TIME TO MOVE

Terms and Conditions of Rental

Valid from October 2026

keddy by Europcar

Europcar

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moving your way

EUROPCAR TIPS

1) We kindly recommend you to carefully check your rented vehicle before leaving 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 recommend you proceed with direct payment before your rental closure. The payment receipt and the fine statement should be return to the check-in Station. If you are unable to proceed with the payment and the fine is served to the vehicle owner, you will be charged with a penalty, the amount of which is indicated in the Europcar Tariff Guide. For more details, please see article 11 of the present document.

3) In case of break down or accident resulting in the impossibility to drive the vehicle, please contact Europcar Assistance at the 24 hrs numbers: 800.828050 (from Italy),
+39 02.58.240.593 (from abroad for car/truck rentals), only in this way will you be able to take advantage of the assistance service included in the rental cost.

4) In case of total/partial theft or keyloss, please proceed within 24 hrs from event by 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 and delivered to the next Europcar rental station. Customer failure in this procedure will result in the unapplica- bility 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 registered to someone other than the driver, please provide all billing details while completing the check out procedure.

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Preamble

Europcar Italia S.p.A. ("hereinafter "Europcar"), is a sole owner company, subject to the direction and coordination of Europcar Mobility Group S.A., 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 office in Rome, Piazzale dell'Industria 40 - 46, belonging to the known international group Europcar.

In accordance with the present Rental Terms and Conditions ('T&Cs') and to the Rental Agreement (RA), which shall apply to rentals with the Europcar and Keddy brands, Europcar and/or its participating franchisees 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.

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

- the Rental Agreement, and if applicable its specific conditions (the document signed by You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online)
- the present T&Cs including its appendixes, which apply to all aforementioned documents.
- the Europcar Reservation terms & Conditions;
- the Tariffs Guide;

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

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 defined therein in the field "Driver"), to the eventual different person who pays for 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 authorized to drive the Vehicle, all of which are jointly liable with the Driver of all the liabilities arising from the rental.

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 Options and from Protection Packages Europcar eventually undersigned (only the Third party Liability insurance, that is mandatory by law, will apply).

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		
Cash	maximum accepted amount 1999,99 €	However, a credit/debit card is required for the deposit.
Credit Card / Debit Card	Visa - Mastercard - JCB - Cup - Diners not issued in Italy - N26 - Revolut	Issued by banking circuits or financial institutions. It must contain the card owner's name and surname. No cards Postepay prepaid , No Prepaid cards, No Diners issued in Italy.
Credit Card / Debit Card	American Express	Issued by banking circuits or financial institutions. It must contain the card owner's name and surname.

Payment method accepted		
Credit cards	Airplus	Usable by companies that have signed an agreement between the card issuer and Europcar as supplier
Electron Cards	Visa - Mastercard	Upon prepaid online booking (No prepaid cards).
Vouchers Europcar	Eotto/Etv/Eto/ Exo/Aclv	Full Credit / Limited Credit

*Attention: To rent a vehicle the required credit cards are described in the Europcar Tariff Guide.

- 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:

DOCUMENTS REQUIRED FOR RENTING IN ITALY	IT
Valid Identity Card	Mandatory for Italian and UE Citizens renting in Italy
Passaport	Mandatory for foreign NON-UE Citizens renting in Italy
Local Driver License (issued in Italy or in a UE Country)	Mandatory for Italian and UE Citizens renting in Italy - only paper or laminated driving licenses are accepted - digital driving licenses are not accepted"
International Driver License (*)	Mandatory for NON-UE Citizens who rent in Italy in combination with their own valid national driver license
Fiscal Code	Mandatory for Citizens resident in Italy and renting in Italy
Utility Bill	If it is provide and agreed the set-up of the deposit by means of cash, it will be required the last payment of an italian utility bill registered by the driver.

"* Please note that clients from non-EU countries may drive the rented vehicle provided that, at the time of pickup, they show, in addition to their valid national driving license, either: i) the original of an international driving permit compliant to the models set forth in the Geneva or Vienna Conventions, or ii) the original of a sworn translation of their national driving license. It is the customer's responsibility, before picking up the vehicle, to make sure they are in possession of the aforementioned documentation. The listed documents must be produced at the counter in paper or laminated version, and that photographic reproductions or images on mobile phones are not accepted. International driving licenses issued by online sites (digital/PDF format) managed by private entities are not accepted."

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/Economy	25*
Compact	25**
Intermediate	25**
Full Size, Premium, Luxury	25
Top luxury	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)

** The rental and the licence to drive a vehicle, for the persons having an age between 21 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)

The following rules of the Traffic Code apply to new drivers:

• Those who obtained their driving license before December 14, 2024, are considered new drivers for one year from the date of issue and can drive vehicles with a power of up to 55 kW/t.

• Those who obtained their driving license on or after December 14, 2024, are considered new drivers for three years from the date of issue and can drive vehicles with a power/weight ratio of up to 75 kW/t and a maximum power not exceeding 105 kW.

3 - Where can I drive the vehicle?

You may drive a Vehicle in the following Countries:

Austria, Belgium, Denmark, 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"). In case of purchase of the optional product named "Cross Border Fee Rac" (as shown on the Rental Agreement) the Client is authorized to drive the vehicle, subject to limitations, also in Croatia, Slovenia, Hungary and Czech Republic. The cost of the Cross Border product is listed on the Tariff Guide (see "Cross Border"). Such optional product also allows the Client to benefit even in Croatia, Slovenia, Hungary and Czech Republic of the breakdown service, as specified in - Assistance Terms & Conditions the event that Europcar becomes aware that the vehicle has been driven in Croatia, Slovenia, Hungary, or the Czech Republic without Europcar's prior authorization, or in any other country where the transit of the vehicle is not permitted, the Client could be charged with a contractual penalty, equal to the amount listed in the Tariff Guide (see "Cross Border Penalty"). Commercial vehicles (Trucks), can be driven only in Italy. For this reason, if the Client drives such vehicles abroad, Europcar is entitled to charge him/her with a contractual penalty equal to the amount listed on the Tariff Guide (see "Cross Border Penalty"). Provided that the Client has Europcar's prior consent by purchasing the "Cross Border Fee Truck" optional product (the cost is listed on the Tariff Guide see "Cross Border"), he/she may drive the commercial vehicle into the following countries: Austria, Belgium, Denmark, Finland, France (Corsica included and excluded the French DOM TOM territories), Germany, Ireland, Norway, Netherlands, Portugal, Spain (apart from islands and the Ceuta and Melilla enclaves), Sweden, Switzerland, UK, Croatia, Slovenia, Hungary and Czech Republic.

Please be aware that, if You drive the Vehicle abroad, You must know and comply with local traffic regulations.

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. The vans made available by Europcar are not equipped with a tachograph. Consequently, such vehicles may not be used for international freight transport or cabotage operations and in cases where applicable law requires the installation and use of a tachograph. You and, where applicable, the Driver are therefore responsible for verifying, prior to using the vehicle, that the type of transport you intend to carry out does not fall within the categories for which the applicable legislation requires a tachograph to be installed. Europcar shall not be liable for any administrative or criminal penalties arising from the use of the vehicle in breach of the provisions set forth above.
- You are informed that Europcar does not cover the goods carried into the vehicles and cannot be held liable for eventual property and/or objects You may have forgotten into the Vehicle. Similarly, Europcar cannot be held liable for any loss of opportunity and intervening operating loss in the context of the execution of the rental.

5 - What is the rental agreement and what information does it provide?

What is the Rental Agreement?

The Rental Agreement is the contractual document which summarize 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 graphometry 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) Header: Information on the possible rental of a vehicle of the Europcar Franchisee Fleet and information on the Franchisee who is renting the Vehicle (see art. 26);

b) Personal data: personal data of the Driver and of the person who pay for the rent also for the purposes of billing;

c) Rate Details: name of the product referred to the rates applicable to your rental; currency details; the items included in your rates; kilometers included; accessories or services which were included in your rental according to your requests requests (e.g. Sat. Nav, Paper Invoice (INV), WIFI receiver (WFI), evidence of the possible purchase of a so-called “upgrade” of the vehicle category and the relative integration of the rental cost compared to what was foreseen during the booking phase, etc.;

d) Rental Price Estimate: includes the estimated rates, the amounts eventually prepaid and the means of payment used;

e) 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 kilometers, ii) the fuel cost applied for the refuelling of the Vehicle if it is not returned 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.

f) Station Data Veh: identifies date and place in which your rental begins and ends, the rental station and the station to return the vehicle, the model, registration number and other information concerning the rented vehicle;

g) Client Acceptance Box: declaration of having received the Europcar T&C and privacy disclaimer by signing the box, even with regard to articles 1341-1342 c.c.. Client optional consent for personal data treatment;

h) aper invoicing: it shown your choice concerning the optional service of requiring the address of hard copy of the invoice.

i) Cardholder acceptance box: declaration of having received the Europcar T&C by the cardholder, if any, even with regard to articles 1341-1342 c.c..;

l) Additional information: it can highlight some information/additional condition such as for example the amount of the tolls and fines penalty (see article 11);

m) 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;

n) Existing damage: which provides details concerning any damage existing at the pick up time and shall be signed by the client;

o) Return 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) level of the fuel, station details, date and hour and kilometers, that shall be filled by the Europcar station.

p) Damage description: a declaration to be signed by the client in order to confirm any car accident occurred during the rental period, even involving any other party.

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 registration 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) Charges: are noted 1) the details of the rates applicable to your rental such as: the items included in your rates; kilometers 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 kilometers, ii) the fuel cost applied for the refueling 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 refueling, 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 digitalization 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 kilometers 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 authorized 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 kilometers limit agreed and in the condition that Europcar provided it to You at the start of the Hire Period. If the client is interested to extend the above mentioned tolerance period, up to 120 minutes after the check-in time, he can purchase the optional product named “Late check-in” (that shall result from the rental agreement). The cost of the product is listed on the Tariff Guide (see Late Check in Fee).
  If You don’t return the Vehicle as stipulated here above, then Europcar will charge You:
  (i) with an extra daily penalty starting from 50 Euros depending on the vehicle, 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, andm for all the disbursement occurred and that will occur arising from the non restitution of the Vehicle;
  (ii) or 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 out-side 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, unless You demonstrate that the mistake is attributable to a identified third-party, You will be responsible for any expenses incurred by the transfer of the Vehicle and/or repair of the damage caused to it calculated according to the rules described in the section below (Damage to the Vehicle);
- You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
  - for rehire, mortgage, pawn, sell or in any way pledge not only the Vehicle or any part of the same but, the Rental Agreement, the keys, the documentations, the equipment, the tools and/or any of its accessories;
  - for carrying passengers for hire or reward;
  - to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate;
  - for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or those that infringe current legal provisions (provided that such exclusion does not prohibit You from satisfying the needs of everyday life which do not infringe the applicable laws and whose transportation would correspond to a normal use of the rented Vehicle);
  - for the transport of merchandise with a weight, quantity and/or volume in excess of what is authorized in the vehicle's Traffic Circulation Permit and/or Technical Inspection Sheet;
  - for international freight transport or cabotage operations in cases where applicable law requires the installation and use of a tachograph;
  - 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);
  - to give driving lessons, accompanied driving ("conduite accompagnée");
  - to push or tow another vehicle or trailer;
  - on gravel roads or roads which the surface, size or state of repair poses risks to the Vehicle, as beach, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads, except special dispensation given in writing by Europcar;
  - to commit an intentional offence;
  - for being transported on board any type of boat, ship, train (except for scheduled services Italian Islands), lorry or airplane unless express written authorization given by Europcar;
  - Inside the no-traffic lanes of the ports, airports, and/or aerodromes and/or analogous or similar of a character not accessible to public traffic, or in refinery and oil company premises or installations without Europcar express written authorization. If Europcar grants our consents to You in accordance with the above, Europcar will inform You of the third party insurance cover that may be applicable in this case and which will vary depending on the circumstances.
- During the rental, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. In particular, you and/or the Driver are required, to perform customary inspections as to the Vehicle condition such as oil and water level, tire degradation and pressure.
- In the event of renting electric vehicles, you and any driver are aware that using the vehicle with the battery charged below 10% could compromise the battery life and lead to its damage, and, for this reason, you undertake to maintain a charge level not lower than this threshold for the entire duration of the rental.
- In the event of renting Electric/Plug-in Hybrid vehicles, you undertake to recharge the Vehicle only and exclusively by means of the provided charging cables found inside the Vehicle, connecting them to electrical systems compliant with standards, except in fast charging stations where connection to a dedicated connector via the cable located at the charging column is provided.

You can be held liable towards Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the above mentioned obligations may limit your right to have your responsibility for the damage limited and/or excluded (as applicable).
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.

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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	/

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

*This is not an insurance product, for any further detail please refer to Appendix 2 - Insurance, Options and Protection Packages Europcar.
**In case of any damage or breakdown of the Vehicle caused by the Client could be applied the costs listed in the Tariff Guide. For any further detail please refer to Annex 1 – Assistance Terms & Conditions

8 - What are the other mobility services <u>not included</u> 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	√
Special Cleaning Service "INTCLEAN"	√
Add driver	√
One way	√
Full Tank Option	√
Add rental days	√
Additional Options and Protections Packages*	√
Pick up and return out of hours	√**
Upgrade of the category of the booked vehicle	√*****

List of products / services by Country	IT
SAT NAV	√
Personal Accident Insurance	√***
Toll Management Service	√**
Reflective jacket****	√
Roadside assistance	√
Emergency Management Service Abroad	√
Cross Border	√

[×]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, non sold as a standalone product but only within the Medium or Premium Protection Packages, 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", trough 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. 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 available in the "Terms and Conditions" section of the www.europcar.it website and in all our rentals stations
***** The upgrade product is subject to availability and is only applicable to rentals with reservation (for further details see art. 8.3)

8.1 – Specific terms of use of the "Telepass" ancillary product

If the Customer requests the optional "Telepass" service, the following terms and conditions will apply.

The TELEPASS system is hired in return for payment of the consideration indicated in the Rental Agreement under the heading " ELECTRONIC TOLL PAYMENT" and as indicated below.

Europcar hereby consigns to the Client an TELEPASS system comprising:
- N.1 Telepass system
- N.1 “User Guide”

By signing the Rental Agreement, the Client declares having verified in the presence of Europcar, that the Telepass system is appropriate for the prescribed use as indicated in the appropriate “User Guide” and is in perfect working order, accepting that failure to verify the operational status of the Telepass system shall be construed as a waiver of the right to make any subsequent complaints concerning any malfunctions or damage to the system.
The Client declares having read and accepted that Telepass system will not operate outside Italy. Therefore, no refund and/or indemnity and/or compensation shall be due from Europcar to the Client in the event of partial or non-enjoyment Telepass system in areas outside Italy.
The Client undertakes to exercise maximum diligence in use and custody of the Telepass system, according to the procedures indicated in the “User Guide”; pursuant to Article 1588 of the Italian Civil Code, the Client shall be liable for any damage caused to the Telepass system through loss or deterioration of the hired goods.
In the event of breach of the obligations of custody and/or return of the Telepass system, or a part thereof, the Client shall pay the contractual penalties provided for by the relevant Europcar Tariff Guide.
In the event of loss and/or theft of the Telepass system or a part thereof (without prejudice to applicability of the aforementioned penalties if the preconditions are satisfied, the Client undertakes to notify the judicial authorities accordingly by sending a copy to the check-out station and subsequently forwarding the original to the car hire office anticipating its return.
In the event of breach of the obligation, defined here above, to notify the judicial authorities, without prejudice to applicability of the aforementioned penalty, the Client shall pay Europcar an extra penalty provided for by the relevant Europcar Tariff Guide.
In case of theft and / or loss of the Telepass, the client remains responsible for each transaction made up at 00:00 the next day of the date of receipt of the complaint by Europcar.
In the event of problems during use or malfunctioning of the device, the Client must immediately notify the drop-off car hire office. t is understood that should the Telepass system or a part thereof fail and a replacement is appropriate, the Client must contact the Europcar office from which the system was hired.
On expiry of the hire period, the Client must return the Telepass system exclusively to the same Europcar office from which it was hired, complete with all its accessories and this Contract, directly to the hire counter; Europcar staff will issue a copy of this Contract to the Client, countersigned for receipt in the space for the Europcar representative’s signature.
If the Telepass system is returned to a Europcar office other from that from which it was hired, the Client shall pay Europcar the contractual penalties provided for by the relevant Europcar Tariff Guide.
The Customer acknowledges and agrees that the billing of tolls paid through Telepass will occur at the return of the rented vehicle and Telepass system, unless further adjustments provided by Telepass according to the deadlines imposed by Telepass.
By signing the contract, where the optional Telepass service has been requested, the Customer therefore gives his consent to the processing of his personal data, within the limits and in accordance with what is best indicated in the Privacy Policy, authorizing Europcar to transmit them as well to Telepass or to other Authorities, where necessary.

8.2 – Specific terms of use of the ancillary product “Baby Seat”

If requested by the Client and upon the payment of the specific amount as pointed out in the rental agreement, Europcar rents and delivers to the Client a child seat together with an anti-abandonment device, for the duration specified in the Rental Agreement.
The Client, by signing the Rental Agreement, declares that the child seat and the anti-abandonment device (jointly referred as the “Equipment”) have been checked and that are suitable. In particular, the Client declares that the Equipment are in good condition, that the fixing and retention system do not show any sign of breakage or wear and tear and that they are both compliant with the Italian current legislation.
The Customer is solely responsible of the set-up of the Equipment on the rented vehicle. On this point, by signing the Rental Agreement, the Client declares to exempt and hold harmless Europcar from any kind of liability for any type of damage that may arise to itself, to third parties or to the minor transported on the child seat, due to the wrong use and/or the wrong set-up of the Equipment.
In the event of loss / theft / damage of the Equipment, Europcar is entitled to charge the Client with the amount stated in the o charging the Customer the costs as stated in the current Tariff Guide.

8.3 – Specific terms of use of the “Upgrade” product.

Where available at the time of collection of the vehicle, the customer can request the so-called product. “upgrade”, which upon payment of an additional fee, compared to that estimated (or paid in the case of pre-paid bookings) at the booking stage, allows the Customer to rent a vehicle of a higher category than that of the customer indicated at the time of booking.
In particular, the product is subject not only to the mere physical availability of the higher category vehicle at the rental office, but also to its availability for the upgrade product (i.e. vehicle not already assigned to another booking). The availability of vehicles for the upgrade service will be reported by the Europcar staff responsible for delivering the vehicles. The cost - additional to the rental cost

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quoted (or paid) at the time of booking - will be quantified by the Europcar staff responsible for delivering the vehicle, through the application of an additional fee, which will result in an overall cost discounted compared to the rental cost applicable for the rental of the higher category vehicle - for the same rental period - to so-called customers walk-in (rental without reservation).
About that, Europcar staff will quantify the cost of the "upgrade" including the same additional services (e.g. winter equipment, protection packages, etc.) included in the original booking. If the Customer chooses to purchase the upgrade product by renouncing one of the ancillary services provided during the booking phase, this will only be possible upon the Customer issuing a specific written declaration to this effect.
In case of purchase of the "upgrade" product, the rental cost as quantified at the time of booking will be indicated in the "Charges" field under the "basic rental" item, as well as under the "upgrade" item, the integration of the rental cost due in consideration of the purchase of the upgrade product. Furthermore, in the case of rentals that provide optional protections, the cost of such protections will also be indicated as quantified at the time of booking in addition, under the "Protection upg" item, equal to any additional cost of protection due to changes in the rented vehicle (and without prejudice to the above with respect to the fact, such higher amounts will be quantified by Europcar staff to the Customer already during the estimate phase of the cost of the product).

8.4 – Specific terms of use for the "Special Cleaning INTCLEAN Service" product.
At the time of booking, where available, or upon request when picking up the Vehicle, the Customer, against payment of a specific additional flat-rate fee, may purchase the "INTCLEAN" service. This service allows the Customer to return the Vehicle in a poorly cleaned internal condition for which simple vacuuming and wiping with a cloth would be insufficient—including, but not limited to, the presence of caked mud, stains, and food/beverage encrustations or other substances on the upholstery and interior parts of the Vehicle, foul odors, small pieces of trash, pet hair, etc.—without incurring charges for extraordinary cleaning and the associated vehicle downtime.
The service in question is a flat-rate extraordinary cleaning service designed for those who spend a lot of time in the Vehicle or travel with children or pets and do not have time to ensure proper internal cleaning before returning it, following a use of the vehicle in compliance with the contractual provisions. Therefore, it is not to be construed as protection against willful acts or gross negligence resulting in the heavy soiling of the vehicle interior, permanent paint or ink stains, and, in any case, it does not in any way constitute insurance and/or a limitation of liability and/or a waiver of the Customer's liability for damage to the vehicle's interior..

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 equipment, 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 upon 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 equipment 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 Affi- liate, which eventually has granted those services.

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

The Deposit. In addition to the rental price (that You have prepaid during the booking or that You will pay at the pick-up time or at the check-in) Europcar is requiring You to leave a deposit. The deposit takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station. 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 attached to the confirmation email (if a rental reservation is made online) or available in Terms and Conditions Section on our website www. europcar.it and at our rental stations. Such charges and fees include without limitation:

- In the event that you incur a traffic violation or other administrative sanction (including non-payment of tolls) related to the use of the vehicle during your rental and you were unwilling or unable to proceed directly to pay it and, as a result, the administrative penalty is served or otherwise communicated to the owner of the leased vehicle, providing evidence of your breach of the obligation - set forth in clause 6 - to drive the rented vehicle in compliance with all the applicable traffic regulations, you will be charged with tolls and fines penalty. In this case Europcar will: (i) collect, to the extent possible, information relating to the administrative sanction imposed to you; (ii) send you to the email address you provided at the time of booking, or at the time of rental, a special information notice containing the information collected and the timeframe required by the administration for payment; iii) request, if possible, that the administrative sanction be is re-notified directly to your attention, so as to allow you, alternatively, to pay in a reduced amount, or, to appeal the same within the terms provided by law (where the conditions are met); iv) make available to you a support service, reachable through the dedicated email address: comunicazionemulteepedaggi@europcar.com, through which you can obtain further assistance with reference to administrative sanctions.
- The tolls and fines penalty, does not include the amount of the sanction and any increase thereof applied by the competent Authorities. In the event it has not been possible to obtain discharge and/or re-notification to your attention, or, subsequent to the same, in the event of failure to make timely the payment, we will arrange for the payment of the sanction and the subsequent charging to you of the amount so incurred. The amount of the tolls and fines penalty is indicated in the Europcar Tariff Guide pro tempore in force, which can be reached at www.europcar.it. Please note that for rentals made by companies, corporations and/or in any case customers other than individuals (so-called B2B rentals), the exact amount of the fee for the management and assistance service for administrative sanctions may be indicated in the possible contractual documentation specifically signed with the client;
- In all cases in which for the administrative sanction imposed on you and notified to the owner of the Vehicle, cancellation or discharge is obtained at your care, the tolls and fines penalty will not be due from you and, if already charged, it will be refunded to you;
- Reimbursement of the costs of extraordinary cleaning if the Vehicle is returned in a condition that exceeds normal wear and use in terms of cleanliness or otherwise requires non-routine cleaning, together with any associated vehicle downtime
- 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;
- Charge concerning the penalty (if applicable) for the management of the damages cases, theft cases, also in case of par- tial 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;
- Location Charge: a component of the rental rate applied by Europcar to differentiate rental prices for specific locations. This charge is automatically calculated by our systems from the beginning of the booking process and is always included in the price displayed at the time of booking. A breakdown of the charge will also be shown in the Rental Agreement and on the invoice.
- Additional mileage over and above the mileage that is included in the rental charge (if any);

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- The following additional specific fees and charges (i) extra charges linked to the rental made in specific locations; (ii) the cost to return the Vehicle to a different Europcar station from the one in which You picked it up; (iii) charges arising from the extension of Your rental;
- In all cases in which the Rental Period exceeds 30 days and You, or any other Driver, have the continuous and exclusive availability of the vehicle for a period longer than 30 days, You will be required to perform, at your own duty and expenses (if any), in the manner and within the time required by the applicable laws, the formalities requested for the update of the National Vehicles Register as provided in articles 94, paragraph 4 bis, of the Italian Traffic Code and art. 247 bis of Presidential Decree No. 495/1992, providing promptly to Europcar, when requested by that latter, with copy of the documents

proving the fulfillment of the above mentioned obligations.

In case You fail to perform the above mentioned obligations You shall indemnify and hold harmless Europcar against any prejudicial consequence occasioned thereby.

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 Eu-ropcar and obtain 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 could be noted by You and the Europcar agent when the Vehicle is inspected by both parties at the time of its return.

b) Return

i) Return of the Vehicle during opening hours of Europcar's station

You should return the Vehicle to the Europcar station, at the latest, on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another Europcar station for the cost mentioned on the Tariff Guide document attached to your confirmation e-mail (if you made the reservation through distance means). This document is also available at the rental stations and/or on www.europcar.it website.

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

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

When You do return the Vehicle to Europcar You must take the opportunity to inspect the Vehicle together with the Europcar agent or its representative and countersign the "check in" section of the Rental Agreement.

Europcar shall give You a signed document where Europcar declares that the Vehicle was regularly returned to Europcar (for example filling in and signing the check-in section on your copy of the Rental Agreement).

ii) "Out-of-hours" return Service

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

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

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

In particular, You have to declare any incident and/or Damage that affects the conditions of the Vehicle on the "CAI form" that is on board on the Vehicle.

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

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

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

drop off of the keys. Please be aware that such photographs shall clearly show the date and the time in order to be evaluated by Europcar. Once the inspection is made and in the absence of damage, Europcar will send You document where it will be declared that the Vehicle has been regularly returned.

iii) Return of the Vehicle without your presence and during opening hours of Europcar's station.

If you are unable and/or refuse to inspect the Vehicle together with the Europcar agent or its representative, Europcar is authorized to inspect the Vehicle itself without your presence and to register your refusal of a contradictory inventory.
The same procedure as the one described above will be applied (See 12)-b) ii)).

iv) Late return of the Vehicle

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 24 hour elapses without there being any news regarding the delay in its return, Europcar 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.
Europcar will also be entitled to start legal proceedings in order to claim the immediate return of the Vehicle. In such case, protections and additional contractual services would have no effect.
In such case the circulation of the vehicle shall be considered as against the will of Europcar and the latter will be entitled to charge You an additional day for each rental day at the rental tariff in effect plus a penalty of 50 euros (Vat Exempt) per extra day (unless You can demonstrate that You have no longer the disposal of the Vehicle through no fault of your own or that the non restitution of the Vehicle resulted through no fault of Your own) and 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, also with reference to non-compliance with the provisions laid down in articles 94, paragraph 4 bis of the highway code and 247 bis of Presidential Decree no. 495/1992.

v) Use of applications and multimedia features accessible in the Vehicle

When You rent a Vehicle, Europcar may collect and process personal data concerning You and the designated Driver(s) (see section 23 below).
Depending on the Vehicle rented, the manufacturer may offer multimedia applications and/or functions accessible from the Vehicle's dashboard (e.g. diary, video and audio streaming applications, entertainment, messaging, etc.) and may also allow you to download your own applications and/or content.
When You choose to use these applications or functions, You are free to determine what information You wish to share via these applications. You are also solely responsible for resetting them before returning the Vehicle. In this respect, You are notably required to:
- disconnect Your accounts from the multimedia applications and features offered in the Vehicle;
- end Your sessions on these applications and features offered in the Vehicle;
- delete and purge all personal data concerning You from these applications and functionalities, including the dashboard, before returning the Vehicle.

Europcar accepts no responsibility if You fail to do this and cannot be held responsible for any subsequent use of Your accounts and/or access to Your data by third parties via these applications or features during a subsequent rental of the Vehicle.
For more information on the conditions under which multimedia applications and functionalities can be reset and Your data deleted, please consult the Vehicle manual available from the dashboard or the manufacturer's website. Europcar strongly advises You not to use these applications and/or functionalities if You are unable to delete all the information concerning You.

Common rules

In any of the above mentioned cases, 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 no 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 any case, Europcar cannot be held liable for eventual property and/or objects You may have forgotten in the Vehicle. 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 where such damage are 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 behavior or omission and that you have kept the Vehicle in custody with the best diligence, taking into consideration the circumstances.
It is understood that the potential signing of any waiver/exemption will not provide for any reversal of the burden of proof.

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In this cases You may pay the amount as defined below.

i) Damages identified upon return of the Vehicle and in your presence

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

In order to limit 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 favor by the vehicles' manufacturers or by our repairers.

Under certain cases, and in particular for certain kind of light damages, (damage called "lieve" and "medio" as specified in the Damage Estimation Matrix), the Vehicle will not be immediately repaired, in such cases we will not include the Loss of Use in the damages quantification (also where the damages are assessed using the Damage Estimation Matrix).

If it will be possible to quantify the amount of the damages at the rental station according to the above mentioned procedure such amount and the applicable damage administrative handling penalty will be invoiced to you and charged on your credit card (or by the different means of payment that you wish to use for the rental) at the moment of the check in of the Vehicle.

If You challenge Damages and their invoicing by refusing to sign the statement of return of the Vehicle, Europcar will apply the procedure described below (see article 13)-ii.

ii) Damages identified in case of an out-of-hours return and/or without your presence.

The following procedure will apply:

- If the damage is not listed in the matrix;
- in case of road accidents involving third parties;
- in case of Damages identified and evaluated in your presence Using the Damage Estimation Matrix and challenged by you;
- if Damages are identified during the inspection of the Vehicle by a Europcar Agent or its representative or by the car repairer without your presence (for ex. in case of an out-of-hours return, in case of hidden damages, etc.)

In the above mentioned cases, our Company will engage an independent expert that will evaluate the damage cost, which will take in consideration our discounted costs and fees applied in our favor by the vehicle manufacturers or our repairers. It will be our care to communicate you the amount of the damages in a second moment, together, with the following documents concerning such amounts:

- statement of return of the Vehicle describing all Damages identified;
- pictures of Damages;
- an estimate (quote) of the costs of repair that will vary depending of the nature of the Damage including the relevant loss of use;
- the amount of the applicable damage administrative handling penalty.

You will be able to challenge Damages identified and their invoicing within 14 days after the sending (by e-mail or regular letter) of these documents by acting pursuant to dispositions of article 24.

If You fail challenging or justifying within the above mentioned period of 14 days, Europcar reserves the right to invoice you for the Damages and the applicable damage administrative handling penalty to charge them on your credit card (or by the different means of payment that you wish to use for the rental).

In the case of rentals in favor of subjects other than consumers, together with the aforementioned communication, Europcar will send the relative debit invoice. Any disputes may be usefully explained by these customers within the peremptory term of 14 days from the sending of the communication, under penalty of expiration (by e-mail or letter), according to the methods indicated in the following art 24.

iii) Normal Wear & Tear

Are considered normal wear & tear of the Vehicle:

- Scratching of painted panel typically caused by small stone
- Dent on mental or plastic panels with a diameter of less than 20 mm without need of painting
- Scratch that penetrates the paint with a length less that 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, where detected at the moment of the return of the Vehicle, will not be charged to you.

Common rules

Please note that depending on the Damage suffered by the Vehicle and the type of protection You have subscribed to with Eu-

ropcar (see the Appendix 2) You may or may not be charged for the full or for the partial amount of the cost of repair.
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, 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.
If You have a complaint related to damges, their evaluation and invocing, you can call our Customer Service or to file directly a complaint before the European Car Rental Conciliation Service (http://www.ecrcs.eu/).

14 - What is expected of me in terms of 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, You must take all necessary protective measures to keep the Vehicle in the same condition as that in which You have taken possession. You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary protective actions.
Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written authorization. Should this rule be breached, You must bear the duly justified costs of restoring the Vehicle in the same state in which You have taken possession. You will be liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.
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 caused by manufacturing defects, even where it causes accidents.

15 - What should I do in case of accident or mechanical breakdown of the vehicle?

In case of mechanical breakdown or accident which prevents You from continuing your travel and/or obliges you to stop Vehicle to prevent any breakdown, You are provided with an assistance service, included in the price of Your rental. The terms of this assistance are set out in Appendix 1 of the present T&Cs.
In case of accident theft, as soon as You will have been aware or at the latest within 24 hours from the time You will have the material capability, You shall (i) report the accident to the Europcar pick-up station (or the assistance service) and, if necessary, the local police authorities and (ii) file an amicable declaration of motor vehicle accident.
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?

The final invoice will be issued once all elements of your rental have been settled and not earlier than the day after the Vehicle return date. You will pay or be charged the full amount in one or in several lots depending on the situation. In case of rental of more than one month, a periodical invoice will be issued 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 lattes 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 nulled 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 damages to the Vehicle, identified without your presence, then Europcar will charge You at a later date, together with any associated administrative fees or penalties (damage management penalty, etc.), once Europcar becomes aware of them following the expiral of the Hire Period. In this respect, You will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fine. In case of no objection or justification from You within the aforementioned period, the amount of these administrative fees will be charged..

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- 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.
- For customers residing in Italy, the final invoice containing all the charged costs, shall be issued using the Exchange System (SDI) in compliance with Budget Law 2018 which introduced the obligation of electronic billing. The original invoice can be viewed directly from the Revenue Office's web area. One copy may be forwarded to the customer as "courtesy copy" without any tax value, whenever the customer provides details to receive the copy by email. Alternatively, the customer may decide to receive a paper-based "courtesy copy" with the application of an additional fee (see Europcar Tariff Guide).
- For customers who are not resident in Italy, the final invoice containing all the charged costs, will be forwarded electronically if the customer provides all the details to receive it by email or alternatively the customer may decide to receive a paper-based copy of the invoice with the application of an additional fee (see Europcar Tariff Guide).
- In the event that after issuing the invoice, the Customer requests a change, like for example, change of name, Europcar will issue another invoice using the Exchange System (SDI) for customers residing in Italy or send the invoice by email for customers not residing in Italy. In any case, Europcar will issue a paper-based "courtesy copy" containing the updated details as requested by the customer and applying the additional fee established for a "courtesy copy" (see Europcar Tariff Guide).
- After accessing the respective account from the website www.europcar.it, customers residing abroad may print out the invoice and customers residing in Italy may print out the "courtesy copy". The invoice and the "courtesy copy" are available online only for rentals concluded in the past 6 months.
- It must be noted that it is the customer's responsibility to ensure that all data provided to issue an invoice is correct and up-to-date.
- 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:
  o immediate maturity of all outstanding bills, and the cancellation by rights of the Rental Agreement,
  o that Europcar have the right to demand immediate return of Vehicle**.**

17 - Whaf 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

Extension requests involving the Vehicle availability for periods longer than 30 days are not allowed.
Nevertheless, Europcar, depending on the availability and upon the return of the Vehicle and the closing of the rental, may propose the signing of a new contract for the rental of another Vehicle (or of the same Vehicle, after checking the State of maintenance and road test).

If You don't comply with the above mentioned conditions and keep the Vehicle, the terms of the above section "Return of the Vehicle" will apply.

18 - In which cases can Europcar 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 se- niority/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&C , 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 pay- ment for the rental (e.g. expiry of the credit card, insufficient plafond, etc.) and v) where You have undersigned an agree- ment with Europcar or a form to access to Europcar credit, also in those cases provided within such relevant agreement.

19 - What is the fuel/energy policy?

The rules applicable to fuelling/energy and refuelling/recharge of a Vehicle depend on the country of rental and the type of rental product you have selected. Please check carefully the rules applicable for every rental you make. Please ask Europcar's agent

for details of all available options when you collect the Vehicle.
All Vehicles are supplied with a full tank of fuel/energy at pick up.

19.1 Fuel Vehicles

For the fuel vehicles, two options may then be made available to you:

Full Tank Option

If You want to agree in advance with Europcar the car return with a minor quantity of fuel than the Full Tank, in order to avoid the charge of the Refuelling Penalty for the omission of refueling, You may subscribe at the beginning of the rental an optional service named "Full Tank Option" (hereinafter "FTO").

- At pick up You pay for the price of the service which is calculated on a forfeit base at the cost of a full tank of fuel for the rented Vehicle.
- You may return the Vehicle with whatever fuel is left in it.
- Whilst the cost of the service is calculated on a forfeit base and Europcar will not reimburse you for any unused fuel

After the purchase of the FTO and until the time of returning the Vehicle, you can withdraw from the purchase of the FTO, returning the Vehicle with a full tank of fuel and showing the receipt of the relative refueling (both essential obligations in order to exercise the right of withdrawal). This will be understood as your intention to withdraw from the purchase of the FTO service and Europcar will reimburse you or, if applicable, will not charge you the related cost.

Full to Full

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

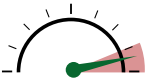
At return, to consider the tank as full, different rules are applied depending on the kilometers driven during the rental:

- **You drove less than 100 km:** A valid station ticket will be asked as a proof of refuelling to justify that the tank is full. A ticket is considered valid as regarding the refueling date, the location of the petrol station and the amount refueled. You should refuel a tank at a petrol station situated no more than 25 kilometers from the Europcar's station of return of your Vehicle. Please ask Europcar's agents in stations for additional information on ticket validity.
- **You drove more than 100km:** The visual level of the gauge will be used as a proof of full tank. The tank is considered full if the fuel gauge is at maximum level (8/8).

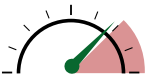
If the Client selected the option Full to Full and the tank is not full at the return of the Vehicle, you will be charged with a variable cost depending on the kilometers driven during the rental.

- **You drove less than 100km:** You will be charged, as compensation for the missing fuel, with an amount based on the average consumption of the Vehicle for the distance driven during the rental. The average consumption is expressed for 100 km and depends of the Vehicle model. Please note that the price per litre and fuel type will be communicated by Europcar's agents in station. Please ask Europcar's agents in station for additional information on average consumption of the Vehicle model that You rent. Furthermore, in case the fuel missing at the return of the Vehicle is equal or more than 7 litres, the Client will be charged also with a fixed amount as indicated in Tariff Guide (Refuelling Penalty);

- **You drove more than 100km:** You will be charged with a penalty to be calculated as follows: i) the fixed amount indicated in Tariff Guide (Refuelling Penalty) if the missing fuel is more or equal to 7 litres; plus ii) a variable amount to be calculated on the basis of the cost of the missing fuel as observed from the visual level of the fuel gauge. The calculation is based on the missing 8th expressed by the gauge if the gauge is divided in 8 levels or according to the scale indicated on the gauge considering the tank capacity of the rented vehicle. If the needle is between 2 graduations, the missing 8th will be calculated based on the closest graduation. If the needle is precisely in the middle of 2 graduations, the missing 8th will be calculated based on the highest graduation (in Your favor). For example you will not be charged in case the vehicle is returned with the gauge at or above 7,5. See below for an example of fuel penalty calculation.



If the gauge is between 7 and 8, you will be charged with the above mentioned penalty if the gauge is closer to 7.
e.g. if the vehicle is returned at 7.3, you will be charged with the Refuelling Penalty (in case 7 or more litres are missing) and the variable amount will be calculate on 1/8.



If the gauge is under 7, you will be charged with the above mentioned penalty considering the closest missing 8th .
e.g. if the vehicle is returned at 5.8, you will be charged with the Refuelling Penalty and the variable amount will be calculate on 2/8.

19.2 Electric Vehicles

In case of rental of an electrically powered vehicle, it will be delivered to the Customer with the battery charged to at least 80%, together with a cable for public charging and, if included in the vehicle's equipment, one for domestic charging. The Customer

undertakes to keep and return the charging cable(s) together with the vehicle, and acknowledges that in the event of damage, loss, non-return and / or theft, Europcar reserves the right to apply the penalties in the amount referred to in the Tariff Guide. The presence of one or two charging cables will be indicated in the rental agreement.

Charging Policy
Europcar will provide you with a Vehicle with the battery charged to at least 80%. You undertake to return the vehicle with a charge percentage of at least 80% (but with a tolerance of a maximum of 5%) and no further charge will be applied to you for the energy or for the charging service.

In case of non-compliance with the foregoing obligation, you will be charged a cost related to the missing energy (the cost per kWh may vary over time, however, the one applicable to your rental will be the one published at the rental station at the time of checkout and will be communicated to you by the Europcar staff present at the rental station at the time of Vehicle collection). and Europcar reserves the right to also apply the penalty for the charging service in the amount specified in the Tariff Guide under the heading “Refuelling Penalty”. For the purposes of verifying the charge level and the number of missing kWh, the vehicle’s onboard instrumentation readings and the battery capacity declared by the manufacturer and indicated in the use and maintenance manual shall prevail.

No refund will be provided for excess KWh if the vehicle is returned with a charge level above 80%.

Full Tank Option
The option conventionally named “Full Tank Option”” when referring to an exclusively electric vehicle, does not refer to a full tank of fuel and does not imply the delivery of the vehicle with the battery fully charged. The vehicle will be delivered with the battery charged to at least 80%. Should you wish to agree in advance to return the vehicle with a lower charge level than that indicated in the rental agreement, thus avoiding the charge for missing energy and the penalty for the charging service, you may subscribe, at the beginning of the rental, to the optional service Full Tank Option (hereinafter FTO).
In this eventuality:
At the time of collection, you will pay the price of the service calculated on a lump-sum basis based on the cost of a charge equal to 70% of the battery capacity. The relative cost will depend on the Vehicle category.
You may return the Vehicle with any residual energy percentage provided it is not less than 10%. Given that the cost of the service is calculated on a lump-sum basis, Europcar will not refund you for the energy you have not used. Subsequent to the purchase of the FTO and up to the time of Vehicle return, you may withdraw from the purchase of the FTO by returning the Vehicle in compliance with the rules of the charging policy. This shall be understood as your expression of intent to withdraw from the purchase of the FTO service, and Europcar will refund you or, where applicable, will not charge you the relevant cost.
Regardless of the chosen charging option, in case of vehicle return with a charge less than 10%, a penalty will be applied for the amount indicated in the Europcar Tariff Guide.

N.B. Electric vehicles are only available at selected rental stations in the Europcar network. If you return the vehicle to a rental station not enabled for the rental of electric vehicles, we reserve the right to charge you the cost foreseen for its transfer to an enabled station as indicated in the Tariff Guide.
With reference to Tesla vehicles, the use of the Tesla App is not available and consequently, you will not have access to its relative functionalities, just as it is not possible to recharge at the so-called “Tesla Supercharger” charging stations.

19.3 Plug-in Hybrid Vehicles

The provisions of Article 19.1 relating to fuel-powered vehicles apply to Plug-in Hybrid vehicles.
The battery of Plug-in vehicles is delivered discharged and must be returned discharged; any surplus KWh will not be refunded. The vehicle is delivered together with a cable for public charging and, where included in the vehicle’s equipment, one for domestic charging. You undertake to safeguard and return the charging cable(s) along with the vehicle, and you acknowledge that in the event of damage, loss, non-return, and/or theft, Europcar reserves the right to apply the penalties specified in the Tariff Guide. The presence of one or two charging cables will be indicated on the rental agreement.

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

When You pick up the Vehicle, You grant a credit card authorization for a deposit. The deposit is intended to cover additional rental costs. If You have paid for your rental in advance, the amount of the deposit is 500 EUR (or the equivalent in local currency). If You have not already paid for your rental when You made the reservation, the rental cost will also be blocked to your credit card. In this case, the amount blocked to your credit card will be the rental cost plus any additional purchases you may make at the desk when picking up your vehicle plus 500 EUR (or the equivalent in local currency).
In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in

the Hire Agreement. Please note that deposit shall be released at the end of your Hire Agreement if no other costs are payable. Considering that the deposit is intended to grant the payment of possible charges due, for example, to damages/deterioration/theft/fuel missing at return/extra-day/extra-mileage/one-way charge, etc., the deposit amount is calculated on the basis of your liability (namely "Excess") considering the limitation of liability applicable to your rental, even with the regard to the purchase of any optional Protection Package/Damage Option, and the vehicle category. On this respect, in the event you purchase:

- the Medium Protection Package, the amount of the deposit will be 300,00 EUR.
- the Premium Protection Package, the amount of the deposit will be 100,00 EUR.
- the Medium Damage Option, the amount of the deposit will be 300 EUR.
- the Premium Damage Option, the amount of the deposit will be 100 EUR.

In any case the set up of the Deposit, with the modalities mentioned above, can be intended as a limitation of your responsibility.
Please consider that, in case of Keddy brand's rental, it will be applied the following deposit policy.

If You have paid for your rental in advance, the amount of the deposit is 800 EUR (or the equivalent in local currency).

If You have not already paid for your rental when You made the reservation, the rental cost will also be blocked to your credit card. In this case, the amount blocked to your credit card will be the rental cost plus any additional purchases you may make at the desk when picking up your vehicle plus 800 EUR (or the equivalent in local currency).

In any case, the final amount is stated on the confirmation email which is sent to You when You make your reservation and in the Hire Agreement. Please note that deposit shall be released at the end of your Hire Agreement if no other costs are payable. Considering that the deposit is intended to grant the payment of possible charges due to damages/deterioration/theft of the rented vehicle, the deposit amount is calculated on the basis of your liability (namely "Excess") considering the limitation of liability applica- ble to your rental, even with the regard to the purchase of any optional Protection Package/Damage Option, and the vehicle category.

On this respect, in the event you purchase:

- the Medium Protection Package, the amount of the deposit will be 300,00 EUR.
- the Premium Protection Package, the amount of the deposit will be 100,00 EUR.
- the Medium Damage Option, the amount of the deposit will be 300 EUR.
- the Premium Damage Option, the amount of the deposit will be 100 EUR.

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 forwarded Your final invoice in Euros. If for any technical reason Europcar was to be unable to provide this service or if a You hold a VISA or MasterCard credit opted to pay in Euros, then the conversion into the base currency of the card would be carried out according to the conditions of the Your bank.

22 - Are the vehicle equipped and connected with a geolocation system?

Europcar may use electronic equipment installed ion the Vehicle for the following purposes:

- To manage the rental journey (delivery, collection, vehicle maintenance, billing, extra mileage, etc.);
- Identify and prevent property crime and fraud;
- Ensure that obligations under the rental agreement are met (e.g., if the vehicle is not returned at the end of the agreed upon rental rental period, or if the Vehicle is used outside of the authorized geographical geographical area);
- Detect, verify and investigate accidents and damage to the Vehicle;
- Improve fleet management (such as Vehicle condition, mileage, fuel level, operational fuel level, operational and diagnostic data, collision alert, etc.),
- Track the Vehicle's movements and protect the Vehicle (such as collision detection).

These informations could be used both during and after the end of the Rental Period. For further information on Europcar's connected vehicle data processing, please see our dedicated privacy policy, published on our website.
Under no circumstances the Client is entitled to unilaterally disconnect/remove the glocalization equipment installed on the Vehicle. In case of voluntary disconnection, uninstallation and/or non-return – even partially - of the geolocation equipment, Europcar may charge you with a penalties equal to the amount set forth in the Tariff Guide published on our website and attached to the confirmation e-mail. Furthermore, in such cases, the limitations of liability will not apply and the Client will be liable for the full amount suffered by Europcar in the event of damage to the vehicle.

23 - How do we process your personal data? (Article 13 of the General Data Protection Regulation 679/2016)

The personal data are processed by Europcar Italia S.p.A , subject to the management and coordination of Europcar Mobility Group SA ,with head office located in 39100 - Bolzano, Corso Italia 32, VAT Reg. No. 05035331007, ("Europcar") and the by its parent company Europcar International S.a.s.u. with head office located in France Bat OP - 2, 13 ter Boulevard Berthier 75017 Paris, both in their capacity as Data Controllers. To learn more about the characteristics of the processing of your personal data on the part of Europcar International S.a.s.u., please check the specific privacy statement on the website https://www.europcar.com/security-and-privacy-policy.

The categories of Personal Data that we collect in the context of our services the following:

- Your identification data: surname, first name, email address, telephone number, postal address, account identifier,
- If applicable, identification data of additional driver(s): surname, first name, email address, telephone number, postal address,
- Your driver's licence and that of any additional driver(s),
- Payment data: account numbers, card numbers, etc.
- Financial data: your order forms, your customer invoice etc
- As the case may be, data relating to traffic violations
- Information about your flight in the event that the pickup location of your vehicle is an airport,
- Information on your vehicle reservation, in particular to feed the loyalty programs of which you would be a member.

- Data relating to your satisfaction surveys or from your interactions on our dedicated social media pages;
- Voice, audiovisual and electronic data: recordings of your communications by e-mail, chat or telephone with our customer service department;
- Information collected through our Connected Vehicle (if the vehicle that you rent is a connected vehicle) : vehicle status, damage or accident information, vehicle performance data, operational and diagnostic data, mileage information, acceleration and braking speeds, fuel consumption and fuel levels, tire pressure, odometer readings, vehicle location and other vehicle information. For any information regarding the data processing of Europcar's connected vehicles, please consult the dedicated Privacy Policy https://www.europcar.com/files/live/sites/erc/files/connected-cars/privacy-policy.pdf.

We collect most of your personal data directly from you, but we may receive data from third parties, including the competent authorities in charge of managing fines for traffic violations.

Europcar will process your personal details to:

- manage your booking and comply with the rental contract that you have concluded, including related services (e.g. customer assistance) and any requested additional services (e.g. winter driving accessories, additional driver, etc), as well as exercise the respective rights (e.g. manage fines or claims and determine the respective liability);
- fulfil related law obligations (e.g. on taxation, insurance and anti-terrorism);
- protect corporate assets (car fleet) and the safety of drivers in case of accidents by using a multi-functional satellite device "data event recorder" with geolocation to track the rented vehicle;
- prevent fraud associated with the car rental by entering your details in an anti-fraud centralized database managed by ANIASA (National Association Car Rental Industry and Automobile Services), in case of car theft, misappropriation or fraud linked to your rental and where there are applicable cases reported against you;
- manage your loyalty program

Moreover, if you give us your consent, we could use your details, even for future rentals (e.g. type of vehicle, duration, place of vehicle collection or delivery) to:contact you, even with personalized information (e.g. newsletter, emails, texts, traditional mail, operator calls, instant messaging, messages or initiatives on social networks, etc) and keep you up-to-date on services, deals and initiatives of Europcar or invite you participate to market surveys;

Even if you do not intend to grant us your consent, you may still book the rental or benefit from the services offered by us. You can always cancel your consent.

The processing of your personal details to manage your rental and related services shall take place for the necessary time re-quired to manage the contract (e.g. exercise respective rights in case of accidents), as well as thereafter to fulfil law obligations (e.g. taxation, accounting matters). After this time, the data will be deleted or made anonymous. To learn more about the characteristics of the processing of your personal data, please check the privacy statement on the website **https://www.europcar.it/security-privacy-policy**. Keep in mind that you may always access your personal details by writing an email to customerserviceitaly@europcar.com, as well as update them, delete them, revoke them, modify your consent or request to receive or transfer your details to another data subject. You may also oppose to the processing of your personal details. In particular, processing for marketing purposes or processing to analyze your preferences. Likewise, you may oppose to the processing due to reasons related to a special situation, as long as it is to pursue the legitimate interest of the data subject. You may also file a complaint to the Data Protection Authority to protect your personal details (www.garanteprivacy.it), or to the Data Protection Authority of the country in which you currently live, work or the place where the alleged violation took place. The Data Protection Officer appointed by Europcar can be contacted at the following email **dpo@europcar.com.**

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

In case of rental related to bookings trough 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 06 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

You can also choose to submit Your claim to the European Car Rental Conciliation Services.

Indeed, Europcar has subscribed to the scheme of ECRCS in order to enable its clients to solve their complaints concerning cross border vehicle rentals within Europe. It should be underlined that this conciliation service can only help with disputes involving a 'cross-border' rental transaction occurring within the European Union - You must be a resident of the EU and the rental must have taken place in a different EU country. If your complaint concerns a non-cross-border rental you should raise the matter ECRCS will not be able to look at your complaint.

e. Jurisdiction

Finally or alternatively form 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 a person treated as such under applicable law), 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 if applicable its specific conditions (the document signed by You at the moment of the check-out or the first day of rental)
- the booking confirmation email (where You have prebooked Your rental online)
- the present T&Cs including its appendixes, which apply to all aforementioned documents.
- the Europcar Reservation terms & Conditions;
- the Tariffs 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**.

26 - Who owns the Vehicle?

Depending on availability, you may receive a vehicle that is part to the so-called "Europcar Fleet", which includes vehicles owned by Europcar Italy S.p.A. or in its legal availability (e.g. acquired through financial or operational Leasing or through long term rental agreements with companies such as Securitifleet S.p.A., Leasys S.p.A., Charterway S.p.A., Athlon Car Lease Italy S.r.l., etc.) or a vehicle belonging to the so-called "Europcar Franchisee Fleet" which includes vehicles owned by independent entrepreneurs or companies who manage rental offices with the Europcar brand in due to a franchising agreement with Europcar (hereinafter the Franchisees).

In case of rentals of vehicles of the Europcar Franchisee Fleet, the Rental Agreement, even when a Europcar reservation is made, will be entered between You and the Franchisee.

The Rental Agreement will be, in any case, subject to these terms and conditions but the all obligations therein described as borne by Europcar will be borne directly by the Franchisee, with the sole exception of those related to roadside assistance (art. 15 and Annex 1) and the ones related to the Customer Service and "out of court" settlement of complaint, that will be provided by Europcar according to the relevant franchising agreement.

The rental of a vehicle to the Europcar Franchisee Fleet and information on the Franchisee who is renting the Vehicle to You will be indicated in the header of the Rental Agreement.

Your signature on the Rental Agreement will prove your complete knowledge and acceptance that: i) You are entering into a

Rental Agreement with the Franchisee: ii) No further obligations will be borne by Europcar in your favor, except for the ones specifically mentioned in this clause.

Appendix 1 – Assistance Terms & Conditions

1. Technical Assistance Service

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. The service is granted in the Territory and in case of purchase of the optional product named "Cross Border", also in Croatia, Slovenia, Hungary and Czech Republic.

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
- Low battery caused by negligence of the Client

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 to the domicile or destination in Italy or to the point of departure from Italy for non-residents up to Euro 50,00;
  - transportation by train or plane to the domicile or destination in Italy or to the point of departure from Italy for non- residents up to a maximum amount of Euro 600,00, independently from the total number of passengers.*

  * 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.

2. Roadside Assistance and Assistance Plus

2.1 Roadside Assistance (RSA)

If you want to benefit from an extended road assistance, limited to the country in which the rental started, you can purchase the "Roadside Assistance" Service. Purchasing the Roadside Assistance Service (see Tariff guide) you will benefit from the service every day, 24 hours a day, also in the event that the break down, of a vehicle with fuel engine, is caused by you as a result of wrong refueling, running out of fuel, breakage or loss of the rental vehicle's keys, tyres punctures and/or damage and running out of battery (in the case of rental of an electric vehicle (full electric), the service allows you to receive assistance only in the event of breakage and/or loss of keys, puncture and/or damage to the tyres). . It's understood and agreed that the "Roadside assistance" do not limit or exclude your financial exposure in case of any damages caused to the Vehicle and shall be applied the limitation of liability purchased by you, as explained in Annex 2 – Insurance and Europcar Options and "Protection Packages"

The Roadside 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 to the domicile or destination in Italy or to the point of departure from Italy for non-residents up to Euro 50,00;
- transportation by train or plane to the domicile or destination in Italy or to the point of departure from Italy for non- residents up to a maximum amount of Euro 600,00, independently from the total number of passengers.*

  * 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.

2.2 Roadside Assistance Plus (RSP)

If the Customer has already purchased the extended roadside assistance service (RSA), either individually or as part of a package, and wishes to extend its validity during the rental to other countries belonging to the Territory and—subject to the prior purchase of the optional Cross Border product—to Croatia, Slovenia, Hungary, and the Czech Republic, they may purchase the additional RSA Plus (RSP) service. Specifically, against payment of a specific fee indicated in the Europcar Price List currently in force, the RSP service allows the Customer to benefit from roadside assistance 24 hours a day, 7 days a week, with the same features described in paragraph 2.1, within the territory and countries indicated above.

3. Emergency Management Service Abroad (EMS)

If you want to benefit from an extended road assistance, with effect in the country in which the rental started and other countries within the Territory and, subject to purchase of the optional “Cross Border” product, in Croatia, Slovenia, Hungary and the Czech Republic, You can purchase the “Emergency Management Service Abroad” Service. Purchasing the Emergency Management Service Abroad (see Tariff guide) you will benefit from the service every day, 24 hours a day, also in the event that the break down, of a vehicle with fuel engine, is caused by you as a result of wrong refueling, running out of fuel, breakage or loss of the rental vehicle’s keys, tyres punctures and/or damage and running out of battery (in the case of rental of an electric vehicle (full electric), the service allows you to receive assistance only in the event of breakage and/or loss of keys, puncture and/or damage to the tyres). It’s understood and agreed that the “Emergency Management Service Abroad” do not limit or exclude your financial exposure in case of any damages caused to the Vehicle and shall be applied the limitation of liability purchased by you, as explained in Annex 2 – Insurance and Europcar Options and “Protection Packages”

The EMS service includes the same services provided for in paragraphs 2.1 and 2.2, in a single package.

4. Exclusions in case of

- Any incidents or damage or breakdown resulting from taking part in sporting events, rallies or any type of competition;
- Vans (truck) rented in Italy which have been taken abroad, if the Client did not purchase the Cross Border Truck and did not receive the written authorization by Europcar.

All the costs for the assistance for the rented Vehicle will be borne by You, , even in case You purchased the Roadside Assistance service or the EMS service.

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

Who we are

We are Europcar Italia S.p.A. (“hereinafter “Europcar”), Europcar Italia S.p.A, a sole owner company, subject to the direction and coordination of Europcar Mobility Group S.A., registered with the Bolzano register of Commercial Compa- nies under the number 00836310151, having its registered offices in Bolzano, Corso Italia no. 32 (Postal Code 39100) and a secondary office in Rome, Piazzale dell’Industria 40-46, belonging to the known international group. We supply vehicle rental services under the brand of ‘Europcar’ 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);
- our Options of limitation of liability (which are not insurance products), optional insurance products and “Protection Packages” that we make available to you because we want to be able to give you peace of mind during your rental with us.

These Options of limitation of liability, insurances 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 ItalianCivil 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 optional Protection Packages inclusive 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 below in this document.

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: 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 and not available as standalone products.

Rental Agreement: is the document which summarizes 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 respon-

sibility arising from the rental, as defined within the Rental Agreement in the field “Billing Details” and andy other Driver authorized 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 us the accident within 24 hours form 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 to the Vehicle or parts thereof whist 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 the Rental Agreement and 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 those of third parties, (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 penalty amount for the reimbursement of administrative handling of the file for damages (see the Tariff Guide Europcar, available in Terms and Conditions Section on our website **www.europcar.it** or at your rental station), is due except in the case of signing up for the "Premium Protection Package" in which it is included and in case, pursuant to Article 1488 of the Civil Code, there is your responsibility in causing the damage.

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 willful 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 behavior 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
- In case of damages occurred to truck vehicles rented in Italy but conducted abroad by the Client without the written authorization of Europcar and without purchasing the "Cross Border Truck" product.
- In case of violation of the rules on the circulation of vehicles, or of the applicable Rental Terms and Conditions, or in case of improper use of the vehicle.

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. In addition, within the term duly provided in section 15 of the Rental Terms and Conditions 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 to be evaluated according to the provisions set forth in section 13 of the Rental Terms and Conditions. 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.

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 includes 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 penalty amount for the reimbursement of administrative handling of the file for theft (see the Tariff Guide Europcar, available in Terms and Conditions Section on our website www.europcar.it or at your rental station), is due except in the case of signing up for the "Premium Protection Package" in which it is included and in case, pursuant to Article 1488 of the Civil Code, there is your responsibility in causing the theft.

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;
- In case the truck rented in Italy has been conducted abroad by the Client without the written authorization of Europcar and without purchasing the "Cross Border Truck" product.
- 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 form 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 from 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 Super Personal Accident Insurance (not available as standalone products) as represented below:

- **Assistance & Personal Protection (APP) Package** which includes Emergency Management Service Abroad (EMS), Super Personal Accident Insurance (SPAI) and the charge exemption for the theft and the damage administrative handling penalty (N.B.: this package does not include any Medium or Premium damage/theft option).
- **Medium Protection Package.** Including: Medium Damage Option, Medium Theft Option, Personal Accident Insurance (PAI),

deposit waiver;

- **Medium Plus Protection Package*** including Medium Damage and Premium Theft Options and Driver and Passenger Accident Insurance (PAI);
- **Premium Protection Package,** including: Premium Damage Option, Premium Theft Option, Super Personal Accident Insurance (SPAI), charge exemption for the theft and the damage administrative handling penalty, deposit waiver. This package is not applicable to commercial vehicles. Furthermore, it does not cover drivers under 25 unless specific authorization for drivers under 25 was requested for the rental and the corresponding Young Driver supplement was charged.
- **Premium Plus Protection Package (PREMPLUS)**, including: Premium Damage Option, Premium Theft Option, Super Personal Accident Insurance (SPAI), charge exemption for the theft and the damage administrative handling penalty, the Special Cleaning Service (INTCLEAN), the Roadside Assistance (RSA), deposit waiver. This package is not applicable to commercial vehicles. Furthermore, it does not cover drivers under 25 unless specific authorization for drivers under 25 was requested for the rental and the corresponding Young Driver supplement was charged.
- **GoZen Protection:** Zero Excess Damage (SPCDW), Zero Excess Theft (SPTHW), charge exemption for the theft and the damage administrative handling penalty, deposit waiver. This package is not applicable to commercial vehicles. Furthermore, it does not cover drivers under 25 unless specific authorization for drivers under 25 was requested for the rental and the corresponding Young Driver supplement was charged.

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.

*** Package available for commercial vehicle rentals only.**

2.3.1 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 our Insurance policies (PAI / SPAI) copies of which can be found in Terms and Conditions Section on our website www. europcar.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 the optional Protection Packages "Medium" or "Premium" inclusive of two different insurance products (non available as standalone products). 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.

2.3.2 Personal accident insurance

a. What am I insured for?

Under the optional Medium Protection Package, inclusive of the Personal Accident Insurance, 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 tran- sport 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 colli- sion or incident; medical expenses of up to a maximum of €2,500 (which includes hospitalisation, consultations and pharma- ceutical 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 give 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 insurance company within a maximum of three days from the collision or incident. A more complete summary of the cover provided by this Personal Accident Insurance product can be found in Terms and Conditions Section on our website www.europcar.it

2.3.3 SUPER PERSONAL ACCIDENT INSURANCE

a. What am I insured for?

Under the Premium Protection Package, inclusive of the Super Personal Accident Insurance 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 tran- sport 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 colli- sion or incident; medical expenses of up to a maximum of €10,000 (which includes hospitalisation, consultations and pharma- ceutical 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?

The 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 give 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 the insurance company within a maximum of three days 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.

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