

GENERAL RENTAL TERMS AND CONDITIONS

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Europcar

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PREAMBLE

Thank you for choosing Europcar!

Europcar SA is a limited liability company (limited company), incorporated under Belgian law, with its registered office at Avenue Louise 231, 1050 Brussels. Europcar SA is registered in the Brussels register of legal persons under number (VAT BE) 0413.087.168 (hereinafter referred to as "**Europcar**").

In accordance with these General Terms and Conditions of Rental, Europcar undertakes to:

1. You (being the person named in the Rental Agreement - as defined below - and who signs it) rent a Vehicle (passenger or commercial) for the period specified in the Rental Agreement (the "Rental Period") including any accessories that you wish to rent and which will also be mentioned in the Rental Agreement;
2. Provide certain mobility services, which are available in all our rental properties, and other services which will be offered to you at an additional cost.

The Rental Contract will commence at the time of signature of said contract by both Europcar and you. Unless prior written agreement has been reached with Europcar, the term of validity of the said contract may under no circumstances exceed 12 months.
The contractual agreement between you and Europcar is governed by the following documents:

1. The Rental Contract (i.e. the document that you sign at the time of collection or on the first day of the Rental Period) and the special conditions relating to the products or the Vehicle that You have chosen;
2. The confirmation e-mail (showing your advance booking);
3. Europcar's General Terms and Conditions of Insurance and Protection;
4. The Price Guide (available on our website via the following link: https://www.europcar.be/en/terms-and-conditions/europcar-rates
5. These General Terms and Conditions apply to all the documents mentioned above;

In the event of any contradiction in the content of the above documents, the conditions of the document cited first shall prevail over those of the following document.

ARTICLE 1 TO WHOM DO THE GENERAL TERMS AND CONDITIONS OF RENTAL APPLY?

The General Terms and Conditions of Hire will apply to you, the person liable for payment of the Hire and additional charges (and who will also be the driver where applicable), and to any (other) driver expressly designated in the Hire Contract and therefore authorized to drive the Vehicle.

All the persons named in the Rental Contract will be jointly and severally liable for the payment of all the costs resulting from the Rental Contract, except where the costs cannot be charged to you.

ARTICLE 2 WHO CAN HIRE A VEHICLE AND WHO CAN DRIVE IT?

a) Who can rent?

All individuals:

Wettelijk in staat zijn om een overeenkomst met Europcar aan te gaan en bereid zijn om de verantwoordelijkheid voor het voertuig tijdens de Huurperiode op zich te nemen; en beschikken over een Legally capable of entering into a contract with Europcar and prepared to assume responsibility for the Vehicle throughout the Rental Period; and
Having one of the means of payment accepted by the local Europcar branch (see table below) to pay for the rental of the Vehicle and any additional costs;

Payment methods accepted by Europcar in Belgium	Payment methods accepted by Europcar abroad
Credit card (the amount of the transaction will be blocked on the card and debited afterwards): VISA, MASTERCARD, DINERS CLUB, AMERICAN EXPRESS and JCB	The rules and procedures for accepting methods of payment vary depending on the country where You hire the Vehicle. We strongly advise You to check in advance with the rental station abroad to ensure that the method of payment used by You will be accepted.
Europcar Charge Card	
Purchase order	
Voucher	
Cash (only for cars in the MINI, ECONOMIC & COMPACT categories) - Payment by CASH does not exempt you from blocking the deposit by credit card.	
Betaalmethoden die niet worden geaccepteerd door Europcar	
Maestro/Ecard, Electron, V-Pay, Travellers Cheques & Gift Cards	
Debit/payment cards (the amount of the transaction is immediately debited from your card, including cards marked "DEBIT" issued by a non-accepted network). Debit cards (Bancontact VISA/Mastercard) are not accepted	
Prepaid cards (and other cards not linked to a bank account, including "PREPAID" cards issued by a non-accepted network)	
Virtual cards, Apple Pay & Google Pay	

The credit card used for the prepayment and which is in the name of the driver will be physically presented by the Customer when the Vehicle is handed over. This same card will be used to block the deposit and must remain valid until the Vehicle is returned and at least 30 days after the end date of the rental contract. Virtual and dematerialized cards are not accepted.

And

Can present a valid identification card listed in the table below:

Documents required by Europcar	
Identity card or passport (dematerialized identity cards or passports are not accepted)*.	√
A valid **driving license** in Latin, issued at least 12 months previously, corresponding to the category of vehicle hired. International driving license (valid for 3 years) or an official translation for driving licenses issued outside the European Union and not written in the Latin alphabet, must be accompanied by the national driving license corresponding to the category of vehicle hired. Driving licenses issued in the People's Republic of China will be accepted if accompanied by an English translation produced by Europcar China. This document is only valid for rentals in France, Germany, Belgium, UK, Spain and Portugal (the international driving license is strongly recommended by the European authorities).	√
Proof of address, return air/train ticket.	●

[√] Mandatory – [●] Optional

* * Statements of loss/theft, provisional or dematerialized driving licenses will not be accepted.

b) Who can drive (the "Driver")

Both the main driver and the approved driver(s) must be at least 19 years old when the contract is signed. The age limits will vary according to the category of vehicle chosen (see "Age limits by category of vehicle").
Authorized Driver of a Vehicle means any natural person who meets the following requirements:

- Be expressly included in the list of drivers and fully identified in the rental agreement (this may also be yourself);
- Have a valid driving license, issued at least 12 months before renting the vehicle and complying with Belgian legislation;
- For the hire of certain luxury cars (vehicles in the Premium, Luxury, Prestige (special cars) and Selection categories): a valid driving license, issued at least 24 months prior to renting the vehicle and complying with Belgian legislation.
- Have a valid identification document (national identity card or passport) that complies with Belgian legislation;

Only you (insofar as you are included in the list of drivers) or the driver(s) approved by Europcar for whom you also remain responsible, as provided for in Article 1384 of the Civil Code, will be authorized to drive the vehicle. If you do not comply with these provisions, you will be considered uninsured and not covered.

c) Who can't drive?

Any person not designated in the hire contract will not be authorized to drive the Vehicle. The same applies to any person who cannot produce a valid identification card as mentioned in sections 2 a) and 2 b).
If you allow an unauthorized person to drive the Vehicle, this will be considered a breach of the General Terms and Conditions of Hire and you will be liable for any consequences, including liability to Europcar for damages caused by you and/or an unauthorized driver. In such a case, neither you nor the unauthorised driver will be covered by the protections offered by Europcar. Only Civil Liability insurance will apply. In the event of non-compliance with the above provisions Europcar reserves

the right to charge a penalty for noncompliance with the T&C Violation Fee, the price of which is set out in our Tariff Guide available on our website: https://www.europcar.be/en/terms-and-conditions/europcar-rates.

ARTICLE 3 WHERE CAN I DRIVE THE VEHICLE?

You can only drive a passenger car or a commercial vehicle in Belgium.

By taking out the Cross Border Fee (CBF), You are authorised to travel in the following countries (taking into account the increased risk of theft, the following restrictions will apply):

1) The use of the rented vehicle, whatever the category or group to which it belongs, will only be authorised in the following European countries, to the exclusion of all others: Andorra, Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Lichtenstein, Luxembourg, Malta, Monaco, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland and the United Kingdom. Europcar will, however, authorise the rental of vehicles to be used in Eastern European countries that are members of the European Community (Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia).
2) Throughout the territory of the Italian Republic and in the Eastern European Member States of the European Community (Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia), the policyholder will be held fully responsible in the event of theft or disappearance of vehicles in the Premium, Luxury, Special, Cabriolet, Prestige and Selection categories as well as any vehicle in the Elite class (*), regardless of category. This liability will also apply if the policyholder has taken out additional cover against theft (THW).

* all vehicle categories with a SIPP code starting with N, H, D, J, R, G, U or W)

If you travel to one of these countries without first paying the Cross Border Fee (CBF), you may be subject to a penalty as indicated in the Recommended Fares Guide and the vehicle may not be covered.

You are expected to consult the said list yourself at an authorized Europcar agency in order to check whether in your planned itinerary and for your final destination you are passing through one or more of these countries. You must also check whether you are entitled to drive the rented vehicle and certain categories of vehicle in certain countries on the route. Please bear in mind that you must comply with the road traffic regulations in the country where you are driving the vehicle.

You are authorized to transport your vehicle by boat or ferry provided that the island or country of arrival is included in the list of authorized countries above. You will be liable for any damage to the vehicle during such carriage up to the limit of the excess for damage protection (CDW) taken out by you, unless the damage cannot be attributed to you. Other provisions relating to territorial restrictions can be found in Article 5, point 2.

As far as electric vehicles are concerned, you should check that recharging facilities are available and compatible in the countries you plan to visit.

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

You can rent either a passenger car or a commercial vehicle. You must drive the Vehicle in accordance with its intended use as:

- The passenger cars are intended for the carriage of varying numbers of people (depending on the approval indicated on the vehicle's registration certificate) and;
- the vans may be used for the carriage of goods up to the maximum weight limit indicated on the vehicle's registration certificate.

You are informed that Europcar does not cover goods carried in the Vehicle and cannot be held for any goods or objects left by you in the Vehicle or for the consequences of such loss. Furthermore, Europcar will not be liable for any damage caused to the Vehicle as a result of the carriage of goods or accessories such as Ski Boxes, bicycles on luggage racks, etc.

ARTICLE 5 WHAT ARE MY OBLIGATIONS TO?

If you hire a Europcar Vehicle, you and/or each Driver must comply with the following obligations:

1) You and/or the Driver must return the Vehicle and its keys, accessories and documents to the Europcar branch mentioned in the Rental Agreement. The said return will take place on the final date and time as specified in the Rental Agreement (Europcar will allow a tolerance period of 29 minutes) and in the condition in which the Vehicle was at the beginning of the Rental Period. If the Vehicle is not returned in the manner described above, Europcar may take all necessary measures as mentioned in article 11 of these General Terms and Conditions of Rental.
   a. Hiring more than one vehicle: you may not hire more than one vehicle at a time, unless you have opened a company account with us and have been authorised to do so in advance.
   b. If you wish to drive the Vehicle outside Belgian territory, but within the authorised Territories (or border countries for commercial Vehicles), you must indicate this when you make your reservation or at the latest on the day you collect the Vehicle and subscribe to the CBF. Failure to do so will result in the payment of a penalty, the amount of which is indicated in the Guide to Recommended Fares.
   c. In the event of driving outside the Authorised Territory, You will be liable to pay a penalty, the amount of which is indicated in the Guide to Recommended Fares.
2) You and/or the Driver must comply at all times with the aforementioned traffic restrictions and may under no circumstances drive the Vehicle in unauthorized countries. If you and/or the Driver wish to deviate from the traffic restrictions in force, you and/or the Driver must obtain prior written authorization (48 hours in advance) from Europcar Management. You must send an e-mail to be-assurances@europcar.com to make the request. No authorization will be given for the following countries: Azerbaijan, Belarus, Iran, Israel, Macedonia, Moldova and Russia.
   In the event of non-compliance Europcar reserves the right to charge you a penalty for noncompliance with the terms and conditions.
3) You must also always check before departure whether the Vehicle has the documents and/or equipment required to comply with the local road traffic regulations of the country through which you and/or the Driver are passing.
4) You and/or the Driver shall drive the Vehicle in accordance with all applicable road traffic laws and shall also be familiar with all relevant local road traffic regulations. You are liable for all fines and charges resulting from your use of the Vehicle or that of additional drivers. If a fine is received by Europcar because You have failed to comply with applicable legislation, Europcar reserves the right to charge You an administration fee for the handling of the fine (the Fines Fee, the price of which can be found in our Tariff Guide available via the following link: https://www.europcar.be/en/terms-and-conditions/europcar-rates).
5) You must ensure that all accessories, luggage or goods carried in the Vehicle are secured in accordance with Belgian legislation and in such a way that they cannot cause damage to the Vehicle (either inside or outside) or to passengers.
   For child seats requested in your booking or at the counter, you will be asked to install them yourself for safety and liability reasons.
6) You and/or the Driver shall watch over the Vehicle in the same way as any other normally prudent and diligent person in the same circumstances and at all times. You and/or the Driver shall always take the necessary precautions to prevent the Vehicle being stolen, in particular by ensuring that the Vehicle is locked at all times and protected by its built-in anti-theft device when parked or left unattended.
7) Under no circumstances may you and/or the Driver drive the Vehicle under the influence of alcohol, hallucinogenic drugs, narcotics, barbiturates, other illegal drugs or any other substance (legal or illegal) likely to impair your driving skills or those of the Driver.

8) You and/or the Driver may not, under any circumstances, smoke or vaping in the Vehicle, whether or not children under the age of 18 are present, as referred to in the law of 22 December 2009, articles 16/1 to 16/4 relating to the ban on smoking in vehicles,
9) Under no circumstances may you and/or the Driver drive the Vehicle while under the influence of alcohol, alcohol intoxication, drowsiness or extreme fatigue.
10) You and/or the Driver may not under any circumstances drive the Vehicle if, for any reason whatsoever, you are in a mental or physical condition that prevents you from driving the Vehicle as an ordinary prudent and diligent person in the circumstances of the case.
11) You and/or the Driver may not place any advertising on the Vehicle, unless prior written authorization has been given by Europcar.
12) You and/or the Driver may not make any modifications to the vehicle, however minor.
13) You and/or the Driver must carry out the usual inspections of the Vehicle, such as checking the oil and water levels and tire pressure insofar as this is indicated by the warning signs on the Vehicle's dashboard. In addition, you must take all possible steps to keep the Vehicle in the same condition as when you took possession of it.
    Europcar recommends for the customer’s safety and peace of mind, that the tyres pressure should be regularly checked by the driver whenever embarking on a long journey and whenever the total distance travelled during the rental exceeds 1000km.
14) You and/or the Driver will undertake to use the Vehicle in the same way as any other person of ordinary prudence and diligence in the circumstances of the case, which implies that you will comply with these provisions of the General Terms and Conditions of Hire; the Hirer will maintain the Vehicle properly and return it in a clean condition. The vehicle will also be provided with the original number plate and Europcar reserves the right to claim reimbursement of any costs necessary to restore the vehicle or other items.
15) As any normally prudent and diligent person in the circumstances of the case, you will take all necessary steps to prevent the Vehicle from being damaged, crashed or stolen. This means that, once damage has been ascertained, you must not continue to drive the Vehicle in order to prevent the damage from becoming worse. This means that you lock the Vehicle and the doors with a key when you are not using the Vehicle, and that you keep the key with you or at least in a safe place.
16) You and/or the Driver must supply the Vehicle with the correct fuel. If the wrong fuel is used, you will be prohibited from continuing to drive the Vehicle and, unless you can demonstrate that the error is attributable to a third party, you will be charged for the cost of towing the Vehicle and/or repairing the damage to the Vehicle and any resulting costs, calculated in accordance with the rules described in the paragraph relating to Damage to the Vehicle.
17) You and/or the Driver will not be able to use the Vehicle or allow the Vehicle to be used:
    a. To sublet, pledge, sell or in any way lease, pledge or sell (in part) the Vehicle, the Rental Agreement, the keys, documents, equipment, instruments and/or any of the accessories of the Vehicle. If You fail to comply with the above provisions, Europcar reserves the right to charge You a daily "T&C Violation Fee", the price of which is set out in our Tariff Guide. In such event, Europcar also reserves the right to refuse to accept You as a Customer. Only you and the Europcar-approved driver(s) and person(s) named in the rental agreement for whom you remain equally responsible, as set out in Article 1384 of the Civil Code, will be permitted to drive the vehicle.
    b. To carry passengers for payment or remuneration, unless otherwise expressly agreed in writing with Europcar (e.g. for car-sharing purposes).
    c. To carry more people than authorized on the Vehicle registration certificate.
    d. For transporting flammable and/or dangerous substances, toxic, harmful and/or radioactive products or any other product that contravenes current legislation.
    e. For the transport of items whose weight, quantity and/or volume are not authorized in accordance with the Vehicle's registration certificate and/or roadworthiness certificate;
    f. To take part in racing, off-roading, reliability or speed tests or in rallies, competitions or trials, wherever they are held, whether official or not;
    g. For the transport of live animals (with the exception of pets, subject to Europcar's express written authorization);
    h. To give driving lessons or for accompanied driving;

i. To push or pull another vehicle, a caravan or a trailer (unless the Vehicle you are hiring is already equipped with a towing hook and provided that the maximum load is 1,000 kg).
j. For use on unpaved roads or roads whose surface, subsoil, width or condition constitute a risk to the Vehicle, such as beaches, unsuitable roads, forest tracks, mountains, building sites (...) and any other unauthorized and unpaved road; For committing an intentional offence;
k. To be transported yourself on board a plane, train or lorry unless express written authorization is given by Europcar. You must send this request to the Insurance department by e-mail (beassurances@europcar.com) or in writing, no later than 48 hours before your departure.
l. In traffic-free parts of ports and/or airports and/or on land of a related or similar nature which is inaccessible to public traffic, in refineries, on construction sites and on the land of oil companies, without Europcar's express written permission to do so. If Europcar agrees to do so, Europcar will provide you with information on the liability insurance applicable in such circumstances, the terms of which will vary according to the circumstances.

18) You must return and come to exchange the rented Vehicle(s) at Europcar's request, when the Vehicle(s) that You have rented is (are) the subject of a buy-back agreement between Europcar and car manufacturers. You will be given a period of five (5) working days from the exchange or return date agreed when You picked up Your vehicle to return it. Beyond this period, You will be charged a penalty per day of delay. You will also be billed for any costs incurred as a result of reminders.

In general, it is important to remember that when using the driver assistance devices present in certain Vehicles, it is Your responsibility to refer to the manufacturer's manual before any use in order to be aware of the instructions for use, as well as the restrictions and limits on the use of such driver assistance devices. In any event, You must always remain vigilant and in control of your vehicle.

Similarly, the range in kilometers displayed on the instrument panel is an estimate that may vary depending on your driving style, the load you are carrying, the road (major gradients) and whether you are using the heating or air conditioning.

Vehicles and instructions are normally supplied in the language of the country of registration. For further information on the use of the vehicles, you should contact Europcar staff or consult the operating instructions available in the various languages on the Internet, if the manufacturer's documentation is not available in paper form in the various languages.

You may be liable to Europcar for any damages resulting from a breach of the above obligations. Please be aware that failure to comply with these obligations may result in you losing any right to limitation/exclusion of liability, may result in you being held liable for the full damage and any resulting costs and may also result in you being subject to criminal sanctions up to and including imprisonment.
In turn, Europcar reserves the right to demand the immediate return of the Vehicle and to charge You a "T&C Violation Fee", the price of which can be found in our Europcar Tariff Guide.

ARTICLE 6 WHAT MOBILITY SERVICES ARE INCLUDED IF I ONLY HIRE A VEHICLE?

The basic rental price includes the following mobility services:

Mobility services included in the rental
Technical assistance for vehicles in Belgium
Civil liability insurance
Collision Damage Waiver ('CDW'): limits your financial liability per claim* to the amount of the excess.
Theft Waiver ('TW'): limits your financial liability to the amount of the excess.
Limited mileage as indicated in your booking confirmation email
Return of the Vehicle outside opening hours (key box return)

* All damage attributable to the same event is considered to be a single claim.

ARTICLE 7 WHAT OTHER MOBILITY SERVICES ARE NOT INCLUDED IN RENTAL?

Depending on the country of hire, Europcar will offer You the following additional services:

List of products / services not included in the rental price
Child car seat
Additional driver
Young driver (under 26)
Technical assistance for the Vehicle abroad
Cross Border Fee (CBF - right to leave Belgian territory)
Environmental contribution (ECO Surcharge)
One way (the right to return the Vehicle to an agency other than the agency of departure)
Fuel refuelling
Electrical recharging
Full tank option (FTO)
Prepaid electric vehicle battery recharge option
Diesel option (specific choice for a diesel car) (DSL)
Fuel Choice (FCC)
Automatic option (AUT)
Hybrid option (HYB)

Additional rental days
Insurance & protection
Pick-up and drop-off outside office hours at stations & airports (after hours)
Choice of specific model (Must Be Guaranteed) (choice of specific model) (GAR)
Choice of a specific media solution (Smart Way - SMA)
Navigation system
Winter equipment (winter tyres and snow socks)
Moving pack or hand truck
Other accessories and equipment
Cleaning costs (if the vehicle is returned dirty)
Loss, theft or defect of Vehicle keys
Failure due to misfuelling
Punctured tyres
Vehicle delivery/pick-up by Europcar

ARTICLE 8 WHAT IS INCLUDED IN THE PRICE I PAY?

The information you provide to Europcar at the time of booking (such as the duration of the rental, your age or the age of any additional Driver) will have an impact on the price you ultimately pay. Any change to this information may therefore result in an adjustment to the price. The prices applied will be those in force at the time of your booking or at the time you make changes to your booking.
The price you pay will cover the following costs:

- Daily rental charges for the Vehicle for the agreed number of calendar days (including the standard mobility services listed above);
- Any other mobility service added at your request ;
- VAT;
- Any supplements linked to your person (e.g. if you are a young driver, etc.), provided that this information has been mentioned on any platform or by yourself at the time of booking.

By signing the rental contract, you expressly authorize Europcar to debit the means of payment indicated by you for any outstanding amount relating to your rental. By handing over your means of payment to reception on your departure, you expressly agree to this. You will be notified of the invoice in advance and you will have 14 days to dispute the invoice as specified in Article 12 of these Rental Terms and Conditions.

ARTICLE 9 WHAT OTHER BENEFITS/EXPENSES MUST I PAY ?

- **The guarantee**. In addition to the rental price (which you either paid at the time of booking or will pay when you collect the Vehicle), Europcar will ask you to pay a monetary guarantee. The amount of the guarantee will be blocked on your credit card. If you have made a reservation for your Vehicle online, the amount of the guarantee will be indicated in the confirmation e-mail that will be sent to you once your paid reservation has been made.

- When you arrive at the rental station, you will be asked to pay a guarantee. This guarantee is intended to cover additional rental costs. The amount is **300 €** (or £250). If you have not yet paid for the rental at the time of booking, the rental amount will also be deducted from your credit card. In this case, the total amount to be blocked on your credit card will be calculated as follows: rental amount + 300€ (or £250). For further information, please refer to article 19 of these General Terms and Conditions of Rental.

- **Late Cancellation Fee**: If You cancel Your hire without giving 48 hours' notice (48 hours before the start date and time stated in your booking confirmation email), Europcar reserves the right to charge You a late cancellation fee of €50. The amount charged will never be higher than the total rental price.

  If Your booking is prepaid, the prepaid amount will be refunded after deduction of a Late Cancellation Fee (the price of which is shown in our Europcar Tariff Guide available via the following link: https://www.europcar.be/en/terms-and-conditions/europcar-rates). If there has been no prepayment the Late Cancellation Fee will be debited from the payment method chosen by You. If there has been no prepayment and You have not provided a means of payment, You remain responsible for paying the Late Cancellation Fee.

- **No Show Fee**: If You have not cancelled your booking and You do not collect the Vehicle from the branch (at the start date and time stated in your booking confirmation email), Europcar reserves the right to charge You a No Show Fee (the price of which is set out in our Europcar Tariff Guide, available via the following link: https://www.europcar.be/en/terms-and-conditions/europcar-rates. If the total amount of the rental is less than the amount of the No Show Fee, the amount of the No Show Fee will be equal to the amount of the rental. If Your booking is prepaid, the prepaid amount will be refunded after deduction of a No Show Fee. If there has been no prepayment, the amount of the No Show Fee will be debited from the payment method chosen by You. If there has been no prepayment and You have not provided a means of payment, You remain responsible for payment of the No Show Fee.

- Europcar may also charge you for any services Europcar is required to provide in the event of accidents occurring during the Rental Period and/or as a result of the manner in which you have used the Vehicle.
  The amounts (including VAT) of such fees and compensation will be listed in the Price Guide attached to your confirmation e-mail and available on our website: https://www.europcar.be/en/terms-and-conditions/europcar-rates

- The said expenses and indemnities shall include (without limitation):
  - Costs for processing and/or recovering fines or other penalties. Europcar is entitled to recover from You and/or the Driver, any costs that Europcar has incurred or will incur (or any costs recharged by a third party) in connection with the processing or recovery of any fines or taxes caused directly or indirectly by Your use of the Vehicle during the rental period (as specified in clause 5.4), including without limitation: attorney's fees, bailiff's fees, taxes, administrative fees, costs of proceedings for the recovery of fines and taxes;
  - The cost of cleaning the Vehicle returned in an unacceptable and/or dirty condition (other than as a result of the use of the Vehicle in accordance with the contractual conditions);
  - Charges for lost or stolen keys;
  - Damage" to the Vehicle (any material damage or damage resulting from an act of vandalism to the Vehicle other than glass breakage or puncture) and/or "Theft of the Vehicle" (theft of the Vehicle itself or accessories and/or attempted theft of the Vehicle or accessories). Your liability in this respect may be limited depending on the type of protection you have chosen (see Europcar's General Terms and Conditions of Insurance and Protection attached to your confirmation e-mail or available at Europcar rental agencies);
  - The administrative costs of dealing with damage to the Vehicle or damage caused by vandalism or hail (natural elements). ○ All the fuel or electricity consumed during the Rental Period (to which may be added a fixed fuel/electricity replenishment cost);
  - Additional mileage over and above the mileage set out in the rental price (if applicable); (1) the cost of returning the Vehicle to a Europcar rental location other than the one from which you collected it (2) the additional cost of

renting a Vehicle through a Europcar location at an airport or railway station ("APT Surcharge" in the Tariff Guide) (3) the cost of extending your rental.

(4) early repayment charges; ○ An environmental surcharge ("Eco Surcharge" in the Fare Guide);

- A disinfection surcharge ("Enhanced Sanitizing" in the Price Guide) to cover the cost of thorough disinfection of the rental vehicle.

ARTICLE 10 WHAT SHOULD I LOOK OUT FOR WHEN COLLECTING/DELIVERING?

a) Delivery

When you collect the Vehicle from Europcar, you will, among other things, be asked to sign a section of the Rental Agreement describing the condition of the Vehicle at that particular time.

If you then discover that the Vehicle has an apparent defect or damage not described in the Rental Agreement, you must ensure that this is mentioned in the Rental Agreement and that both you and the Europcar agent also sign the said mention.

If you notice any damage not described in the Rental Contract after your departure, you must inform Europcar within 24 hours. You can report the damage by text message to 3945 or by e-mail to statementofdeparture@europcar.com. The contract number and/or reservation number, the Vehicle number plate, a description of the damage and photos are compulsory. After this period of 24 hours, any documents sent will be considered null and void.

In the absence of any mention of such defect or damage, Europcar may assume that you have accepted the Vehicle in the condition stated in the Rental Agreement. In this case, Europcar may also charge you for any further damage noted by you or by Europcar's agent when the Vehicle is inspected by both parties at the time of its return as mentioned in the Article 11.

Unless damage or mechanical breakdowns are explicitly mentioned in the Rental Agreement where the condition of the Vehicle is specified, you acknowledge that you have received the Vehicle in the exact condition as described in the Rental Agreement. Any costs incurred in repairing damage to the Vehicle observed at the time of return of the Vehicle and not mentioned in the Rental Agreement may subsequently be charged to you, with the exception of items covered by the protection(s) chosen by you.

Each Europcar vehicle will always be fully equipped at the time of handover: a full tank of fuel, the correct levels of oil and other fluids, a spare wheel fitted with a new tire or a repair kit, mandatory standard car accessories in the Belgian territory and the legally required on-board documents.

b) Collection

If the vehicle is to be delivered to an address nominated by you within 60 minutes of the opening time of the nominated branch, you tacitly accept that Europcar will deliver the vehicle to you on the previous working day.

As a normally prudent and diligent person placed in the same circumstances of the case, you do not take charge of the vehicle before the day and billing departure time shown on your rental contract. Any breach of these terms and conditions could be considered as a breach of these general rental conditions and you could be considered as being in a state of non-insurance, losing in this case any benefit linked to the cover you have taken out.

If you notice any damage not described in the Rental Contract after your departure, you must inform Europcar within 24 hours (twenty-four hours). You can report the damage by text message to 3945 or by e-mail to statementofdeparture@europcar.com. The contract number and/or reservation number, the Vehicle registration number, a description of the damage and photos are compulsory.

The vehicle delivered must be inspected immediately by the driver taking charge of the vehicle or by the fleet manager. The maximum time limit for this is 24 hours after the rental departure time stated on your rental contract. After this time, you will be held responsible for any damage to the vehicle that is not listed in the vehicle's condition on departure on your rental contract.

ARTICLE 11 WHAT ARE THE PROCEDURES FOR RETURNING THE VEHICLE?

a) Return of the Vehicle during Europcar agency opening hours in the presence of a Europcar agent or a designated representative.

You must return the Vehicle to the Europcar pick-up location at the time and location specified in the Rental Agreement. You may return the Vehicle to another Europcar rental branch, but a supplement will be charged for this. The surcharge charged to you will be stated on the booking confirmation (if you have advised that you are returning the Vehicle to another branch) or will be calculated at the time of return by the returning branch.

The Rental Period will end when you return the Vehicle to the Europcar rental agency and only after you have handed over the Vehicle's keys and on-board documents to a Europcar agent. Early return before the date agreed in the Rental Contract will not entitle you to a refund of part of the Rental Price.

When you return the Vehicle to Europcar, you must inspect the Vehicle with a Europcar agent or their appointed representative and sign for the "Condition of the Vehicle on Return".

Europcar will email you a signed document in which it declares that the Vehicle has been returned and accepted by Europcar.

Europcar shall in no way be held liable for any loss, theft or damage of any nature whatsoever concerning objects and/or tools transported or found in the Vehicle, including luggage and/or goods, unless proven otherwise.

b) Return of the Vehicle during Europcar agency opening hours in the absence of a Europcar agent or a designated representative (for stations and airports)

You must return the Vehicle to the Europcar pick-up location at the time and location specified in the Rental Agreement. You may return the Vehicle to another Europcar rental agency, but a supplement will be charged for this. The surcharge charged to you will be stated on the booking confirmation (if you have advised that you are returning the Vehicle to another branch) or will be calculated at the time of return by the returning branch.

Please note that the Rental Contract will not automatically end when you return the keys: the Vehicle will remain in the car park where you left it until the following day. The agency will then inspect the Vehicle and close the Rental Contract. In this context, Europcar reminds you that you must park the Vehicle in the car park provided for this purpose and in such a way as not to constitute a danger to third parties or an obstruction to traffic. You must also leave the Vehicle's documents in the glove compartment.

The return and inspection of the vehicle will be dealt with as mentioned in article 11c.

Europcar shall in no way be held liable for any loss, theft or damage of any nature whatsoever concerning objects and/or tools transported or found in the Vehicle, including luggage and/or goods, unless proven otherwise.

c) Returning the Vehicle outside the opening hours of the agency Europcar

Europcar recommends returning the Vehicle during the opening hours of its branches. In order to meet the needs of some of its customers, Europcar offers the possibility of returning the Vehicle outside opening hours. If you choose to return the vehicle outside opening hours, you accept that the condition of the Vehicle at the time of return will be established by a Europcar agent outside your presence.

If you are involved in an accident and/or the Vehicle is damaged during the Rental Period, you must make a note of this on the Rental Agreement in the "remarks" section. The completed section of the Rental Agreement will be signed by you and left in the Vehicle. The keys should be left in the key box provided for this purpose.

Please note that the Rental Contract will not automatically end when you return the keys: the Vehicle will remain in the car park where you left it until the Europcar branch opens to inspect the Vehicle and close the Rental Contract. In this context, Europcar reminds you that you must park the Vehicle in the car park provided for this purpose and in such a way as not to constitute a danger to third parties or a hindrance to traffic. You must also leave the Vehicle's documents in the glove compartment.

Once the inspection has been carried out and if no damage has been found, Europcar will provide you with a signed document stating that the Vehicle has been returned in good condition.

Europcar shall in no way be held liable for any loss, theft or damage of any nature whatsoever concerning objects and/or tools transported or found in the Vehicle, including luggage and/or goods, unless proven otherwise.

d) Return of the Vehicle during Europcar agency opening hours after inspection without your participation/attendance

If you are unable and/or unwilling to inspect the Vehicle with a Europcar agent, Europcar shall be entitled to inspect the Vehicle itself in your absence. The same procedure as mentioned in article 11c will apply.

e) Europcar picks up the vehicle

If you have the vehicle collected by Europcar, you accept that the condition of the vehicle on return will be checked by a Europcar representative when the keys are received. You remain responsible for any damage to the vehicle until the keys are in the possession of the Europcar representative.

You sign for the return of the keys and the vehicle.

In all cases, you must inform Europcar as soon as possible that the vehicle is to be collected:
Or you can send an SMS to 3945 with the message "Your vehicle with <plate> can be collected from <address>".
Either send an e-mail to collection.belgium@europcar.com with the same message or telephone the departure agency.

f) Late return

If the Vehicle is not returned on the date specified in the Rental Agreement and if no news of the delay is received from you within 24 hours, Europcar will consider the Vehicle to be unlawfully appropriated and may inform the relevant local authorities. You will be required to cooperate fully with the investigation and also to hand over the original Vehicle keys to Europcar immediately.

In this case, Europcar will be entitled to charge you an additional day for each day of late return at the rate in force for your Rental Contract, plus a penalty for late return.

"Overdue Fee / Late return fee" and to claim compensation for :

- all costs resulting from the investigation carried out by Europcar and/or its insurer
- all costs relating to the breakdown service and transport of the vehicle and storage costs for the breakdown service concerned
- all damages and losses suffered by Europcar, as well as those incurred in order to obtain and obtain reimbursement of all costs resulting from fines, taxes, sanctions, seizure of the Vehicle following requests from the authorities to identify the perpetrator or clarify the circumstances relating to an offence or misdemeanour unless you can demonstrate that the Vehicle is no longer in your possession and/or cannot be returned through no fault of your own.

Europcar shall also have the right to take legal steps to ensure the immediate return of the Vehicle. In such a case, the additional cover and services included in the Rental Contract will no longer apply.

g) Use of the multimedia applications and functions available in the Vehicle

When You make a rental, Europcar collects and processes personal data about You and data about the designated Driver(s) (see section 21 below).

Depending on the Vehicle leased, 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 features, You are free to determine what information You wish to share through these applications. You are also solely responsible for resetting them before returning the Vehicle.

In this respect, You are required to:

- disconnect Your accounts from the multimedia applications and functions offered in the Vehicle ;
- terminate Your sessions on these applications and functionalities offered in the Vehicle;
- delete and purge all personal data concerning You from these applications and functions, including the dashboard, before returning the Vehicle.

Europcar declines all responsibility if You fail to carry out these manipulations 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 functionalities during a subsequent rental of the Vehicle.
For more information on the conditions under which multimedia applications and functions can be reset and Your data erased, consult the Vehicle manual available from the dashboard or the manufacturer's website.

h) External applications to Europcar linked to a Europcar vehicle

When the vehicle is returned, all data concerning the rented vehicle that is used in external applications (parking, tolls …) must be deleted. Failure to do so will result in the driver who used the vehicle’s data in the external application.s being held responsible for any costs incurred as a result of this delation.

i) Abandoning the vehicle

If the Vehicle has been abandoned, i.e. left outside a Europcar branch (car park, town car park, roadside, motorway service area, etc.), thereby requiring Europcar to set up a system enabling it to recover the Vehicle, You remain fully liable for any damage to the Vehicle until it is returned to a Europcar branch, for any fines and will be charged a penalty, the amount of which is indicated in the Recommended Tariff Guide.

ARTICLE 12 DAMAGE TO VEHICLE

If there are differences between the conditions of the vehicle as described in your Rental Contract at the time of your departure and that established at the time of your return, you may be charged according to the rules described below.

a) Damage noted on your return and in your presence

If you agree with the Europcar representative that there is damage when the vehicle is returned, you can acknowledge and accept this damage by signing the "Vehicle Return Statement". Europcar will then give you an invoice with the repair costs, the loss of money the immobilization causes to Europcar and charge an administrative fee for handling the claim and immobilising the vehicle.
Repair costs may vary depending on the severity of the damage:

- **Minor Damage**: minor, non-substantial damage caused to the Vehicle, without affecting its free movement, such as, for example: light scratches, small dents, a chip in the windscreen. Invoicing for damage is based on Europcar's Price List for Minor Damage, which is available from any branch and via our website.

- **More substantial damage** that compromises normal use of the vehicle and requires it to be temporarily immobilised, such as engine damage. This type of damage will be assessed by an expert or an independent car repair garage and invoiced according to the expert's report or according to a cost analysis carried out by an independent car repair garage.

If you dispute the damage and decide not to sign the "Vehicle Return Statement", Europcar will apply the procedure below (section b).

In the event of the involvement of a third party, you must send the accident report (+ if available the customer's written declaration), duly completed and signed, to Europcar's insurance department (or the return agency) within 3 (three) working days, quoting your rental contract number. If you do not respect this deadline, Europcar reserves the right to charge you a penalty for "non-compliance with the terms and conditions" (for which you will find the price in our price guide).

b) Damage noted in your absence (e.g. if the vehicle is returned outside opening hours or in the absence of Europcar dedicated agents or representatives).

If the Europcar employee or representative finds any damage after your return in your absence, Europcar will send you the following documents:

- The vehicle's return condition, describing all the damage found;
- Photographs of the damage;
- An estimate of the repair costs, which vary according to the severity of the damage (see above), and the administrative costs of handling the claim and immobilising the vehicle.

If you wish to dispute the damage found or the cost of repair, you should contact us by e-mail or letter within 14 days of sending the aforementioned documents. If you fail to dispute the damage within the aforementioned 14-day period, Europcar reserves the right to charge you for the cost of repair and administrative costs.

c) Common rule

Please note that, depending on the type of cover you have taken out for the rental, You may not be required to pay for the damage or only part of the damage. See Europcar's General Conditions of Insurance and Protection: https://www.europcar.be/EBE/module/render/Insurance-protection-provisions
In any event, you will have the opportunity to dispute the damage found and its billing in accordance with the principles set out in Article 22.

d) Exceptions

1) Damage to the suspension of the rented vehicle, damage to the engine, gearbox or other mechanical parts, damage to the vehicle caused by raised ground and/or its condition and damage resulting from impacts to the underside of the bodywork will be entirely at your expense, even if you have taken out additional insurance as described in the attached General Terms and Conditions of Insurance and Protection.
2) You will be responsible for the cost of repairing any damage caused to the roof and/or top of the hired vehicles, as well as any other damage caused to the same vehicles if it is a direct consequence of impacts to the roof and/or top of the vehicle and/or the hirer's failure to comply with height restrictions, even if you have taken out additional insurance as described in the attached Insurance and Protection Conditions, unless the damage is the result of an accident.
3) In the event of damage to the vehicle resulting from a serious fault committed by You or by the approved driver(s) themselves, or in the event of damage caused intentionally by You or the approved driver(s), You

will automatically lose any right to invoke cover and You will be required to compensate Europcar for the total amount of damage actually suffered, regardless of the insurance policies taken out by You.

4) Damage to both the interior and exterior of a vehicle caused by vandalism will be charged to you. Unless you report the damage to the police within 3 days of the incident, you will be liable for the actual cost of repairs to the vehicle. If the report is made in time, the amount will be limited to the amount of the contractual excess plus administrative costs. Unless included in the PAI/SPAI protection signed by you, you will not be able to claim Europcar's intervention in the event of loss or breakdown of equipment or objects left in the vehicle or belonging to you and/or to persons transported by you in the rented vehicle.
5) Damage caused to the rented vehicle by natural elements will be covered by Europcar, provided that you pay the excess specified in the contract. By damage we mean: any damage that is the direct or indirect consequence of flooding, hail, volcanic explosions, earthquakes, rock falls, falling rocks/gravel, landslides, avalanches, hurricanes, cyclones or tidal waves. You will be responsible for the administrative costs of processing the claim.
6) The rented vehicle will only be insured for the period stated in the rental contract. Upon expiry of the said period and without extension of the contract granted by Europcar, you will be jointly and severally liable, in accordance with the provisions of the General Terms and Conditions of Insurance and Protection, for all the financial and other consequences of any loss or damage that may occur to the vehicle, including theft of the vehicle or damage to the vehicle. If, at the end of the extension period of the original rental contract, the vehicle has not been returned on time, on the agreed due date, you will be fully liable for any loss to which the vehicle may be exposed, including theft, accidents or damage.
7) The driver of the rented vehicle, i.e. you, the approved driver(s) or any other person whatsoever, will not be covered by any insurance if, at the time of the event, you do not hold a valid driving licence, if you are drunk, intoxicated or drowsy, or if, at the time of the event, you are under the influence of alcohol, drugs, medication or other legal or illegal substances that impair your alertness at the wheel or your ability to react.
8) Europcar declines all responsibility for accidents occurring during the rental period in which third parties are held liable or damage has been caused to a third party's vehicle for which you are responsible, for the following reasons: you have provided false information concerning your identity, age, address, driving license validity, etc. In this case, Europcar will be reimbursed by you for all financial losses incurred. In this case, Europcar will be reimbursed by you for all financial losses incurred.

In each of the above cases, Europcar reserves the right to charge the administrative cost of the damage, the price of which appears in our "Europcar Tariffs" under the heading Damage Fee (DAF).

ARTICLE 13 WHAT IS EXPECTED OF ME IN TERMS OF VEHICLE MAINTENANCE?

During your rental period, you must take all necessary steps to ensure that the vehicle is returned in the same condition in which you received it.

Any modification or mechanical intervention relating to the vehicle without prior authorization by e-mail (request via ecbe-maintenance@europcar.com) from Europcar is prohibited. If this rule is not respected, you will be liable for the duly justified costs necessary to restore the vehicle to the condition in which you received it, in addition to a compensatory indemnity due to the immobilization of the vehicle, calculated on the basis of the following criteria: storage costs + transport costs + additional days.

You will be liable to Europcar for any detrimental consequences arising from a breach of the above maintenance obligations.

If You rent an electric Vehicle, You must only use the cables supplied by Europcar to recharge it. Any recharging carried out using another cable may incur Your liability in the event of damage occurring as a result.

If You use the cable for recharging from a domestic socket, You must ensure that your electrical installation complies with the standards in force and the requirements defined by the vehicle manufacturer before recharging. Failure to do so, and in the event of damage, will render You liable.

ARTICLE 14 WHAT SHOULD I DO IN THE EVENT OF AN ACCIDENT, MECHANICAL BREAKDOWN OR OTHER INCIDENT?

In the event of a mechanical breakdown or accident preventing you from continuing your journey and/or forcing you to stop using the vehicle to avoid such a breakdown, you will benefit from an assistance service. This service is included in the price of your rental for operations in Belgium. To take advantage of it abroad, you must take out Roadside Assistance (RSA) and Cross Border Fee (CBF) cover, details of which can be found in our General Terms and Conditions of Insurance & Cover.

If the vehicle is out of service as a result of a mechanical breakdown or an accident, you may not under any circumstances take steps yourself to have repairs carried out on the vehicle, unless you have received Europcar's prior written authorization to do so (by e-mail to ecbe-maintenance@europcar.com) and in accordance with Europcar's instructions. Should this be the case, you must submit an estimate of the repairs to Europcar. If the Hirer fails to comply with the instructions set out in this article, in the event of an unauthorized repair, the Lessor reserves the right to invoice the Hirer for the full amount of the damage incurred, even if the Hirer has signed up for one or more of the insurances described.

If any incident occurs in which the rental vehicle is involved, such as an accident, theft or fire (even if no third party is involved) and you are aware of such incident, you must inform Europcar immediately and without delay of the incident and, if necessary (certainly in the case of fire and theft) inform the local police and make a report.

The findings of the incident must be recorded in a numbered report. You must send this report to Europcar within three working days, and you must hand over the vehicle keys immediately.

A report must be drawn up if the vehicle is involved in an accident in which passengers or third parties are injured, or if there is any attempt to vandalize or set fire to the hired vehicle, or if it is stolen.

The accident report must be drawn up immediately on a European accident report form and the following information must be sent immediately to Europcar: date, location, time and addresses of any witnesses, identity and address of the owner of the third party's vehicle and/or the driver, number plate number, contact details, damage to the vehicle and the policy number of the third party's vehicle insurance.

In addition to the official report referred to in the point above, Europcar must also be provided with the original or at least a copy of the police report and any statements made. Under no circumstances will you decide who is responsible for the accident and you will not make any arrangements concerning the action to be taken following an accident.

You will not abandon the rented vehicle if it cannot be repaired immediately, unless you have made arrangements to guarantee the safety of the vehicle. In this case, you must contact the assistance service on the following telephone number: from Belgium and Luxembourg: 0800 13 091 and from abroad: 0032 2 660 03 62.

In the event of non-compliance with the aforementioned provisions of this article, misappropriation of the rented vehicle by you, hit-and-run, if you do not cooperate fully or make an incomplete, fraudulent or late declaration to Europcar (no reaction within a reasonable time after written notification from Europcar), Europcar reserves the right to invoice you for the resulting financial losses, even if you have taken out additional cover as described in art. 7 above.

In the event of an accident or mechanical damage for which you or an approved driver are clearly responsible, irrespective of whether you were at the wheel at the time or whether the vehicle was entrusted to a third party driver who was not approved,

or by extension if you and/or the approved driver(s) do not comply with the conditions set out in article 5 above, you will be invited by registered letter to come and inspect the damage caused to the rented vehicle on a date and at a time to be set by Europcar. In addition, you may at any time request the assistance of an independent expert of your choice to carry out an appraisal of the vehicle in question. You will then be entirely responsible for the financial loss thus ascertained, whether or not both parties are present.

ARTICLE 15 WHEN WILL I RECEIVE MY INVOICE AND DO I HAVE TO PAY THE RENTAL?

You will receive a final invoice as soon as all the elements of your rental have been established. The total amount will have to be paid in one or more instalments depending on the situation.

- If You book a Vehicle online :
  - You can decide what you pay in advance, for example, the daily rental price of the Vehicle, accessories during the Rental Period and any additional mobility services. The payment method you have chosen will be debited up to the agreed amount. You will receive an invoice for the said advance payment and the said payment will be mentioned on the final invoice and deducted from the total amount (still) to be paid.
  - If you decide not to pay in advance, you will only have to pay when you collect the vehicle from the Europcar rental agency. This payment will include the amount of the guarantee, plus the price of the vehicle rental, accessories, additional services, drivers or level of cover chosen by you prior to collection of the vehicle. The cost will be set out in the Rental Agreement and agreed before the Rental Agreement is signed. o Any additional costs or charges will be invoiced when the vehicle is returned (insofar as they can be established at that time).

    If you have incurred additional costs such as fines or taxes, or if you have caused damage to the vehicle, Europcar will subsequently charge you for them together with the related administrative costs, of which it will be informed after the Rental Period has ended. The administrative charges for processing a fine are listed in the Tariff Guide (which can be consulted on our website via the following link:
    "Europcar rates" https://www.europcar.be/en/terms-and-conditions/europcar-rates).

    You will have a period of 14 days from the date of dispatch of the notification in which to contest a fine or tax by producing supporting documents showing that you are not the subject of the fine/tax. If you fail to contest the said charges within the aforementioned period, the administrative charges will be invoiced to you.
- The final invoice with an overview of all charges will be sent to you electronically. If you do not wish to receive your final invoice electronically, you may request a paper version at no extra cost.
- If the date mentioned on the invoice has expired and you are not a consumer (as defined in the applicable legislation), you will be liable automatically and without any formal notice for late payment at an interest rate equal to that of the ECB applied to its "Refinancing Operation" plus 10 per cent and compensation of €40, and all costs will be claimed under the conditions of the Law of 2 August 2002 concerning the fight against late payment in commercial transactions (Moniteur belge of 7 August 2002).
- If the payment deadline shown on the invoice has expired, you will explicitly agree to this:
  - That failure to make a single payment due or failure to make payment after having been formally put in default (i.e. after receipt of a registered letter with a request to make payment within 15 calendar days), shall result in all unpaid invoices becoming immediately due and payable and the automatic termination of the Rental Contract, without the intervention of the court being required or without Europcar being liable to pay damages in this respect; and
  - Europcar has the right to demand the immediate return of the Vehicle.
- When the date indicated on the invoice has expired and You are a consumer (within the meaning of the applicable legislation), an initial reminder will be sent to You free of charge.
  If you again fail to pay within the payment period stipulated in the first reminder, you will be liable to pay late payment interest, in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions, and a flat-rate compensation calculated as follows :

- 20 if the balance is less than or equal to €150.
- 30 plus 10% of the amount due on the portion between €150.01 and €500, if the balance due is between €150.01 and €50.
- 65 plus 5% of the amount over €500, up to a maximum of €2,000, if the balance due is over €500.

The formal notice fee for each additional reminder is €7.50, plus the cost of postage applicable at the time of dispatch.

ARTICLE 16 WHAT HAPPENS IF I WISH TO CANCEL OR MODIFY MY RESERVATION?

a) Changes

You can change your booking free of charge, provided that you inform Europcar **at least 48 hours before the start of the rental period**. Please note that new rental prices may apply at the time you change your booking. Please also always use the same communication channel that you used when you first booked. If you wish, you can also telephone our Call Centre on 02/348.92.12.

b) Cancellation & no show

- Cancellation

  You may cancel your reservation free of charge provided that you notify Europcar **no later than 48 hours before the start of the Rental Period**.

- Late Cancellation Fee

  If You cancel Your rental without giving 48 hours' notice (48 hours before the start date and time mentioned in your booking confirmation e-mail), Europcar reserves the right to charge You a penalty of €50 for this late cancellation. The amount charged will never be higher than the total rental price. If Your booking is prepaid, the prepaid amount will be refunded after deduction of a Late Cancellation Fee (the price of which is shown in our Europcar Tariff Guide). If there has been no prepayment the Late Cancellation Fee will be debited from the method of payment chosen by You. If there has been no prepayment and You have not communicated a means of payment, You remain responsible for payment of the Late Cancellation Fee.

- No Show Fee

  If You have not cancelled your booking and You fail to collect the Vehicle from the branch (at the start date and time stated in your booking confirmation email), Europcar reserves the right to charge You a No Show Fee (the price of which is set out in our Europcar Tariff Guide). If the total hire charge is less than the No Show Fee, the No Show Fee will be equal to the hire charge. If Your booking is prepaid, the prepaid amount will be refunded after deduction of a No Show Fee. If there has been no prepayment, the amount of the No Show Fee will be debited to the payment method chosen by You. If there has been no prepayment and You have not communicated a means of payment, You remain responsible for payment of the No Show Fee.

- Delay

  If You have prepaid Your reservation online, You are logged in and if You have provided details of Your means of payment, in the event of a delay, the Europcar branch of Your departure undertakes to provide You with the category of Vehicle chosen until its closing time.

  In the specific case of a station or airport branch, if the flight or train number is given in the reservation, in the event of a delay, and if you logged in on our website and prepaid your booking, Your branch undertakes to provide You with the category of Vehicle chosen up to one hour after its closing time. If we were to exceed our normal opening hours, we would be able to apply a surcharge. The previous point still applies.

  If You have not prepaid Your reservation online and/or have not provided details of Your means of payment and data enabling You to be identified (address, driving license number, train or flight number, etc.), the Europcar

branch of Your departure cannot guarantee to keep a Vehicle beyond two (2) hours after the scheduled rental time, within the limits of the opening hours of the branch of Your departure.

For the purposes of this paragraph, cancellation of the booking/inability to collect the Vehicle due to force majeure means that you are prevented or delayed from collecting the Vehicle due to war or other hostilities, riots, accident, strikes, lock-outs, trade disputes, government embargoes or restrictions on imports or exports or any other cause or circumstance beyond your reasonable control (direct or indirect).

ARTICLE 17 WHAT HAPPENS IF I WANT TO EXTEND MY RENTAL?

If you wish to extend the Lease Period specified in your Lease Contract, you must take the following steps:

- Contact our customer service department or the branch from which you wish to collect your order;
- Go to the Europcar collection point;
- Bring your driving license, identity card and credit card used at the time of booking and deposit blocking;
- Carry out an inspection of the Vehicle with a Europcar agent;
- Pay rental and additional costs;
- Sign a new Lease Agreement or an Extension Agreement.

Only one exceptional extension of 24 hours is authorized by telephone or e-mail per current rental contract. Only valid for bookings made via the Europcar website and lasting less than 29 days.

If you fail to comply with the above conditions and keep the vehicle, the procedure set out in article 11 (return of the vehicle) will apply.

ARTICLE 18 WHAT IS THE FUEL/ELECTRICITY POLICY?

The fuel policy will be determined by the country where the Vehicle is rented and is dependent on the type of vehicle. Please check the applicable rules carefully before the start of each rental.
All vehicles will be returned with a full tank of fuel. At the end of the Rental Period, the following situations may arise:

- From full tank to full tank

  Europcar provides a Vehicle with a full tank of fuel. You return the Vehicle with a full tank of fuel.
  Additional fuel costs will not be charged.
    - You return the Vehicle with a full tank of fuel[1] .
    - You pay nothing for either fuel or the refueling service[2] .

1) On return, different rules apply depending on the number of kilometers covered during the rental period.
   - ***You have travelled less than 100 km:*** a valid service station receipt will be requested as proof of full refueling.
   - ***You've driven more than 100 km:*** the visual level of the gauge will provide proof that the tank is full. The tank is considered "full" when the gauge is at its maximum level (8/8).

   To be valid, a receipt must show **the date of refueling, the location of the service station and the amount of fuel refueled**. It is advisable to refuel your Vehicle at a service station located no more than 10 kilometers from the Europcar location where your Vehicle is returned.

2) If the tank is not full, You will be charged for the cost of the missing fuel according to two methods of calculating the refueling allowance based on the kilometers travelled during the rental period. Please note

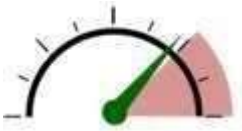
that the price per liter and the type of fuel will be communicated by the Europcar agents at the agency when the Vehicle is returned.

- ***You have travelled less than 100 km:*** the amount invoiced is based on the average fuel consumption of the Vehicle over the distance travelled during the hire period. The average consumption is expressed per 100 km and depends on the model of Vehicle chosen. Do not hesitate to ask the Europcar agent at the branch for more information about the average fuel consumption of the model of Vehicle you are renting.
- ***You have driven more than 100 km:*** the amount invoiced is based on the visual level of the fuel gauge. The calculation is based on the missing 8^{e} on the fuel gauge if it is divided into eight levels or according to the scale shown on the gauge. If the needle is between two graduations, the missing 8^{e} will be calculated on the basis of the nearest graduation. If the needle is precisely in the middle of two graduations, the missing 8^{e} will be calculated on the basis of the highest graduation (in your favor). You will therefore pay nothing if the vehicle is returned with the gauge at 7.5 or above. See the exemple of fuel billing calculation below.

- If the gauge is between 7 and 8 when the Vehicle is returned, You will be invoiced for the nearest 8th Ex: if the gauge indicates 7.3 when the Vehicle is returned, You will be invoiced for an 8th .



- If the gauge is less than 7 on return, You will be invoiced to the nearest missing 8. For example: if the Vehicle is returned at 5.8, You will be charged two 8th .



Irrespective of the method used to calculate the fuel charge: If more than seven liters are missing on return, You will be charged an additional refueling allowance (please refer to the Recommended Tariff Guide). If less than seven liters are missing on return, You will not be charged any additional refueling fee.

- Return of the Vehicle with a lower fuel level than at the time of departure (Refueling costs)
  If you have not chosen the Full Tank Option and the Vehicle is not returned with a full tank of fuel, you will be required to refund the cost of the missing fuel plus a refueling charge of EUR 22,50 excluding VAT (as set out in the Europcar Tariff Guide attached to your booking confirmation email and available online via our website).

- Full tank option
  When you collect the vehicle, you pay the price of a full tank of fuel. The cost depends on the type of vehicle.
  You can return the Vehicle without paying any attention to the amount of fuel still in the tank. Since Europcar will not charge you anything for refueling the Vehicle, it will not have to reimburse you for any unused fuel.

- Hire a plug-in hybrid vehicle
  If you rent a hybrid Vehicle (petrol or gazole/electricity), Europcar will make every effort to provide you with a vehicle that is 80% (eighty) charged. However, we do not guarantee any level of battery charge at the time of collection of the Vehicle. It is your responsibility to recharge the Vehicle during your rental period. No minimum charge level will be required on return of the Vehicle.

Any return of the Vehicle with a quantity of fuel lower than that present at the time of departure from the agency will result in the invoicing of a refueling fee, the rate of which is mentioned in the Guide to Recommended Tariffs,

in addition to the price of the fuel, which is invoiced according to the price per liter displayed at the Europcar agency on the day the Vehicle is returned.

- Cables

One or more charging cables will be provided with the Electric Vehicle. Please inform Europcar staff if no cable is provided when you pick up the Electric Vehicle. If this is not recorded at the time of collection, you will be liable for the cost of replacing the cable(s) (see Recommended Tariff Guide).

IMPORTANT: Only the cables supplied with the vehicle must be used to charge it (unless the use of a network Rapid Charging Point requires the use of a cable attached to the terminal). You are responsible for any loss or damage to the cable(s) beyond normal wear and tear.

Charging cables must be used with care and attention and in accordance with the user manuals. If you use a cable other than in an electric vehicle charging socket, you are responsible for any loss or damage caused.

ARTICLE 19 DO I HAVE TO PAY A DEPOSIT BEFORE I COLLECT MY VEHICLE?

When you collect the Vehicle, you will provide us with a debit authorization from your credit card as a guarantee. The amount of the guarantee will take into account the category of vehicle, the Rental Period and any additional mobility products or services that you choose when you collect the Vehicle. This amount is a guarantee mechanism designed to cover additional rental costs.

The amount is: **300 €** (or £250).

If you have not yet paid for the rental at the time of booking, the rental amount will also be charged to your credit card. In this case, the total amount to be blocked on your credit card will be calculated as follows: **rental amount + 300€** (or £250).

In any case, the amount of the guarantee will be communicated in the confirmation e-mail sent to you at the time of your reservation, and also in the rental contract. If you purchase additional services at the rental agency counter, the amount of these additional services will be added to the amount of the guarantee and blocked on your credit card.

In the absence of additional rental costs, the guarantee will be released at the end of the rental period within 8 working days.

ARTICLE 20 CAN I PAY FOR MY RENTAL WITH A FOREIGN CREDIT CARD?

If you are a foreign lessee and hold a Visa or MasterCard credit card (whose original currency is different from the euro), you may benefit from the possibility of exchange into the said original currency when you pay for the rental. The Europcar representative offering you this option will enter your request into the system and the Rental Contract will specify the option chosen. In this case, Europcar will carry out the conversion.

If you change your mind, you can do so by making an appropriate declaration when you return the vehicle to Europcar reception, where you will receive the final invoice drawn up in euros.

If, for any technical reason, Europcar is unable to provide the said service or if, as a Visa or Mastercard cardholder, you have chosen to pay in euros, the conversion into the original currency of your card will be made in accordance with your bank's terms and conditions.

ARTICLE 21 WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar may use all information provided by you in connection with your rental, including the personal data of each Named Driver, to verify identity, collect payments, monitor fraud and deal with any problems that may arise before, during and after the Rental Period.

Europcar may collect information about you or each Named Driver from third parties in order to decide whether or not to rent a vehicle to you. Before your rental begins, Europcar will check your identity and the identity of each Named Driver by means of an identity check. This identity check will leave an electronic mark or "fingerprint" on your file, which will not, however, affect your creditworthiness; it will not be used as part of a credit check procedure and the information will not be sold to third parties.

Europcar may provide personal data resulting from the Rental Agreement and data relating to the fulfilment of your obligations under the Rental Agreement to credit reference bureaus, DVLA, HM Revenue & Customs, the police, debt collection agencies (including solicitors) and any other relevant organisation.

Europcar may also provide personal data to the British Vehicle Rental & Leasing Association ("BVRLA"), which may pass such data to its members to assist them in deciding whether to accept you or any Nominated Driver as a customer. Our data protection policy is available at: www.europcar.be

Europcar will collect and process data to provide you with car rental services and for marketing purposes such as special promotions and loyalty programmes. You will have the right to object free of charge to the processing of your personal data for direct marketing purposes.

Any information to be collected by Europcar will be indicated to you in the rental agency or online by an asterisk. Only companies belonging to the Europcar Group and franchisees will receive such information. Some of the recipients of the data collected may be established in countries where the legislation relating to personal data does not provide an effective level of protection equivalent to the protection offered by Belgian laws and the rules and directives of the Belgian Commission for the Protection of Privacy. However, the transfer of data to a country offering an insufficient level of protection will only be accepted on the basis of the exception of the performance of a contract between the data controller and the data subject or for the performance of measures prior to the contract taken at the request of the data subject (article 22 §1, 2° of the Law on the protection of privacy with regard to the processing of personal data).

On this basis, you have the right to access, rectify and delete the data concerning you. You can exercise this right by sending a letter to Europcar at the following address: Europcar Customer Services, Brixtonlaan 43, 1930 Zaventem.

You and/or the Driver are informed that your personal data may be provided to the police on request in the event of a traffic offence and/or any crime committed during the rental period.

As Europcar is also a member of the Rental Companies Branch of the "Conseil National des Professions de l'Automobile (CNPA)", a certain amount of data resulting from the Rental Contract may be transmitted with a view to their pooling among the members of the said branch, in order to enable them to legitimately decline a rental. In accordance with CNIL procedure no. 2006-235 of 9 November 2006, you will be informed beforehand if you are concerned by the said measures, and you will have the right to object to the said recording, to examine your personal data, to rectify it and to delete it by contacting the CNPA Rental Companies Branch (50 rue Rouget de Lisle - 92158 Suresnes Cedex).

By accepting these Terms and Conditions, you expressly agree to Europcar's aforementioned privacy policy.

ARTICLE 22 WHAT HAPPENS IN THE EVENT OF A RENTAL DISPUTE

a) Applicable law

The lease will be governed exclusively by Belgian law.

b) Expertise

Any dispute between the contracting parties arising from the rental contract concluded in Belgium and which cannot be settled amicably will fall within the jurisdiction of the Courts and Tribunals of the judicial district of Brussels and the exclusive jurisdiction of the Justice of the Peace of Ixelles for disputes falling within its jurisdiction ratione materiae. If the customer is considered to be a consumer, the court designated by law shall have jurisdiction without prejudice to the application of the Brussels I Regulation (1215/2012).

c) Customer service

Regardless of where you are renting, you can always choose to consult Customer Services in the country where you live. Your Customer Service team will then contact the rental country on your behalf and try to resolve your problem.
You can contact Customer Services at the following addresses and telephone numbers:
Europcar Customer Services, Brixtonlaan 43, 1930 Zaventem
Tel 02/709.71.15 | Fax 02/709.71.20 | customer.servicesbelgium@europcar.com

d) Notifications

All notices required to be given to You or Europcar under the Rental Agreement shall be sent to the addresses set out in the Rental Agreement, confirmed by You and Europcar as the elected domicile for all purposes and via which all changes shall be communicated to the other party.

e) Settlement of disputes

To settle disputes concerning rentals in Belgium, you can contact the "Mediation service for consumers":
North Gate II
Koning Albert II-laan 8
1000 Brussel
Tel: 02 702 52 00
Fax: 02 808 71 20
E-mail: contact@consumentenombudsdienst.be
Web: http://www.consumentenombudsdienst.be
If the country of hire and your country are different, You may also choose to submit your claim to the European Car Rental Conciliation Services.
E-mail: complaint@ecrcs.eu

Europcar has subscribed to the ECRS programme in order to enable its customers to settle disputes concerning the cross-border rental of vehicles within Europe. The condition is that the country where the reservation was made must be different from the country where the actual rental takes place.

f) Fraud

In the event of fraud, you may be invoiced for all costs resulting from actions taken by Europcar or its insurer to demonstrate the fraud. Europcar reserves the right to no longer rent vehicles to the Hirer and/or driver in question. This right extends to all companies belonging to the Europcar group, both in Belgium and in other countries.

g) Contractual documents

The binding documents between you and Europcar are, in order of importance, the following: The Rental Contract;
The General Terms and Conditions of Rental and their appendices;

Europcar's General Terms and Conditions of Insurance and Protection;
Tariff Guide ;
The confirmation email you received when you booked a Vehicle.

ARTICLE 23 IS THERE A CODE OF CONDUCT WITHIN THE CAR RENTAL INDUSTRY?

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

APPENDIX 1: GENERAL TERMS AND CONDITIONS OF INSURANCE AND COVERAGE

Who are we ?

We are EUROPCAR Belgium, a limited company, incorporated under Belgian law, with its registered office at: 231 Avenue Louise, 1050 Brussels (Belgium). Europcar SA is registered in the Brussels register of legal persons under number (VAT BE) 0413.087.168 (hereinafter referred to as "Europcar") and we provide vehicle rental services under the "Europcar" brand.

Thank you for choosing Europcar for your car rental. We hope that everything goes as smoothly as possible for you during your rental, however if this should not be the case, you will find below a summary of:

- The insurance that we include in our rental service because we are required to do so by law (Civil Liability Insurance); and
- The protection we offer is designed to give you peace of mind during your rental period.

This compulsory insurance and these protection products are intended to cover your potential financial exposure to risks if any of the following circumstances occur while you are hiring and using one of our Vehicles. Without them, you will be personally liable for the financial consequences resulting from:

Liability towards third parties

For bodily injury or death suffered by third parties or damage to their property that occurs as a result of an accident or incident for which you are responsible. Damage to third party property could include buildings or their contents, machinery or personal effects. The financial consequences of such liability may include the cost of any business interruption arising from the third party's personal injury or death and/or damage to their property.

Damage caused to the Vehicle or theft of the Vehicle

The Vehicle itself may be damaged as a result of a collision or attempted theft and may need repair or may be damaged beyond repair; 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 that takes place, the injured Passengers will be covered by our Third Party Liability insurance whereas your own injuries (and the potential consequences arising therefrom) or death will not be covered. You may, however, be protected in these circumstances if you take out separate cover under our PAI (or SPAI - see article 5 of this appendix) protection.

DEFINITIONS

For the purposes of this document, we have given the terms and expressions listed below the following meanings:

Abnormal use

Means that the use of the Vehicle while it is in your care does not comply with current road traffic regulations and/or does not comply with the provisions of the General Terms and Conditions of hire and/or the standards of use and driving that are expected of a reasonable and careful driver.

Accident notification

Means an exhaustive statement (including any other attached documents) which relates all the elements concerning an accident or incident as they occurred (for example, how the event occurred, the nature of the damage caused to the Vehicle, the location of the incident, the dates and circumstances in which it occurred and the contact details of the third party(ies) involved and/or potential witnesses, if any).

Bodily injury

Means any physical or mental injury suffered by a person as a direct result of an accident; excluding an intentional or self-inflicted act or an act resulting from illness or disability.

Luggage

Luggage, excluding goods, means travel bags, suitcases and the personal effects or objects of the Hirer and/or his passengers that they contain. Personal items include valuables costing five hundred euros (€500) or more, as well as jewellery (fine and cultured pearls, precious stones and hard stones) and furs belonging to the hirer and/or his/her passengers. Computers, electronic diaries, audio-visual equipment, cameras, video or HIFI equipment belonging to the hirer and/or his/her passengers are deemed to be luggage.

Book value

Means the value of a Vehicle as recorded in our books at the time of the incident.

Collision

Means contact between the Vehicle and a fixed or moving body or object.

Excess

Is the maximum amount which, subject to compliance with the General Conditions of Hire and in the absence of any serious breach of the applicable laws, will be charged to you in respect of the cost of any damage caused to the Vehicle as a result of a collision or attempted theft thereof, or in respect of the loss of the Vehicle if it has become irreparable or if we do not recover it following theft. The Deductible is a nonredeemable amount that applies according to the conditions of the cover you have taken out.

General rental conditions

Means the document which you acknowledge that you have read and accepted on signing your tenancy agreement and which sets out the mutual rights and obligations which apply to both you and us during the tenancy period.

Immobilization

Describes the period during which Europcar is unable to hire the Vehicle to another customer because, following damage during the rental period, we have to take it off the road.

Passenger

Means any person other than the driver who is carried or who travels in or on the Vehicle free of charge. A Passenger will be considered as a Third Party for the purposes of the compulsory Third Party Liability insurance.

Protection

In this document applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to a non-redeemable Excess.

Claims

All damage attributable to the same event is considered to be a single claim.

Third party

Means any party to an accident or incident - other than the driver of the Vehicle. For the avoidance of doubt, a Passenger is deemed to be a Third Party.

Civil liability insurance

Means the insurance which covers the compulsory civil liability of the driver of a Vehicle to third parties for damage to their property, personal injury or death arising from an accident occurring while you were driving the Vehicle. This cover is a legal obligation and therefore forms an integral part of our rental service. Its cost is included in the rental charge.

Vehicle
Means the vehicle you hire from us or drive with our authorization.

Nous ou nous/Notre ou notre/Nos ou nous
Means Europcar Belgium.

You or you/your or your/your or your
Means a driver designated in the hire contract.

1. LIABILITY INSURANCE

We are required by the law of the countries in which we provide our rental services to insure our Vehicles against Third Party Liability. We have therefore taken out the best Civil Liability insurance with the most renowned insurers on the market. This insurance is automatically included in our vehicle rental services. You are therefore automatically covered to the level legally required in the country in which you hire the Vehicle for the consequences that others may suffer as a direct result of your actions while driving the Vehicle.

a) What am I insured against?

As required by law, you are insured against the following financial consequences that may result from an incident or accident caused by you while driving the Vehicle:

- any bodily injury or death suffered by Third Parties;
- any damage to property suffered by Third Parties and the losses and costs arising from such damage.

b) What is excluded?

- Third-party liability insurance does not include :
- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to your property and personal effects when being transported; or
- any damage to the Vehicle. No Europcar vehicle is covered for its own property damage.

c) What is my financial exposure under Civil Liability?

Provided you have not committed a serious breach of the laws in force (including all applicable rules of the Highway Code), you are insured against the financial consequences to third parties that may result from an incident or accident caused by you while driving the Vehicle up to the level locally required by the Law in force.

However, if you have not complied with these laws and/or regulations, although our insurer will continue to meet its obligations towards Third Parties under the Civil Liability insurance contract, you may nevertheless be required to reimburse all or part of the costs incurred by the insurer in respect of the incident or accident.

d) How can you keep us informed?

When the circumstances involve Third Parties, it is important that you complete and sign an accident report with your best efforts, which will provide us with full details of both the incident or accident and the Third Party. This will enable us to defend our position against the Third Party (if you are responsible for the incident or accident) or to recover costs from the Third Party (if the Third Party is responsible for the incident or accident). The accident report must be sent to us within three working days of the incident or accident occurring, or as soon as possible given the circumstances.

PROTECTION EUROPCAR

2.1 PROTECTION AGAINST DAMAGE TO VEHICLE (CDW)

Our Vehicle Damage Protection limits your financial exposure to damage caused to the Vehicle while it is in your care. If you choose our standard Vehicle Damage Protection and subject to compliance with the law and our General Terms and Conditions of Hire, you will be exempt from the cost of any damage to the Vehicle in excess of the Excess. You can reduce or eliminate the Excess by opting for our superior range of vehicle damage protection instead of our standard protection.

This protection does not cover loss or theft of, or damage to, objects or property (including Baggage or goods) which are deposited, kept or carried in or on the Vehicle by you or a Passenger.

a) What am I covered for?

This product limits your financial exposure per claim for any sum in excess of the Deductible for all of the following costs:

- the cost of damage to or repair of the Vehicle or its book value if it is beyond repair; and
- the cost for the immobilizing of the Vehicle while it is being repaired or if it is beyond repair in the following circumstances :
  - you collide with a fixed or moving object or body; or ○ the Vehicle is vandalized while you are driving or using it; or
  - a window, headlights or reflectors are damaged or broken, or tires are damaged or punctured in a collision.

b) What is excluded from protection?

You remain financially responsible for the full cost of any damage to the Vehicle, if such damage is caused:

- by intentional acts of the driver; or
- an explosion or fire occurring in (or against) the Vehicle because you are using it to carry dangerous goods (dangerous goods being any product or substance which, by reason of its nature and/or main characteristics, is reasonably believed to present a danger and which, unless carried with due care and safety, is likely to damage the Vehicle and cause injury to a Third Party within a reasonable distance of it)
- by its total or partial theft or by an act of vandalism while the Vehicle is parked without your presence;
- by your negligence (defined as behavior that does not meet the standards expected of a reasonably sane person in similar circumstances) or the negligence of your Passengers (for example and without limitation an incident caused by the use or involvement of cigarettes or cigars); because the keys are lost or stolen.
- to the suspension of the leased vehicle, if the damage is to the engine, gearbox or other mechanical parts,
- due to raised ground and/or ground conditions and if the damage is the result of impacts on the underside of the bodywork

Loss of or damage to your own property while it is being carried or kept in or on the Vehicle during the rental period is not covered by this protection.

c) How can I benefit from protection?

You must :

- subscribe to the protection ;
- comply with our General Terms and Conditions of Hire and all applicable road traffic laws and regulations during the hire period;
- notify us within 24 hours of the date of the incident and, in any event, before the end of your rental period. You must also return to us a complete and duly completed Accident Statement and/or any other document you consider useful in support of it.

d) What is my exposure?

If during your hire period the Vehicle is damaged and you have not taken out this protection, you will be liable for the total cost of the damage plus compensation for immobilization. We will calculate the average cost of minor damage on the basis of a list of minor damage that you can consult in our branches. If the damage in question does not appear on the list (because it does not correspond to what is considered as "minor damage" or if it is impossible to calculate an average price) an independent expert will then assess the cost of the damage within the limit of the total book value of the Vehicle.

However, subject to compliance with our General Terms and Conditions of hire and with the laws and regulations in force concerning road traffic, the maximum you may have to pay us for any one claim will correspond to the amount of the Deductible.

2.2 THEFT PROTECTION (THW)

Our theft protection limits your financial exposure for the loss of the Vehicle if it is stolen or for damage caused by attempted theft or if the Vehicle is vandalized during your rental while parked without you being present. If you have opted for this protection, subject to compliance with our General Terms and Conditions of hire, we will pay the costs resulting from the theft, attempted theft or act of vandalism that exceed the Excess. You can reduce or eliminate the Excess by opting for our superior range of theft protection instead of our standard protection.

a) What am I covered for?

This product limits your financial exposure to any sum in excess of the Deductible for all of the following costs:

- the cost of damage to or repair of the Vehicle or its book value if it is irreparable or not recovered; and
- the cost of immobilizing the Vehicle while it is being repaired or if it is beyond repair

In the following circumstances:

- theft of the Vehicle and any accessory following a break-in (an accessory being any standard component incorporated in or on the Vehicle and supplied with it by the manufacturer);
- attempted theft of the Vehicle and any accessories ;
- any act of vandalism committed against the Vehicle while it is parked without you being present;
- any window, headlight or reflector damaged or broken or any tire damaged or punctured as a result of the theft or attempted theft.

b) What is excluded from protection?

This product does not cover you in the following circumstances:
If the Vehicle is stolen or damaged due to your negligence or more specifically (and without limitation) due to the keys having been left in the Vehicle while it was unattended or entrusted to an unauthorized person, your failure to use the anti-theft device correctly, any failure to return the keys to us or if you have left the Vehicle unlocked when not in use. Theft of or damage to personal and/or business effects and any property carried in or on the Vehicle.

c) How can I benefit from protection?

You must :

- **subscribe to the protection ;
- **comply with our General Terms and Conditions of hire as they apply to theft or attempted theft of the Vehicle;
- **inform the local police of any incident or event immediately or as soon as reasonably possible and send us the police report or any evidence that the report has been made to the police;
- Inform us, via the departure agency, within 24 hours of becoming aware of the disappearance of the Vehicle and send us the keys to the agency where you picked up the Vehicle.
  ** these are the minimum conditions.

d) What is my exposure?

If, during your hire period, the Vehicle is stolen or damaged as a result of attempted theft or vandalism while the Vehicle is parked and unattended and you have not taken out this cover, then you will be fully liable for the full cost of the damage to the Vehicle (if the Vehicle is recovered) or the full Book Value of the Vehicle if it is not recovered, together with compensation for immobilization calculated on the basis of the daily rental rate set out in your contract multiplied by the number of days during which the Vehicle was stolen.

If you take out protection against theft and subject to compliance with our General Terms and Conditions of hire, the maximum you may have to pay us will correspond to the amount of the Excess.

2.3 PREMIUM PROTECTION

This protection will apply to any damage caused to the Vehicle or theft of the Vehicle during your hire. If the damage occurs as a result of a road traffic accident, vandalism or theft of the Vehicle, the cost of repairing the property damage or financial loss will then be covered by the protection at a digressive daily cost.

This protection is only valid for drivers aged 26 and over.

a) What am I covered for?

This product exempts you from financial responsibility for all of the following costs, provided that the general rental conditions are complied with:

- the cost of damage to or repair of the Vehicle* or its book value if it is irreparable or not recovered; and

- the cost of immobilising the Vehicle while it is being repaired or if it is beyond repair;

- Premium protection also includes SPAI (Super Personal Accident Insurance).

*except for the damage mentioned in point 2.3 b).

In the following circumstances :

- theft of the Vehicle and any accessory following a break-in (an accessory being any standard component incorporated in or on the Vehicle and supplied with it by the manufacturer) ;

- attempted theft of the Vehicle and any of its accessories;

- any act of vandalism committed against the Vehicle while it is parked without you being present;

- any damage caused during the theft or attempted theft.

b) What is excluded from cover?

This product does not cover you in the following circumstances:

If the Vehicle is stolen or damaged as a result of your negligence or more specifically (and without limitation) as a result of the keys having been left in the Vehicle while it was unattended or entrusted to an unauthorised person, your failure to use the anti-theft device correctly, any failure to return the keys to us or if you have left the Vehicle unlocked when not in use.

Damage to the underbody and roof are not covered by this protection.

c) What do I have to do to benefit from the protection?

You must:

- subscribe to this protection;
- comply with our General Terms and Conditions of hire;
- inform the local police of any incident or event immediately or as soon as reasonably practicable and send us the police report or evidence that the report has been made to the police;
- inform us, via the departure agency, within 24 hours of becoming aware of the disappearance of the Vehicle and send us the keys to the agency where you picked up the Vehicle.

** These are the minimum conditions.

d) What is the amount of my financial exposure?

If, during your hire period, the Vehicle is stolen or damaged as a result of an attempted theft, an accident or an act of vandalism while the Vehicle is parked and unattended and you have not taken out this protection, you will be fully liable for the cost of the damage, you will then be fully liable for the full cost of the damage caused to the Vehicle (if the Vehicle is recovered) or the full Book Value of the Vehicle if it is not recovered, together with compensation for immobilisation calculated on the basis of the daily rental rate provided for in your contract multiplied by the number of days during which the Vehicle was stolen.

If you take out Premium protection and subject to compliance with our General Terms and Conditions of hire, Europcar will not charge you any compensation.

2.4 MEDIUM PROTECTION

This protection will apply to any damage caused to the Vehicle or theft of the Vehicle during your hire. If the damage occurs as a result of a road traffic accident, vandalism or theft of the Vehicle, the cost of repairing the material damage or financial loss will then be covered by the protection, subject to a degressive daily cost and an excess on return of the Vehicle.

a) What am I covered for?

This product limits your financial liability to a maximum excess per impact or area of damage, relating to all of the following costs and provided that the general rental conditions are complied with:

- the cost of damage to or repair of the Vehicle* or its book value if it is irreparable or not recovered; and
- the cost of immobilizing the Vehicle while it is being repaired or if it is beyond repair;
- Medium protection also includes PAI (Personal Accident Insurance).

*except for the damage mentioned in point 2.3 b).

In the following circumstances :

- theft of the Vehicle and any accessory following a break-in (an accessory being any standard component incorporated in or on the Vehicle and supplied with it by the manufacturer) ;
- attempted theft of the Vehicle and any of its accessories;
- any act of vandalism committed against the Vehicle while it is parked without you being present;
- any damage caused during the theft or attempted theft.

b) What is excluded from cover?

This product does not cover you in the following circumstances:

If the Vehicle is stolen or damaged as a result of your negligence or more specifically (and without limitation) as a result of the keys having been left in the Vehicle while it was unattended or entrusted to an unauthorised person, your failure to use the anti-theft device correctly, any failure to return the keys to us or if you have left the Vehicle unlocked when not in use.

Damage to the underbody and roof are not covered by this protection.

You are not covered for the administrative costs of processing the claim.

c) What do I have to do to benefit from the protection?

You must:

- subscribe to this cover;
- comply with our General Rental Conditions;
- inform the local police of any incident or event immediately or as soon as reasonably possible and send us the police report or any proof that the report has been made to the police;
- inform us, via the departure agency, within 24 hours of becoming aware of the disappearance of the Vehicle and send us the keys to the agency where you picked up the Vehicle.

** These are the minimum conditions.

d) What is the amount of my financial exposure?

If, during your hire period, the Vehicle is stolen or damaged as a result of attempted theft, an accident or an act of vandalism while the Vehicle is parked and unattended and you have not taken out this protection, you will then be fully liable for the total cost of the damage caused to the Vehicle (if the Vehicle is recovered) or the total Book Value of the Vehicle if it is not recovered, as well as compensation for immobilization calculated on the basis of the daily rental rate provided for in your contract multiplied by the number of days during which the Vehicle was stolen.

If you take out Medium protection and subject to compliance with our General Terms and Conditions of hire, Europcar will then charge you for the value of the damage up to a maximum of the value of the excess, per impact or area of damage.

2.6 SELECTION PROTECTION (for vans only)

This protection will apply to any damage caused to the Vehicle or theft of the Vehicle during your hire. If the damage occurs as a result of a road traffic accident, vandalism or theft of the Vehicle, then the cost of repairing the property damage or financial loss will be covered by the protection, subject to a degressive daily charge and an excess on return of the Vehicle.

a) What am I covered for?

This product limits your financial liability to a maximum excess per impact or area of damage, relating to all of the following costs and provided that the general rental conditions are complied with:

- the cost of damage to or repair of the Vehicle* or its book value if it is irreparable or not recovered; and
- the cost of immobilising the Vehicle while it is being repaired or if it is beyond repair;

In the following circumstances :

- theft of the Vehicle and any accessory following a break-in (an accessory being any standard component incorporated in or on the Vehicle and supplied with it by the manufacturer) ;
- attempted theft of the Vehicle and any of its accessories;
- any act of vandalism committed against the Vehicle while it is parked without you being present;
- any damage caused during the theft or attempted theft.

b) What is excluded from cover?

This product does not cover you in the following circumstances:

If the Vehicle is stolen or damaged as a result of your negligence or more specifically (and without limitation) as a result of the keys having been left in the Vehicle while it was unattended or entrusted to an unauthorised person, your failure to use the anti-theft device correctly, any failure to return the keys to us or if you have left the Vehicle unlocked when not in use.

Damage to the underbody and roof are not covered by this protection.

You are not covered for the administrative costs of processing the claim.

c) What do I have to do to benefit from the protection?

You must:
- subscribe to this cover;
- comply with our General Rental Conditions;
- inform the local police of any incident or event immediately or as soon as reasonably possible and send us the police report or any proof that the report has been made to the police;
inform us, via the departure agency, within 24 hours of becoming aware of the disappearance of the Vehicle and send us the keys to the agency where you picked up the Vehicle.

** These are the minimum conditions.

d) What is the amount of my financial exposure?

If, during your hire period, the Vehicle is stolen or damaged as a result of attempted theft, an accident or an act of vandalism while the Vehicle is parked and unattended and you have not taken out this protection, you will then be fully liable for the full cost of the damage caused to the Vehicle (if the Vehicle is recovered) or the full Book Value of the Vehicle if it is not recovered, together with compensation for immobilization calculated on the basis of the daily rental rate provided for in your contract multiplied by the number of days during which the Vehicle was stolen.

If you take out Selection protection and subject to compliance with our General Terms and Conditions of hire, Europcar will then charge you for the value of the damage up to a maximum of the value of the excess, per impact or area of damage.

PROTECTION AGAINST GLASS BREAKAGE, HEADLIGHTS AND TYRES (WWI)

This protection will apply to any damage caused to windows, headlights or tires in the normal use of the Vehicle during your hire period. If the damage occurs as a result of a road traffic accident, then the cost of repairing or replacing the glass, lights or tires will be covered by Collision Damage Waiver.

a) What am I covered for?

If you have taken out this cover, you are protected against any financial liability for damage caused:

- to the windscreen; or
- any side or rear window; or
- headlights; or
- rear-view mirror glass in or on the Vehicle, if the damage occurs during your rental, excluding the sun and/or panoramic roof;
- to tires fitted to the Vehicle, unless the damage results from abnormal use (see definition on page 1) of the Vehicle by you.

b) What is excluded from protection?

This product does not cover you for financial exposure arising from damage to the Vehicle if the damage results from any intentional or negligent act on your part in the use of the Vehicle.

This product does not cover theft, fire and/or vandalism.

You are not covered for the administrative costs of processing the file.

c) How can I benefit from Protection?

You must :

- subscribe to the protection,
- comply with our General Terms and Conditions of Rental and all applicable traffic laws and regulations during your rental period,

- inform us within 24 hours of the date on which the incident occurred and, in any event, before the end of your rental period.

You must return to us a duly completed and signed Accident Declaration and any other documents relating the facts as they occurred (the nature of the damage caused to the Vehicle, the place where the incident took place, the dates and circumstances in which it occurred and the contact details of any witnesses). You may, of course, include any other document you consider useful in support of your Accident Statement.

d) What is my exposure?

If during your hire any of the Vehicle's windows or headlights are broken and/or any tires fitted to the Vehicle are damaged and you have not opted for this protection, then you will be fully liable for the full cost of the damage to us.

If, on the other hand, you take out this glass breakage, headlight and tire protection on its own or as part of our "PREMIUM" protection package (and subject to compliance with our General Terms and Conditions of Lease and current road traffic laws and regulations), you will not suffer any financial exposure as a result of this damage.

If you take out this glass breakage, headlight and tire protection as part of our "MEDIUM" protection package (and subject to compliance with our General Terms and Conditions of Rental and current road traffic laws and regulations), the maximum you may have to pay us will correspond to the amount of the Excess defined.

2.4 PROTECTION ROAD SIDE ASSISTANCE (RSA)

For the duration of your agreed rental period and on Belgian territory, you benefit from a 24-hour breakdown and assistance service linked to the use of the vehicle, at no extra charge.

Breakdowns or misfuelling caused by the customer, breakage or loss of Vehicle keys, battery breakdowns and punctures and/or damage to tires are excluded from the free service and will be subject to a fixed charge.

Our RoadSide Assistance protection limits your financial exposure to the lump sums payable in the above circumstances. If you opt for our assistance plus protection and subject to compliance with the law and our General Rental Conditions, you will be exempt from these sums in return for a fixed cost per rental day (see the Europcar Belgium Tariff Guide available at www.europcar.be).

a) What am I covered for?

This product limits your financial exposure to the lump sums invoiced by Europcar in the event of intervention by our breakdown and assistance service in the event of:

- fuel breakdowns or errors
- breakage or loss of Vehicle keys
- Punctures and/or damage to tires
- Battery failure (discharged battery)

b) What is excluded from protection?

Engine breakdown due to fuel failure or misfuelling is not covered under this protection product. You are not covered under RSA protection for the administrative costs of processing the file.

c) What is my exposure ?

For a fixed amount per rental day, subject to compliance with our General Terms and Conditions of Rental, you will be exempt from the fixed charges that Europcar may have to invoice you in the cases mentioned above in the event of intervention by our breakdown and assistance service.

What do I need to do to benefit from Protection?

You must :

- subscribe to the protection,
- comply with our General Terms and Conditions of Rental and all applicable traffic laws and regulations during your rental period,

If any of the above circumstances occur, you should contact our Help Desk.

d) What is my exposure?

If, during your rental period, you experience a breakdown or misfuelling, breakage or loss of the Vehicle's keys, a puncture and/or damage to tires or a battery breakdown, you will be liable for the fixed sums detailed in our Europcar Tariff Guide available on our website for the intervention of our breakdown and assistance service.

If you subscribe to RSA protection and contact our assistance and breakdown service to the exclusion of any other service, you will not be charged the flat-rate fees due to Europcar in these circumstances.

e) How can I benefit from this protection at abroad?

You must subscribe to the Emergency Management Service Abroad (Roadside Assistance (RSA) + Cross Border Fee (CBF)), the price of which is shown in our Tariff Guide available on our website (https://www.europcar.be/en/terms-and-conditions/europcar-rates).

2.5 Cross Border Fee (CBF)

a) Commercial & passenger vehicles

This surcharge authorizes you to leave Belgian territory and to retain the liability included with the CDW and THW within the authorized territories.

If you have taken out additional cover, this will also apply provided you are in an authorized territory and category.

In the event of a breakdown or accident in one of the authorized territories outside Belgium, you must also have taken out Roadside Assistance (RSA) to benefit, with the Cross Border Fee, from assistance that exempts you from the flat-rate towing and roadside assistance costs.

If you do not take out the Cross Border Fee, you will remain fully liable for any damage to our Vehicle outside Belgian territory and you will be responsible for all costs incurred as a result of this damage, as well as breakdown assistance (covered by the RSA) and any other costs.



2.6 EMERGENCY MANAGEMENT SERVICE ABROAD (Roadside Assistance + Cross Border Fee)

This protection covers you against the costs of assistance services abroad. If you opt for our EMSA protection (RSA + CBF) and subject to compliance with the law and our General Terms and Conditions of Rental, you will be exempt from these sums in return for a fixed cost per rental day (see Europcar Belgium Tariff Guide available at www.europcar.be).

a) What am I covered for?

This product limits your financial exposure to the lump sums invoiced by Europcar in the event of intervention by our breakdown and assistance service abroad in the event of:

- fuel breakdowns or errors
- breakage or loss of Vehicle keys
- Punctures and/or damage to tyres
- Battery failure (discharged battery)

b) What is excluded from protection?

Engine breakdown due to fuel failure or misfuelling abroad is not covered under this protection product. You are not covered under this protection product for the administrative costs of processing the file.

c) What is my exposure?

For a fixed amount per rental day, subject to compliance with our General Terms and Conditions of Rental, you will be exempt from the fixed charges that Europcar may have to invoice you in the cases mentioned above in the event of intervention by our breakdown and assistance service.

d) What do I need to do to benefit from Protection?

You must:

- Subscribe to Roadside Assistance (RSA) + Cross Border Fee (CBF),
- comply with our General Terms and Conditions of Rental and all applicable traffic laws and regulations during your rental period,

If any of the above circumstances occur, you should contact our Help Desk.

e) What is my exposure?

If, during your rental period, you experience a breakdown or misfuelling, breakage or loss of the Vehicle's keys, a puncture and/or damage to tires or a battery breakdown, you will be liable for the fixed sums detailed in our Europcar Tariff Guide available on our website for the intervention of our breakdown and assistance service.

If you subscribe to EMSA protection and contact our assistance and breakdown service to the exclusion of any other service, you will not be charged the flat-rate fees due to Europcar in these circumstances.

OTHER PROTECTION

2.7 PERSONAL ACCIDENT & LUGGAGE COVER (PAI & SPAI)

The following information is provided for information purposes only and does not replace or take precedence over the general terms and conditions of the Axa Corporate Solutions policies (PAI # n°XFR0078448GP / SPAI # n°XFR0078449GP) which can be consulted at www.europcar.be.

We automatically include Third Party Liability insurance as part of our hire services (for more information on this insurance, please refer to section [I] above entitled "General Terms and Conditions of Third Party Liability Insurance"), it does not cover personal injury to the person driving the Vehicle at the time of the collision.

If you cause a collision while driving the Vehicle, you will not be covered by the insurer of the rented Vehicle or by the insurer of a third party for the financial consequences of the collision:

- Personal injury or death; or
- Any damage to or loss of your Baggage or the objects or personal effects it contains.
-

In order to minimize your financial exposure to such damage, loss or bodily injury in these circumstances, we offer you two separate types of cover, to which you can subscribe, without accumulation, to one of the two protection products below.

The first cover (Personal Accident cover) guarantees you cover for medical expenses incurred as a result of injuries sustained; and/or lump-sum compensation in the event of disability or death following an event covered by the policy or an accident).

The second type of cover (Super Personal Accident and Baggage cover) guarantees you a higher level of cover for medical expenses incurred as a result of injuries sustained; and/or lump-sum compensation in the event of disability or death following an accident or event covered by the policy, as well as cover for Baggage.

The period of validity of these products corresponds to the dates indicated on your vehicle rental invoice, with a maximum of 120 consecutive days.

2.8 PERSONAL ACCIDENT PROTECTION (PAI)

a) What am I covered for?

Under this protection, you will be reimbursed for the following financial consequences of your death or any bodily injury suffered as a direct result of a collision while you or a passenger are driving the Vehicle:

- a lump sum of up to €50,000 per person o in the event of death (or presumed death) within 24 months of the collision or claim;
- in the event of permanent partial or total disability directly attributable to the collision or claim ;
- medical expenses up to a maximum of €2,500 per person (including hospitalization, consultations and pharmaceutical costs; X-rays and appropriate medical tests; dental treatment or any prosthesis) caused by a collision or an event covered by the policy.

Provided you have taken out this cover, it will apply to you and/or any Passengers in the Vehicle who are victims of a collision that occurs during your rental period.

You can benefit from this protection regardless of who is responsible for the collision in the following situations:

- Passengers who are still considered to be third parties under Civil Liability insurance may be compensated by Civil Liability insurance, but they may also receive the lump-sum compensation to which they are entitled under Personal Accident Protection.

- If you are not the cause of the collision that occurred while you were driving the Vehicle ("a driver not at fault"), you may be compensated by the Third Party Liability insurance of a liable third party, but you may also receive the lump-sum compensation to which you are entitled under Personal Accident Protection.
- If you are the cause of the collision that occurs while you are driving the Vehicle (an "at-fault driver"), you will not be entitled to compensation under the Civil Liability insurance, but you may receive the lump-sum compensation to which you are entitled under the Personal Accident Protection insurance.

b) What is mainly excluded from protection?

Personal Accident protection does not cover :

- any of the costs incurred above where the incurrence of the expense is not directly attributable to the collision or claim occurring while the Vehicle was under your control or where you intentionally cause or provoke the accident or collision; or
- costs relating to treatment you were receiving or conditions you were suffering from before the accident or collision; or
- any damage to or loss of your Baggage; or
- any damage to the Vehicle

A full description of Personal Accident cover is available at www.europcar.be : (https://www.europcar.be/EBE/module/render/PAI-SPAI-policies)..

c) What is my exposure?

Subject to compliance with the applicable law (including current road traffic regulations and, in particular, compliance with the provisions relating to the wearing of seat belts and the maximum number of seats regularly provided for according to the manufacturer's specifications for the rented vehicle) you will benefit from protection up to the maximum amounts defined above.

However, if you have not complied with the legislation and/or regulations in force, our insurer may refuse to cover you for the entire protection. For example, if 7 people are injured in a vehicle designed for 5 people, Personal Accident cover will not apply. On the other hand, if it can be shown that you were even partially responsible for the extent of the bodily injury suffered in the collision or accident, our insurer may reduce the compensation due under this cover.

d) How do I inform the insurer?

It is important that you make every effort to complete and sign the Declaration form correctly. This will be available on request. This form enables us to obtain all the detailed information about the claim and to ensure that your declaration is processed as efficiently as possible. The Incident Report form must be sent to us within a maximum of 2 working days of the collision or event covered by the contract.

2.9 SUPER PROTECTION PERSONNELLE ACCIDENT & BAGACES (SPAI)

a) What am I covered for?

Under this cover, you may be reimbursed for the following financial consequences of your death or any bodily injury arising from a collision while you are driving the Vehicle, and/or any damage to or loss of any Luggage carried in the Vehicle:

- a lump sum of up to €200,000 per person
  - in the event of death (or presumption of death) within 24 months of the collision or claim;
  - in the event of permanent partial or total disability directly attributable to the collision or claim ;

- medical expenses up to a maximum of €10,000 per person (including hospitalization, consultations and pharmaceutical costs; X-rays and appropriate medical tests; dental treatment or any prosthesis) caused by a collision or an event covered by the policy.
- Compensation for the loss, damage, theft or destruction of your Luggage (with a value of more than €500) resulting from a collision or theft, up to a maximum of €5,000 per vehicle.

Provided you have taken out this cover, it will apply to you and/or any Passengers in the Vehicle who are victims of a collision that occurs during your rental period.

You can benefit from this protection regardless of who is responsible for the collision in the following situations:

- Passengers who are still considered as third parties under Civil Liability insurance may be compensated for bodily injury suffered, loss of or damage to Baggage by Civil Liability insurance, but they may also receive the lump-sum compensation to which they are entitled under super personal accident protection.
- If you are not the cause of the collision that occurred while you were driving the Vehicle ("a driver not at fault"), you may be compensated for bodily injury suffered or loss of or damage to Luggage by the Third Party Liability insurance, but you may also receive the lump-sum compensation to which you are entitled under the super personal accident protection.
- If you are the cause of the collision that occurs while you are driving the Vehicle (an "at-fault driver"), you will not be entitled to compensation for bodily injury and loss of or damage to Luggage under the Civil Liability insurance, but you may receive the lump-sum compensation to which you are entitled under the super personal accident protection.

b) What is mainly excluded from protection?

This super personal accident and baggage protection does not cover:

- any of the costs incurred above where the incurrence of the expense is not directly attributable to the collision or incident, which occurred while the Vehicle was under your control or where you intentionally cause or provoke the accident or collision; or
- costs relating to treatment you were receiving or conditions you were suffering from before the accident or collision; or
- the cost of loss, destruction or damage to your Baggage resulting from :
- damage caused by normal wear and tear, obsolescence or inherent vice of your Baggage. Damage caused by moths or vermin or by a cleaning, repair or restoration process, or by mishandling of your Baggage on your part.
- Damage to your Baggage resulting from confiscation, seizure or destruction by order of an administrative authority.
- Theft of your Luggage when the vehicle's doors, windows and boot were not locked.

- Theft by forcible entry of Goods and Luggage located in the passenger compartment of open-top or convertible vehicles. Goods and Luggage located in the boot of the vehicle are covered provided that the boot is locked and inaccessible from inside the vehicle.
- Accidents involving smokers, as well as damage caused by objects dropped or thrown into a fireplace.

The following goods and luggage are excluded from cover:

- dental, optical or other prostheses, glasses, contact lenses. Cash, personal papers, business documents, administrative documents, traveller's cheques, credit cards, airline tickets, tickets and vouchers. Keys and any other similar objects (e.g. magnetic cards or badges), mobile phones and goods.
- Valuables, jewellery and furs left in a parked vehicle at any time.
- Luggage or personal effects and objects left in a parked vehicle between Twenty Two and Six o'clock.
- any damage to the Vehicle

A full description of Personal Accident and Baggage cover is available at www.europcar.be.

c) What is my exposure?

Subject to compliance with the applicable law (including current road traffic regulations and, in particular, compliance with the provisions relating to the wearing of seat belts and the maximum number of seats regularly provided for according to the manufacturer's specifications for the rented vehicle) you will benefit from protection up to the maximum amounts defined above.

However, if you have not complied with the legislation and/or regulations in force, our insurer may refuse to cover you for the entire protection. For example, if 7 people are injured in a vehicle designed for 5 people, Personal Accident cover will not apply. On the other hand, if it can be shown that you were even partially responsible for the extent of the bodily injury suffered in the collision or accident, the insurer may reduce the compensation due under this cover. How do I inform the insurer?

It is important that you make every effort to complete correctly and sign the Incident Report form provided on the www.europcar.be website. This form enables the insurer to obtain full details of the claim and to ensure that your claim is processed as efficiently as possible. The Incident Report form must be sent to the insurer, whose contact details are given on the Report form, within a maximum of 3 working days of the collision or event covered by the contract.

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