



European
Consumer
Centre
Network

ECC-NET strategy group

CAR RENTAL REPORT

Problems faced by consumers renting vehicles, applicable legislation in the EU and linked suggestions for a better protection of consumers' rights.



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This report is based on the complaints received by ECCs FR, AT, SI, NL, SE, DK, FI, BE

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ECCs are experts on consumer issues in the EU

30 centres across all EU Member States, Norway, Iceland and the UK, work closely together to **resolve consumer disputes in an amicable manner**. Each centre is co-funded by the European Union and national governments.

By **providing a full and centralised service**, ECC-Net is committed to empowering consumers and enabling them to take full advantage of the Single Market.

The ECC-Net: 30 centres across Europe with 15 years of experience and unique expertise

The primary role of ECC-Net is **to enhance consumer** confidence when engaging in cross-border transactions by providing **free information and advice** to the public on their rights as consumers, as well as assistance in the resolution of cross-border consumer disputes.

Recently, it was also decided that the ECC-Net will contribute even more to the cooperation between national authorities responsible for the enforcement of consumer protection laws (CPC Network), as an **external alert mechanism**.

The ECC-Net is vital for consumers who are experiencing difficulties with traders from another EU-country, and the Consumer Conditions Scoreboard 2017 shows that the ECC-Net receives more cross-border complaints than alternative dispute resolution bodies or The European Small Claims Procedure. Over the last 15 years, ECCs have provided support to more than 1 million European consumers. Thus, the

ECCs are in a unique position to **document the cross-border problems consumers face within the EU**.

Providing help and information for car rental customers are among the ECC-Nets most frequent tasks.

STATISTICAL OVERVIEW

In 2019, the ECC-Net had 5902 consumer contacts related to car rental. In 4528 cases, ECCs answered the consumer's information requests and advised them on their rights, without taking further action. In 1374 cases though, ECCs intervened on behalf of the consumer to try to find an amicable settlement.

For 2020¹, the overall number of contacts dropped to 3557 (2795 questions and 762 complaints).

This decrease in numbers (overall -39.73 %) is not surprising though as the current pandemic has severely limited cross-border travel and therefore cross-border car rental as well.

Whereas in many touristic sectors, ECC-Net has observed an increase in cases due to cancellations, this was not the case in the car rental sector, as it is generally possible to cancel free of charge up to 48 or 72 hours before the scheduled rental date (note: each company has its own rules and different cancellation deadlines).

The repartition of cases is almost unchanged. When looking at the main 3 ECCs, 15% of cases have been registered by ECC UK, around 16% by ECC France and around 10% by ECC Germany.

When looking at where the traders are mostly based, 5% of the cases have been shared with ECC Spain, 4% (3% in 2020) with ECC Italy.

Concerning the selling method, in 32% of cases (which dropped to 25% in 2020) the contract was concluded on the premises. 50% (53% in 2020) of contracts were concluded online. 15% via intermediaries. This figure needs to be considered carefully, as in many cases consumers book their car online but the final rental agreement is concluded on the premises in the rental agency.

Focus on complaints :

In 2019, the ECC-Net intervened in 1374 complaints, in 2020 the number dropped to 762 (-44.54%), due to the global pandemic situation.

In 2019, in 35% of the complaints a positive resolution could be obtained by the ECC-Net (in 2020 in 31% of complaints).

In 2019, in 48% of the complaints, the ECC-Net could not find a positive solution (30% in 2020).

In 2019, only 6% of complaints were transferred to another body, including ADR (2% in 2020) out of which 2% (0.4% in 2019) found a positive outcome.

Most recurrent traders being involved are respectively Goldcar (240 in 2019, 127 in 2020), Interrent (56 in 2019, 19 in 2020), Sixt (44 in 2019, 23 in 2020) and Europcar (37 in 2019, 33 in 2020), as far as this can be extracted from the ECC-Net IT-Tool.

¹ Until November 2020

ECC-Net involvement in the car rental sector

For many years now the ECC-Net has been monitoring cross-border complaints in the car rental sector and shared its' experience with the European Commission, the CPC Network but also the industry, both on EU level via Leaseurope and at national level directly towards the companies involved in day to day case handling. Where necessary, bilateral meetings have been set up in order to enhance consumer protection in this area and reduce the number of complaints.

Following an alert by the ECC-Net, in 2015-2016 the CPC Network carried out a coordinated enforcement action to improve consumer information in the car rental sector: this joint enforcement action targeted large businesses representing 65% of all private car rentals in the EU. As an outcome the companies concerned aligned their car rental practices to EU consumer law requirements, by improving their information policies and making their terms and conditions fairer.²

The ECC-Net has been closely involved in the ECRCS Code of Best Practices and the Rental Charter. This document has definitely been an improvement and the ECC-Net receives lesser cases against the rental companies following these recommendations.

But car rental remains a major concern, recently complaints are especially linked to subsidiaries of major car rental firms not respecting the code of conduct, the efforts made in regard to transparency of information for consumers and not adhering to the ECRCS whereas their mother firms are cooperative.

Today, faced with the behaviour of several subsidiaries and smaller companies, we have to draw the conclusion that the provisions of EU directives on unfair commercial practices and contract terms, services and consumer rights but also the new Package Travel Directive are insufficient to adequately protect consumers availing of car rental services.

If no satisfying and efficient solutions can be found quickly, **sector-specific legislation for car rental services** could go a long way towards defining the obligations of the parties, including subsidiaries and brokers, and securing the market, given the number and the nature of the complaints concerning this industry³.

² Brussels, 23.5.2017 SWD(2017) 169 final COMMISSION STAFF WORKING DOCUMENT Evaluation of the Consumer Rights Directive

³ See also page 8 https://www.europe-consommateurs.eu/fileadmin/user_upload/eu-consommateurs/PDFs/PDF_EN/Programme_Politique_EN_Web-FINAL.pdf

I. BOOKING WITH AN INTERMEDIARY

To book a car, consumers have 2 options. They can book **directly with the rental company**, or they can choose to book a car **via a broker**.

While most of the time rental companies' websites are clear (about the booking conditions, the price, etc.) and there are no recurring disputes regarding this aspect, when booking with an intermediary, the consumer is linked to two (or even more) traders (at least the broker and the rental company⁴). This situation is the source of many disputes.

A. Broker's pre-contractual duties

ECC-Net observations on the most recurring issues:

- **Difficulties concerning what is included in the price:** the consumer books on the broker's website and pays online, but upon arrival discovers that there are still charges to be paid (e.g. local taxes, airport taxes, extras that were not included in the first contract/voucher etc.). Sometimes, some taxes are even charged twice (local/airport taxes are sometimes said by the broker to be included in the price, but the rental company charges them again on the premises). It is then impossible to know who is responsible for reimbursing the consumer (the broker or the rental company).

"Ms B. booked a car through a French broker for a rental in Bari/Italy. The voucher includes all taxes such as airport fees (mention in the voucher "inclus toutes taxes locales"). However, on premises the Italian rental company has invoiced once again airport fees for 20 EUR".

- **Information regarding the application of the rental company's Terms and Conditions to the rental contract:** when booking with an intermediary, the consumers often do not realise that the conditions of the rental company will also be applicable to them; not only the ones of the broker.
It also happens that the Terms and Conditions of the brokers and the rental company are not compatible. For example, the broker states that debit cards will be accepted but on the premises, the rental company refuses the debit card. In this case, the broker's responsibility would be engaged. Nevertheless, on an amicable level, it is almost impossible to obtain a satisfactory solution for consumers.
- **Imprecision of the Terms and conditions:** thanks to the brokers, some rental companies can expand their offer to several European countries. However, their services are not perfectly adapted to international consumers. For example, their Terms and Conditions

⁴ Other companies could be simple price-comparison-websites, where the consumer is just forwarded to the intermediary (or car rental company), without concluding a contract with them. This is quite confusing for consumers and they don't really know, which company is doing what.

can sometimes be badly translated to English, or not translated at all. This situation, not only contrary to national legislation, may also lead to conflicts of interpretation, often proving to be harmful to the consumer.

EU legislation:

Article 6 of the [Directive 2011/83/EU](#) of the European Parliament and of the Council of 25 October 2011 on consumer rights: **information requirements for distance and off-premises contracts.**

French law:

Article [L121-17](#) of the “Code de la consommation” and [1112-1](#) of the “Code civil”: **information obligations.**

Loi n° 94-665 du 4 août 1994 relative à l’emploi de la langue française : the use of French is compulsory for the designation, offer and presentation of goods, products or services as well as in advertisements intended for the public.

This law does not foresee correspondence between traders and consumers; some rental companies have a website in multiple languages, but cannot answer consumers’ questions in all these languages.

Article [L441-1](#) of the Code de commerce: **mandatory fields of the Terms and Conditions** (e.g. price, payment conditions etc.)

ECRCS Rental Charter⁵:

“The rental companies pledge to provide for their customers complete details of pricing, fuel policies and any excess mileage charges.”

Leaseurope guidelines to the Code of Best Practice for the car and van short term hire industry⁶:

“All mandatory charges, allowing the Customer to pick up and drive away the vehicle, in compliance with all roadworthiness rules applicable in the country where the rental takes place, and return with the vehicle, should be included in the headline price quoted once the Customer has entered their search details at the start of the booking process, and not just in the reservation price at the end of the booking process or at the rental desk.”

⁵ <https://www.ecrcs.eu/rental-charter.html>

⁶ <https://bvrla-sslstaging5.pixl8.london/uploads/assets/uploaded/959f6fc2-2e83-4424-97c79f98dca93a49.pdf>

“Information about standard optional products (such as child-seats, additional GPS, etc.) that are offered, including their prices, that are offered should be made clear at an early stage of the booking process.”

“The final price stated at the end of the booking process should include all mandatory charges allowing the Customer to pick up, drive away and return the vehicle, as well as the optional products he/she has selected during the booking process (e.g. the price of an excess waiver product).”

“During the booking process, it should be made clear with whom the Customer is booking, and with whom the rental contract will be concluded.”

“It should also be clarified that the Code’s principles are applicable to brokers and intermediaries as well as car rental companies. It is important that brokers and intermediaries should provide the same level of transparency regarding their offers. Contracts between brokers/intermediaries and Customers as well as contracts between brokers/intermediaries and Companies should not include terms and conditions contrary to the Code of Best Practice.”

“Terms and conditions should be fair and written in plain and intelligible language, with appropriate highlighting of key terms, so that they are easily understood by the average consumer.”

Suggestions:

-Both the rental companies and the brokers offering their cars for rent should follow the articles of the Code of Best Practices.

-To reinforce the broker’s information duty.

-To reinforce the cooperation between the brokers and the rental companies in order for them to agree on who is supposed to charge the taxes and the different fees.

-To create a system where the intermediary keeps the payment until the consumer receives the car and has time to check if there is a problem with it (e.g. 24 hours after the arrival of the consumer). In this case, the consumer knows exactly who received the payment and can get a quicker refund in case of cancellation (rental company’s insolvency etc.) or problem upon arrival.

The broker would then have a new service to offer to the consumers and be more involved in the relationship between the rental company and the consumer.

The rental company would be nudged to respect the initial contract and to deliver a car that complies with this contract.

If upon collection of the car, the consumer realises additional options or taxes are charged, or if the rental agency refuses their debit card even if stated differently by the broker, it is then the broker’s and company’s responsibility to find an agreement, which they would probably be more likely to find if the final payment is at stake. On the contrary, when the rental companies already received the payment, there is no financial reason for them to agree to discuss with the other parties.

-To make it mandatory for the broker to mention expressly that the rental company's Terms and Conditions will also be applicable to the consumers, with a link to these conditions, as pre-contractual information and before the booking process.

-Require brokers to be the intermediary of the consumer in case of:

*change regarding the booking: the intermediary should pass all information it is aware of to the consumer immediately.

*difficulty for the consumer to reach the company directly.

*refund requests.

A very ambitious approach would be to create a joint liability of both intermediary and car rental company for the payment, refund and advertisements. If a consumer chooses to book via a broker, he/she must be allowed to book every service via the broker and pay there. The car rental firm on site would then not be allowed to impose additional services to the consumer. All bookings must be made via the same single portal, be it the website of the broker or the car rental company. The car rental firm offers the car via the brokers' websites. They would then be obliged to let the broker handle the whole contract and not charge for additional services aside the brokers' participation. This way, most if not all problems in this field would be solved. Prices would be transparent and the incentive to additionally charge the consumers negated.

B. The duty to refund the consumer

ECC-Net observations:

- **When the contract is cancelled** either by the consumer or the rental company, the consumer is sometimes entitled to a partial or total refund. However, the rental company often refuses to refund the consumer directly, as they have no contractual link with them. The only existing contractual relationships are between the broker and the consumer, and between the broker and the rental agency. In this regard, the situation is very similar to the issues raised by the ECC-Net with regard to travel intermediaries. Normally the rental company refunds the broker directly, who is then supposed to refund the consumer. However, it sometimes happens that the consumer does not receive this refund.

In this position, the consumers are powerless. They have no information regarding the contacts between the broker and the rental company, they cannot know if the payment has been sent to the company or kept by the intermediary. It makes it harder for them to claim this money to the right trader. On a more general level, the assistance duties of the intermediary with regard to refunds are still unclear, as is how far the mandate of the broker goes.

The previously presented ambitious suggestion could bring a solution.

Cher Monsieur B.,

La réservation ayant été effectuée par le partenaire RentalCars, c'est le service clientèle de ce dernier qui doit être sollicité pour toute demande de remboursement et de dédommagement.

Sincères salutations



Dear Sir,

As the reservation has been made through the broker RentalCars, it is the customer service department of this company that must be contacted for any request for reimbursement and compensation.

Applicable rules :

- **Terms & Conditions applicable** (generally no refund for cancellations made on premises).

Suggestions:

-More transparency regarding the transactions: give the consumers a right to know who exactly has received the payment, when the broker has asked for a refund and who has to refund the consumer.

-To create a system where the intermediary keeps the payment until the consumer receives the car and has time to check if there is a problem (e.g. 24 hours after the arrival of the consumer).

In this case, the consumer knows exactly who received the payment and can get a quicker refund in case of cancellation (rental company's insolvency etc.) or problem upon arrival.

The broker would then have a new service to offer to the consumers and be more involved in the relationship between the rental company and the consumer.

II. ON THE PREMISES

A. The addition of unwanted options (insurances)

What insurance to take out? LDW, CDW, TP, TPC, SLDW ... The acronyms of insurance offered in rental contracts are for most of us incomprehensible. These insurances can however be useful in the event of damage but also extremely expensive!

ECC-Net observations:

- **Language barrier:** Consumers usually book the car online and can usually do so in their own language. On site they will be confronted with a contract in a foreign language and it is not always easy to understand the technical details of the contract, if all options have been clearly transcribed, if insurances are already there or additional ones needed etc.
- **Lack of paper contract:** consumers are not offered/do not take the necessary time to read the contract before signing it on a screen.
Some elderly consumers are not familiar with screens and electrical devices: they do not realise what they are signing for and/or what legal validity an electronic signature has.

It is as well a matter of proof, in case something goes wrong.

- **The problem of electronic signatures:** some consumers claim that they were shown only a screen to sign without seeing what it was related to, some consumers claim the screen was blank.
Some claim that they never signed anything but there is an electronic signature on the contract. According to them, this is not their signature and the employee signed for them.
- **Some rental companies are adding options to the contract** (mainly insurances) which the consumer did not request and which are usually expensive. The obligation of information does not seem to be respected in these situations but it is extremely hard for the consumers to prove they were not given the necessary or mandatory information or that they were offered such an option but refused it.
The ECC-Net has also seen several cases, where the consumer took an insurance already at the intermediary and this information is not forwarded to the car rental company (at least this is, what the intermediary and car rental company say). Therefore the car rental company offer the same insurance again, when the consumer wants to pick up the car. Sometimes the insurance has a different name, but is basically the same. So it could happen, that the consumer concludes the same insurance at the intermediary and car rental company, without knowing.

About a rental in Spain with Goldcar, see below testimonial from a French consumer:

“Leur méthode est imparable, puisqu'au comptoir l'agent vous fait signer sur un pavé électronique, sans vous montrer un quelconque document, lorsque le document est édité il est trop tard votre signature est déjà dessus, et le discours reste "c'est une caution, vous serez remboursé", par conséquent vous partez sans inquiétude en vacances, et vous vous rendez compte de la supercherie plus d'une semaine après votre retour de congés, bien loin du lieu de location, sans aucun recours possible.

Il est bien malheureux de voir que de telles pratiques existent et surtout persistent sans pouvoir le signaler afin qu'il y ait des poursuites et remboursement... ».

Approx. translation:

« Their method is unstoppable, since at the counter the agent makes you sign on an electronic pad, without showing you any document, when the document is edited it is too late your signature is already on it, and the speech remains "it's a deposit, you'll be reimbursed", therefore you leave on holiday without any worries, and you realise the deception more than a week after your return from holiday, far away from the place of renting, without any possible recourse.

It is very unfortunate to see that such practices exist and above all persist without being able to report it so that there can be prosecution and reimbursement...“.

EU legislation:

Article 27 of the [Directive 2011/83/EU](#) of the European Parliament and of the Council of 25 October 2011 on consumer rights: **Inertia selling**.

Article 6 of the [Directive 2005/29/EC](#) of the European Parliament and of the Council of 11 May 2005 concerning unfair business-to-consumer commercial practices in the internal market: **Misleading actions**.

eIDAS European regulation:

Electronic signatures cannot be challenged in court solely on the basis of its format as it has the same value as a handwritten signature.

The [eIDAS European regulation](#) implements 3 different types of electronic signatures, with different level of protections:

***The simple electronic signature:** demonstrate the identity of the signer, who should be undoubtedly associated with the document signed. It offers limited guarantees as to its validity.

***The advanced electronic signature (art. 26):** more advanced requirement: (a) it is uniquely linked to the signatory, (b) it is capable of identifying the signatory, (c) it is created using electronic signature creation data that the signatory can, with a high level of confidence, use under his sole control and (d) it is linked to the data signed therewith in such a way that any subsequent change in the data is detectable.

***The qualified electronic signature :** based on qualified certificates, issued by [qualified trust service providers](#), to ensure the link between the signatory and his identity. The certificates and the qualified signatures are recognised in every other EU member state.

French law :

[Article 1367](#) of the Code civil: the **electronic signature** (similar to the European regulation).

The list of qualified trust service providers is drawn up by the [ANSSI](#) (National Agency for the Security of Information Systems).

Leaseurope guidelines to the Code of Best Practice for the car and van short term hire industry⁷:

“All mandatory charges, allowing the Customer to pick up and drive away the vehicle, in compliance with all roadworthiness rules applicable in the country where the rental takes place, and return with the vehicle, should be included in the headline price quoted once the Customer has entered their search details at the start of the booking process, and not just in the reservation price at the end of the booking process or at the rental desk.”

“The final price stated at the end of the booking process should include all mandatory charges allowing the Customer to pick up, drive away and return the vehicle, as well as the optional products he/she has selected during the booking process (e.g. the price of an excess waiver product).”

“Where a contract or elements of it (e.g. the purchase of optional products) are concluded at the rental desk, the car rental company should ensure the Customer is given the opportunity to read the key terms (and is not pressured to sign to agree to them in a hurry) before the agreement is signed.”

“Clear information about insurance/waivers (both in relation to what is already included in the basic rental price and any additional optional products that can be purchased) should be provided both during the booking process and at the rental desk. This includes its price, cover, the amount of any applicable excess and the scope of any exclusions.”

“Car rental companies should ensure that rental desk staff offer optional waiver and insurance products in an appropriate manner to enable the Customer to make an informed decision. The

⁷<https://bvrla-sslstaging5.pixl8.london/uploads/assets/uploaded/959f6fc2-2e83-4424-97c79f98dca93a49.pdf>

Customer should not be subjected to aggressive commercial practices as defined in the Unfair Commercial Practices Directive in order to purchase additional products at the counter.”

Suggestions:

-To follow the articles of the Code of Best Practices.

-Make it mandatory for the rental agencies to give the consumers on premises a paper version of the contract upon request. If the previously presented ambitious suggestion finds application, the consumer would only get a handover report, the initial contract has been signed at booking, in the language chosen by the consumer.

-Submit car rental contracts to advanced electronic signatures, allowing the consumers to receive the contract on their phone for example, before signing, so they could read and understand better the obligations they are submitting themselves to (type of options included, total price etc.).

-Systematically sending a copy of any document signed to the consumer by email, immediately and without prior request from the consumer.

C. The checkout issues

ECC-Net observations:

- **Checkouts are not done with an employee of the rental company:** The employee gives a prefilled contract and the car keys to the consumers, which are supposed to do the checkout by themselves and report their observations to the rental company. Most consumers are not aware of it/do not think about it and leave with a damaged car but no checkout form to prove it.
- **The issue of minor damages:** the consumers can sometimes be told by the rental company's employee that the minor damages of the car (e.g. less than 5 centimetres) do not need to be reported on the checkout form. However, the consumers end up being invoiced for such damages at the end of the rental.
- **The consumers give the checkout form back to the agency but do not keep a copy of it:** making it impossible for them to later claim that the damage noticed at the check-in already existed prior to the check-out.

Ms L. signs a contract with Sixt Italy on a pad. The contract does not include any car vehicle condition nor check-out, nor any list of existing damages on the car. No check-in is signed at the return. The trader then asks the consumer to pay 682 EUR for alleged damages for a defective door lock on the driver side by providing photos which do not show any real damage.

EU legislation:

No legislation applicable to these cases.

French law:

No legislation applicable to these cases.

ECRCS Rental Charter⁸:

“The rental companies pledge to provide for their customers:

-a car which is suited to your needs and maintained to the manufacturer’s recommended standards, which has been cleaned and thoroughly checked; [...]

-the opportunity to inspect the interior and exterior of the car prior to the rental to ensure it is in line with the condition stated on the inspection report or rental agreement.”

Suggestions:

-Systematically sending a copy of any document signed to the consumer by email, immediately and without prior request from the consumer necessary.

-Make it mandatory for the rental agency to fill in the check-out form with pictures of the car (including specific parts like rims, windshield, bumpers, mileage etc.) taken by them **in presence of the consumer** (pictures with time stamp and date). Another set of pictures made **in presence of the consumer** will be done when the car is again checked in. This system would avoid many claims as the pictures would be a piece of evidence proving the condition of the rental car.

The pictures, which should be done by the car rental company and should be part of the contract, should be kept until the end of the next rental of the same car. So it is easier to compare, if a damage was there at the last rental or maybe happened during the car was in the parking space and not rented to anyone.

It would also be possible to go a step further, by using a system of reversal of burden of proof: this obligation should be expressly sanctioned: in case of non-compliance, the litigious damage is presumed to have already existed before the rental period and the consumer is presumed not having caused it.

⁸ <https://www.ecrcs.eu/rental-charter.html>

D. The lack of information regarding eco-zones

ECC-Net observations:

- **The eco-zones vary from one country to another and do not exist in all EU Member states:** for consumers traveling in Europe, it is very complicated to know and understand them.
- **The consumers sometimes do not even notice they are entering an eco-zone:** it is the case of the "Zona Traffico Limitato" in Italy where the entrance is not clearly indicated but monitored by surveillance cameras. The consumers do not realise they are not allowed to enter them and receive several months later the resulting fines.
- **The administrative fees issue:** all rental companies state in their Terms and Conditions that in the case of fines, they'll charge the consumers "administrative fees" (of which the amount is not always mentioned), even if they received several similar fines (sometimes committed the same day, entering several times the same zone). According to the rental companies, these fees are justified by the fact that they are contacted by the authorities and have to give them information about the driver of the car for example.

« Lors d'un voyage en Belgique le 15/07/2019 avec un véhicule de location, je suis passé par la ville d'Anvers qui m'a envoyé une contravention pour être passé dans une LEZ dont j'ignorais l'existence. La contravention était rédigée en néerlandais et en français. J'ai contesté par courrier cette contravention le 19/07/19. J'ai reçu une réponse à ma contestation le 22/10/19 uniquement rédigée en néerlandais. Je refuse de payer l'amende de 150 €, sans connaître, ni savoir, le jugement qui a été rendu à mon égard. »

Approx. translation: During a trip to Belgium on 15/07/2019 with a rented car, I passed by the city of Antwerp which sent me a ticket for passing in a LEZ I didn't know existed. The ticket was written in Dutch and French. I contested this fine by letter on 19/07/19. I received an answer to my complaint on 22/10/19 in Dutch only. I refuse to pay the €150 fine, without knowing or being aware of the judgment that has been passed on me.

Hertz Terms and Conditions - 28.10.20

https://images.hertz.com/pdfs/RT_FULL_FR_EN.pdf

FINES, TOLLS AND OTHER CHARGES

- ▶ You are responsible for all fines, road tolls, congestion charges and other similar charges (including parking fines or charges) incurred in relation to the vehicle during your rental. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Alternatively, we may be required to provide your details to the relevant authority, who will contact you directly.



IMPORTANT

In addition to any fine or charge you incur, we may also apply an **administration charge** to reimburse us for the time and costs we incur in dealing with these matters.

EU legislation:

No legislation applicable to these cases.

French law:

Articles [L111-1](#) and [L121-17](#) of the “Code de la consommation”: information obligation on the price and conditions of the contract, including administrative fees.

Leaseurope guidelines to the Code of Best Practice for the car and van short term hire industry⁹:

“Information should be made available by the company regarding administrative charges may be incurred to process any fines or penalties (or in any other stated circumstances) and we recommend that the amount of the relevant charge is also stated.

Any administrative charges should reflect a genuine pre-estimate of the rental company’s costs and not be disproportionately high.”

Suggestions:

- To follow the articles of the Code of Best Practices.
- The rental agencies should inform their customers about the presence of such eco-zones around their agency (e.g. with a map of their cities showing these zones).
- Car rental firm should only be allowed to forward real costs they had (e.g. if they paid the fine) not their own administrative work of their employees. Forwarding the renters address to the authorities is the legal obligation and done in the self-interest of the car titleholder not a service provided to the consumer.

⁹<https://bvrla-sslstaging5.pixl8.london/uploads/assets/uploaded/959f6fc2-2e83-4424-97c79f98dca93a49.pdf>

E. The late arrival of the consumer

ECC-Net observations:

- **Late arrivals that are not caused by the consumer's fault:** many rental agencies are located in airports or train stations. When the consumers booked the rental car in advance, their arrival could be delayed due to a flight/train delay for example. The consumers usually have a window of one to two hours to pick up the car, otherwise, according to their Terms and Conditions, the rental companies charge the late customer with a fine or even sometimes cancel the booking. Some car rental booking websites offer the consumer to give their flight details to the rental agency. However, when the flight is delayed, the rental company does not hold the car longer for the consumer; it is then possible to wonder what are the benefits of giving the flight details to the company. The travel companies/rail or air carrier responsible for the delay do not give any kind of compensation for the impact on the car rental due to this cancellation/fine, according to the Regulation (EC) No 261/2004.

En mars 2020, j'ai réservé via Rentalcars.com un véhicule Goldcar pour la période du 1er au 29 Août 2020 pour 421.31 €. Air Europa a changé mon plan de vol pour le 1er août : au lieu d'atterrir à 12 h j'ai atterri à 17 h. J'ai prévenu Rentalcars avant le départ de mon vol pour qu'ils préviennent l'agence Goldcar Valence pour modifier l'heure de prise en charge. Sur place, l'agent Goldcar annonce que ma réservation est annulée car je la modifie de 3 h et lui ne peut le faire que pour 2 h ! J'ai dû faire une nouvelle réservation auprès de Rentalcars via Europcar pour 792,41 € ! J'attends impatiemment le remboursement de 421.31 € de Rentalcars et un geste commercial de Goldcar pour 371.10 € comme dédommagement pour avoir dû prendre une nouvelle réservation plus chère.

Approx. translation:

In March 2020, I booked a Goldcar vehicle via Rentalcars.com for the period 1st to 29th August 2020 for €421.31. Air Europa changed my flight plan for the 1st of August: instead of landing at noon I landed at 5pm. I notified Rentalcars before the departure of my flight so that they could inform the Goldcar Valencia agency to change the pick-up time. On the spot, the Goldcar agent announces that my reservation is cancelled because I change it by 3 hours and he can only do it for 2 hours! I had to make a new reservation with Rentalcars via Europcar for €792.41! I am looking forward to a refund of €421.31 from Rentalcars and a commercial gesture from Goldcar for €371.10 as compensation for having had to make a new and more expensive booking.

This problem has already been highlighted by ECC Denmark in 2019.

Several airlines, and not only Ryanair, as well as other travel companies via platforms like car trawler set themselves up with car rental services. But when things go wrong the airlines / travel

company takes no responsible and refer to the company that has provided the car, even though the consumers has relied on their strong brand when deciding to hire the car. The situation can become grotesque as it is the airline offering the car hire that is also the delaying factor, but still they refuse to compensate the consumer for the loss¹⁰.

This “ping-pong” dilemma that the consumers are ending up struggling with, which we also see with OTA’s selling airline tickets, is an important problem arising from the platform economy.

It is about some airlines and their connection to the car rental business through their websites and via Cartrawlers booking platform. Especially with Ryanair Car Hire we have some really disgraceful cases where the scenario is this:

1. In connection with purchasing airline tickets, the consumer is encouraged to book the car from **RYANAIR Car Hire** (<https://car-hire.ryanair.com/#/searchcars>) and do so in a booking flow which all the way (wording and layout) looks as if Ryanair is behind this car rental arrangement but which is not a linked travel arrangement or a package deal.¹¹



2. Ryanair flight is then delayed (consumer do not consider communicating this info to the car rental company in the arrival airport)
3. Car rental company is closed upon arrival, and the consumer has lost the full car rental fee due to late arrival for pick-up (even if he turns up the next morning exactly when the car rental desk opens again)
4. None of the involved parties (Ryanair – Cartrawler – car rental company) reimburse the consumer, but makes reference to (tiny small) wording in the agreement saying that the consumer is obliged to be at the pick-up on time/inform about delays or that they are not part of the contract

¹⁰ See also previously

¹¹ [L 2015326EN.01000101.xml \(europa.eu\)](#)

-
5. Bottom line: Three major players are linked together in a system not transparent to any consumers. They all make money out of this. One of the involved companies fail to keep their commitment to the consumer regarding arrival time. Another involved company uses this as an excuse for not delivering their service. The consumer is the one losing all their money.

- **Communication problems when a broker is involved:** the consumers do not always find who to contact when they realise they are going to be late. If they could contact the agency, they might be able to find an amicable solution. Some brokers require the consumers to call them from the agency's desk upon their arrival if they are facing difficulties (about delays or every other topic). If they do not call, they lose their rights to report these problems later on. This seems a bit extreme as it can be complicated for the consumer to call the broker when dealing with the agency's employees at the same time, especially when these employees sometimes dissuade the consumer to call the broker. It also happens that the broker's lines are closed when the consumer is facing an issue on the premises (out of the broker's opening hours).

Rentalcars Terms and Conditions - 27.10.20

<https://www.rentalcars.com/TermsAndConditions.do>

Late Pick-ups / Early Drop-offs

Your rental starts and finishes according to the pick-up and drop-off dates and times detailed on your voucher / eVoucher. Unfortunately, we are unable to provide refunds for unused time if a car is picked up late or dropped off early. If you are unable to pick the car up at the agreed time and date, it is essential you contact us as soon as possible. If you do not, there is no guarantee that the car will still be available – and you will not be entitled to any refund.

- *If you fail to turn up at the agreed time and date, and/or to provide all the necessary documentation, and/or to provide a credit card in the name of the main driver with enough available funds on it for the car's deposit, the car hire company may refuse you the car. If that happens:*
 - *if you call us from the counter, the money you've paid will be refunded, minus the cost of a 3 days rental*
 - *if you do not call us from the counter, you'll receive no refund.*

Autoeurope Terms and Conditions - 27.10.20

<https://www.autoeurope.eu/general-business-terms/>

6. Pick up & Return of Rental Cars

Already at time of reservation the customer determines exactly where and when the pick-up and the return of the rental car will take place. When making a reservation for pick-up at an airport location, Auto Europe and the car rental company require the flight number and arrival time. Should you expect to be delayed for the pickup of the vehicle, you should also contact us to ensure your vehicle can be confirmed after the scheduled timing. For pick-ups at downtown locations customers only need to provide the exact time. In general, car rental companies will hold the rental car available for pick-up until 30 to 60 minutes after the originally reserved time, as long as this is within the normal location opening hours. Pick-ups outside of normal location opening hours are on request and will be charged an extra fee. [\[Back to Top\]](#)

Europcar Terms and Conditions - 28.10.20

<https://www.europcar.co.uk/terms-and-conditions/online-booking>

X. Failure to Collect the Vehicle ☐ "No Show" fee

If you qualify for the "guaranteed reservation hold", did not cancel your reservation up to 48 hours (for prepaid and non-prepaid reservations) prior to the due pick up date and time (Please refer to "Changes to Reservation: Modification/Cancellation Policy", paragraph 7) and fail to collect your vehicle prior to the closing time of the station (or up to 12:00 (noon) the day following the due check out time for the 24/7 stations) - a fee of EUR 95 or equivalent in local currency (e.g. GBP 85) – will be charged by Europcar. This amount will be charged either in local currency or in your card billing currency, where applicable and at the exchange rate & conditions valid at time of transaction.

EU legislation:

[Regulation \(EC\) No 261/2004](#) of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (Text with EEA relevance) - Commission Statement.

French law:

In case of an airplane delay causing damages to the consumer (e.g. arriving late to pick up a rental car etc.), only a national action for damages will be open to the consumer to get a refund or other damages.

Suggestions:

-Making the rental agency's contact information more clear/visible for bookings made with a broker (emails and phone numbers).

-For reservations made with agencies located in train stations or airports for example, if the consumers can give the agency information about their flights/trains (e.g. flight number), it should be mandatory for the agency to hold the car for a longer period of time in case of a delay, especially when the booking is already paid for (e.g. vehicle available from the time chosen by the consumer at booking and until the closing time of the rental agency the same day), as it has no financial consequence for the company.

-If the car rental company cancels a reservation for no show at any time it should be obligated to refund the rental fee minus a cancellation fee of two rental days (usual delay for free cancellation in the industry). The trader shouldn't be allowed to keep the whole sum as the car can be rented again and is not kept for the whole rental period.

III. IN CASE OF AN ACCIDENT DURING THE RENTAL PERIOD

ECC-Net observations:

- **The procedure required by the rental company is sometimes more demanding than the local legal one:** some companies require a police report to be made for any kind of accident or damage to the vehicle, even if no third party is involved for example, which in some countries isn't mandatory and/or required by insurances companies or the law. In practice, police officers would sometimes not even accept to respond to such a call.
For a consumer, filling a police report could be very complicated in another country (and another language).
- **When insurances are involved:** the rental company is usually allowed (according to the Terms and Conditions) to debit the whole deposit until its insurance decides on liabilities. However, the insurer's decisions are not shared with the consumer, who does not have any information on the procedure nor even contact details of the insurer. Sometimes, the rental companies do not give any feedback to the consumers and keep the total deposit even if the insurances decided otherwise, which is hard for the consumer to prove.

Autoeurope Terms and Conditions - 27.10.20

<https://www.autoeurope.eu/general-business-terms/>

8. Insurances

Fees, inclusions and coverage differ by destination, car rental company and car category. Customers should refer to the actual rental agreements (in local language, often with English translations) of the car rental companies for details. In general, insurance claims based on the rental agreement can only be made when damages are reported to and recorded by local police. In any case it is a prerequisite that utilization of the rental car is in accordance with the rental agreement. Auto Europe's products and prices always include: liability insurance including legally required minimum coverage, CDW = Collision Damage Waiver with or without excess depending on the car rental company. CDW never covers damage to tyres, glass, exterior mirrors, underside, interior, roof, engine, damage to the locks and loss of vehicle keys. TP = Theft Protection with or without excess depending on the car rental company. [\[Back to Top\]](#)

Rentalcars Terms and Conditions - 27.10.20

<https://www.rentalcars.com/TermsAndConditions.do>

Mechanical Difficulties / Accidents

In the case of breakdown or mechanical difficulties, you must call the car hire company immediately. The car hire company must give authority for repairs or replacement cars. If you are involved in an accident, the local police and the car hire company must be contacted. Keep copies of all relevant documentation you are asked to complete. This may be needed if you wish to make a claim.

Your hire of any car is subject to the terms & conditions of car hire imposed by the car hire company and to the corresponding laws of the country and/or state in which the rental takes place. You will therefore be subject both to our terms and to those of the car hire company. We accept no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from civil strife, industrial disputes including air traffic control disputes, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, unavoidable technical problems with transport, closure or congestion of airports or ferry ports, cancellation of scheduled flights or financial failure of airlines.

EU legislation:

No legislation applicable to these specific cases since the consumer is not a direct part of the insurance contract between the insurer and the rental company. The consumer is only part of the potential additional insurances added at the booking.

The applicable law is the one of the location of the accident.

French law:

The only situation where it is mandatory to file a police report is when the victim of the accident wants to get compensation from the “**Fonds de garantie des assurances obligatoires**” (Guarantee Fund for Compulsory Insurance).

This is possible, according to the [articles L421-1](#) and following of the Code des assurances, for victims or the beneficiaries of victims of damage resulting from an accident in France in which a vehicle is involved when the person responsible for the damage is unknown or not insured, for example.

Suggestions:

-Make it mandatory for the rental companies to justify the procedures required in case of an accident/damage to the vehicle, so they cannot demand abusive steps to be taken by the consumers or use the fact they did not comply with abusive demands to charge them more than necessary.

-More transparency among the insurance/rental company relationship for the consumers, who should have access to the insurance conditions, contact details and decisions so they can check if the conditions are respected and ask for their deposit back when they are entitled to.

-Generalise the “European Accident Statement”, to be provided by rental agencies to consumers.

IV. AFTER RENTAL

A. Damages to the car

ECC-Net observations:

- **The estimation of the vehicle's fair wear and tear:** when parts like the clutch break down, most rental companies consider that it is systematically the fault of the consumer renting the car at this moment. However, some parts are known to be sensitive to vehicle wear. Then it is plausible that the breakdown is not due to a fault of the driver, but it is very hard for the consumers to prove it as they do not have relevant information about the car and they cannot mandate a contradictory expertise of the car.
- **The price of the reparations of the damage:** when a damage is noticed on the car, it is the rental company's duty to proceed to the appropriate reparations, at the expense of the responsible driver. However, it sometimes happens that the consumer does not agree with the final price of the reparation, claiming it is much higher than it should have normally been, asking if they are not paying also for damages of previous drivers.

Some companies submit estimates or invoices to the consumers that are made by workshops chosen by the rental company itself. In this case, it is possible to wonder whether these garages aren't being compliant with the company and increase the actual cost of the reparation.

Some other companies use a price list (providing a set price for every/most types of damages). In this case, the list can sometimes be found in the company's Terms and Conditions, which is a process that could seem fairer for the consumer. However, the cost of the reparations is then chosen unilaterally by the rental company. On the contrary, when the price list is not available in the Terms and Conditions, the whole damage process lacks transparency for the consumers.

See below a screenshot of an invoice received by a consumer (in Spanish and French) who contacted the ECC-Net: no justification is given for the cost of the repairs.

No matter the solution chosen by the rental company, the consumers do not have access to the rental car and therefore cannot mandate another expertise if they disagree with the amount charged to them.



Liquidación detallada adjunta

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Estimado cliente,

En referencia a su contrato de alquiler [REDACTED] del 07/08/2020 17:00 al 08/08/2020 16:00, hemos realizado las siguientes operaciones detalladas a continuación:

Tipo	Matrícula	Concepto	Unidades	Importe	Total
Cargo	[REDACTED]	Check-In Capó Delantero 1	1	250,00 €	250,00 €
Cargo	[REDACTED]	Check-In Puerta delantera 1	1	250,00 €	250,00 €
Total					500,00 €

El cobro o la devolución se ha efectuado a la tarjeta que Ud. facilitó al inicio del alquiler. Le comunicamos que las operaciones pueden tardar varios días en aparecer en el extracto de su tarjeta. En caso de cobro de daños encontrará los documentos correspondientes adjuntos en este email.

Cualquier posible importe retenido o cobrado como fianza será desbloqueado o abonado en un plazo máximo de 5 días. En el caso de que sea necesario efectuar un cargo originado durante su alquiler y con posterioridad a esta comunicación, de acuerdo con nuestros términos y condiciones aceptados por Ud. al formalizar su contrato (y que puede volver a consultar en www.goldcar.es/tc), recibirá una notificación previa al mismo.

Esperamos verle de nuevo muy pronto.

Para su próximo alquiler, o cualquier consulta, estaremos encantados de atenderle en www.goldcar.es y www.goldcarhelp.com

Atentamente,

Goldcar

GOLDCAR



Liquidation détaillée ci-jointe

2 / 2

Cher client,

En référence à votre contrat de location [REDACTED] du [REDACTED]/08/2020 17:00 [REDACTED]/08/2020 16:00, nous avons réalisé les opérations détaillées ci-dessous:

Type	Immatricul	Élément	Unités	Montant	Total
Paiement	[REDACTED]	Check-In Capot avant 1	1	250,00 €	250,00 €
Paiement	[REDACTED]	Check-In Porte avant 1	1	250,00 €	250,00 €
Total					500,00 €

L'encaissement ou le remboursement a été effectué sur la carte que vous avez présentée au début de la location. Nous vous informons que les opérations peuvent prendre plusieurs jours à apparaître sur l'extrait de votre carte. En cas d'encaissement de dégâts, vous trouverez les documents ci-joints à cet e-mail.

Tout montant retenu ou perçu à titre d'acompte sera débloqué ou payé dans un délai maximum de 5 jours. Dans cas où l'entreprise devrait vous facturer des frais supplémentaires pour votre location, générés pendant la location même, et conformément à nos conditions générales de vente, lues acceptées au moment de la formalisation de votre contrat de location (disponibles dans l' www.goldcar.es/fr/tc), il vous recevrez une notification préalable.

Nous espérons vous revoir très bientôt.

Pour votre prochaine location ou pour toute consultation, nous serons heureux de vous répondre sur www.goldcar.es/fr y www.goldcarhelp.com/fr

Cordialement,

Goldcar

[Hertz](#) - Terms and Conditions - 28.10.20

DAMAGE ASSESSMENT AND CHARGING

There are three common scenarios:

► **i. Simple damage – agreed on return**

For simple damage agreed with you on return, we will charge you in line with our **damage matrix** (see below) and include the cost in your final invoice.

► **ii. Simple damage – not agreed because you are not present**

If you are not present on return, but the damage is simple, our counter staff will evaluate the charge using the **damage matrix**, notify you by mail/ email and charge you through the final invoice. We aim to complete this within 24 hours of the end of the rental. We will shortly amend this process to ensure that you are notified of the damage at least seven days before we charge your credit card.

► **Damage matrix**

We aim to deal with damage in a quick and practical way by using our damage repair matrix. This contains the average cost of repairing the most common and minor damage based on the costs of body repair shops for parts and labour.

► **iii. Significant damage**

If the damage is **significant** and is not covered by the damage **matrix** we will refer it to our **damage assessors** for evaluation. They will write to you identifying the damage and the charge, with evidence, **seven days** before charging your credit card. We aim to complete this assessment in 30 to 90 days.

► **Notification and evidence**

We will provide evidence of any damage charge we make, which should include (i) the Rental Agreement number, date and return location, (ii) a damage appraisal from a repair body shop and/ or the invoice for the repairs, and (iii) a signed VCR, any Accident Report Form, photographs of the damage in situ and of the odometer.

- **Unexplained debits charged without prior notice:**

***Check-ins are done by the rental company without the consumer** (car handed back by the consumer outside of the opening hours of the agency, consumer who needs to leave quickly to catch a train/plane etc.). Consumers then realise they have been charged for damages they are not aware of. Some consumers even claim that their signature was “copied” to pretend they did sign the check-in form.

***Check-ins are done but the consumers do not receive a copy of it.** Later on, when damages will be charged to them, they will not be able to prove the check-in form did not mention these damages. Consequently, it is harder for the ECC-Net to solve these complaints amicably.

EU legislation:

No legislation applicable to these cases.

French law:

No legislation applicable to these cases (except if the signature was indeed falsified).

German law:

German law would say “no liability without blame”. Also rental firms would have not only to prove that the damage occurred during the rental period but also that the consumer caused the damage either voluntarily or due to gross negligence. Usual wear and tear, vandalism or simple carelessness would not entitle to compensation.

ECRCS Rental Charter¹²:

“The rental companies pledge to provide for their customers:

-an overview of damage and theft protection options, including excess levels and exceptions to the protection; [...]

-the opportunity to inspect the car when it is returned at the end of the rental and agree on the condition.”

Leaseurope guidelines to the Code of Best Practice for the car and van short term hire industry¹³:

“The Customer must be made aware of his financial responsibility as it relates to damage, theft or loss of the rental vehicle or its keys while it is on rental.”

“Customers should be provided with clear information about the procedures for disputing damage charges – this should be provided during the booking process on the website, in the terms and conditions, and at any post-rental inspection where damage is identified. Customers should also be clearly informed of their right to challenge the charge if they do not accept responsibility for the damage and amount claimed, and the company’s applicable procedure to do this as well as any applicable alternative dispute resolution bodies if they wish to challenge the company’s final decision.”

“Customers should be clearly informed at the time of rental of the procedure for returning the vehicle and for the carrying out of the post-rental inspection (including inspection timescales so that Customers can allow sufficient time to be present). Where the Customer indicates he will not be able to be present during the post-rental inspection, the Company will inform him of the procedures used to assess damage, and how to dispute any potential charges.”

“Regardless of whether the Customer was or was not present during post rental inspection and incurred minor damage (damage matrix), Car rental companies should always provide Customers with an appropriate amount of evidence of said damage, in line with the professional diligence

¹² <https://www.ecrcs.eu/rental-charter.html>

¹³ <https://bvrla-sslstaging5.pixl8.london/uploads/assets/uploaded/959f6fc2-2e83-4424-97c79f98dca93a49.pdf>

requirements of the Unfair Commercial Practices Directive, and how the repair costs have been calculated.”

“Regardless of whether the Customer was or was not present during post rental inspection and incurred damage requiring a qualified damage assessment, the Company should always provide said assessment as well as all other relevant evidence and an estimate of the cost of repairs. In addition, car rental companies should give the Customer a reasonable period of time to challenge the damage assessment and charges, before seeking to process and take the charge from the Customer’s payment card. In particular due account should be taken of the fact that the Customer may still be travelling away from home and cannot check such requests easily.

In addition, car rental companies should give the Customer a reasonable period of time to challenge the damage assessment and charges, before seeking to process and take the charge from the Customer’s payment card.”

“Where damage matrices are used to calculate charges for minor damage, they should be compiled in accordance with local law to reflect the repair costs applicable to the damage incurred, and should not be used to assess damage that is properly characterised as fair wear and tear of the vehicle.”

“Companies should make Customers aware during the booking process of any requirement for pre-authorisations of credit/debit cards and deposits that will apply at the point of rental, possible justifications and amount (as well as detailing them in the terms and conditions). • Information regarding potential reasons or circumstances for charging a credit/debit card for additional costs should be made easily available to the Customer online and at the point of rental.”

“Before processing any additional charges after the end of the rental, car rental companies should:

- notify the Customer of any additional charges as soon as possible after the end of the rental period;
- provide justification for charges, where available (which may include but is not limited to the pre- and post-rental inspection reports, repair bills or estimated repair costs and photographs of the damage, traffic fines);
- allow, and communicate a reasonable amount of time for Customers to challenge the damage claim before processing the charges
- Where the charge has been processed, if the Customer is subsequently held to be correct, either through internal process or use of independent arbitration, any charges found to have been overpaid shall promptly be re-paid in full.
- where the Customer challenges any alleged damage or the charge, the charge should be put on hold pending further consideration. or resolution of the dispute;
- advise Customers on the steps they should take if they dispute the charges, including details of how to contact the customer services department, any available alternative dispute resolution bodies if they wish to challenge the company’s final decision, and on the network of the European Consumer Centres for advice and information on cross border disputes.”

Suggestions:

-To follow the law “no liability without blame”, the car rental company has to prove the damage, costs and responsibility of the consumer and not only that a damage occurred during the rental period. It has to be caused by the consumer. It should be made clear that renting does not mean taking on the owner’s risk of random damage to the car.

-To follow the articles of the Code of Best Practices.

-Systematically sending a copy of any document signed to the consumer by email, immediately and without prior request from the consumer necessary.

-Make it mandatory for the rental agency to fill in the check-out form with pictures of the car (including specific parts like rims, windshield, bumpers, mileage etc.) time stamped and dated in the presence of the consumer. This system would avoid many claims as the pictures would be a piece of evidence proving the condition of the rental car.

The pictures, which should be done by the car rental company and should be part of the contract, should be kept until the end of the next rental of the same car. So it is easier to compare, if a damage was there at the last rental or maybe happened during the car was in the parking space and not rented to anyone.

-Editing a list of vehicle parts that are sensitive to wear and tear, for which the rental company needs to prove the breakdown was the consumer’s fault, by providing independent proofs (presumption of non-responsibility/reversal of burden of proof).

-The price lists system could be improved: it could be mandatory for the company to publish the list, which could be submitted to an external review to avoid abuses. They could even be standardised on a national level.

-The example of the Icelandic system: in Iceland, in case of damage to the car, the rental company submits the file to the [Cab claim system](#), through which the damage is analysed by an independent company specialised in analysing the time and cost of car repairs.

Consequently it could be useful for each EU Member state to determine a list of independent workshops allowed to determine the cost of the rental car repairs, making the process once again fairer and more transparent for the consumer.

-The system of independent workshops would also give the consumers the possibility to remotely mandate an expert opinion by themselves, for a more even-handed process.

B. Returning the car outside of opening hours of the agency

ECC-Net observations:

- **Liability in the event of a damage caused to the car:** when the consumers return the rental car outside of opening hours of the agency, and a damage to the car is noticed by the rental company when their agency opens later on, the consumers sometimes claim that it happened after they dropped the car off and refuse to be held liable for this damage. The agency considers that the consumer is liable until they open again, even though the consumers did park the car in the private parking spaces provided. However, the information about the consequences of returning the rental car outside of opening hours are not always clearly given to the consumers beforehand.

Fin juillet 2020, nous sommes partis en vacances dans les Pouilles (Italie), et avons loué une voiture chez Europcar pour 336€. Au retour prévu à 7h30, l'agence était fermée, malgré ma demande par email, sur la procédure à suivre dans ce cas. Nous nous sommes rendu à l'aéroport et un message sur la porte nous demandait de déposer les clés et le contrat de location dans la boîte à lettre à l'accueil Europcar dans l'aéroport. Ce que nous avons fait. Nous avons ensuite reçu une facture finale de notre location de retour en France mais également un check-in non signé mentionnant deux rayures infimes (ces rayures avaient été signalées au départ mais l'employé n'a pas voulu les noter car non significatifs). Mon compte a été débité de 584 EUR, sans aucune information, explications ou même facture...

Approx. translation:

At the end of July 2020, we went on holiday to Puglia (Italy) and rented a car from Europcar for 336€. When we returned at 7:30 am, the agency was closed, despite my email request on the procedure to follow in this case. We went to the airport and a message on the door asked us to leave the keys and the rental contract in the letterbox at the Europcar reception desk in the airport. Which we did. We then received a final invoice back in France but also an unsigned check-in mentioning two tiny scratches (these scratches had been reported at the beginning but the employee did not want to note them as they were not significant). My account was debited with 584 EUR, without any information, explanations or even an invoice...

EU legislation:

No specific legislation applicable to these cases.

French law:

No specific legislation applicable to these cases.

ECRCS Rental Charter¹⁴:

“The rental companies pledge [...] if the car is returned outside of normal opening hours to provide you with clear procedures for returning the car, which should include responsibility for end of rental damage.”

Leaseurope guidelines to the Code of Best Practice for the car and van short term hire industry¹⁵:

“Where the Company offers the possibility to return the vehicle out of office hours and the Customer has indicated his intention to make use of this service, the Company will inform the Customer at the rental desk and, where possible via the website, when the official rental period and the Customer’s liability ends. Customers should be encouraged to take photographic evidence of the state in which the car is left, although such material is not by default seen as conclusive.”

“Regardless of whether the Customer was or was not present during post rental inspection and incurred minor damage (damage matrix), Car rental companies should always provide Customers with an appropriate amount of evidence of said damage, in line with the professional diligence requirements of the Unfair Commercial Practices Directive, and how the repair costs have been calculated.”

Suggestions:

- To follow the articles of the Code of Best Practices with a burden of proof exclusively on the trader’s side, or at least a reversal of burden of proof.
- More information of the consumer about what returning the car outside the opening hours of the agency exposes them to. It should be clearly explained on the trader’s website, not only in their Terms and Conditions, or on the premises.
- The area, where a car can be returned outside the opening hours, should be surveilled by video. If the car rental company claims a damage, than it can be proven on the video, if it happened after the car was returned.

¹⁴ <https://www.ecrcs.eu/rental-charter.html>

¹⁵ <https://bvrla-sslstaging5.pixl8.london/uploads/assets/uploaded/959f6fc2-2e83-4424-97c79f98dca93a49.pdf>

C. The settlement of toll fees issues

ECC-Net observations:

- **Toll fees issues:** the rental contract sometimes mentions that the rental company will pay the tollbooth invoices and then send a final invoice to the consumer. However, it sometimes happens that the company does not pay and then gives the consumers' name to the toll company, which sends the invoice directly to the consumer, including default interests and generally through debt collection agencies. The negligence of the rental company causes financial damages to the consumer.
ECC France has recently noticed such problems in Portugal, especially with Goldcar. Even though the consumers paid for the "E-toll Via verde system", they receive payment requests through a UK debt collection company EPCPLC.com.

See example below, a French consumer receives letters from EPCPL.com in 2020 after a rental with Sixt Portugal in June 2019. Toll fees had already been paid at the time of the rental.

Montant initial	EUR	25.30
Amende	EUR	22.10
Montant total	EUR	47.40
Crédité/montant payé	EUR	0.00
Montant restant dû	EUR	47.40
Date d'échéance		14/05/20

Le présent Avis au Contravention vous a été envoyé car vous étiez le détenteur/loueur déclaré du véhicule [REDACTED] lorsqu'une ou plusieurs contravention(s) se sont produites, lors de l'utilisation d'un péage routier au Portugal. Si vous négligez de payer le montant fixé avant la date d'échéance indiquée dans le présent avis ou de faire une appel, une Majoration sera émise. Elle augmentera le montant restant dû.



Pour un résumé de trajets, notamment la date, l'heure et le lieu, veuillez voir l'horaire au bas de la page suivante. En cas de questions, veuillez soumettre une représentation par Internet: www.epcplc.com.



S'il y a des/autres images associées aux dossiers, détaillées de cette notification, celles-ci peuvent être consultées en ligne à www.epcplc.com en utilisant le numéro de dossier et le numéro d'immatriculation du véhicule pour vous connecter.

MOYENS DE PAIEMENT

IMPORTANT: Lors du paiement, veuillez utiliser le numéro de référence de paiement ci-dessous - des paiements sans référence peuvent entraîner un retard d'affectation des paiements et une demande de paiement s'ensuivra.

Par banque	Bénéficiaire	Euro Parking Collection plc	Carte de crédit	www.epcplc.com
	Banque	SEB, GERMANY		
	IBAN	DE61512202000062690005		
	SWIFT	ESSEDEFF		
	Référence	35106-94637805		

Euro Parking Collection plc	
83-93 Shepperton Road	Téléphone 0044 (0)20 7288 9740
N1 3DF London	Fax 0044 (0)20 7288 9741
Royaume-Uni	Site Web www.epcplc.com

EU legislation:

No legislation applicable to these cases.

French law:

No legislation applicable to these cases.

Suggestions:

- In the event of late payment, the rental companies shall be liable for the payment of the resulting default interests, unless they can prove they did not commit a fault.
- If the consumer is responsible for toll payments, the car rental company should nonetheless be obligated to pay the toll to avoid further charges. The car rental company may be allowed to charge the consumer with a sensible service fee then.

D. Difficulties regarding the implementation of an external insurance

ECC-Net observations:

- **Consumers often have external insurances:** mainly with their debit/credit card (Visa/Mastercard etc.), allowing them to get a refund of the excess in case of damage for example.

However, the implementation of these insurances often requires for the consumers to provide different documents (check-out/check-in, rental agreement, estimate/repair invoice or expertise etc.) that sometimes, the rental company refuses to provide.

In the end, the consumer has no document to act against the rental company, and no document to get the refund through the external insurance.

See example below: Visa Premier insurance conditions allowing the consumer to obtain a refund of the excess only if the insurance obtains all documentation needed and related to the damage.

ARTICLE 6 - REGLEMENT DES SINISTRES

Deux cas peuvent se présenter :

1. Le loueur débite la *Carte Assurée*, soit du montant de la *Franchise* contractuelle, soit du montant des dommages, car le *Titulaire* n'a pas eu le temps de lui déclarer le *Sinistre*, ou parce que le loueur refuse la garantie de prise en charge offerte par l'*Assureur*. Dans ce cas, le *Titulaire* doit procéder à sa déclaration de *Sinistre* et conserver le justificatif du débit (par exemple une copie du relevé de carte ou une copie de la facturette que le *Titulaire* aura signé).
Si la demande est justifiée, le *Titulaire* sera remboursé.
2. Le loueur accepte la garantie de prise en charge et prend contact directement avec l'*Assureur* qui se chargera alors du règlement.
Si la demande est justifiée, le loueur sera remboursé.

Dans tous les cas, l'*Assureur* s'engage à régler les indemnités dues sous 15 jours à partir de la date à laquelle il est en possession de tous les éléments nécessaires au règlement du dossier.

En cas de règlement par l'*Assureur*, soit directement auprès du loueur, soit par remboursement, l'*Assuré* lui donne automatiquement subrogation pour le règlement ou la récupération des dommages auprès des *Tiers* responsables ou d'une autre compagnie.

EU legislation:

No legislation applicable to these cases.

French law:

No legislation applicable to these cases.

Suggestions:

- Systematically sending a copy of any document signed to the consumer by email, immediately and without prior request from the consumer being necessary. If the previously presented ambitious suggestion is retained, there will be only one single gateway for the booking.
- Make it mandatory for the rental company to send all kinds of proofs about the real repair costs such as an expertise, estimate, invoice or damage matrix list.

V. THE DIFFICULTIES REGARDING THE OUT-OF-COURT SETTLEMENT OF DISPUTES

A. Difficulties to reach out to the customer service

ECC-Net observations:

- **Difficulties for the consumer:** it can be complicated for consumers to reach out the customer service of their rental company. Even if most rental companies and brokers have an online form to receive complaints from consumers, consumers sometimes claim that they do not get any answer back, essentially with low cost companies. Moreover, it is hard for consumers to prove what the employees of the rental agency told them on the premises. The consumers could feel left out when facing issues they cannot discuss directly with the rental agencies. Their only solution ends up being to contact the ECC-Net.

J'ai un problème avec une agence de location Goldcar. En effet, j'ai réservé une voiture pour les vacances et des facturations inexpliquées ont été réalisées. J'ai donc fait une réclamation mais celle-ci est restée sans suite. J'ai bien reçu un numéro d'incident mais malgré les appels, je n'obtiens aucune réponse.

Approx. translation

I have a problem with a Goldcar rental agency. I booked a car for holidays and unexplained charges have been made. I made a complaint but it was not followed up. I did receive an incident number but despite the calls I get no response.

- **Difficulties for the ECC-Net:**

***Contacting the rental companies:** at ECC France, we generally do not notice any specific difficulties to contact the French car rental companies. However, in the rest of the European Union, the ECC-Net does observe that there are some rental companies or brokers which are complicated to reach. It is the case for the smaller or low-cost companies, especially in the Mediterranean very touristic countries (Italy, Greece, Spain, Portugal etc.).

***Communication within the ECC-Net:** it has been noticed that the ECC-Net has not one single way to handle a complaint, or to communicate with the trader based in their countries.

E.g: Especially for ECCs hosted by authorities such as for example ECC Spain and Portugal which are located in countries with an important number of tourists and car rentals, the question of evidence is crucial. Often they cannot reach out to Goldcar for example to solve the

complaints, due to a lack of evidence or because the commercial practice constitutes an unfair practices which should be handled by the CPC. Enforcement practices differ considerably from one country to another, even though the practices of the company are recurrent and well known. In France, Goldcar has been reported to the “*Direction générale de la Concurrence, de la Consommation et de la Répression des fraudes*”, member of the CPC Network, which is currently investigating the question. In Italy, another very touristic country, Goldcar has already been convicted in [2016](#) and [2019](#).

- **The difference between the main rental companies and the low-cost ones:** from the experience of the ECC-Net, there is a major difference between the service of the main rental companies compared to the low cost ones.
The biggest companies are [ECRCS](#) members and follow its Rental Charter and [Code of Best Practice](#). Even when a problem occurs with a customer, they have procedures to try to solve it, or at least to discuss it with the consumer. If they fail to find an amicable solution, the consumer can still contact the ECRCS (as notified ADR-body under the ADR directive), which decisions are binding for its members.

However, now that Brexit is effective¹⁶, it should be checked how ECRCS as based in the UK, could continue benefitting consumers in the EU. The scope of the ADR-directive does not extend to third countries. UK ADRs do not have access to the ODR platform either anymore. Currently the ECRCS is only approved by the UK authorities.

“it will no longer be appropriate for ADR entities to be required to resolve cross-border disputes involving residents of other member states, or for competent authorities to make available lists of ADR entities published by the European Commission, or for the Secretary of State to be required to send reports and lists of ADR entities to the European Commission when the UK is not a member of the EU.”

If the ECRCS is not be able to continue as an EU qualified ADR body, rental companies will need to find new ADR bodies in the EU Member states.

If it can continue to the benefit of EU consumers, transparent information on the quality criteria and monitoring in the future should be given.

ECRCS Rental Charter¹⁷:

“The rental companies pledge to provide for their customers an effective complaints procedure.”

¹⁶ https://www.legislation.gov.uk/ukxi/2018/1326/pdfs/ukxiem_20181326_en.pdf

¹⁷ <https://www.ecrcs.eu/rental-charter.html>

Suggestions:

-Require rental companies and booking intermediaries to provide their full contact information and claim form on their website so that they can be easily contacted in the event of a claim.
A consumer should always immediately receive a copy of the message put forward to the trader.

-Require companies and brokers to be accessible in the language of the booking process: whereas rental companies are sometimes accessible in various languages, customer services are often reachable in a few languages only.

If a company cannot offer an after sales service in the language of the website the consumer bought from, this should be clearly indicated to the consumer before the booking starts.

-Impose response times for rental companies to encourage them to develop their efficiency in handling and tracking consumer complaints.

-Make claim forms accessible in rental agencies directly on the consumer's demand and inform consumers about such possibilities (e.g. mentioned on the voucher/contract, possibility to download it on the trader's website). This system already exists in Spain (*hoja de reclamaciones*) and [Portugal](#) (*Livro de Reclamações*).

In case of a disagreement between the rental company and the consumer, they can then fill in this claim form and both sign it. It is then sent directly to the national authorities responsible for enforcing consumer protection laws ([CPC Network](#)) and will be a useful piece of evidence for any further steps to be taken.

-To generalise the Code of Best Practice. Make it a label/trustmark for the consumer to show that there is an advantage to choose a company following this code.

B. The inefficiency of the existing legal procedures

ECC-Net observations:

- **The Chargeback procedure:** this procedure could be useful for the consumers to claim their money back when the rental company does not respond favourably to their claims.
However, there seems to be two major issues in this matter: the chargeback procedure does not cover most problems faced by car rental customers and the procedure could be inefficient (banks being unaware of it) in some European countries (e.g. France), resulting in consumers being differently protected within the EU.
It has also been noticed that not all consumers have a possibility to directly contact their credit/debit card company (in France, and Austria for example, it is mostly impossible to

reach out directly to Visa or Mastercard as a consumer; all communications need to go through the bank that has issued the card).

- **The European Small Claim Procedure (ESCP):** most consumers give up on their complaints and do not try to find a solution through ECSP. This could be explained by the fact that in terms of car rental, the consumers do not know whether ESCP should be engaged in their home country or in the rental company's country. This can be complicated for the consumer, even sometimes impossible, especially knowing the procedure can be quite uncertain in some European countries. When a broker is involved, the procedure could be even more unclear; some actions have to be intended in the courts of the Member state in which the rental company is domiciled, some other in the courts of the Member state where the consumer is domiciled and some in the courts of the Member state where the broker is domiciled. It is then complicated for the consumer to act efficiently in the case of a dispute.

EU legislation:

Regulation (EC) No [861/2007](#) of the European Parliament and of the Council of 11 July 2007 establishing a **European Small Claims Procedure**.

Regulation (EU) [2015/2421](#) of the European Parliament and of the Council of 16 December 2015 amending Regulation (EC) No 861/2007 establishing a European Small Claims Procedure and Regulation (EC) No 1896/2006 creating a European order for payment procedure.

Directive [2007/64/EC](#) on payment services in the internal market (PSD) and Directive [2008/48/EC](#) on credit agreements for consumers (CCD): **charge back procedure**.

Regulation (EU) No [1215/2012](#) of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, article 17: *"1. In matters relating to a contract concluded by a person, the consumer, for a purpose which can be regarded as being outside his trade or profession, jurisdiction shall be determined by this Section, without prejudice to Article 6 and point 5 of Article 7, if: (c) in all other cases, the contract has been concluded with a person who pursues commercial or professional activities in the Member State of the consumer's domicile or, by any means, directs such activities to that Member State or to several States including that Member State, and the contract falls within the scope of such activities."*

Court of justice of the European Union, 7th of December 2010, Cases C-585/08 and C-144/09: a rental company using a broker to take bookings from different European countries seems to be considered as directing its activity to the countries where the broker is accessible. It results in the service being accessible for consumers in their home country and the possibility for them to engage an ESCP in their country of residence (whereabouts 80 and 89 especially).

French law:

Regulation (EC) No [861/2007](#) of the European Parliament and of the Council of 11 July 2007 establishing a **European Small Claims Procedure**.

[Articles 1382](#) and following of the “Code de procédure pénale”: **European Small Claims Procedure**.

Suggestions:

- Generalise the chargeback procedure. E.g. in the UK, the [Consumer Credit Act 1974](#) (Section 75) covers the chargeback procedure, making it accessible to consumers throughout the EU.
- Different ADRs in the EU handling car rental problems, should be requested to publish (if necessary anonymised) their rulings to give more insight in the problems and the outcome of these procedures.

SPECIAL FOCUS: The credit and debit cards

ECC-Net observations:

- **When booking with an intermediary** the information on the non-acceptance of debit cards is not always easily found by the consumer on the broker's or rental company's website, or can be confusing.

When contacted on this issue, brokers deny responsibility as they are only intermediaries, considering their information was clear enough and/or that the card was refused by the rental company. They consider that it is the rental company's duty to inform the consumer about this non-acceptance or that the consumers should have looked for the information themselves on the rental company's website. They automatically refer to their Terms and Conditions or to the Terms and Conditions of the car rental company to refuse to refund.

In most cases, the rental companies deny all responsibility as the booking was done on the broker's website and redirected to them.

As the consumer enters into the contractual relationship via the broker's website, if the information is only provided in the Terms and Conditions of the rental company and not the broker, consumers will not see this information when booking. It is usually only once on site at the rental desk that the consumer will be made aware of the fact that he/she can't retrieve the car with a debit card.

ECC France has also seen situations in which debit cards are accepted for online payments during the booking process but will be refused on premises, which is really confusing for the consumer.

-The consumers often don't realise only a credit card will be accepted upon arrival to get the rented car: the information is sometimes unclear or hidden on the company's website, or the consumer is not vigilant enough (e.g. in French, due to the national banking system, the term "carte de crédit" for an ordinary consumer is the equivalent to "carte bancaire" or bank card which refers to every bankcard in general, credit or debit, and most consumers have a debit card).

As a result consumers who wish to pick up a car with a debit card will receive a refusal upon arrival. No refund is offered as it was stated in the company's Terms and Conditions and the consumer ends up with no car and sometimes has to rent a car from another company, with often much less advantageous price conditions for a last minute rental.

- Consumers often do not realise that the **card used for the booking needs to be the one used for pick-up**. If someone else books the car and is not at the pick-up, then there are cases, where the car is not handed out, as the consumer needs the credit card, with which the booking was done. The companies say, that it is only possible to take the deposit from this card – they don't accept other credit cards, money or debit cards. In this case the consumer doesn't have a chance to get the car, even though they have another credit card or the money.

- **The mandatory addition of expensive insurance policies:** sometimes, the company accepts to rent the car to the consumers with a debit card, but on the condition that they take out a quite expensive insurance policy (which is an unforeseen charge for the consumer).

-Some companies state on their website and Terms and Conditions that they accept debit cards, but refuse them on the premises: then, they explain to the consumers they need to take out an expensive insurance policy because they don't have a credit card. It is explained to them that without this insurance (usually a few hundred euros), they will not get the car.

However, when the consumers contact the ECC-Net later on to ask for a refund as their debit card was refused even if the Terms and Conditions (see screenshots below) stated differently, the company refuses to give any refund as there is no proof that the consumers didn't just ask for the insurance themselves, that the agency actually refused the debit card.

It is an almost fraudulent manoeuvre that leaves the consumer with no solution. Those practices have been mainly observed with GOLDCAR, in Spain, Portugal and Italy (with insurances called "Super Relax/Mega Relax cover").

J'ai loué une voiture à l'aéroport de Barcelone chez Interrent du 1er au 06 septembre 2020. J'ai inséré ma première carte de débit Boursorama pour le paiement du dépôt de garantie. L'agent me certifiant que le débit n'a pas fonctionné, j'ai dû utiliser une seconde carte de débit BNP Paribas. Il m'a encore certifié que la carte ne fonctionnait pas et m'a donc facturé l'assurance Super Relax pour 114.95 EUR TTC. J'ai vérifié après le départ mes deux comptes et ai constaté que j'ai été débitée de 1542 EUR

sur les deux comptes. Ces deux dépôts de garantie ont été remboursés le 10 septembre après la location. Je souhaite que le montant de 114.95 EUR me soit remboursé sans délais.

Approx. translation

I rented a car at Barcelona airport from Interrent from 1st to 06th September 2020.

I inserted my first Boursorama debit card for the payment of the security deposit. The agent certified that the debit did not work, so I had to use a second BNP Paribas debit card. He again certified that the card did not work and therefore charged me for the Super Relax insurance for 114.95 EUR incl. VAT. I checked my two accounts after the departure and found that I was debited 1542 EUR on both accounts. These two deposits were refunded on the 10th September after the rental. I would like the amount of 114.95 EUR to be refunded to me without delay.

Goldcar Terms and Conditions - 26.10.20

<https://www.goldcar.es/en/tc/>

The methods of payment admitted are Credit Card VISA or MasterCard and Debit Card. We do not accept Diners Club, American Express, Postepay or cash.

4. The methods of payment admitted are:

1. Debit card, Credit card VISA or MasterCard
2. Payment at the counter with contactless technology, virtual cards, Diners Club, American Express, Postepay or cash will not be accepted.
3. The card used must be in the name of the main driver on the rental agreement.
4. When picking up the vehicle, the presentation of a single credit or debit card in the name of the title holder of the rental contract will be required in order to provide a deposit for the fuel tank (see General Condition 7) and, where necessary, for the vehicle excess (see Particular Condition 6.3.).

Goldcar FAQ - 26.10.20

<https://www.goldcarhelp.com/en/faqs/10-methods-of-payment>

<https://www.goldcarhelp.com/en/faqs/87-can-the-deposit-be-retained-on-a-debit-card>

Can the deposit be retained on a debit card?

Yes, we can charge the deposit amount to a valid debit card, provided it is in the contract holder's name. On returning your vehicle, a manual refund will be made within a few days. This option is available at our offices in Spain and Portugal but not in Malta or Italy.

Methods of payment

The payment methods allowed are by credit or debit card. Payment with cash or by bank transfer is not allowed under any circumstances. The cards allowed are VISA and MasterCard/Maestro.

The credit or debit card with which the booking has been made must be presented by the holder at the time of vehicle collection.

As an exception, in the offices of Italy, a credit card will always be requested in the name of the contract holder.

COUNTRY	DEBIT CARD CONDITIONS		NOTES
	Yes, we accept	No, we do not accept	
Spain	X		Charging the Excess instead of blocking it
Andorra		X	
Italy*		X	
Portugal	X		Charging the Excess instead of blocking it
France	X		Charging the Excess instead of blocking it
Greece (Except Rhodes)	X		Charging the Excess instead of blocking it
Rhodes		X	
Malta	X		Charging the Excess instead of blocking it
Croatia	X		Charging the Excess instead of blocking it
The Netherlands	X		Charging the Excess instead of blocking it
Cyprus	X		Charging the Excess instead of blocking it
Iceland	X		Charging the Excess instead of blocking it
Montenegro	X		Charging the Excess instead of blocking it
United Kingdom	X		Charging the Excess instead of blocking it
Serbia	X		Charging the Excess instead of blocking it
Turkey		X	

EU legislation:

Directive 2005/29/EC of the European Parliament and of the Council of 11 May 2005 concerning **unfair business-to-consumer commercial practices** in the internal market.

French law:

Articles L121-2 and following of the Code de la consommation: **unfair commercial practices**.

Suggestions:

- Ensure compliance with the rules in force concerning unfair commercial practices by rental companies.

- Harden the sanctions in case of infringement or recidivism and ensure that they are applied.

- Make claim forms accessible in rental agencies directly on the consumer's demand and inform consumers about such possibilities (e.g. mentioned on the voucher/contract, possibility to download it on the trader's website). This system already exists in Spain (*hoja de reclamaciones*) and Portugal (*Livro de Reclamações*).

In case of a disagreement between the rental company and the consumer, they can then fill in this claim form and both sign it. It is then sent directly to the national authorities responsible for enforcing consumer protection laws (CPC Network) and will be a useful piece of evidence for any further steps to be taken.

- Make the rental companies accept debit and credit cards in the same conditions (debit authorisation, sufficient funds for an imprint of bank card).