



Car rental in Europe



European Consumer Centre France

ECC-Net

Le guide du consommateur européen

Moving freely around during your holidays thanks to a rental car! It's a good idea, but some advice are useful to rent in peace.

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When you make a reservation

What to be aware of when renting a car?

Please take your time to **compare the different rental offers** according to your needs, availability and place of your stay.

Some special offers may considerably reduce the amount of your rental - reservation in advance, promotional offers for week-ends and so on -. Also, the airline companies often offer rates, which are negotiated with rental companies.

You can directly reserve a vehicle via rental companies' websites, local agencies, airline companies or travel agencies. In the latter case, the agency arranges the rental with the rental company on behalf of your name. You must pay much more for such a service, but you have nothing to manage. Besides, should a problem arise you will directly be able to lodge a complaint against the agency - theoretically, there is no language barrier -.



Let us remind you to be well-informed about the traffic rules and the applicable speed limits before driving abroad!

Attention: no right to withdraw for distance rental contracts!

In the event of distance selling, e.g. via internet, the consumer can benefit from a right to withdraw most of the time. His period depends on the law applicable in the different EU Member States - 7 days in France - .

However, **some services are not included in this scope of applications**: it notably concerns transport services provided at a set date or during a determined period.

Therefore, **right to withdraw does not apply to vehicle rental contracts**. Once the vehicle has been reserved you cannot withdraw and the sums you already paid cannot be reimbursed.

Tip

Be careful:

- **about the availabilities and models of the rental car** in order to be sure that it will meet your needs - number of passengers, size of the boot and so on -. If the reserved model does not correspond - for lack of availability - to the one you lend in the end, you need not to pay more for an upgrade vehicle. On the other hand, in the event of a lower range vehicle the price must be readjusted.
- **about the age restrictions** for driving the car
- **about the terms and general conditions of reservation of the rental company**: minimum rental period - some hours or one day - reservation time - it may vary from a couple of hours before vehicle collection to several months in advance - coverage of the geographical area - possibility or not to drive to another country than the visited one -
- **about the further options** which are invoiced in addition to the reservation - child car seat, additional driver, GP, and so on -
- **about extra fees** - specific tax in case of car rental at the airport or local tax, called “road tax”, and so on -
- **about the possible drop-off fees** at a different location
- **about the possible cleaning costs**
- **about the different insurances included in the rental**
- **about the limited or unlimited mileage**: for “long distance” journeys it is often better to choose for an unlimited mileage
- **about means of payment**, which are accepted
- **about other means of transport** of the visited country

Good to know

For the online reservation you can usually choose your native language. But **on the spot, most of the time the contract will be drawn up in the language of the visited country.** So, one must be extra vigilant.

This contract in a foreign language instead of the pre-reservation contract will be taken into account in the event of a dispute instead of the pre-reservation contract. You should absolutely **keep a copy** of it!

There is no obligation within the EU countries to issue a contract in the language of the foreign consumer.

When you sign a rental contract

What are the general terms and conditions of the contract?

Before being bound, just think of reading carefully the rental contract. You should **print your reservation confirmation, as well as the general terms and conditions of the contract of the rental company.**

It is advisable to check that the contract includes the same information as listed when the reservation was made.

Do not sign any contract you do not understand!

An inventory of fixtures must be drawn up in presence of an employee of the rental company before you leave with the vehicle. You should demand an inventory of fixtures before collecting the vehicle: any damage must be reported in writing on the rental contract - scratches, bumps, and so on -. It is advisable to check that the optional equipment you booked - GPS, radio, child car seat, and so on - are available. You should also check the level of fuel. **If possible take pictures of noticeable damage.**



Your level of protection is defined by the terms relevant to the rental drawn up in your rental contract. Therefore, it is extremely important to **check that the elements you selected at the time of the reservation are clearly shown on the contract.**

Check the insurances policies you selected! If any doubt arises, you should opt for a fully comprehensive insurance.

Reminder: civil responsibility - which covers physical injuries as well as property damage caused to others - **is compulsory**. Therefore, it is apparently included in the rental price.

Usually, high excess charges are provided for in car rental contracts in the event of a problem - even for a scratch -. Therefore, it is advisable to be informed about the additional insurance that will enable to reduce the liability.

If you intend to hand over the wheel to a third party, make sure to check that you took out an insurance for this second driver. It will be invoiced extra, but in case of an accident it may be useful. If you don't have one, the damage caused by this additional driver may not be covered by the insurance company.

Good to know

Acronyms to know to take out an additional insurance:

- **LDW/ CDW/Super CDW:** Loss/Collision Damage Waiver - contractual guarantee for damage to property -
- **TP - Theft Protection -/TW - Theft Waiver -/TPC -Theft Protection Coverage -:** guarantee in case of theft
- **SLDW - Super Loss Damage Waiver -:** damage and theft package
- **PAI/PI - Personal Insurance -/SPAI - Super Personal Accident Insurance -:** additional insurance for transported people - in the event of an accidental death, physical injuries and medical fees - and thefts of personal effects
- **PEP - Personal Effects Protection -/ PEC - Personal Effects Coverage -:** insurance in case of theft of personal effects
- **FUEL OPTION:** Option to buy fuel - no need to fill up the vehicle before returning it or with the same level as when you picked it up -

Tip

Important : if you paid for your rental by credit card, you should ask for information about the guarantees and insurances included in your credit card before leaving and the conditions for their application. Indeed, some guarantees may be provided for in case of damage or theft of the vehicle. In case of payment for the vehicle rental with some credit cards - higher categories - you may be proposed a complete repurchase of the excess charge.

Petrol, parking fees, drop-off delay and other minor costs:

usually the credit card institutions allow the rental car company to invoice an extra charge - when the vehicle drop-off did not occur with the same level of petrol -, parking fees or drop-off charges in case of delay.

Damage, theft and other important amounts:

In principle the professional is only allowed to make later a direct debit if you explicitly agreed to this after the event occurred.



In case of damage or theft, the rental car company must notably provide you the following elements:

- a copy of the rental contract
- an estimate or an invoice of the repairs made out by an authorized repairman
- the debit acceptance via your credit card in case of damage or theft

In case of unjustified debit, do not hesitate to ask your credit card company for information.

Do not forget to read the terms and general conditions of assistance again in case of problem - emergency number, right to a substitution vehicle, and so on -.

Security deposit

Some rental companies ask you to make a security deposit usually corresponding to the amount of the excess charge. This sum aims to cover the potential damage to the rented vehicle.

Rental conditions

The required age varies according to the rental companies and the category of the vehicle. As a general rule the minimum age for rental varies from 18 to 21 years, depending on the category of the vehicles - sometimes 23 years if the rental is paid by cheque or in cash -. You also must have been holder of a valid driving licence for 1 or 2 years at least- delivered by a Member State, i.e. mutually recognized within the EU -.



The majority of the rental companies apply young driver surcharge for drivers under 25 years old.

Fuel

You will have to return the vehicle with the same level of fuel as when picked-up. If this is not the case a higher fuel cost will be invoiced by the rental company for the lacking fuel - this is not illegal as long as the price for the fuel is displayed at the company -, as well as filling costs.

The option “to buy fuel” is available at some rental companies. You buy the full tank before leaving. Make sure to be informed about the option you took out: one must know if the unused quantity of the full tank is reimbursed or not by the rental company.

Think of keeping your receipt for your tankful in case the volume would be contested.

During the rental

What to do after you have had an accident?

Fines and contraventions

Fines, as well as administrative costs, will be the responsibility of the vehicle user.

If you must pay for a contravention, please refer to the general terms and conditions for your rental, in order to check the amount of the administrative costs you will have to pay.



In the event of an accident or a vehicle theft

You should refer to the general terms and conditions for your rental and report to the rental company immediately.

An accident statement must be filled out and transmitted to the rental company.

If repairs are necessary, do not hesitate to ask your car mechanic for an estimate. This will enable you to possibly protest to the rental company about unusually high costs.

For further information, in French, please look at the information sheets of ECC France on our website: <http://www.europe-consommateurs.eu/fr/vos-droits/auto/accidents/>

In case of theft, you should lodge a complaint and return the keys and papers of the vehicle.

Your responsibility will be limited to the amount of the excess charge if you took out an insurance in case of damage and-or vehicle theft (see page 7).

Tip

You should always ask for a guide on the general terms and conditions of the rental enclosed with a pricelist usually available at the rental company, in order to check if the applied rates correspond - fuel, young drivers insurance, administrative costs in case of fines, mileage prices, drop-off fees at another location as the one initially foreseen -.

When the vehicle is returned

What must be observed for a return in due form?

The vehicle must be dropped off at the location initially foreseen on the rental contract. An extra cost will be applied if the vehicle is dropped off in another location.

The vehicle and the keys must be returned to an authorized employee of the company at the opening hours and at the agreed time of return. Let the professional sign the return document by way of proof.

Should you fail to return the vehicle at the opening hours, you would be responsible for it until the opening hours of the following day.

It is advisable to follow the return procedure of every car rental company beyond the opening hours.

Good to know

Some car rental companies use letterbox for the return. If this is the case, so take some pictures of the vehicle at the time you drop it off. So the car rental company cannot let you bear possible repair costs for damage that might have occurred after return of the car.

Get back all the receipts relevant to the payment (above all those signed by yourself: a receipt of credit card for instance) left with the professional as a “guarantee of payment” (above all those signed by yourself: a receipt of credit card for instance).

Tip

Keep carefully all the invoices, the rental contract and the correspondence in the event of complaint against the company.

Contact

For any question or in case linked to an accident in another EU country, Iceland or Norway, do not hesitate to contact the ECC-Net.

The European Consumer Centre Network offers free information on consumer rights in the EU and advice in extrajudicial cross-border consumer complaints.

The network of 29 centres in Europe, Iceland and Norway is working together to resolve cross-border consumer disputes through out-of-court resolution mechanisms.



For first line advice or to submit a cross-border complaint please contact your local European Consumer Centre: http://ec.europa.eu/consumers/redress_cons/docs/ecc_network_centers.pdf



EURO-INFO-CONSOMMATEURS



An independent French-German consumer association offering quality service.

**Rehfusplatz 11
77694 KEHL
Germany**

**Tel : (0049) 7851 991 48 0
Fax : (0049) 7851 991 48 11
E-mail : info@euroinfo-kehl.eu**

Strasbourg/Kehl

One address - Two services



**European Consumer
Centre France**



**European Consumer
Centre Germany**

N° Indigo 0 820 200 999 (0,09 €/min)

www.euroinfo-kehl.eu

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