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Thank You for renting with Europcar!

**EUROPCAR INTERNACIONAL – Aluguer de Automóveis, SA.** is a Portuguese company, with a share capital of EUR 2.244.600,00 and registered offices at the parish of Paço de Arcos, municipality of Oeiras, at Rua dos Malhões, nº 2 - Piso 3 - Direito, Edifício Q 55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos, tax number 500 074 135, registered at Conservatória do Registo Comercial de Lisboa (“Europcar”).

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

- rent a “**Vehicle**” (a car, a van or a motorcycle) to You (the person named in the Rental Agreement – as defined below – and who signs it) for the period of time (not exceeding [30] days and, in some cases, 90) 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 its specific conditions (the document signed by You at the moment of the check-out or the first day of rental),
- the booking confirmation email (where You have prebooked Your rental online),
- the Europcar Insurance and Protection guide
- the Recommended Tariff Guide,
- the present T&Cs which apply to all aforementioned documents.

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?

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

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

## 2) WHO CAN RENT AND WHO CAN DRIVE?

### a) Who can rent?

Any person:

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

Payment method accepted by Country	PT
Credit cards	√
Vouchers	√

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

Documents required by Country	PT
ID	√
Tax number	√
Passport	√*
Driving license (valid for over 1 year)	√

[√] Mandatory – [\*] Optional

\* Mandatory for non UE Citizens;

### b) 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 or any attachment (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 in Portugal is 1 year since emission date and/or the driver’s age.

Category of vehicle by Country	PT
Mini	19
Economy	19
Compact	19
Economy Elite	19
Prestige	19 or 25

### c) Who cannot drive?

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

In addition, any person who cannot provide valid identification documents as indicated in the sections 2 a) and 2 b).

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

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

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

You may drive a passenger car in the following countries:

Austria, Andorra, Belgium, Denmark, Finland, France (Corsica included and DOM TOM excluded), Germany, Ireland, Italy, Luxembourg, Monaco, Norway, Netherlands, Portugal, Spain (apart from islands and the Ceuta and Melilla enclaves), Sweden, Switzerland and the UK ("**the Territory**").

In the case of electric vehicles, it will be Your responsibility to check that recharging devices are available and compatible in the countries in which You plan to travel.

Vans are forbidden to travel out of Portugal, unless Europcar express consent.

Return of the Vehicle in the UK and in Corsica is not authorized. Other mobility services are proposed. Please contact our Customer Relation Service which details are mentioned under section 23-b) below.

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

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

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

- the passenger cars and motorcycle are intended for the carriage of varying numbers of people (depending on the approval resulting on the vehicle registration certificate) and,
- the vans may be used for the carriage of goods up to the weight limit resulting from the vehicle registration certificate.

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

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

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

- You must return the Vehicle and its keys, accessories and documentation to Europcar at the return station mentioned in the Rental Agreement on the expiry time and date specified on the Rental Agreement (Europcar allows a 29 minutes tolerance period) and in the condition that Europcar provided it to You at the start of the Hire Period. If You don't return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these Terms and in particular Article 11 ("What is the Vehicle return policy");
- You and/or any Driver must never drive the Vehicle outside the Territory. If You and/or any Driver are driving the Vehicle outside of the Territory then You and/or the Driver must obtain Europcar's prior written consent. If You intend to drive the Vehicle outside the Portuguese territory, You should warn the Europcar agent and ensure together, during the check-out that, the vehicle has the proper equipment in accordance with local traffic rules of the country that You and / or the Driver will drive or cross;
- You and/or the Driver must 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 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). As far as the Electric Vehicle is concerned, it must be recharged exclusively with the cables supplied by Europcar for this purpose and in strict compliance with the car manufacturer's recommendations.
  - You and/or any Driver may not use the Vehicle nor allow the Vehicle to be used:
    - o 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;
    - o for carrying passengers for hire or reward, unless otherwise agreed by Europcar (for instance for car sharing purpose);
    - o to carry a number of persons in excess of that mentioned on the Vehicle's registration certificate;
    - o 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);
    - o 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;
    - o for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
    - o for transporting live animals (with the exception of pets and/or domestic animals, subject to Europcar express written authorization);
    - o to give driving lessons, accompanied driving;
    - o to push or tow another vehicle or trailer (except where the Vehicle You are renting is already fitted with a tow-hook up to the maximum load mentioned on the Vehicle's registration certificate;
    - o 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;
    - o to commit an intentional offence;
    - o for being transported on board any type of boat, ship, train, lorry or airplane unless express written authorization has been given by Europcar;
    - o 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 pressure.
- In general, it is important to remember that when using the driving assistance devices present in certain Vehicles, it is Your responsibility to refer to the manufacturer's manual before any use in order to familiarise yourself with the instructions for use, as well as the restrictions and limitations for the use of such driving assistance devices. In any event, You must always remain vigilant and in control of your vehicle.
- Similarly, the range in kilometres displayed on the dashboard is an estimate that may vary depending on Your driving style, the load carried, the road (major gradients) and the use of heating or air conditioning.
- Vehicles and manuals are normally supplied in the language of the country of registration. For further information on the use of the vehicles, please contact Europcar staff or consult the user manuals available in the various languages on the Internet, in case the manufacturer's documentation is not available in paper format in different languages.
- You can be held liable to Europcar for any detrimental consequence arising out of any infringement to the above mentioned obligations. Please be aware that failing to fulfil the above mentioned obligations imply the expiration of any limitation/exclusion of liability right possibly subscribed by you.
- Likewise, in case of infringement to the above mentioned obligations, Europcar reserves the right to demand immediate return of the Vehicle.
- 6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?**
- The basic rental charge includes the following mobility services:

Mobility services	PT
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Roadside assistance to the Vehicle*	√
Right to return the Vehicle in the same town	√
Basic Cleaning of the Vehicle	√
Automobile Third party liability	√
Toll Management Service*	√
Damage and theft Waiver	/
Limited Mileage	/
Unlimited mileage	/

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

\*You may find the description of this service in Appendix I

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

Europcar proposes You several additional services as follows:

List of products / services	PT
Baby seat	√
Additional driver	√
Young driver	√
Full Tank	√
One way	√
Refuelling	√
Additional rental days	√
Insurances / other protections	√
Pick up and return service	√
Pick up and return out of hours	√
SAT NAV (also available for motorcycles)	√
Refuelling Service	√
Airport service	√
Roadside Assistance Plus	√

[x]Not Available – [√] Available

Motorcycles	PT
Top Box	√
Extra helmet	√

You may find the price of these products and services in the Recommended Tariff Guide.

**8) WHAT IS INCLUDED IN THE PRICE I PAY?**

The information You provide Europcar with at the time of booking (such as the duration of the rental or Your age or any additional Driver's age) will have an impact on the price You will pay. Any change to that information could therefore mean that the price also changes. The 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, calculated on the basis of 24 hour periods (this will include the standard mobility services above mentioned);
- 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)).

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

**9) WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?**

- **The Deposit:** In addition to the rental price 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 Europcar with some security for any additional charges that may arise during the use of the Vehicle over the Hire Period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization. If you have booked your Vehicle by remote means of communication (website, mobile application or phone), the deposit amount is recalled in the confirmation email that You will have received following your booking. In any case, the deposit amount will be reminded at the Europcar station. Should You need any additional information regarding the deposit, please refer to the paragraph 19 below ("Must I pay a deposit before picking up the Vehicle?");
- Europcar may also charge You for various services or costs that Europcar will have to perform or to bear relating to incidents that may have occurred during the Hire Period and/or how You used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Recommended Tariff Guide attached to Your confirmation email (if a rental reservation is made online) or/and which is provided to You when You pick up the Vehicle at Europcar station or available on the Europcar website.

Such charges and fees include without limitation:

- o Administration fees for handling fines or tolls, up to the amount of €40 per file. Please note that such administration fees are payable in addition to the fine or toll to which it relates and You are fully liable to pay such fines or tolls;
- o Administration fee for handling damages up to €40;
- o Cleaning fees for a Vehicle returned in an unacceptable (more than the contractual use) and/or dirty state;
- o The cost of not returning the accessories and documents provided in the Vehicle (such as warning triangle, fluorescent safety vests, operating instructions, etc.) and/or the accessories that You have chosen to add (such as car seat, GPS, recharging cable to a household socket, etc.);
- o Charges for lost or stolen keys;
- o "Damage" to the Vehicle (any physical damage to the Vehicle or vandalism) and / or "Theft of the Vehicle" (theft of the Vehicle itself or of accessories and / or attempted theft of the Vehicle or any accessories). Your liability for this can be limited according to the type of protection You have elected to take out (please refer to the Europcar Insurance and Protection guide attached to Your confirmation email or available from Europcar branches and/or Europcar websites);
- o All and any fuel used during the Hire Period; o Refueling service charge if you don't return the Vehicle with a full tank;
- o Additional mileage over and above the mileage that is included in the rental charge (if any);
- o Charge for the electronic toll device in case of disappearance or damage;
- o **Late cancellation:** If you cancel your rental within a 48 hours prior to the pick-up time of the Vehicle, a penalty of up to €50 for "Late cancellation" might be applied. The amount of this fee shall not exceed the price of your rental if it is lower. In case of prepaid booking, the prepaid amount will be refunded less a "late cancellation" fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment you have provided. In case of a no prepaid reservation and in the absence of any payment details provided, You remain liable for the "Late Cancellation" fee;
- o **No show:** If you have not cancelled your reservation and you fail to show at the agency to collect Your Vehicle at the pick-up time, a No show fee of up to €95 might be applied. If the price of your rental is lower than the No show fee's amount, the fee will be equal to the price of your rental. In case of prepaid booking, the prepaid amount will be refunded less a "No show" fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment you have provided. In case of a non-prepaid

reservation and in the absence of any payment details provided, You remain liable for the "No show" fee;

- o The following additional specific charges:
  - (i) in pickups and drop offs at airports, a fee of 13%, which is already included in the final rental price, will be applied to the basic rate, for bookings made on the website and at the counter. It will not be applied to any other additional charge;
  - (ii) in pickups and drop offs at railway stations, if applicable,
  - (iii) the cost to return the Vehicle to a Europcar station other than the one from which You picked it up,
  - (iv) the extension of Your rental.

## 10) WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE?

The payment card used for your booking online must be presented at the station agency at the pick-up time. The surname and first name of the cardholder should be the same as the surname and first name of the driver as defined in Article 2 b) Who can drive the Vehicle.

If You benefit from a discounted rate, You should automatically provide proof of this at the station agency. In the absence of proof, Europcar cannot guarantee the application of the discount to Your booking.

When You pick up the Vehicle from the Hirer You will be asked to sign, among other things, a section of the Rental Agreement that describes the Vehicle's condition at that particular time.

If You notice any apparent defect or Damage that is not described on the Rental Agreement then You should ensure a note is made on the document and that both You and the Europcar agent sign the change made to this section.

For tourism vehicles only, where it is not possible to check pre-existing damage to the Vehicle and any Accessories at the time of pick-up, a grace period allows You to notify the pick-up station of any such damage:

- If the vehicle is picked-up before 8:00 pm: You must notify the pick-up agency of any such damage within 2 hours of the start of the Hire Period;
- If the vehicle is picked-up after 8:00 pm: You must notify the pick-up agency of any such damage before 10:00 am the next morning.

In compliance with the above conditions and outside the opening hours of the agencies, you must report this damage

by email, [reservas@europcar.com](mailto:reservas@europcar.com), specifying your contact details, vehicle registration, the number of your rental agreement, the description of the damage(s) and attach photographs of the damage(s).

Failure to request the above mentioned notice for this additional apparent defect or Damage, Europcar is entitled to assume that You have accepted the Vehicle in the condition set out on the Rental Agreement and to charge You for any new Damage that could be noted by You and the Europcar agent when the Vehicle is inspected at the time of its return.

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

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

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

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

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

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

Europcar shall give You a document where Europcar declares that the Vehicle was regularly returned to Europcar ("**Statement of Return of the Vehicle**").

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

### **b) "Out-of-hours" return Service**

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

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

In stations offering "out of hours" return services, the above-described procedure (see point 11)-a)) was adapted to enable these stations to offer this service in the best possible conditions.

In particular, you are to declare any incident and/or Damage that affects the conditions of the Vehicle on the document that will have been hand in to you to that matter when you picked up the Vehicle.

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.

Once the inspection is made and in the absence of damage, Europcar will send You the Statement of Return of the Vehicle.

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

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

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

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



## d) Late return of the Vehicle

In the event that the Vehicle is not returned on the date shown on the Rental Agreement, and if a period of 24 hours elapses without there being any news regarding the delay in its return, Europcar is entitled to:

- regard the Vehicle as having been unlawfully appropriated and shall report this to the competent local authorities;
- charge You the rental charge for each day that You keep the Vehicle beyond the expiry time and date, plus a compensation equal to twice the payable amount, 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;
- 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;
- start legal proceedings in order to claim the immediate return of the Vehicle.

Please note that, in such case, protections and additional contractual services would have no effect.

## 12) DAMAGES TO THE VEHICLE

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

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

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

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

- Light Damage (minor insubstantial damage caused to the Vehicle without altering its delivery to the rental and permitting its movement in accordance with the provisions of the Highway Code such as, for instance,

without being exhaustive: small scratches; light impacts on windshield), is charged according to the to the Recommended Europcar price list available in any Europcar station and on our website at the following URL address:

[https://www.europcar.pt/files/live/sites/Europcar.pt/files/contributed/Docs/PT-LDAS\\_Matrix.pdf](https://www.europcar.pt/files/live/sites/Europcar.pt/files/contributed/Docs/PT-LDAS_Matrix.pdf), Light

Damage Recommended Prices, which includes vehicle immobilization costs, along with damage administration fees.

- Any other damage not included in the above mentioned Recommended price list and/or other more Serious Damage (substantial Damage impairing the delivery of the Vehicle rentals and requiring its temporary immobilization for repair such as, for instance, without being exhaustive: damages bodywork) will be evaluated by an expert and charged according to the expert's report or a cost estimation made with an auto repair garage.

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

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

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

- o Statement of Return of the Vehicle describing all Damages identified;
- o pictures of Damages;
- o an estimate (quote) of the costs of repair that will vary depending of the nature of the Damage (see above, article 12)-a) paragraph 2) and the Vehicle immobilization and administration fees for the treatment of the Damage.

You will be able to challenge Damages identified and their invoicing within 14 calendar days after the sending (by email or regular letter) of the documents, at the following address: [damage.pt@europcar.com](mailto:damage.pt@europcar.com) or Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos.

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

### c) Common rules

Please note that depending upon the Damage suffered by the Vehicle and the type of protection You have subscribed to

with Europcar (see the Europcar Insurance & Protections Provisions attached to Your confirmation email or available from all Europcar stations and/or on Europcar's websites) You may or may not be charged for the full or for the partial amount of the cost of repair.

In any case, you will be able to challenge Damages and their invoicing by acting before the competent jurisdictions pursuant to dispositions of article 23 ("*What happens in case of dispute related to my rental?*").

### **13) WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?**

During Your rental you must take any protective actions necessary 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.

The Vehicle is provided to You with tyres in a condition and number meeting the traffic-legislation requirements. In the event of damage to one of them other than by ordinary wear and tear, latent defect or force majeure, You undertake to replace it immediately at Your own expense with a tyre of the same size, type and brand.

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

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

If You rent an Electric Vehicle, You must also use only the cables supplied by Europcar for recharging. Any recharging carried out with any other cable may engage Your responsibility in the event of damage arising as a result.

If You rent a cable from Europcar that also allows recharging from a domestic socket (additional service), You must ensure that your electrical installation complies with the standards in force and the requirements defined by the car manufacturer before proceeding with any recharging. Failing this, and in the event of damage, You will be held liable.

### **14) WHAT SHOULD I DO IN CASE OF ACCIDENT, MECHANICAL BREAKDOWN OR THEFT?**

- 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, as soon as You will have been aware or You will have the capability and within five (5) business days at the latest, You shall (i) report the accident to the Europcar pick-up station (or the assistance service) and call 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 the one displayed inside the windshield of the Vehicle.
- In case of theft of the Vehicle, You shall provide Europcar with a copy of the report of theft filed before the local police authorities within two (2) business days with the keys and official papers of the Vehicle if those have not been stolen.

### **15) WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?**

You will receive an invoice once all elements of Your rental have been settled and no earlier than the day after the Vehicle return date.

You will pay or be charged the full amount in one or in several lots depending on the situation.

- You may decide to prepay (prepayment of your booking made online, via our call center or at the Europcar station) Your rental which will include the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional mobility services. Your means of payment will be debited by the agreed amount. You will receive an invoice or a receipt for that prepayment. In addition, the prepaid amount will be mentioned on the final invoice and deducted from the eventual total amount (still) to be paid;
- If You decide not to prepay Your rental at booking time, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or protections You decide to take out before You take the Vehicle away will be shown on the Rental Agreement that You will have to agree and sign before picking up of the Vehicle. The final and global cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period.

Any additional fees or charges will be charged when You return the Vehicle (if they can be calculated at that time).

If You have incurred extra costs such as fines or tolls or caused Damage to the Vehicle identified without your presence. In this case, all these administrative fees (damage management fees, fines and tolls administrative fees), Europcar will charge You, when Europcar becomes aware of them.

In this respect, you will have a fourteen (14) days period starting from the date of sending (by email or regular letter) of the notification of billing to challenge and justify not being the author of the fees at the following address: [damages.pt@europcar.com](mailto:damages.pt@europcar.com) or

Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos.

In case of no objection or justification from You within the aforementioned period, the amount of these administrative fees will be charged.

Your invoice will be sent to You electronically to the email address that you have provided us for that purpose. If You refuse to receive your final invoice electronically You can elect to receive paper invoice.

In addition, if the due date of payment shown on the invoice has expired, You explicitly agree that:

- the immediate maturity of all outstanding bills, and the cancellation by right of the Rental Agreement; and
- that Europcar have the right to demand immediate return of Vehicle;
- That You will have to pay interests at the legal rate.

If the Rental Agreement is signed under a Corporate Agreement, the company is jointly liable with You for the payment of the invoice.

## 16) WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### a) Modifications

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

Please be aware that new rental prices may apply if You modify Your booking and You should always use the same communication channel that You used when booking the Vehicle in the first place. Alternatively, You can call our Call Centre on 21 940 77 90 (price of a local call).

### b) Cancellation and No show

- o **Cancellation** – You can cancel Your booking free of charge provided that You have given Europcar at least

48 hours' notice before the rental is due to start;

- o **Late cancellation** – If You cancel giving Europcar less than 48 hours' notice, a penalty of up to €50 might be applied. The amount of this fee shall not exceed the price of Your rental if it is lower. In case of prepaid booking, the prepaid amount will be refunded less a late cancellation fee. In the event of a non- prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, you remain liable for the late cancellation fee;
- o **No Show** - If you have not cancelled your booking and fail to come to the Europcar station agency to pick up the Vehicle at the time scheduled, a No show fee of up to €95 might be applied. If the price of Your rental is lower than the No show fee, the No show fee's amount will be equal to the price of Your rental. In case of prepaid booking, the prepaid amount will be refunded less a late cancellation fee. In the event of a non-prepaid reservation, the penalty will be deducted from the mean of payment You have provided. In case of a non-prepaid reservation and in the absence of any payment details provided, you remain liable for the "No show" fee, unless "Force Majeure" (as defined here below) can be proven;
- o Under this section, You will not be held responsible in the event of cancellation of the reservation or failure to pick up the Vehicle due to the occurrence of an event of Force Majeure.

Legally, there is Force Majeure when an event beyond Your control, which could not be reasonably foreseen at the time of the conclusion of the contract and whose effects cannot be avoided by appropriate measures, prevents You from executing the rental contract. If You invoke it, it will be up to You to establish that the event actually constitutes a case of Force Majeure.

Please note that strikes, delays or cancellations of Your means of transport (train, plane, etc.) are not considered events of Force Majeure and do not exempt You from additional costs for late cancellation or no show.

## 17) WHAT IF I WANT TO EXTEND MY RENTAL AGREEMENT?

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

- Give a call to the Europcar station of check-out;
- Go to the nearest Europcar station;
- Carry out a check of the Vehicle together with a Europcar agent;
- Sign an amendment to the Rental Agreement or a new

Rental Agreement, according to the situation;

- If You want to change your rental conditions, besides signing a new Rental Agreement, You will have to pay the former rental and additional charges.

If You don't comply with the above mentioned conditions and keep the Vehicle, the terms of article 11 d) "Late Return of the Vehicle" will apply.

## 18) WHAT IS THE FUEL POLICY?

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

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

### 18.1. Thermal and/or hybrid vehicle (as far as the fuel part is concerned)

Two options may then be made available to You:

#### 18.1.1 Full to full

We provide You with a Vehicle with a full tank of fuel. You have to return the Vehicle with a full tank of fuel.

- If You return the Vehicle with a full tank of fuel: You pay nothing for either refueling charge or fuel.  
To consider the tank is full, the visual level of the gauge will be used as a proof of full tank. The tank is considered full if the fuel is at maximum level.
- If the Vehicle is not returned with a full tank of fuel: You will be charged for the cost of the missing fuel. Please note that the price per liter and fuel type will be communicated by Europcar's agents at the agency when returning the Vehicle.

If more than seven liters are missing when You return, You will be charged for an additional refueling service charge (please refer to the Recommended Tariffs Guide). If less than seven liters are missing when You return, you will not be charged for an additional refueling service charge.

#### 18.1.2 Refundable Full Tank Option

- At pick up You have the possibility to pay for the price of a full tank of fuel, which will depend on the Vehicle category.
- If you return the Vehicle with a full tank of fuel (proof of refuelling may be required) then Europcar will reimburse you the price of the full tank of fuel paid at pick up.

If you return the Vehicle with a fuel tank that is not full to its maximum capacity, Europcar will not reimburse You for any unused fuel.

### 18.2. Electric and/or plug-in hybrid vehicle (for the Electricity part)

In the case of rental of an electric vehicle, the Vehicle will be returned to you with a minimum charge level of 95% on departure from the rental agency, and no minimum charge level will be required on return of your Vehicle.

If you are renting a Plug-In Hybrid (gasoline/electric) Vehicle, the Vehicle will be returned to you upon departure from the rental agency with a full tank of fuel and a minimum charge level of 80%.

When you return the Vehicle, as regards the fuel, the provisions set out in 1/ above will be applied depending on the option you have chosen.

With regard to electricity, no minimum charge level will be required when you return your Vehicle.

## 19) MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?

When You pick up the Vehicle, You grant a credit card authorization for a deposit.

The deposit is intended to cover additional rental costs.

If You have paid for your rental in advance, the amount of the deposit is:

- €100 for vehicles booked reserved with a protection which reduces the damage excess to €0;
- €300 (or the equivalent in local currency) for passenger tourist vehicles;
- €800 (or the equivalent in local currency) for vehicles booked reserved with Keddy by Europcar.

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 the deposit amount.

In any case, the final amount is specified in the confirmation email sent to You at the time of your booking and in the Rental Agreement. Please note that for prepaid booking, if You subsequently make additional purchases at the desk, the amount of these additional sales shall be added to the sum of the deposit.

If no additional rental costs are identified, then the deposit will be refunded within the period agreed between You and Your bank.

The deposit shall be executed by You or any authorized driver and You shall use the same credit card that was used by You at the time of the booking.

## 20) CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?

If You are a foreign hirer holding a Visa or MasterCard credit card (with a base currency other than 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.

## 21) HOW EUROPCAR IS PROCESSING YOUR PERSONAL DATA?

Europcar Internacional – Aluguer de Automóveis, SA., (or “Europcar”) with registered office at Rua dos Malhões, n.º2 - 3º Direito, Edifício Q55-D. Diniz, Quinta da Fonte, 2770- 071 Paço de Arcos is the "Data Controller" of your Personal Data collected and processed via its website, its mobile applications, or its rental agencies in order to offer you mobility solutions.

As a provider of mobility solutions, Europcar collect and process various categories of Personal Data as your identification data, information about additional driver (if applicable), information about your payment mean, information about your reservation.

If the vehicle that you rent is a connected vehicle, we collect different data related to this vehicle like its status, damage or accident information, vehicle performance data, operational and diagnostic data, mileage information, acceleration and

braking speeds, vehicle location and other vehicle information. For any information regarding the data processing of Europcar's connected vehicles, please consult the dedicated Privacy Policy.

Europcar process various categories of Personal in order to provide you with our products and services in particular for the following purposes:

- Management of your reservation and rental contract based on the execution of the rental services contract that you enter into with us;
- Checking of your driver's license, this processing is necessary for the performance of the rental contract;
- Fighting against fraud and preventing risk of unpaid orders, these processing activities is based on Europcar legitimate interests in protecting ourselves against credit card fraud and to preventing risks.
- To manage and maintain personal data of a list of customers who pose certain risks to our business and/or personnel, based on our legitimate interest, with regard to:
  - Payment incidents resulting in legal proceedings;
  - Traffic accidents or repeated damage;
  - Inappropriate or abusive behaviour towards our employees or our customers;
  - Use of our vehicles in breach of the general hire conditions.

If you appear on this list of at-risk customers, your booking request will be rejected. You can contest this decision by sending an email to the following address: [apoio.clientes@europcar.com](mailto:apoio.clientes@europcar.com).

In case of lack of payment, Europcar may also give the personal details to the ARAC – Associação dos Industriais de Aluguer de Automóveis Sem Condutor (“ARAC”), based on your consent, in order to include them in their defaulting customer's database who may pass the details on to any of its members to help such members decide whether they will accept You or any named driver as a customer:

- Conducting business development and marketing activities, including:
  - sending emails and SMS notifications about special offers and promotions; these processing activities are based on your consent;
  - recording your rental history to suggest our products and services to you when you search for new bookings or to send you special offers and benefits;
  - managing your loyalty program and membership card; this processing activities are based on your consent;
  - sending emails about a booking we have not completed or about the status of your booking requests. This processing activity is based on our

legitimate interest to simplify and speed up the reservation process for our customers.

Your personal data are kept for different periods of time, depending on the purposes of the processing concerned.

The recipients of such data are only companies that are part of the Europcar Group as well as franchisees. Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of protection Data Protection Authority laws and regulations. In any case, we have implemented appropriate protection measures to protect your personal data in accordance with data protection regulations.

For more information about the countries to which your personal data may be transferred, their level of data protection and the potential protective measures implemented, please consult our privacy policy.

Please be aware that in accordance with the applicable law, you may be entitled to the right to access, rectify, oppose, limit and erase your Personal Data. You can also withdraw your consent at any time, when the processing activity is based on consent.

You may exercise these rights via e-mail to [dpo@europcar.com](mailto:dpo@europcar.com) or via letter addressed to Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos.

You can also submit a complaint to a Supervisory Authority. In Portugal, the Supervisory Authority is Comissão Nacional de Proteção de Dados located at Av. D. Carlos I, 134 - 1.º 1200-651 Lisboa or on the website: <https://www.cnpd.pt/>.

For more information about our processing activities, you can consult our privacy policy available on [www.europcar.pt](http://www.europcar.pt).

## 22) ARE THE VEHICLES EQUIPPED WITH ELECTRONIC DEVICES?

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

- To manage the rental journey (delivery, collection, vehicle maintenance, billing, 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 period, or if the Vehicle is used outside of the authorized 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.).

This information can 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.

Under no circumstances should you unilaterally disconnect the equipment installed in the Vehicle. In the event of uninstallation and/or non-return of this equipment, Europcar may charge you additional fees in accordance with the penalties set out in the Recommended Tariff Guide and in the article "Damage to the Vehicle" of these T&Cs.

## 23) WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?

### 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 Portuguese citizen and You pick up the Vehicle in Portugal, the applicable law will be the Portuguese 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 address: [apoio.clientes@europcar.com](mailto:apoio.clientes@europcar.com) or Rua dos Malhões, nº 2 Piso 3 – Direito, Edifício Q55 - D. Diniz, Quinta da Fonte, 2770-071 Paço de Arcos.

### c) Notifications

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

The parties equate to the manuscript signature affixed on the document digitally or by any biometric, digital or electronic means the same probative force of a handwritten document.

### d) Alternative Dispute Resolution

**Cross Border Dispute.** If the country of rental and Your

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

Indeed, Europcar has subscribed to the scheme of 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.

**National Dispute:** If You are resident in Portugal and the rental took place in Portugal, we inform You that the following Alternative Dispute Resolutions Entities are available:

More information in the Consumer Portal at <http://www.consumidor.pt/>.

#### e) Jurisdiction

Either You or Europcar can submit the case to the competent court which is either the courts of Your main residence or the courts of the country of rental. You may also apply to an alternative dispute resolutions entity available at <http://www.consumidor.pt/>. Please note that Europcar is not linked to any of these entities, except regarding consumer conflicts up to the amount of € 5.000.

#### f) Contractual documents

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

- The Rental Agreement and its conditions,
- These T&Cs and their exhibits,
- The Europcar Insurance and Protection guide,
- The Recommended Tariff guide,
- The confirmation email that You receive when booking a Vehicle.

#### 24) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

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



## APPENDIX 1

### ROADSIDE ASSISTANCE TERMS & CONDITIONS

For the duration of the Hire Period as agreed with Europcar, You benefit from an around the clock breakdown service linked to the use of the Vehicle in the rental country.

The breakdown service comprises, amongst other benefits:

- 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 vehicle within a radius of 50 Km, if the vehicle cannot be repaired on the spot (N.B: the rental agreement will continue to run until last day of the rental as originally agreed);
- Transportation of the beneficiaries to the rental station where the replacement vehicles is to be made available;
- If no replacement vehicle can be identified:
  - o either a hotel room with breakfast for one night, within a limit of EUR 60 per person;
  - o or transportation by taxi or train to the domicile or destination in Portugal or to the point of departure from Portugal for non-residents. This benefit is provided up to €60 per beneficiary.

This service, provided that you are not in any of the exclusion cases provided below, is available at no extra cost within Portugal.

#### Exclusions cases

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: €200 to €350;
- Running out of fuel: €200;
- Wrong fuel, but without mechanical or engine damage: €380 to €500, including trailer;
- No fuel: €200;
- Low battery caused by negligence of the Client: €200;
- Puncture and/or damage that affects only the tyres: €130 to €300 + Billing DAF (fee EUR 36.90) surcharge.

You may cover these occurrences by subscribing the **Roadside Assistance Plus** service, for the cost described in the Recommended Tariff guide.

You can benefit from a free breakdown service abroad by purchasing the **Emergency Management Service abroad cover**, which also includes the Roadside Assistance Cover.

#### The breakdown service excludes in any case:

- Any incidents or damage resulting from taking part in

sporting events, rallies or any type of competition

- Assistance for vans rented in Portugal which have been taken abroad.

### TOLL MANAGEMENT SERVICE

By signing the Rental Agreement, You automatically and compulsorily subscribe to the Toll Management Service, in accordance with the legislation in force, which ensures the timely payment of the toll fees owed by You for the use of road infrastructures (Portuguese highways and bridges), with you being the sole responsible for the full payment of the toll fees during the term of the Rental Agreement.

This service implies that Europcar will proceed with the payment to the Toll Collection Entities of the toll fees that are due for the use of the Vehicle during the term of the Rental Agreement and charge them to Your credit card, at the Europcar account, together with the related costs associated with the Toll Service. Said debits will be made as soon as Europcar is notified of all applicable amounts and fees by the Toll Collection Entities, at which time, for all purposes, the Rental Agreement is considered fulfilled and terminated. Failure to accept this service means that you will not be able to hire a Europcar vehicle.

If you refuse or prevent Europcar from anyhow receiving the payment corresponding to the toll fees or other associated costs, you will be deemed to have failed to comply with the obligation arising from the Rental Agreement, thereby incurring contractual liability for breach of the Rental Agreement.

In case You don't use the road infrastructures equipped with electronic tolls, during the Contract, the costs associated with the toll Service will be refunded at the end of the Contract.

- I acknowledge that the vehicle may be equipped with a GPS that may be used in case of contractual infringement, theft or crossing of borders.
- In case of non-compliance, I authorize my personal data to be communicated to ARAC, for inclusion in a database for non-compliant clients and subsequent communication to associate companies.
- I want to receive tailored marketing messages from Europcar's trusted partners, who operate mostly in the areas of hospitality and aviation, and allow the transfer of my personal information for that purpose. The list of partners is available at [https://www.europcar.pt/files/live/sites/Europcar.pt/files/contributed/Docs/Privacy\\_Policy\\_Europcar\\_Portugal-EN.pdf](https://www.europcar.pt/files/live/sites/Europcar.pt/files/contributed/Docs/Privacy_Policy_Europcar_Portugal-EN.pdf) and is merely indicative.

I have read and agreed on the T&C,





# GENERAL TERMS & CONDITIONS



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