



**The
European
consumer guide to
Car Rental**

Leaseurope

The Voice of Leasing and Automotive Rental in Europe



Foreword

The short-term car and van rental industry provides consumers with affordable, sustainable, pay-as-you-go mobility.

As long as some simple steps are followed, the rental process should be straightforward.

This guide is designed to take you through everything you need to know about renting a vehicle, from booking and pick-up to return – both at home and abroad. It explains common practice, what you should expect, and lists your rights and responsibilities.

Booking a vehicle

When reserving or purchasing a rental over the telephone or online, be sure to establish what is included in your booking and what isn't.

You can ask the rental company to send you further information by email or direct you to the page of its website that explains its rental terms and conditions. Pay close attention to what is included in the rental rate and what is not. For example:

- Are there any restrictions applied to the rate (e.g. weekend rates will normally require you to return the vehicle before a specified time on Monday morning)?
 - Do you need prior authorisation to take the vehicle into another country, and will there be a surcharge?
 - Is there an extra fee to pick up and drop off the vehicle in different locations in the same country, and/or different countries?
 - Are you restricted to the number of miles or kilometres you can drive the rental vehicle? If so what is the excess rate?
- Which other additional services or charges are included in the price (e.g. toll fees, congestion zone access)?
 - What types of vehicle cover are provided?
 - Will there be multiple drivers for the vehicle? If so, you may be charged extra.
 - Are you aware of the various fuelling options?

It is important to select the right vehicle category for your needs. Whilst a rental company cannot guarantee to provide a particular make or model of vehicle, you should select the one that best meets your needs, especially if you are carrying luggage and passengers.

If you wish to hire additional products, such as child car seats, winter tyres, snow chains or satellite navigation, ask if these are available and what the additional cost may be. The rental company will always provide you with a vehicle that is fully compliant with national legislation.

What documentation do I need?

You will need a valid driving licence for the type of vehicle you are hiring, a European identity card and/or passport, and possibly other documents such as a valid utility bill.

If you have a 'photo-style' driving licence you must take both the photo card and the paper counterpart with you.

These requirements also apply for any additional drivers.

Check with your rental company what else you may need when booking the vehicle. For example, you will need a valid payment card to book with most companies. It is also worth checking which payment cards your rental company accepts.

Taking a vehicle abroad

If you are planning to take your rental vehicle into another country you must inform the rental company when booking the vehicle, as you need its permission in writing. If it permits you to take the vehicle abroad it can ensure you are provided with the correct vehicle documentation, motor insurance and breakdown cover.

Familiarise yourself with the motoring regulations of every country you visit. For example, you may need to carry a reflective jacket or vehicle warning triangle.

Speed limits and priority rules may also be different from those you are used to. Your rental company can help inform you of the requirements of the country to which you are travelling.

You can also find this information with the national motoring/tourism associations at:
www.fiabrussels.com/en/about_us/european_member_clubs/

It is also worth checking which payment cards your rental company accepts.

At the rental desk

Signing the rental agreement

The rental agreement is the formal contract between you and the rental company, and is signed at the rental desk.

This agreement includes details of the vehicle, the hire period and what you've agreed to pay for the rental and any additional items. Always allow plenty of time to collect your vehicle and to read the rental agreement. You are advised to also read the full terms and conditions on the rental company's website prior to arriving

at the rental desk. Many rental locations will provide a summary of the key rental facts included in your contract. Make sure that you understand the terms of your rental agreement before signing it.

If a booking has been made through an intermediary such as a broker or travel agent you will still be required to sign an agreement covering the operational aspects of the rental. Please note that the terms and conditions of the intermediary may differ from those provided by the rental company.

Mileage

If you are required to pay for excess mileage please ensure that you understand the daily allowance and the basis on which any excess mileage will be calculated and charged.

When collecting or returning your vehicle, check that the mileage is recorded properly on the rental agreement. Keep a copy of the rental agreement signed by both you and the rental company in order to confirm that your payment card was charged with the correct amount.



Insurance

1 Collision and damage waiver

All rental vehicles have third-party liability insurance included in the price of the rental.

You are liable for the full cost if the vehicle is lost or damaged whilst on hire. If the vehicle is returned outside office hours you will be responsible for it until it has been fully inspected by the rental company.

To help limit the amount for which you are responsible, the rental company may offer you a collision and damage waiver, details of which will be shown on the rental agreement. By accepting the waiver you can limit your potential liability in the event of the vehicle being lost or damaged.

2 Theft waiver

A theft waiver provides cover if the rental vehicle is stolen or someone damages it while attempting to steal it. It limits your financial responsibility to the excess amount shown on the rental agreement.

3 Exclusions to the theft or damage waiver cover

Check if anything is excluded from the waivers, such as windscreens, tyres or roof damage. You should always be clear about what is included in the waivers and what isn't.

If you do not understand any aspect of the waivers, or you are unsure of what is covered, ask the rental company for an explanation before signing your agreement.

4 Personal accident insurance

Personal accident insurance (PAI), is an option that provides the authorised driver and passengers of the rental vehicle with financial cover if they suffer an injury or damage to personal effects arising from the use of the rented vehicle.

Fuel

The majority of rental companies will offer you a range of options for fuelling your vehicle. The most common choices are:

- Drive the vehicle away with a full tank and return it with a full tank.
- Pay the rental company for the fuel you use.
- Purchase a tank of fuel from the rental company and return the vehicle empty.

These options will be listed in greater detail in the terms and conditions of the rental contract.

Before hiring a vehicle, always confirm what the rental company's refuelling policy is.

Check the vehicle's fuel levels on both collection and return. When you pick up the vehicle, check what type of fuel it takes.

You will also be provided with this information when booking the vehicle.

A large proportion of vans and an increasing number of cars use diesel. Putting petrol into a diesel engine or diesel into a petrol engine causes severe damage, which you will be liable for.



Checking the vehicle

Your rental company should provide a clean, modern and safe vehicle that has been checked thoroughly before each hire period.

Inspect the vehicle carefully on collection by walking all the way round it looking for any signs of damage. Look out for scratches, dings, dents and scuffs, no matter how small, and make sure these are noted on the rental agreement.

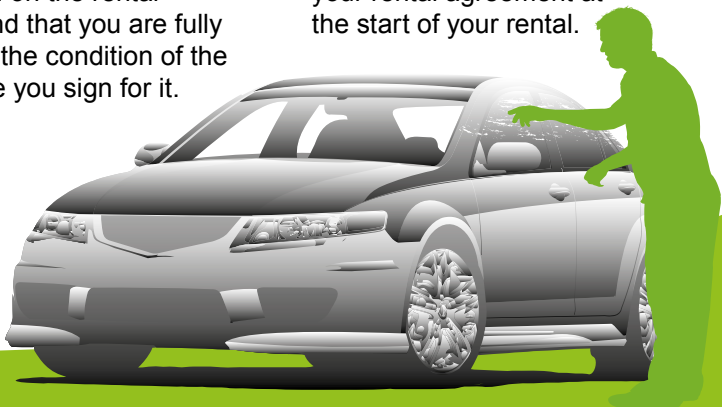
Don't forget to check the interior of the vehicle as well, including whether there is a spare wheel and tools. In addition, make sure you understand how to operate the basic functions of the vehicle (e.g. lights, signalling, checking oil level). Make sure that any damage is noted in full on the rental agreement and that you are fully satisfied with the condition of the vehicle before you sign for it.

If no rental company employee is present when you take

possession of the car, make sure this is noted on the rental agreement and take photographs of the vehicle, particularly of any damage present.

If you are unable to inspect the vehicle due to poor weather conditions or bad light, make sure this is noted on the rental agreement. In this case it is recommended that you take photos of the state of the vehicle.

However, you must inspect the vehicle within a reasonable length of time after you accept it and inform the rental company immediately if you discover any damage. Failing to do so could mean you are held responsible for any damage that was not noted on your rental agreement at the start of your rental.



During the rental

What happens in the event of a breakdown?

Most rental vehicles are covered by roadside assistance in the country of origin. You should check which roadside assistance organisation is used by the rental company and make sure you're given its contact details.

If assistance is not included, then ask your rental company for additional information. You should also inform the rental company of any (suspected) problems with the vehicle as soon as they are detected.

What happens if you have an accident?

If you have an accident you must not admit liability to any third party – it will be up to the local law enforcement agency and/or courts to make that assessment. Depending on the applicable law, you should immediately complete an accident report and, where relevant, have it completed by any third party involved.

You should get all the necessary information – such as names and addresses – from everyone involved,

including witnesses. You should also call the nearest branch of the company from which you rented the vehicle as soon as possible.

When first picking up your rental vehicle, ask the rental company when you should inform the police in the event of an accident (e.g. it might not be necessary to contact the police if no third party was involved). A detailed procedure for what to do in the event of an accident will be included in the rental agreement.

Road traffic offences

If you commit a road traffic offence whilst in a rental vehicle, please be aware that you may be liable for an administration fee from the rental company on top of your fine. Each offence is handled and processed differently, depending on the type of fine, country and rental company involved.

Where appropriate, the original notice and fine for the traffic offence will be sent to you for you to pay. If you wish to contest the fine and the law provides for this, you will have to follow the procedures as explained by the issuing authority.

Returning the vehicle

You will be required to return the vehicle in good condition, both inside and outside. You are liable for any repair or refurbishment costs in case of damage or vandalism. The outside of the vehicle does not need to be washed prior to return.

Damage

Allow plenty of time, particularly at busy rental sites such as airport locations, when checking the vehicle in on return.

Make sure that the vehicle is inspected by a rental company employee and that you both agree, note and sign for any damage on all copies of the rental agreement.

Remember that a rental company employee is obliged to make an appropriate inspection and you should insist on it. If you have had an accident you need to complete and sign an accident report form.

Completing the vehicle inspection and co-signing the rental agreement with a rental company employee will minimise the risk of your receiving any additional damage charges.

If you have caused damage to the vehicle that does not render it un-rentable (minor damage), the rental company may not repair the vehicle straight away. It is common for many rental companies to use a pre-calculated estimate for the cost of repairing any damage, which is listed in the contract.

If you have caused major damage to the vehicle, the rental company will obtain an itemised damage assessment from an approved workshop before charging you. If you have differing evidence, you may contest the extent of the damage.

If you return the vehicle with damage that renders the vehicle un-rentable you may also be charged for the lost income. Lost income charges are pre-defined in the contractual terms and conditions.

What happens if I return the vehicle out of opening hours?

We strongly recommend that you always return a vehicle within normal opening hours.

Some rental companies may allow you to return the vehicle when the rental office is closed. However, if you choose to do this, you should be aware of the risks. The availability of this option should be displayed prominently in all pre-contractual information.

If the rental company allows you to return the vehicle out of

hours, the cost of any damage caused to the vehicle while it remains unattended is your responsibility.

In order to mitigate this risk, you should take photographs of the vehicle, inside and out, once parked at the drop-off point. Check with your rental company to see if any other options are available to reduce this risk even further.



How to make a complaint

Each car rental company will have a dedicated customer service department which will be able to address complaints regarding any step in the rental process, either by email, phone or registered letter.

For reference purposes, we recommend you make your complaint in writing. Please refer to the company's website for additional information.

If you are unable to resolve your complaint and it concerns a non-cross-border rental, please consult the national rental association in your country, or your national consumer organisation.

If your complaint concerns a cross-border rental, you can always contact the European Consumer Centres Network (ECC-Net) to get more information about your rights. The relevant contact details are available on its website at http://ec.europa.eu/consumers/ecc/contact_en.htm.

ECC-Net can also help you to contact a company abroad to try and reach an amicable solution for your complaint.

Alternatively, you may be able to address your unresolved complaint to the European Car Rental Conciliation Service (ECRCS). The conciliation service may only be used after the complaint procedure of a participating rental company has been exhausted and you have received a final decision.

You can find a list of Alternative Dispute Resolution (ADR) bodies at http://ec.europa.eu/consumers/redress_cons/adr_en.htm.

ECC-Net can help you access an appropriate ADR scheme.





About Leaseurope

Leaseurope brings together 47 member associations representing the leasing, long-term and/or short-term automotive rental industries in the 34 European countries in which they are present. Its mission is to ensure the sector's voice is heard by European and international policy-makers. At the same time, it provides a platform for the sector to think of ways to improve the overall rental experience.

The car rental industry in Europe is committed to delivering high-quality service to its customers. Leaseurope has produced a code of best practice setting out standards of behaviour for the car rental industry. You can find it here: www.leaseurope.org.



About the European Consumer Centres Network (ECC-Net)

Operating in all EU member states, as well as Iceland and Norway, the European Consumer Centres Network is a multinational association dedicated to informing consumers in participating countries about their rights when buying products or services from suppliers based in other ECC-Net states. Its particular goal is to help people who encounter problems with these cross-border transactions.

ECC-Net's main activities include:

- informing consumers about both EU and national consumer protection rules
- giving advice and support to individuals facing a consumer-related cross-border problem
- helping consumers who have a complaint which cannot be solved amicably reach an out-of-court settlement through alternative dispute resolution (ADR).

More information about ECC-Net is available at http://ec.europa.eu/consumers/ecc/index_en.htm



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