar's fleet). In this event Europcar will contact you as to agree the modalities of the restitution and substitution of the Vehicle.

Moreover, also in addition to other hypothesis of early termination provided under this T&P, Europcar reserve its right to early terminate the rental, and to require the restitution of the Vehicle, pursuant to and by effect of article 1456 of the Italian Civil Code, following a simple communication by email, registered letter with acknowledgment of receipt, fax or telegram: i) in case of lack of payment, at the date in which are mature, of any of the amount due by You pursuant to the rental, ii) in case of your refuse or lack of acknowledgment of a request of restitution of the Vehicle for its substitution, iii) in case of breach of a singular obligation and duty provided under article 6 above; iv) lost, for any reason, of a valid method of payment for the rental (e.g. expiry of the credit card, insufficient plafond, etc.) and v) where You have undersigned an agreement with Europcar or a form to access to Europcar credit, also in those cases provided within such relevant agreement.

19 - What is the fuel policy?

You must be aware that rules applicable to fuelling and refuelling depend on the country of rental and the type of rental product You have elected. Please check carefully the rules applicable for every rental You make.

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

1) Full to full

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

2) Refuelling Penalty

- 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 the cost of the missing fuel plus a refuelling penalty the amount of which is provided in the Tarif Guide Europcar applicable at the moment of the return of the Vehicle.

3) Full Tank Option

Where You want to agree in advance with Europcar the car return with a minor quantity of fuel in comparison with the one provided under the Rental Agreement, in order to avoid the charge of the Penalty for the omission of refuelling, You may subscribe at the beginning of the rental an additional option called Full Tank Option (hereinafter FTO). In this event:

- At pick up You pay for the price of the service, which includes the cost – calculated on a forfeit basis – of the fuel. The cost of this will depend on the Vehicle's category.
- You may return the Vehicle with whatever level of fuel is left in it. Whilst Europcar will not charge You for refuelling the Vehicle Europcar will not reimburse You for any unused fuel.

20 - Must I pay a deposit before picking up the vehicle?

When You pick up the Vehicle, You should physically bring a Credit Card issued in your name (or in the name of the person paying where different, that shall therefore attend when You pick up the Vehicle) and grant a credit card authorization for a deposit.

In case of prepaid bookings it can be used to set up the deposit exclusively the credit card utilised during the booking. Europcar will book on the plafond of the Credit Card an amount as to guarantee the fulfilment of the obligations arising from the rental. The amount of the deposit can vary in light of the characteristics of the rental and of the rented vehicle, for further information on the amount of the deposit please contact our Customer Service.

The deposit is intended to cover additional rental costs and/or losses incurred by Europcar as a result of Damage to or Theft of the Vehicle (as defined below) which will be for what is possible deducted from the Deposit.

The deposit will be refunded if no Damage and / or Theft have been caused to the Vehicle, but the time that it will be necessary to unblock the amounts booked as deposit depends exclusively by the issuer of the credit card.

In any case the set up of the Deposit, with the modalities mentioned above, can be intended as a limitation of your responsibility.

21 - Can I pay my rental with a foreign credit card?

If You are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than the Euro) You can benefit from the currency conversion facility into the card's base currency when paying for Your rental. The Europcar agent offering this facility to You will enter Your reply into the system and the Rental Agreement will specify the option chosen. In that case, Europcar will take care of the currency conversion, using an exchange rate based on the Reuters index, with 3,25 % exchange fees. If You wish to change Your mind, You can do so by making the appropriate declaration when returning the Vehicle to the Europcar counter and will be 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 the Your bank.

22 - Are the vehicle equipped with the event data recorder?

In order to preserve and protect the Vehicle and to identify crimes, Europcar could utilise electronic instruments as to monitor the conditions, performances and operations of the Vehicle and/or track its movements, named Event Data Recorder. Those information may be used both during the rental and following the expiry of the Hiring Period.

For any further information please refer to the complete notice for the treatment of your personal data available on the website www.europcar.it.

23 - How many personal data are treated? (privacy statement pursuant to article 13 of legislative decree no. 169/2003)

The companies Europcar Italia S.p.A, Europcar International SASU and Europcar Information Services (hereinafter, together, the "Companies") provide disclosure as per Article 13 of Italian Legislative Decree No. 196 dated 30 June 2003 (Data Protection Code) with regard to the purposes and formalities of the personal data processing. This summary disclosure in any event includes the fundamental elements requested by the Data Protection Code, but we invite the data subject to examine the integral Disclosure published on the website <http://www.europcar.it/EBE/module/render/Termini-e-Condizioni>. Your data will be processed manually and/or using computerised or on-line means for the following purposes.

A. Primary purposes of the personal data processing.

The processing which we intend to carry out pursues the ends of establishing and executing the obligations deriving from the rental and/or resale agreements relating to second-hand vehicles (remarketing) and/or from the provision of the main services or those which are accessory or associated with the type of contract requested; fulfilment of legal, accounting, tax, administrative and contractual obligations connected to the relationships existing, or to be established, or the provision of the services requested; for the forwarding of promotional and/or commercial communications in a general sense, subject to the specific consent of the data subject.

A.1. Communication and divulgation of the personal data for the pursuit of the primary purposes of the processing.

The Company may communicate the personal data externally to all the parties whose intervention in the processing is necessary on the basis of the services requested by the data subject. Furthermore, for the pursuit of the primary purposes, the data may be communicated to any other external third party when the communication is mandatory by virtue of the law or for the correct fulfilment by the Companies of contractual, pre-contractual and post-contractual services. The categories of parties who could receive the personal data in communications are indicated as follows: law enforcement agencies, armed forces and other public administration authorities; associated and/or subsidiary companies of the Companies, as well as parent companies; consultants and/or partners of the Companies; insurance companies responsible for the settlement of claims; enterprises, entities, consortiums and associations which carry out credit protection activities; enterprises and parties contractually associated with the Companies which carry out claims handling activities.

Your personal data will not be subject to divulgation, unless in the cases envisaged by law.

A.2. Mandatory or optional nature of the consent for the pursuit of the primary purposes of the personal data processing.

In all the cases illustrated above in Sections A and A.1 (for the hypotheses of communication to third parties) - and on the basis

of the applicable regulations of the Data Protection Code - the Companies are not obliged to acquire the specific consent to process from the data subject. If the data subject does not intend in any event to confer the personal data required and necessary on the basis of the matters stated above, it will consequently be impossible to establish contractual relations as per the services offered by the Companies.

B. Secondary purposes of the personal data processing for promotional, advertising and marketing ends.

The personal data collated may also be processed, both in hard copy and using automated/IT means, for commercial promotion, advertising communication, consumer buying habit canvassing, market research, survey (including telephone, on-line or via forms), statistical processing (in identification form) and marketing purposes in a general sense (including prize competitions, games and other similar prize initiatives not falling under the discipline as per Italian Pres. Decree No. 430/2001) for products and/or services referable to the Companies (hereinafter, jointly, "Processing for Marketing Purposes").

In order to go ahead with the Processing for Marketing Purposes, it is mandatory to acquire specific, separate, express, documented, prior, informed, free and entirely optional consent. In any event, even if the data subject has given their consent, they will in any event remain free at any time to revoke the same, sending a clear communication in this sense without any formality to the Companies at the following address: info.privacy.it@europcar.com. In the event of refusal of marketing consent, there will be no interference with and/or consequence on the transactional, contractual or other types of relationships whose personal data processing falls within the primary processing purposes as per Section A.

B.1. Communication and divulgation of the personal data for the pursuit of the secondary purposes of the processing.

With regard to the same purposes as per Section B above, the Companies disclose that the data could also be communicated to commercial third party partners. The consent to Processing for Marketing Purposes by the Companies who are the data controllers - if provided by the data subject - does not cover the different and additional marketing processing represented by communication to third parties of data for the same purposes. In order to proceed with this communication externally (currently not carried out by the Companies, but possible in the future) it is mandatory to acquire further, separate, additional, documented, express and entirely optional informed consent from the data subject. In the event of refusal of marketing consent, there will be no interference with and/or consequence on the transactional, contractual or other types of relationships whose personal data processing falls within the primary processing purposes as per Section A.

B.2. Mandatory or optional nature of the consent for the pursuit of the secondary purposes of the personal data processing.

We specifically draw your attention to the fact that the conferral of the personal data to the Companies and the provision of both consent to the Processing for Marketing Purposes and distinct consent to communication to third parties for the Processing for Marketing Purposes (if carried out in the future) for the ends and as per the formalities illustrated above are absolutely optional (and in any event revocable without formality also subsequent to the concession sending an e-mail to info.privacy.it@europcar.com) and failure to grant such consent will not lead to consequences other than the impossibility for the Companies and any third party to proceed with the processing for marketing purposes mentioned.

C. Processing of the personal data of the data subjects for the commercial profiling of the same.

It is possible that for marketing purposes, the Companies proceed with the processing of so-called "profiling" data ("Profile Processing"). In order to proceed with Profile Processing it is mandatory to acquire specific, separate (also from the marketing consent as per sections B and B.1. above), express, documented, prior and entirely optional consent. The Companies could proceed with the following Profile Processing, as in the case of: - number and type of rentals carried out in a pre-established period of time; - frequency of use of the services; - other indices aimed at identifying the purchasing preferences and habits. We specifically draw your attention to the fact that the conferral of the personal data to the Companies and the provision of both consent to the Profile Processing and distinct consent to communication to third parties for Profile Processing (if carried out in the future) are absolutely optional (and in any event revocable without formality also subsequent to the concession sending an e-mail to info.privacy.it@europcar.com) and failure to grant such consent will not lead to consequences other than the impossibility for the Companies and any third party to proceed with the processing mentioned. In the event of refusal of consent to Profile Processing, there will be no interference with and/or consequence on the transactional, contractual or other types of relationships whose personal data processing falls within the primary processing purposes as per Section A.

D. Type of personal data processed.

It being understood that "personal data" is considered to be "any information relating to an individual, identified or identifiable, also indirectly, by means of reference to any other information, including therein a personal identification number" and that "sensitive information" is understood to be "the personal data suitable for revealing racial and ethnic origin, religious, philosophic and any other kind of convictions, political opinions, membership of parties, trade unions, associations or organisations of a religious, philosophical, political or trade union nature, as well as the personal data suitable for revealing one's state of health and sex life", the Companies disclose the following.

Within the sphere of the commercial relationships established with the Companies, processing of your data could take place within the category of "sensitive" information as per Articles 4.1, letter d) and 26 of the Data Protection Code. In any event, beyond the hypotheses of departure as per Article 26.4 of the Code, this data can be processed only with the written or equivalent con-

sent ("equivalent consent" is also the manifestation of on-line will by means of procedures such as clicking on web page buttons like "Accept", "Send", etc. or ticking boxes or similar alongside the terms "Accept", etc.) of the data subject and in observance of the General Authorisations of the Data Protection Authority.

E. Data controllers and supervisors.

With a view to protection and facilitation of the relationship with the users of Europcar Italia S.p.A., the latter can be taken as the point of reference with regard to requests and the handling of personal data. The identifying details of the Companies in the capacity of Data Controllers are as follows:

Europcar Italia S.p.A, sole shareholder company, subject to the management and co-ordination of Europcar International SASU.

Registered offices: Corso Italia 32, Bolzano, (39100), Italy

Administrative HQ: Via Cesare Giulio Viola 48, Rome, Italy

Enrolled in the Bolzano Companies' Register No. 00836310151, VAT No. 05035331007

Certified E-mail Address: europcaritalia@legalmail.it

E-mail address for exercise of the rights as per Article 7 of the Data Protection Code: info.privacy.it@europcar.com

F. Exercise of rights by the data subject.

At any given time, you will be able - without any formality - to exercise the rights as per Article 7 of the Data Protection Code (also using the specific form for the request made available by the Data Protection Authority at www.garanteprivacy.it), such as the right to access, gain awareness of the origin of the personal data, up-date, adjust, cancel, block or oppose the same.

24 - What happens in case of dispute related to my rental?

In case of rental related to bookings through mediators (Travel Agency, Tour Operators, Brokers, etc.), the responsibility of Europcar can be claimed by You exclusively in relations to the obligations arising from the Rental Agreement, being Europcar extraneous to any other different obligation undertaken by the mediators at the time of the booking/found of the rental, in relation to which any complaint or claim shall be proposed by the Client exclusively toward those mediators.

a. Applicable law

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

b. 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: customerserviceitaly@europcar.com, tel. number 199.307177 (+39 6 967091)

c. Notifications

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

d. Settlement of disputes

If the country of rental and Your country of domicile are different You can also choose to submit Your claim to the European Car Rental Conciliation Services.

e. Jurisdiction

Finally or alternatively from the instruments adopted by Europcar mentioned above, either You or Europcar can submit the case to the competent Court which that is either the one of Your residence or of your elected domicile, if you are a consumer (or you are a person to the client equiparated), or in Rome in all the other cases.

f. Contractual documents

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

The Rental Agreement and its conditions,

The confirmation email that You receive when booking a Vehicle (if You have rented the Vehicle through the website www.europcar.it);

These T&Cs and the relevant annex:

- Insurance and Europcar Options and Protection.

The Tariff guide

With reference to certain relationship with subjects different from the consumers, it can be applicable also specific agreements and/or commercial agreements "B2B", also amending the present T&C and its annexes, always in written.

25 - Is there a code of conduct applicable to the car rental industry?

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

Appendix 1 – Assistance Terms & Conditions

For the duration of the Hire Period as agreed with Europcar, You have the benefit at no extra cost* of a round the clock breakdown service linked to the use of the vehicle.

In case of:

- Breakdowns caused by the customer or as result of using the wrong fuel, breakage or loss of the rental vehicle's keys, as well as punctures and/or damage to tyres are excluded from the scope of the free service and will be subject to a flat charge;
- Lost or broken keys
- Running out of fuel
- Wrong fuel, but without mechanical or engine damage

You will be charged with the cost listed in the Tariff Guide Europcar from time to time applicable.

The Assistance service comprises:

- Sending out a breakdown vehicle,
- Arranging and paying for the costs of towing a vehicle which has not been involved in an accident or has broken down and cannot be repaired on the spot,
- Locating a replacement Europcar vehicle within a radius of 50 Km, if the vehicle can not be repaired on the spot (N.B: in case of replacement, the rental agreement will continue to run until last day of the rental as originally agreed),
- Transportation of the driver and of the transported person (up to the maximum number provided for the Vehicle by the official documents) to the rental station where the replacement vehicles is to be made available
- If no replacement vehicle can be identified, the payment of alternatively:
 - a hotel room with breakfast for one night, within a limit of € 120,00 per person; or
 - transportation by taxi or train to the domicile or destination in Italy or to the point of departure from Italy for non-residents

This benefit is provided up to € 600 per beneficiary.*

* In order to use the Assistance service You should contact the Green Number shown on the keychains of the Vehicle, and follow the instructions that will be provided by the operations centre, which can require you to anticipate the costs of certain operations that will be reimbursed to You, following the exhibition of the relevant documents justifying this expenses. The reimbursement request, together with the documents justifying this expenses, shall be delivered to the address that will be provided by the operations center or, alternatively, by our Customer Service.

For assistance on commercial vehicles it is remarked that management of the goods on board in terms of transport and/or storage is not included.

Exclusions in case of

- Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition;
- Vans rented in Italy which have been taken abroad.

All the costs for the assistance for the rented Vehicle will be borne by You.

Appendix 2 - Insurance and Europcar Options and “Protection Packages”

Who we are

We are Europcar Italia S.p.A. (“hereinafter “Europcar”), a sole owner company subject to the direction and coordination of Europcar International SASU, registered with the Bolzano register of Commercial Companies under the number 00836310151, having its registered offices in Bolzano, Corso Italia no. 32 (Postal Code 39100) and a secondary operative office in Rome, via Cesare Giulio Viola no. 48, belonging to the known international group Europcar.

We supply vehicle rental services under the brands of ‘Europcar’ and ‘InterRent’ and information and assistance in Italian language for your rental abroad with other Companies of the Europcar’s Group.

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 products that we include as part of our rental service because there is a legal obligation upon us to do so (Third Party Liability insurance);
- other optional insurance products and our Options of limitation of liability and “Protection Packages”(which are not insurance 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, Options of limitation of liability and “Protection Packages” are designed to limit or exclude 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, pursuant to and by the effect of the relevant applicable laws (and in particular in Italy under article 1588 of the Italian Civil Code) and by the Rental Agreement, for the financial consequences arising from:

Liability to a Third Party

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

Damage to or theft of the Vehicle

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

You should be aware that if you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own injuries (together with the possible associated consequences of it) or death will not. You can, however, be protected from such circumstances if you purchase any of our Personal Accident Insurance (i.e. PAI and SPAI) separately. Details of how this Personal Accident Insurance can benefit both you and your Passengers are available upon request.

Definitions

Your rental and/or reservation is subject to the applicable Reservation Term and Conditions and/or Rental Terms and Conditions to which this document is an Annex (being a part of) and to the conditions provided in the Rental Agreement. For the purposes of this document, we have given the following words or expressions a 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 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), the relevant insurance form should be used if available on the Vehicle.

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 an incident

Excess: is a specified sum of money that, in case of effectiveness of our options of limitation of liability or Protection Packages and provided you have complied with the Rental Terms and Conditions and have not committed a major breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the Vehicle 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 amounts that is governed by the conditions of the protection product you have purchased. The Excess amount applicable to your rental is shown on the rental agreement.

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. Such conditions can vary according to the Country in which your rental starts and are provided to you at the moment of the reservation together with the confirmation of your booking (in case of booked rental) or, in any case, at the moment of the rental.

Loss of Use: describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of it being damaged whilst it is on rent to you, 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.

Options (Damage/Theft): 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 Options are not insurance policies.

Protection Packages: in this document applies to cumulative packages that allow you to buy together the optional Medium and/ or Premium level of the Damage/Theft Options, and the insurance policy Personal Accident Insurance and/or Super Personal Accident Insurance as represented below.

Rental Agreement: is the document which summarises the terms of the services included in your rent, including the main characteristics of the rented Vehicle, the conditions of the Vehicle at the moment of its rental, the length and places of the beginning and the end of the rental. The Rental Agreement shall be signed by you, also throughout electronic means, before the rental of any Vehicle with us.

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. 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.

We or we/ Us or us / Ours or ours: means Europcar Italia S.p.A. or the foreign Company of the Europcar Group that will rent to You the Vehicle , in case of rentals starting outside of Italy.

You or you / Yours or yours: means the person who undersign the Rental Agreement in that document defined as the "Driver", and the eventual different person who pay for the rental and is jointly responsible together with the Driver of all the economic responsibility arising from the rental, as defined within the Rental Agreement in the field "Billing Details" and andy other Driver authorised to drive the Vehicle.

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 selected between the best Third Party Liability insurance offered within the market from the foremost insurers in the business and it is automatically included as part of our vehicle rental services.

You will, therefore, be insured upon the conditions and up to the level legally required by the country in which you are renting the Vehicle for the consequences that others may suffer as a direct result of your actions whilst you are driving the Vehicle.

An abstract of the conditions of the Third Party Liability Insurance policy applicable to the Vehicle, is available at the rental desk.

a. What am I insured 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:

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

b. What is excluded from the policy?

Third Party Liability insurance does not cover:

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

c. In case of accident caused by me, what is the amount of my financial exposure for Third Party Liability toward Third Parties?

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

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.

With reference to the rental of a commercial vehicle, in case of accident with Third Parties in which it is ascertained by the insurance company your responsibilities, our insurance policy provides for the application of an excess that shall be reimbursed by the client. In case of accidents, you will have to reimburse Europcar of the excess applied by the insurance company within the maximum amount as listed in the Tariff Guide Europcar from time to time applicable

d. How to notify us A Claim?

In circumstances involving Third Parties it is mandatory to notify the accident within 24 hours from the event. In this respect, it is important that you do your utmost to properly complete and sign an Accident Report form which gives all relevant details of the incident and of the Third Party and request the assistance of the nearest police authority. 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 has caused the damage to the Vehicle). The Accident Report form and the Police Report should be transmitted to us within the term duly provided by the applicable Rental Terms and Conditions.

In order to avoid possible mistakes or preclusion, at the end of each rental, our people will require you a statement concerning any accident eventually occurred during the rental period, or, which are not occurred during the rental. You can attach to such statement all the documents required to prove your reasons, being intended that, in case of false declarations, or, of failure to declare that an accident occurred followed by a claim by any third party/ies, Europcar preserve its right to charge you a contractual fee the amount of which is listed in the Tariff Guide Europcar from time to time applicable

2. Options & "Protections Packages"

Our Options limit or exclude your financial exposure for damage caused to the Vehicle whilst it is in your care. Our Damage and Theft Options are not insurance product but limitation/exclusion of your liability (under article 1229 c.c.) and are not provided by insurance companies.

2.1 Damage option

Our Damage Options limit or exclude your financial exposure for the damages caused to the Vehicle whilst it is rented by you. Our "Basic Damage" Option is included in the rental charge and, provided you comply with the applicable laws and the Rental Terms and Conditions then, you will not be liable for any damage costs that exceed the Damage Excess amount. If you wish, you can reduce within a third (or one fifth in case of commercial vehicles) of the Damage Excess amount or exclude it by enhancing the basic damage option (already included in your rental charge) by purchasing the relevant "Medium Damage" Option or "Premium Damage" Option (the Premium Option cannot be purchased for the rental of commercial vehicles).

The exact amount of your financial liability for which you will remain liable, for each Vehicle's categories is showed in Tariff Guide Europcar time to time applicable and available on line in Terms & Condition section on www.europcar.it and at our rental stations. The Damage Options 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.

a. What does this protect me against?

These Damage Options limits your liability to the Damage Excess amount (or within a third of the Damage Excess, in case of purchase of the "Medium Damage" Option or excluding your liability, in case of purchase of the "Premium Damage" Option) for

the following combined costs related to:

- damage to or repair of the Vehicle or its book value if it is not repairable and must be written off;
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off;

in circumstances where:

- you collide with a fixed or moving object;
- glass or lights or reflectors are damaged or broken or tyres are damaged or punctured during a collision with another vehicle or fixed object.

b. What is excluded from the option?

The administration costs we incur in handling any claim if it is applicable (see the Tariff Guide Europcar, available in Terms and Conditions Section on our website www.europcar.it or at your rental station, except in case you purchase the Premium Protection Package which cover also this cost).

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

The damages caused to the Vehicle's interior.

In addition, aside from the Damage Option purchased, you will be financially liable for the entire cost of the damage to the full extent allowed by the relevant applicable law (and in particular, in Italy, by art. 1588 c.c.), if the damage is caused:

by the wilful acts of the driver;

by an explosion or fire in or to the Vehicle because you are using it to the 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);

by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended.

by your negligence (which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances) or the negligence of your Passengers (for example incorrect evaluation of the height of the Vehicle);

if the keys are lost or stolen

c. What must I do to benefit from the Damage Option?

You must:

comply with Rental Terms and Conditions and all applicable law and local traffic regulation when you are driving the Vehicle, notify us within 24 working hours of any incident. You must also return to us a full and complete signed statement and/or a police statement (if this is appropriate in the circumstances) and/or any other document which records all of the facts 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). You may, of course, include any other document you believe will be useful in support of your claim.

d. What is the amount of my financial exposure?

If during your rental the Vehicle is damaged and you have not purchased the "Premium Damage" Option, you will have to pay for the total cost of the damage suffered by our company.

In order to contain the timing of the assessment of the damages (and the related Loss of Use, we will calculate the cost of damage from the Europcar damage estimation matrix that can be found in Terms and Conditions Section on our website www.europcar.it and/or at the rental desk.

The Europcar damage estimation matrix has been developed by a primary damage assessment and evaluation company, taking in consideration our discounted costs and fees applied in our favour by the manufacturers or our repairers.

If the damage is not listed in the matrix or in case of road accidents involving third parties then our company will engage an independent expert will evaluate the damage cost which will take in consideration our discounted costs and fees applied in our favour by the manufacturers or our repairers.

Under certain cases, and in particular for certain kind of light damages, the Vehicle could not be immediately repairable, in such cases we will not include the Loss of Use in the damages quantification (also where the damages were to be assessed by the table matrix).

If it will be possible to quantify the amount of the damages at the rental station, we will charge such amount on your credit card (or by the different means of payment that you wish to use for the rental) already at the moment of the check in of the Vehicle. Differently, it will be our care to communicate you the amount of the damages in a second moment, together, with the related documents concerning such amounts, and only then we will charge your credit card (or the different means of payment that you wish to use for the rental).

However, provided you have complied with the Rental Terms and Conditions and the applicable law and road traffic regulations and that you have not made an Abnormal Use of the Vehicle, then the maximum you will have to pay us is the relevant Damage Excess amount, as provided under the Rental Agreement.

For further information on how to individuate on your Rental Agreement the amount of the Damage Option applicable to your rental, please refer to Article 5 of the Rental Terms and Conditions.

e. Which damages are considered as normal Wear&Tear?

Are considered normal wear & tear of the Vehicle:

- Scratching of painted panel typically caused by small stone
- Dent on metal or plastic panels with a diameter of less than 20 mm without need of painting
- Scratch that penetrates the paint with a length less than 20 mm on painted panes or alloy rims

Further details on damages considered normal wear & tear and further example of the same are available at Europcar rental stations.

Damages having the abovementioned characteristics, were detected at the moment of the return of the Vehicle, will not be charged to you.

2.2 Theft Option

Our Theft Options limit or exclude 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 it is damaged by fire. Our "Basic Theft" Option is included in the rental charge and, provided you have complied with the applicable law and local traffic regulation and the Rental Terms and Conditions and that you have adopted your best diligence while keeping the Vehicle, you will not be liable for the costs greater than the relevant Theft Excess amount arising from the theft (or attempted theft) or fire.

If you wish, you can reduce to a third (or one fifth in case of commercial vehicles) of the Theft Excess amount or exclude it altogether by enhancing the "Basic Theft" Option (already included in your rental charge) by purchasing the relevant "Medium Theft" Option or "Premium Theft" Option.

The exact amount of your financial liability for which you will remain liable, for each Vehicle's categories is showed in Tariff Guide Europcar time to time applicable and available on line in Terms & Condition section on www.europcar.it and at our rental stations.

The Theft Options do not include the loss or theft or the damages of objects and personal effects (including baggage or any other goods) which were left or kept or transported on the top or inside the Vehicle by you and your passengers.

a. What am I protected against?

Our Theft Options limit (or exclude if you purchase the "Premium Protection Options) your liability to the Theft Excess amount for the following combined costs related to:

- the cost of damage (including recovery costs) to or repair of the Vehicle (if it is recovered) or the book value of the Vehicle if it is lost as a consequence of theft or fire events;
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off; and

in circumstances where:

- the Vehicle and /or any accessories (being any supplementary component that is installed in or on the Vehicle that improves its specification) are stolen following an occurrence of breaking and entering or it is partially damaged due to a fire event;
- there is an attempted theft of the Vehicle and of any accessories;

- the Vehicle suffers any act of vandalism whilst it is stationary and left unattended by you or while you are driving or using it.

b. What is excluded from the Theft Option?

The administration costs we incur in handling any claim if it is applicable (see the Tariff Guide Europcar available in Terms and Conditions Section on our website www.europcar.it, except in case you purchase the Premium Protection Package which cover also this costs.

The Theft Options do not operate if:

- the Vehicle is stolen, burned 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, 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 or in case of ignition of fire/use of incandescent object within the Vehicle;
- the Vehicle is stolen, burned or misappropriated by persons you put in possession of the vehicle;
- personal and / or work related goods or possessions and any goods being transported in or on the Vehicle are stolen or damaged.

c. What must I do to benefit from the Theft Options?

You must:

- purchase the option if you want to take advantage from the reduced Theft Excess or from the exclusion of liability provided by our "Medium" and "Premium" Theft Options;
- comply with 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, within 24 hours of the time you discovered the Vehicle is missing, with the police report or evidence that the theft has been notified to the police together with the key of the Vehicle including those of the anti theft system, if provided with the Vehicle.

These are the minimum requirements for all countries. Some countries may have other additional arrangements.

d. 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 are not eligible for these Theft Options then you will be liable for the full cost of the damage (if the Vehicle is recovered) or for the full book value of the Vehicle if it is not recovered to the full extent allowed by the relevant applicable law (in Italy by Art. 1588 c.c.).

With Theft Options, provided you have complied with the Rental Terms and Conditions, then the maximum you will have to pay us is the relevant Theft Excess amount concerning the product purchased, as resulting from the Rental Agreement.

For further information on how to individuate on your Rental Agreement the amount of the Theft Excess applicable to your rental, please refer to Article n.5 of the Rental Terms and Conditions.

Attention: the "Premium Theft" Option does not exclude your financial exposure for theft/attempted theft occurred in high theft risk locations such as in Italy the land of Campania and Puglia, and the city and province of Catania. In this case, where one of the Premium Theft Options has been purchased, your financial liability is however limited to the Medium Theft Option Excess.

2.3 Protection Packages

a. What the "Protection Packages" are?

According to the fares and offers available, the Medium and Premium level of the Damage Protection and of the Theft Protection could be available cumulative packages, which may include the insurance policy Personal Accident Insurance and Super Personal Accident Insurance as represented below:

- Medium Protection Package. Including: Medium Damage Option, Medium Theft Option, Personal Accident Insurance;
- Premium Protection Package, including: Premium Damage Option, Premium Theft Option, Super Personal Accident Insurance, charge exemption for the theft and the damage administrative fees. This Package cannot be purchased for the rental of commercial vehicles and for Drivers having less than 26 years old and in any case will not operate.

For further information on how to individuate on your Rental Agreement the Protection Packages and the Options applicable to your rental, please refer to Article n.5 of the Rental Terms and Conditions.

3. Other products

3.1 Personal accident & baggage insurance - Personal accident insurance - Personal accident insurance ("PAI")

The following details are for information only and do not replace or supersede the terms and conditions of the ACE policies (PAI # ITBBBB19054 / SPAI # ITBBBB19055) copies of which can be found in Terms and Conditions Section on our website www.eurocar.it.

Whilst we automatically include Third Party Liability insurance as part of our vehicle rental services (for details of this insurance please see the section [1] 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;
- any damage to or loss of your personal property or possessions.

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

The first insurance product called Personal Accident Insurance 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 Insurance, 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 in corporate baggage cover as well.

3.2 Personal accident insurance

a. What am I insured for?

Under this insurance 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
- in the event of your death (If the Insured's body is not found following the disappearance or destruction of the means of transport in which he/she was travelling, there shall be a presumption of death upon expiry of a period of one year from the date of the Accident) within 24 months of the collision or incident following a judicial judgment declaring the presumed death pursuant to article 62 of the Italian Civil Code; or if you ultimately remain partially or totally disabled from the consequences of the collision or incident; medical expenses of up to a maximum of €2,500 (which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.

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

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

b. The insurance Product Personal Accident Insurance do not covers:

- 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;
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred;
- any damage to or loss of your personal property or possessions;

- any damage caused to the Vehicle.

A more complete summary of the cover provided by this Personal Accident protection product can be found in the "Terms and Conditions" section at the website www.europcar.it

c. 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 Insurance 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.

d. 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 24 hours from the collision or incident.

A more complete summary of the cover provided by this Super Personal Accident Insurance product can be found in Terms and Conditions Section on our website www.europcar.it.

3.3 SUPER PERSONAL ACCIDENT INSURANCE

a. What am I insured for?

Under this insurance 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
- in the event of your death (If the Insured's body is not found following the disappearance or destruction of the means of transport in which he/she was travelling, there shall be a presumption of death upon expiry of a period of one year from the date of the Accident) within 24 months of the collision or incident following a judicial judgment declaring the presumed death pursuant to article 62 of the Italian Civil Code; or if you ultimately remain partially or totally disabled from the consequences of the collision or incident; medical expenses of up to a maximum of €10,000 (which includes hospitalisation, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics) necessitated by the collision or incident.
- Loss, damage, theft or destruction of your travel bags and suitcases and the personal effects contained in them up to a maximum of €5,000 as a result of a collision or theft. Personal effects include valuables worth €500 or more (for example, jewellery or furs) as well as computer equipment (laptops or tablets – subject to specific exclusions) cameras or personal hi-fi equipment.

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

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

b. What is (mainly) excluded from the cover?

This Super Personal Accident Insurance 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;

- 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

A more complete summary of the cover provided by this Personal Accident protection product can be found in the "Terms and Conditions" section at the website www.europcar.it

c. 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 Insurance 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.

d. How to notify us a Claim?

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 24 hours from the collision or incident.



moving your way
europcar.com



Europcar Italia S.p.A.

Sede legale:
Corso Italia, 32 - 39100
Bolzano Italia

Sede amministrativa:
Via Cesare Giulio Viola, 48 - 00148
Roma Italia

Capitale sociale € 4.160.000 (i.v.)
C.F./Isr. R.I. Bolzano n. 00836310151
Part. Iva n. 05035331007

Società a Socio Unico soggetta al
controllo e coordinamento della
Europcar International S.A.S.U.