



Renting a car in Europe



A rental car is an excellent option when you want to fully enjoy your freedom during a trip abroad. But only if you take the necessary precautions. Booking, general terms and conditions, warranty, insurance, inspection of the vehicle, accidents and breakdowns: ECC highlights the correct reflexes in this brochure.



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How to book



Via the Internet

The Internet offers a wide choice, and makes comparison easy.

You can search in your own language, and go through the terms and conditions quietly at home.

Disadvantage: a cancellation fee sometimes has to be paid.



Tip: be sure to distinguish between the websites of rental car companies and those of intermediaries/brokers. The latter do not provide the rental car themselves, but book a vehicle for you from the rental company.

Via your travel agent

The travel agent arranges everything for you.

Is the car rental included in a package travel?

In this case, you can approach the agency if you have problems.



Locally

Are you a 'last-minute type'? You can hire a car from the international and local car rental companies in airports and cities. As you will not have been able to check the reliability of the local car rental companies in advance, it's best to be extra careful.

Before the booking

Are you booking in advance? Be sure to read the rental conditions of the car rental company and/or intermediaries, and ask yourself the following questions:



Which documents do I need?

Could I return the car in another city if I wanted to?



What age and how many years of driving experience should the driver have?

Will I have to pay a charge if I cancel?



Am I required to pay a deposit on the spot? If yes, which payment methods are accepted?



When do I have to pick up/return the rental car?

Can I drive wherever and as much as I like?



Read the contract

Carefully read your contract and compare it to your voucher

Did you book the rental car before your departure? In this case, you will have received a voucher. This document should be handed over to the rental company when you pick up your rental car.



Do not confuse the voucher with the rental agreement that you have to sign on the spot. Once signed, the rental agreement will replace the voucher, and you will have indicated your agreement. **You must therefore be very alert before you sign, and check that:**

- the items that are mentioned in your voucher are not also charged separately.
- the rental agreement does not add any optional and unsolicited paid insurances/services.
- the rental agreement mentions the deposit already paid.

Inspect the vehicle

Have all existing damage recorded

Have you noticed any scratches and dents? Ask an employee of the rental company to record them in a document (check-out) that you both sign.



You don't have time, or the employee refuses?

Take pictures of the car, with an indication of the date. If you don't take these measures, you risk being held liable for the damage.

Choose the fuel formula

Pay for a full tank in advance, or not? Car rental companies usually provide three formulas:

- You pick up the car with a certain level of fuel, and return it with the same fuel level. If not, you risk paying a large bill for fuel and service costs.
- You pay the price of a full tank of petrol in advance, part of which is refunded depending on the fuel level at the time of return.
- You pay a fixed price in advance, none of which is refunded, regardless of the fuel level at the time of return.



Taking out insurances

The civil liability (CL) insurance is the only mandatory insurance. All other insurances are therefore not mandatory, and are payable. You will find a brief overview below:

**Insurance against damage to the vehicle
Reduction/elimination of excess (franchise)**

→ Any damage caused to the car during the rental can be billed to you. In order to avoid a hefty bill, you can take out an insurance with the car rental company to reduce (CDW) or eliminate (Super Cover) your own risk (franchise).

Reimbursement of your own risk

→ Did you book through an intermediary? Your booking may sometimes include a 'refund of franchise' insurance. With this formula, you cannot eliminate the excess (franchise) in the event of an accident, but can obtain a refund from the intermediary afterwards. Is this the case? It is then unnecessary to take out a Super Cover insurance with the car rental company.

Be aware of exclusions
These insurances only apply if you have been driving 'with due diligence and care'.



Some damage could be excluded from the cover: e.g. smashed windows, tires, keys, and will require taking out another insurance.

Taking out insurances



Check whether your credit card limit covers the deposit.

You haven't agreed to Super Cover? Then you should probably block the amount of the deposit on your credit card at the counter. This amount will therefore not be available during your holiday!

Insurance against theft and vandalism (TP/TDP)

→ This insurance limits your liability in case of theft and vandalism. Check the scope of your coverage, the maximum refund and the excess amount (franchise).

Personal insurance (PI/PAI)

→ This covers any physical (death, disability) and material (medical costs, hospitalisation, luggage theft, etc.) damage caused to the driver and the passengers.



What to do in case of a breakdown?



Report any problems immediately

Does a warning light come on, or do you hear an unusual noise? Immediately notify the car rental company. Failing to notify can be regarded as negligence on your part.

Follow the instructions

A mechanical problem? Ask the Assistance Services or the rental company what you should do (if you don't have a travel and breakdown insurance).

Ask the garage for a repair estimate

This cost estimate will enable you to dispute the repair costs that the car rental company could charge you.

Only costs caused by negligence can be charged

Have you been driving in an appropriate manner, and did you regularly check the oil level and the tyre pressure? Then the car rental company is not entitled to charge you anything.

What to do in case of an accident?



Fill in the accident form

This document will enable you to determine the responsibility of the driver who is at fault.

Was this accident form not filled in? Then the car rental company will consider you to be liable, and will charge the repair costs, just as if you had been at fault.



Notify the rental company immediately

Ask them which procedure should be followed.

Did you cause the accident? Check what is covered by the insurance companies

Does your rental agreement include a reduction/elimination of the excess (franchise) insurance?

Then you will pay the franchise cost as a maximum. Is this not the case? Check your voucher to see whether you have a 'refund of franchise' insurance.

Do you have no insurance at all? In this case, you are liable for the total repair costs.

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Fill up the fuel tank where necessary

Whether you need to fill the tank depends on the selected fuel option

Unless you have opted for the 'fixed price' option, you will need to make a trip to a petrol station.

If not, you risk paying a high bill for fuel and service costs.

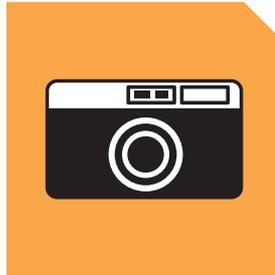
Keep the receipt. This may be useful in the event of a dispute with the rental company.



Determining the condition of the vehicle

Confirm the condition of the vehicle in writing

No scratches to be seen? Have this confirmed in writing (at check-in) by the car rental company employee. In this way, you cannot be blamed for damage that may not even exist.



No time? The rental car company is closed?

Try to return the vehicle during the opening hours, and allow sufficient time for this. In this way, problems can be avoided later.

Can you only return the vehicle outside the opening hours of the car rental company? Follow the procedure outlined in the contract. Take pictures with a date indication in order to be able to provide evidence of the condition of the car as you returned it.

The car rental company must be able to prove damage and repair costs

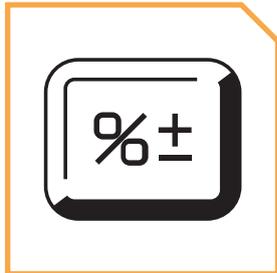
Was there no check-in? The rental company must prove that the alleged damage exists, and that it was caused during the rental period. The car rental company must also be able to justify the invoiced repair costs.

Identifying costs



Ask the car rental company for a justification of the charged costs

Does your credit card statement show unexplained costs upon your return home? Contact the car rental company. **These could relate to:**



→ additional insurance that was not included in your booking

Bookings often only include basic insurances. The car rental employee often proposes additional insurance at the counter, which you could agree to without fully realising it. Did you sign the contract? Then it will be difficult to dispute the costs.

→ repair costs

Was the damage not found while you were present? In this case, the car rental company must prove that you are responsible, on the basis of the check-in and check-out.

→ a traffic fine

Did you commit a traffic offence? You will receive the fine directly from the relevant authorities, but the car rental company will also charge administrative fees.

Disputing costs

Write to the car rental company

Do you dispute the costs? Write to the car rental company and request a refund.



Call on the assistance of ECC

Is the car rental company not responding to your request for a refund? Send us your file via our website www.eccbelgium.be.

Appealing to ECRCS

Is the car rental company affiliated with ECRCS? Then you can appeal to the reconciliation service via the website www.ecrcs.eu.



FAQ

I have booked a car in northern Italy. Can I cross the border and drive into Switzerland?

Rental companies sometimes limit the geographical area in which you can drive. Check the rental agreement for the countries in which you can drive.



The rental company doesn't accept payment of the deposit using a prepaid credit card. Is this legal?

The rental car company itself is entitled to limit the payment options, but should inform you accordingly in advance. Always verify the terms and conditions of the rental company prior to your departure.

I booked a car on the website of one company, but my voucher indicates another company. Is this normal?

On the Internet, you should distinguish between rental companies and intermediaries or brokers. The latter do not provide the rental car themselves, but book a car in your name from the rental company. Only the rental company is responsible for the proper implementation of the rental agreement.



I am 22 years old, can I drive a rental car?
Most rental car companies set a minimum age. Are you too young? Then you are not entitled to drive. Be sure to check the contract, even if you have the required minimum age. 'Young drivers' sometimes have to pay a surcharge.

I wanted to pay the deposit with my mother's credit card, but the rental company did not accept this. Does it have this right?

Rental car companies often require that the credit card that is used at the counter is in the name of the driver. If you do not have a credit card yourself, contact the rental company before your departure. This way, you will know the procedure to be followed.



I would like to share the vehicle with other drivers. Is this possible?

A driver must be indicated at the time you make the booking. In principle, only this person has the right to drive the vehicle. It is often possible to indicate additional drivers, however, if you pay a supplement.

FAQ

My flight is delayed and I'm afraid I'll arrive at the car rental company late. What should I do?

Immediately notify the rental company of your later arrival. If you fail to do so, your delay may be considered as a 'no show' if it is excessive. The rental car company can then refuse to hand over the rental car.

What are the risks if I return the rental car late?

Rental car companies usually set a date and a time for the return of the rental car. Are you late? Then you risk paying a surcharge.



The rental car company proposes the 'prepaid tank' option. Is this interesting?

This option has the advantage that you can avoid the additional stress of a detour to the petrol station before returning the rental car. Be careful, however: you usually pay them more for a full tank than you would at the petrol station.

I would like to return the rental car in another city, but the rental car company demands a fee for this. Is this normal?

Most car rental companies charge an additional fee if you return the car to a different location.

The window of my car is broken. Despite my CDW insurance, the rental company is charging me the repair costs in full. Is this normal?

Like any insurance, the CDW contains some exceptions. You can find these in the terms of the rental agreement. Some damage is not covered, which is often the case for glass breakage. You can take out a separate insurance for this.



FREQUENTLY
ASKED QUESTIONS

FAQ

The rental car company has forced me to take out a Super Cover because I did not have enough money on my credit card to pay the deposit. Is this legal?

The balance on your credit card must be sufficient to cover the deposit. If not, the car rental company will oblige you to take out the Super Cover, which will make the deposit unnecessary. The amount of the deposit should be reasonable, and you should always be informed of the amount in advance.

The rental contract is not in my mother tongue. What can I do in order to understand the content?

Where possible, ask for a copy in your own language or in English. If this is not possible, rely on the abbreviations of the charged items, and check their meaning in the glossary on page 22.

合同

My booking includes a 'franchise refund' insurance. The car rental company recommends Super Cover, however, because I would otherwise have to pay the excess in the event of an accident. Should I take it?

If you have a 'franchise refund' insurance, the insurance company will reimburse the amount of the franchise in the event of an accident. You therefore only have to pay the amount of the franchise as an advance, which makes it unnecessary to take out the Super Cover proposed at the counter.



The rental company doesn't think an inspection of the car is necessary. Can I trust this?

Drawing up a written report on the condition of the car before using it is in your own best interest. In this way, the car rental company cannot hold you liable for any damage that was found during this inspection.

FREQUENTLY
ASKED QUESTIONS

FAQ



The car's clutch failed after only a few kilometres. The car rental company is charging me for the repair costs. Does it have this right?

Legally, the car rental company must be able to prove that you caused the problem with the clutch through an inappropriate driving style.

In practice, rental companies often recover repair costs directly through your credit card. Contest this immediately.

If possible, ask a nearby garage to inspect the car. In this way, you have the advice of a specialist third party to challenge the findings of the car rental company.

I had an accident in which I was not at fault, but the rental car company still deducted the repair costs from my credit card. What should I do?

This is common practice. In order to obtain a refund, you should forward a copy of the completed accident form. In this way, the rental car company can claim the costs from the insurance of the driver who caused the accident.



FREQUENTLY
ASKED QUESTIONS

FAQ

My flight left at dawn. I left the car in perfect condition in the car park of the rental company. Yet the rental company has charged me repair costs. Can they do this?

As for the problem with the clutch, the rental company must be able to prove that there is damage, and that this was caused during the rental period. In practice, car rental companies will not hesitate to charge you for any damage they have unilaterally observed.

You should therefore take pictures of the car with an indication of the date when leaving it in the car park.

Glossary

ALI Additional Liability Insurance

LIS Liability Insurance Supplement

Additional liability insurance on top of the mandatory CL (civil liability) insurance. Increases the maximum compensation ceiling for third parties to whom you have caused physical or material damage.

PAI Personal Accident Insurance

Insurance covering the material and physical damage suffered by the driver and the passengers.

PEP Personal Effects Protection or

PEC Personal Effects Coverage

Insurance covering the luggage of the driver and the passengers.

PERSPRO/CCP Carefree Personal Protection

Insurance covering the driver and the passengers, their luggage and any medical expenses.

CDW Collision Damage Waiver

Insurance reducing the excess (franchise) in case of an accident that is not due to serious negligence on your part.

LDW Loss Damage Waiver

Insurance reducing or eliminating the excess (franchise) in case of theft that is not due to serious negligence on your part.

Super Cover of Super CDW

Insurance that exempts you from any payment in case of an accident that is not due to serious negligence on your part.

TDP Theft and Damage Protection

Insurance reducing or eliminating the excess (franchise) in case of theft and vandalism that is not due to serious negligence on your part.

Check-out

The document that is drawn up when picking up the vehicle, and on which any existing damage is recorded.

Check-in

The document that describes the condition of the vehicle upon return.

What can ECC do for you?

Your rights as a consumer do not stop at the border. Do you have a problem with a purchase in another European Member State? Then call on the information, advice and mediation services of ECC Belgium and its European network free of charge.



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