

**TABLE OF CONTENTS**

- 1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?**
- 2. WHO CAN RENT AND WHO CAN DRIVE?**
- 3. WHERE CAN I DRIVE A VEHICLE?**
- 4. WHAT TYPE OF VEHICLE CAN BE RENTED AND FOR WHAT PURPOSE?**
- 5. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?**
- 6. WHAT SERVICES ARE INCLUDED IF I RENT A VEHICLE ONLY?**
- 7. WHAT OTHER ANCILLARY SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED IN MY RENTAL?**
- 8. WHAT IS INCLUDED IN THE PRICE I PAY?**
- 9. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY?**
- 10. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE?**
- 11. WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?**
- 12. DAMAGE TO THE VEHICLE**
- 13. WHAT IS EXPECTED OF ME REGARDING THE VEHICLE MAINTENANCE?**
- 14. WHAT SHOULD I DO IN CASE OF ACCIDENT OR MECHANICAL BREAKDOWN?**
- 15. WHEN SHALL I RECEIVE MY INVOICE AND PAY FOR THE RENTAL?**
- 16. WHAT IF I WANT TO CANCEL OR MODIFY MY BOOKING?**
- 17. WHAT IF I WANT TO EXTEND MY HIRE PERIOD?**
- 18. WHAT IS THE FUEL POLICY?**
- 19. MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE?**
- 20. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?**
- 21. HOW IS EUROPCAR PROTECTING AND USING MY PERSONAL INFORMATION?**
- 22. ARE THE VEHICLES EQUIPPED WITH A TRACKER?**
- 23. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?**
- 24. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?**
- 25. GENERAL**
- 26. INSURANCE AND PROTECTION PROVISIONS**



Thank you for renting with Europcar!

We are Europcar-Asf Otomotiv A.S. Turkey. We are a private company registered in Turkey company number 255316 Istanbul Ticaret Odası (ITO) and our registered office is at Eminönü, Fatih, Istanbul -Turkey.

In accordance with these Terms and Conditions of Hire ('**T&Cs**') we will have the following obligations:

- A. to rent a Vehicle (either a car or a minibus which will be the same as or similar to the vehicle that you specify in your booking) plus any requested accessories to you (being the person named in the Rental Agreement (as defined below) and the person who signs it) for the period of time that is specified in the Rental Agreement and which shall not exceed 30 days (the "**Hire Period**").
- B. to provide certain ancillary services with all of our rentals and to offer you other ancillary services or products which are available at an extra cost.

The relationship between you and Europcar is governed by these T&Cs together with the following documents which, once you have signed the Rental Agreement, will form a legally binding contract between us and will govern your use of the Vehicle during the Hire Period:

- i. the booking confirmation email (where you have prebooked your rental online or through our reservation centres);
  - ii. the Rental Agreement including, if applicable, its specific conditions which is the document you sign at the time of check-out or the first day of rental;
  - iii. the Tariff Guide to additional costs;
  - iv. the Damage Price guide;
- together the '**Contract**'

In case of any conflict between any of the documents comprising the Contract then these T&Cs will take priority

If you are a company or other organisation for which a credit account has been opened the contractual documents forming the Contract between us must be read in conjunction with any corporate agreement that may exist between the parties. In the event of any inconsistencies the provisions of the corporate agreement will prevail.

If any provisions contained in these T&Cs and/or any of the contractual documents listed above are found by any court or relevant authority to be unlawful, invalid or unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

## 1. TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?

These T&Cs will apply to:

- 1.1. you because you are the person who is paying for the rental and any associated costs and you may also be a driver;
- 1.2. any other driver who is expressly named on the Rental Agreement and who is therefore authorised to drive the Vehicle;
- 1.3. a driver (a "**Referred Driver**") named on a Rental Agreement that records the hirer's name as an insurer, body shop, dealership or recovery agency.

**2. WHO CAN RENT AND WHO CAN DRIVE? 2.1.**

**Who can rent?**

Any person who:

- 2.1.1. is legally capable of entering into a legally binding contract and is prepared to accept responsibility for the Vehicle throughout the Hire Period; **and**
- 2.1.2. has the means to pay for the hire of the Vehicle and any associated costs that will be accepted by us (see table below); **and**

Payment method accepted	
Cash	Cash payment Not accepted at all
Privilege Europcar Cards	Accepted always
Credit Cards A (1)	Accepted always
Debit Cards	Accepted always
Companies purchase orders	Accepted always
TA - TO Vouchers	Accepted always

- 2.1.3. provides valid identification documents as indicated in the table below so that we can verify their identity and approve them for rental.

Documents required	
ID	Optional
Passport	Optional
Driving license	Mandatory
Utility Bill or Bank Statement that shows your home address	see details regarding verifying your identity below

**2.2. Verifying and approving your identity for rental:**

- 2.2.1. **If you live in Turkey** : before we can let you hire a Vehicle from us, in addition to photographic ID (ie., driving license or passport or ID card with T.C. Id number on), we will
  - verify your identity and home address by using a third party authentication checking system,. Depending on the results of the check we may need you to provide paper-based proof of identity (such as a utility bill or bank statement that shows your home address) that is less than 3 months old on the date you pick up the Vehicle from us. It may be helpful to have such documentation with you just in case as, if we need such paper based proof of identity and you can't provide it when we ask you for it, we won't be able to hire a Vehicle to you. Paper based proof will not be acceptable for our Selection range of vehicles.

- check your accident claims and motor fraud history via a claims and underwriting database. If you pass this check **and** your identity and home address is successfully verified then we can let you have a hire Vehicle but if you fail this check we won't be able to hire a Vehicle to you irrespective of whether your identity and home address is successfully verified.

2.2.2. **If you live outside the Turkey:** then, when you collect your Vehicle, in addition to photographic ID (ID card or passport) we will ask to see paper-based proof of your home address (eg., a utility bill or bank statement) proof of return flights (if applicable) and contact details within the Turkey. If you can't provide such documents when we ask you for them we won't be able to hire a vehicle to you. Please note that we do not accept cash payment at all.

**2.3. Who can drive the Vehicle? (the "Driver")**

The Driver of a Vehicle will be any person who is deemed by us to be authorized to drive the Vehicle because they comply with all of the following requirements:

- 2.3.1. they are expressly mentioned and fully identified on the Rental Agreement as either the hirer or an additional driver or a Referred Driver;
- 2.3.2. they have provided a valid driving license and a valid identification document according to the requirements of section 2.2 above; and
- 2.3.3. they hold a full and valid driving license
  - Non Turkish driving licence holders:** must have held a full and valid driving licence for a minimum of 12 months. Licences issued overseas must be clearly identifiable as a driving licence, otherwise an international driving licence will be required. Some licences are only valid in the country of issue e.g. India, so an international driving licence is required. In addition the following documentation must also be provided: (i) Passport; and (ii) proof of entry/exit into/out of the Turkey (e-tickets acceptable); and
- 2.3.4. they comply with the minimum age requirements set out in the table below.

**Minimum Drivers Age Requirements  
(years of age) by category of vehicle**

SIPP	Vehicle Category	Age
(M***)	Mini	21
(CC**)	Compact	24
(CD**)	Compact	26
(E***)	Economy	21
(I***)	Intermediate	26
(S***)	Standard	26
(F***)	Full Size	28
(P***)	Premium	28
(L***)	Luxury	28
	Selection	25 – 30 *
VPIW	Vans-Minibus	26 or 28 *

\* Age depends on the vehicle or van, minibus type

## **2.4. Who cannot drive the Vehicle? (an 'unauthorized driver')**

- 2.4.1. Any person that is **not** expressly mentioned or identified on the Rental Agreement as a Driver (see section 2.3 above); and
- 2.4.2. Any person who cannot provide valid identification documents as indicated in sections 2.1.3 and 2.2 and 2.3 above.
- 2.4.3. An unauthorized driver will not be covered by any of the insurance or protection products we offer. Only third party liability insurance (compulsory protection) will apply.
- 2.4.4. If you allow an unauthorized driver to drive the Vehicle then you are considered to be in breach of the Contract and you will be responsible for any consequences that may arise as a result. This will include compensating us for any damage caused by you and/or the unauthorized driver.

## **3. WHERE CAN I DRIVE A VEHICLE?**

- 3.1. You must not take our Vehicle outside Turkey without obtaining our prior written consent.

**Please be aware that you must comply with all road traffic regulations in Turkey when you drive the Vehicle.**

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

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

- 4.1. passenger cars and minibuses are intended for the carriage of varying numbers of people (depending on the manufacturer's recommendations); and
- 4.2. vans may be used for the carriage of goods up to the identified weight limit. must have legal and official documents to drive

## **5. WHAT ARE MY OBLIGATIONS TOWARD THE VEHICLE?**

When renting a Vehicle from us both you and/or any Driver or Referred Driver (each of whom, for the purposes of this section, will be included in the term 'you') must comply with the following obligations:

- 5.1. Subject to any fair wear and tear to the Vehicle, you will return the Vehicle to us in the same condition it was in at the start of the Hire Period.
- 5.2. Never drive the Vehicle out of Turkish border.
- 5.3. Drive the Vehicle in accordance with all applicable road traffic laws and regulations and ensure that you are familiar with all relevant local laws and driving regulations.
- 5.4. Ensure that any luggage or goods transported in the Vehicle are secured to the extent they will not cause damage to the Vehicle or cause risk to any passengers or to any third party or to any third party property.
- 5.5. Treat the Vehicle with due care and respect and make sure that it is always locked and protected by its antitheft devices when it is parked or left unattended.
- 5.6. Never drive the Vehicle whilst you are under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is liable to impair your driving ability.
- 5.7. Not fit any roof or bike rack or any tow bar nor allow anyone else to do so. If these are already fitted you must not (nor allow anyone to) modify them.

- 5.8. Not smoke in some Vehicles if been informed at check-out, nor allow anybody else to do so. If we reasonably think that smoking has happened in the Vehicle you must pay our cleaning fees which are described in section 9 (*What are the other fees / charges that I may have to pay?*) below.
- 5.9. Refill the Vehicle with the correct type of fuel. If unsuitable fuel is added then you will be responsible for all reasonable expenses incurred by us in the repair of any damage that may be caused to the Vehicle which will be calculated in accordance with the rules described in section 12 (*Damage to the Vehicle*) below.
- 5.10. Make routine inspections in respect of the Vehicle condition: for example, oil and water and coolant levels, front and rear windscreen washer fluid and tyre pressures and take any preventive actions necessary to keep the Vehicle in good working order.
- 5.11. Do not use the Vehicle nor allow the Vehicle to be used:
- 5.11.1. for rehire; neither can you mortgage, pawn, sell or in any way pledge or attempt to or give anyone any legal rights over the Vehicle or any part of it or any of its accessories ;
  - 5.11.2. to carry passengers for hire or reward;
  - 5.11.3. to carry more passengers than is recommended by the Vehicle's manufacturer;
  - 5.11.4. to carry flammable and/or dangerous merchandise; toxic, harmful and/or radioactive products or those that infringe applicable local laws and regulations, or to transport merchandise with a weight, quantity and/or volume in excess of what is recommended by the Vehicle's manufacturer;
  - 5.11.5. for racing, off-roading, reliability trials, speed testing or to take part in rallies, contests, or trials, wherever they are located, official or not;
  - 5.11.6. to transport live animals (with the exception of Assistance Dogs, subject to our prior written consent. Please refer to section 24.1 for full details as to our Animal Policy);
  - 5.11.7. to give driving lessons;
  - 5.11.8. to push or tow another vehicle or trailer (except where the Vehicle you are renting is already fitted with a tow-hook when the maximum load will be 1,000 kilo);
  - 5.11.9. on gravel roads or roads that are unfit for motor vehicles or where the surface or condition of it involves risks for the tyres or for the underside of the Vehicle or for the Vehicle itself, such as beaches, forest paths, mountains, etc.;
  - 5.11.10. to intentionally commit an offence.
- 5.12. Return the Vehicle and its keys and any accessories to the return station stated in the Rental Agreement in the condition that we provided it to you at the start of the Hire Period and by the expiry time and date specified in the Rental Agreement. We allow you a grace period of 29 minutes after the expiry time and date and if you don't return the Vehicle within this period then we will charge you:
- 5.12.1. the daily charge for each day (or part day) that you keep the Vehicle beyond the expiry time and date specified in the Rental Agreement plus an unauthorised extension fee (the cost for which is set out in the Tariff Guide); and
  - 5.12.2. for repair costs (if any) up to the value of the damage excess amount that you agreed at the start of the Hire Period provided always that you have not done something or failed to do something which compromises or invalidates the insurance and protection provisions (see section 25 below).
- 5.13. **You must not allow any unauthorised driver to drive the Vehicle which includes you deliberately allowing the unauthorised driver access to the Vehicle or the access being acquired due to your negligence, negligent act or failure to act.**

**If you fail to fulfil any or all of these obligations then, it may cause the insurance and protection provisions (set out in section 25 below) to be compromised and/or invalidated and you will be responsible for and will pay to us all reasonable costs of any detrimental consequences, loss and/or damage that may arise as a result. In addition we reserve the right to demand immediate return of the Vehicle if the contracted and/or optional insurance coverage and complementary services are compromised and/or invalidated.**

**6. WHAT SERVICES ARE INCLUDED IF I RENT A VEHICLE ONLY?**

The basic hire charge includes the following services:

Technical assistance to the Vehicle for breakdown recovery due to mechanical faults ((not driver error or abuse) see further details under sections 8.3 and 14.1 below)
The initial cleaning of the Vehicle
Our Basic Protection Package which includes Collision Damage Waiver ('CDW'= LDW) and Theft Waiver ('TW') unless section 9.2 applies to your rental
Third party liability insurance
Limited / Unlimited Mileage (depending on the applicable rate or product)

**7. WHAT OTHER SERVICES ARE AVAILABLE THAT ARE NOT INCLUDED IN MY RENTAL?**

We do offer the following additional services or products but the cost for each one (as shown in the Tariff Guide) *will be charged in addition to the rental charge*:

Child seats & Booster cushions
Additional Driver
One way hire
Refuelling
Additional rental days
Other Protection Packages
Out of hours collection
Satellite Navigation units
Delivery and collection
Winter Equipment
Electronic Tag for Tolls

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

The information you provide to us at the time of booking (such as the duration of the Hire Period or your age or any Driver or Referred Driver's age) will determine the price you pay. Any change to that information could therefore also mean that the price changes. The price of your rental will be those prices in force at the time of booking or at the time you make any changes to that booking.

The price you will pay comprises the following items:

- 8.1. The daily rental charge for the Vehicle for the agreed number of calendar days (this will include the standard inclusive ancillary services (see section 6 above for details)) unless you are a Referred Driver (see section 1.3 above) when you will not be responsible for the daily rental charge recorded on the Rental Agreement for the Hire Period (but you will be responsible for the daily rental charge if you extend the Hire Period for your own purposes).
- 8.2. The cost of both third party liability insurance and our Basic Protection package which includes collision damage (CDW=LDW) and theft (TW) waiver covers (unless you have chosen to provide you are a resident of Canada or the United States of America and have purchased a product that excludes collision damage waiver and/or theft waiver covers (see section 9.2 below).
  - 8.2.1. If you haven't purchased any of the excess reduction products that we offer, you will be responsible for paying an amount up to the collision damage waiver excess shown on the Rental Agreement together with all relevant charges and fees each time the Vehicle is damaged or stolen during the Hire Period whether or not you were at fault.
  - 8.2.2. Neither of our waiver covers (CDW=LDW / TW) nor any of our excess reduction products protects you for:
    - o loss or damage to the Vehicle and/or accessories caused by Driver abuse, negligence or breach of the Contract. In these circumstances you will be responsible for and must pay all of our losses and damages and you agree to pay all relevant charges and a damage administration fee (as set out in the Tariff Guide) for each incident; or
    - o any goods or personal possessions that you carry in a Vehicle (which are carried at your own risk) or which are left in the Vehicle when you return it to us.
  - 8.2.3. You must comply with all of the terms and conditions of the Contract so that our third party liability insurance and/or collision damage waiver and/or other excess reduction products (whichever apply) are not compromised and/or invalidated. If you do not do so then we and/or any provider of those products (whichever applies) may decline to accept responsibility for any loss or damage arising during the Hire Period. If cover is declined, you will be responsible for and must pay all of the losses and damages that we may incur or suffer as a result and you will pay all relevant charges plus a damage administration fee (as set out in the Tariff Guide) for each incident.
- 8.3. Subject to section 14.1 below you will have the benefit of around the clock breakdown service for the Vehicle for the duration of the Hire Period.
- 8.4. Any other services you choose to add at your further cost (see section 7 above).
- 8.5. Value Added Tax.
- 8.6. Any additional fees that are linked to you personally,

## **9. WHAT ARE THE OTHER FEES / CHARGES THAT I MAY HAVE TO PAY? 9.1.**

### **The Deposit.**

- 9.1.1. The deposit will have been explained in the confirmation email that was sent to you if you booked your Vehicle on our websites [www.europcar.com.tr](http://www.europcar.com.tr) or [www.europcar.com](http://www.europcar.com) or via our Reservations Centres, or alternatively it will have been explained to you in person. You can review how the deposit is calculated at the following address on our website <https://www.europcar.com.tr>
- 9.1.2. To ensure there is no confusion (and in case you did not book through the websites or via our Reservations Centres) we want to confirm that in addition to the cost of the daily rental charge (that you either prepaid at the booking stage or will pay at the time of pick-up) we will ask you to leave us with some security for any additional charges that may arise during your use of the Vehicle over the Hire Period. This security is in the form of a financial deposit and the amount for this will have been specified in your confirmation email.



- 9.1.3. If you need any additional information regarding the deposit please refer to section 0 below (*'Must I pay a deposit before picking up the Vehicle?'*) or contact us by phone on 0216 427 0427 or by email to [rezervasyon@europcar.com.tr](mailto:rezervasyon@europcar.com.tr) and we'll try to answer any questions you may have

## 9.2. Your Insurance

### 9.2.1. Residents of Canada and USA only

If you are a resident of Canada or the USA and have purchased a rental product that excludes collision damage waiver then only third party liability insurance will be included in the daily rental charge. You can purchase our collision damage and/or theft waiver products and any of our excess reduction products (see the Insurance and Protection provisions set out in section 25 below) but if you do not do so and the waiver cover supplied by your credit card provider does not give complete protection then you will be responsible for and will pay the full cost to us of any loss of or damage to the Vehicle, all relevant charges and a damage administration fee for each incident. Please note that whilst we do accept waiver covers supplied by some credit card providers or the cover provided by any third party waiver products that can be purchased online via a broker or similar trader.

## 9.3. Charges and Fees

We may charge you for various services that we will carry out as a result of incidents that may occur during the Hire Period and/or how you used the Vehicle. **The cost of these charges and fees (inclusive of VAT (or Insurance Premium Tax where applicable)) are listed in the Tariff Guide that is included in the document attached to your confirmation email and/or which is provided to you when you pick up the Vehicle.** Such charges and fees include, *but are not limited to*, the following:

### 9.3.1. Relating to Fines and Penalties

#### 9.3.1.1. You are responsible for and will pay all costs arising from:

- any congestion or parking charges, Osman Gazi Bridge toll fee, (or failure to pay them);
- a breach of any parking restrictions or a road traffic offence or any other offence or infringement involving the Vehicle such as (but not limited to) OGS and HGS lane infringement, tunnel, turning and bus lane charges including the costs from the Vehicle being clamped, seized or towed away and any other charges/costs (or failure to pay them) levied by a relevant organisation or issuing authority.

**You are and will remain primarily liable for such charges and you consent to us notifying such organisations of your personal details to effect a transfer of liability.**

**Each time when we deal with such correspondence** we will charge your credit card / debit card for our administration fee which covers the reasonable costs we incur in administering the correspondence associated with each fine, charge or penalty that is issued for the Vehicle during your Hire Period. You have the right to challenge that administration fee **within 14 days of the date of the invoice**. The administration fee will only be refunded if you can provide supporting evidence to show that the issuing authority (i) has rescinded the fine or penalty; and (ii) confirms that the original charge did not apply in any event.

#### 9.3.1.2. If we receive a penalty charge notice that is issued for the Vehicle during your Hire Period and which is capable of being paid then we may pay it so that we mitigate the cost of it. **Where we, at our discretion and for whatever reason, choose to pay such charges you will reimburse us the said charge plus our administration fee (for each charge we pay or each time we deal with such correspondence).** If we do pay it then we will take the following actions:

- we will inform you by letter that we have paid the penalty and we will enclose an invoice for the cost of the penalty plus our administration fee; and
- we will tell you that we intend to take the money for the cost of the penalty and the administration fee from your credit/debit card **within 14 days of the date of our letter** unless you write to us with a legitimate reason why the fine or penalty should not have been paid.

- If you do not contact us or you admit the validity of the fine or penalty then we will take the money from your credit/debit card on the 15th day following the date of the letter
- If you do contact us with a legitimate reason as to why the fine or penalty should not be paid then we will put this to the issuing authority. If the issuing authority refuses your appeal then we will confirm this to you and then take the money for the cost of the penalty and the administration fee from your credit/debit card. If the issuing authority allows the appeal and both rescinds the fine or penalty and confirms to us that the original charge did not apply in any event then we will not take any money from your credit/debit card.

### 9.3.2. Other Charges and Fees

9.3.2.1. Any additional fees and charges that are linked to other events which take place during your rental. The cost for all such fees and charges are set out in the Tariff Guide and include – but are not limited to - the following examples:

- a 'one way hire' charge you wish to return the Vehicle to a different Europcar Branch than you originally planned
- a 'electronic HGS tag tolls fee' each time you use bridges, tunnel, motorways which payable by HGS tag you may get any details at the check-out location before the Hire Period starts
- cleaning fees for a Vehicle if we have to return the Vehicle to the same condition it was in before the start of the Hire Period (including for smoking in the Vehicle)
- lost or stolen or damaged keys (whether or not you are at fault for the loss, theft or damage) plus the administration fee
- Refuelling if you do not return the Vehicle to us with a full tank of fuel and you have not purchased our 'Full Tank Option' (see further details under section 18.2.2 below and the Tariff Guide)
- 'Excess Kilometres Charge' for any additional kilometre you travel over and above the kilometre allowance (if any) included in the rental charge
- 'unpaid charges admin fee' will apply if we have to recover charges associated with your rental that you have not paid. Reasonable legal fees, statutory court costs and interest may also be payable in addition to the unpaid charges admin fee (as shown in the Tariff Guide)

**You agree that if you fail to make a payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due then we may cancel the Contract and demand the immediate return of the Vehicle. We will only take this action if we have reasonable belief that you may not pay the amounts you owe and we have requested you to explain the position and you have failed to do so satisfactorily.**

## 10. WHAT SHOULD I PAY ATTENTION TO WHEN I PICK UP THE VEHICLE?

- 10.1. When you pick up the Vehicle from us you will be asked to sign a section on the Rental Agreement that describes the Vehicle's condition at that particular time. Before you sign the Rental Agreement you should inspect the Vehicle and any accessories for any pre-existing damage.
- 10.2. If you notice any apparent defect or damage that is not described on the Rental Agreement then you should ensure a note is made on the Rental Agreement and that we both sign the change to it.
- 10.3. Where it isn't possible to check pre-existing damage to the Vehicle and any accessories at the time of pick-up you must notify any such damage to us within 24 hours of the start of the Hire Period. Notification of such damage should be made by phoning 0216 427 0427 or 0212 465 3696 (24hours)

10.4. If you don't notify us of any pre-existing defect or damage then we will assume that you have accepted the Vehicle and any accessories in the condition set out on the Rental Agreement and we will charge you for any new damage that is discovered when the Vehicle and any accessories are inspected by both parties when you return the Vehicle.

## **11. WHAT WILL HAPPEN WHEN I RETURN THE VEHICLE?**

### **11.1. Return of the Vehicle generally**

11.1.1. You should return the Vehicle to the Europcar Branch on the date and at the time shown on the Rental Agreement. You may return the Vehicle to another of our Branches for the cost ('one-way hire' fee) mentioned in the Tariff Guide. *Please consult with the Europcar Branch of pick up to arrange this.* If we are to collect the Vehicle and key from you it must be parked in a suitable place to allow collection at any time up to a period of 8 working hours from the end of the Hire Period without the imposition of any fines or congestion charges.

11.1.2. You are responsible for any fuel you use during the Hire Period. We will charge you to refuel the Vehicle at our pump rates on the date of return and include a refuelling charge (which are much higher than forecourt prices) if you do not return the Vehicle to us with a full tank of fuel and you have not purchased our 'Full Tank Option' (for further details see Refuelling service fee set out in the Tariff Guide).

### **11.1.3. *Personal Property***

We are not responsible for any loss or damage to any personal belongings placed in or on the Vehicle which will at all times be your responsibility. You must not leave any personal belongings in or on the Vehicle when you return it to us (you are responsible for checking and removing your personal belongings from the Vehicle). Any personal belongings left in or on the Vehicle which remain unclaimed 2 months after the end of the Hire Period will be disposed of.

### **11.1.4. *Early Return***

If you return the Vehicle before the return date and time stated on the Rental Agreement then the Hire Period will end when you return the Vehicle to the Europcar Branch and hand the Vehicle keys to a Europcar agent.

- If you prepaid at the booking stage we will not refund any unused prepaid daily rental or accessory charges to you.
- If, at the booking stage, you opted to pay-on-arrival and you return the Vehicle early then, when the Vehicle is checked in by us, our system will recalculate the daily rental and accessory charges according to the *actual* number of days you retained the Vehicle and the daily rental and accessory charges (if any) applicable on the date of return. Whilst the recalculated daily rental and accessory charges (if any) may be higher than your original quoted daily rate the final charge should be less than or equal to the original expected hire charge

### **11.1.5. *Late Return***

We allow you a grace period of 29 minutes after the expiry time and date of the Hire Period shown on the Rental Agreement in which to return the Vehicle to us. If you fail to do so, and you have not extended the Hire Period in accordance with section 17 below of these T&Cs, then if we do not hear from you for a period of 24 hours concerning the delay in its return we will regard the Vehicle as having been stolen and will report this to the police. We will take all lawful means to recover the Vehicle (which may include repossessing it or applying for a Court Order requiring you to return it and/or pay us an amount equal to the Vehicle's market value). If we have to take such steps then:

- 11.1.5.1. you give us permission (and cannot withdraw it) to access your premises for the purposes of repossessing the Vehicle so long as we do not use unreasonable force or cause damage; and
- 11.1.5.2. you must pay all our reasonable costs (including any legal or professional costs), charges and fees (including, where applicable, any administration fee or damage administration fee or unauthorised extension fee (as set out in the Tariff Guide)).

#### 11.2. Attended check-in of the Vehicle during opening hours

When you return the Vehicle to us you should take the opportunity to:

- 11.2.1. ensure you have removed all of your personal belongings (you are responsible for checking the Vehicle); and
- 11.2.2. inspect the Vehicle together with our agent and countersign the check-in document which includes a record of any new- damage (from that described on the Rental Agreement at the time of pick up or which you notified to us in accordance with the provisions of section 10.3). You will receive a copy of this signed document.
- 11.2.3. If, during the inspection, we discover new damage to the Vehicle (from that described on the Rental Agreement at the time of pick up or which you notified to us in accordance with the provisions of section 10.3) then we will evaluate it according to the provisions of section 12.3 below and issue an invoice which you agree we may charge against your insurance Excess amount (see the Europcar Insurance and Protections Provisions guide for further details as to the Excess amount) and deduct it from the debit/credit/charge card you supplied to us at the time of pick-up.

#### 11.3. Unattended check-in of the Vehicle

If you wish to use our “out of hours” returns service (please contact 0216-427 0427 or e-mail to [rezervasyon@europcar.com.tr](mailto:rezervasyon@europcar.com.tr) please note there may be a charge for this as set out in the Tariff Guide) or if you are unable or you refuse to inspect the Vehicle with us when you return it then we will inspect the Vehicle on our own and you accept that you are responsible for all charges, fees and damage to or loss of the Vehicle until we have checked the Vehicle back in.

- 11.3.1. If, during our inspection, we discover new damage to the Vehicle (from that described on the Rental Agreement at the time of pick up or notified to us in accordance with the provisions of section 10.3) then we will evaluate it according to the provisions of section 12.3 below and you agree you will be responsible for the cost to repair such damage according to the rules described in this section 11.3.1 and section 12 below (*Damage to the Vehicle*). We will send you the following details:
  - 11.3.1.1. a statement describing the damage identified upon return of the Vehicle
  - 11.3.1.2. pictures of the damage (if pictures are available)
  - 11.3.1.3. an estimated cost of repair that will vary depending of the nature of the damage but will include a damage administration fee and a recovery fee (if applicable) as set out in the Tariff Guide.
- 11.3.2. You can challenge the new damage that we identify and the cost of it within 14 days of the date we send you the invoice.
  - 11.3.2.1. If you fail to challenge the quoted charge within the 14 day period then we will charge the repair cost to the credit or debit card provided to us at the start of the Hire Period;
  - 11.3.2.2. If agreement cannot be reached then we reserve the right to take legal action against you to recover the outstanding sum.

We recommend that, if possible and before you drop off the keys, you take photographs of the Vehicle in its final parking place as evidence as to its condition at the time you returned it.

- 11.3.3. We shall not be responsible for any loss, theft or damage of any nature, related to any objects and/or belongings and/or tools that have been transported in or on, or that may be found in or on, the Vehicle.

## 12. DAMAGE TO THE VEHICLE

12.1. Unless any of the following charges are covered by our Protection packages or our third party liability insurance or any other associated excess reduction products (see the Europcar Insurance and Protections Provisions guide set out in section 25 below for further information as to when the cover applies or is invalidated) then you will be responsible for the following charges:

12.1.1. The cost of repairing any damage caused

12.1.1.1. to the Vehicle or other accessories plus a damage administration fee and either our Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the Tariff Guide) whichever shall apply; and/ or

12.1.1.2. which you cause to another party, their property, the vehicle they are in and all uninsured losses' before the Vehicle is checked back in by us.

12.1.2. Damages for loss of use of the Vehicle however caused and whether or not you are responsible for such loss unless the loss is due to our fault or negligence or our breach of this Contract.

12.1.3. The replacement cost of any accessories which have been lost, stolen or are uneconomical to repair plus a damage administration fee (whether or not you are responsible for the loss unless the loss is due to our fault or negligence or our breach of this Contract or such loss occurred after the Vehicle is checked back in by us).

12.2. If, during the Hire Period, the Vehicle is seized by any Government, authority or organisation and whether or not you are at fault, you must pay for:

12.2.1. any damage caused to the Vehicle and/or accessories, any penalties, fines, restoration/repatriation charges or any other charges or fees; and

12.2.2. any loss of use of the Vehicle while we cannot rent it out to another customer (which will be calculated on the basis of the Rental Charge for each day (or part of a day) in excess of the Hire Period and until the Vehicle is checked in by us as returned), unless such damage and/or loss is due to our fault or negligence or our breach of this Contract.

12.3. Any damage caused to the Vehicle whilst you have it in your care will be evaluated by us (acting reasonably) and charged, according to our cost estimation, against the debit/credit/charge card you supplied to us at the time of pick-up in addition to our damage administration fee and either our Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the Tariff Guide) whichever shall apply. Repair costs will vary depending on the extent of the damage.

12.3.1. *Light Damage* is viewed as minor, insubstantial damage that does not render the Vehicle unusable or illegal and therefore does not require immediate repair before it can be rented to another customer. Examples of light damage include (but are not limited to):

- o scratches to the external paintwork or on bumpers;
- o light damage to the windscreen,
- o damage to tyres, wheel rims and trims or to wing mirrors

We will charge you for Light Damage according to the Damage Price guide that is included in the document attached to your confirmation email and/or which is provided to you when you pick up the Vehicle or at the foot of the Home page on our website <https://www.europcar.com.tr>

12.3.2. *Serious Damage* or other damage that is not viewed as Light Damage because it renders the Vehicle unusable or illegal and requires immediate repair before it can be rented to another customer will not be included in the Damage Price guide. Serious or other non-Light Damage will be evaluated by an independent expert and charged according to the expert's report or to a cost estimate provided by an independent motor repairer in addition to our damage administration fee and either our Engineer's Fee or Desktop Engineer's Fee (both of which are set out in the Tariff Guide) whichever shall apply.

12.4. Please note that depending upon the type of Protection product you have subscribed to (see the *Europcar Insurance & Protections* guide) and provided you have complied with all applicable local laws and these T&Cs you may not be charged for the full cost of the damage and the maximum amount you may be required to pay

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

Throughout the Hire Period we will expect you to look after the Vehicle, the keys and any accessories against loss or damage (however that arises). If you fail to do so then you will be responsible for all damage and loss and any applicable charges and administration fees that may arise as a result.

13.1. Save for customary inspections such as oil and water levels; coolant; windscreen washer fluid levels and tyre pressures that should be regularly checked during normal use of the Vehicle to keep it in good working order neither you nor anyone else is allowed to work on the Vehicle or make any modifications to it without our prior written consent. If consent is required for work to be undertaken on the Vehicle and we give such consent we will only refund you for the work upon receipt of a valid and lawful invoice. You will be responsible for the cost of restoring the Vehicle to its original condition and to pay reasonable compensation for our loss of use of the Vehicle if the work or modifications causes damage and/or loss to the Vehicle that needs to be rectified before it can be rented out to another customer.

13.2. The Vehicle is provided to you with tyres in a good condition and number that meets with the trafficlegislation requirements of Turkey. In the event of damage to any one of the tyres (other than by ordinary wear and tear or latent defect) whilst we will immediately arrange to replace it you are responsible for the cost of the tyre (which will be of the same size, type and brand) together with any associated reasonable fees. Costs are shown in the Damage Price guide which is included in the document attached to your confirmation email and/or provided to you when you pick up the Vehicle or can be found at the foot of the Home page on our website <https://www.europcar.com.tr>

You will be responsible for and pay for any cost consequences arising out of any breach of these obligations by you or any other Named Driver.

### **14. WHAT SHOULD I DO IN CASE OF ACCIDENT OR MECHANICAL BREAKDOWN?**

#### **14.1. In case of Breakdown**

14.1.1. If a warning light appears on the dashboard or the Vehicle develops any fault during the Hire Period you or any other Driver must call the 24 hour emergency telephone number or the rental location telephone number during the office working hours for assistance.

14.1.2. If the Vehicle breaks down or is involved in an accident/incident in Turkey during the Hire Period we will, as soon as possible, recover and repair the Vehicle so that it is rendered functional.

14.1.2.1. If the Vehicle cannot be repaired we will (where possible) provide you with an alternative Vehicle of an equivalent standard and size to the Vehicle for the remainder of the Hire Period.

14.1.2.2. If we cannot repair the Vehicle or provide you with an alternative vehicle we will provide you with a refund for any part of the Rental Period that you have paid for but not received the benefit of.

14.1.3. If, and only if, the breakdown or accident or incident is due to our negligence or wilful default then we will not charge you for the cost of recovery and/or repair (if any).

Should we consider that the breakdown is caused by the negligence or deliberate misuse or if loss of or damage to the Vehicle arises as a result of a breach of the Contract by you and/or any Referred Driver or additional Driver and/or any unauthorised driver then you will be responsible for and will pay to us the cost of the repair of the Vehicle (if there is damage and/or loss caused to the Vehicle) and a fee for recovery of the Vehicle plus a towing charge per kilometre (if applicable) at the rates set out in the Tariff Guide. We may (at our discretion) accept payment from your insurer (only if applicable (see section 9.2 above)) but ultimate responsibility will be with you.

#### 14.2. In case of an accident or incident

14.2.1. If there is an accident/incident you or any authorised driver or Referred Driver must tell us immediately on 0212 465 3696. If you don't do so, or you continue to use the Vehicle, then you are responsible for any loss and/or damage caused to or resulting from the use of the Vehicle or to a third party and for all applicable charges associated with such loss and/or damage together with a damage administration fee for each incident.

14.2.2. Should we consider that the accident or incident is caused by the negligence, deliberate misuse or a breach of the Contract by you and/or any Referred Driver or additional Driver and/or any unauthorised driver and/or our collision damage waiver does not apply or is invalidated as a result of an act or omission (please see the Insurance and Protection provisions set out in section 25 below for further information as to when our collision damage waiver applies and when it is invalidated) then we reserve the right to recharge the cost of recovery and/or repair in full to you.

14.2.3. If you or any other Driver has an accident/incident you or that other Driver must:

14.2.3.1. not admit or accept responsibility;

14.2.3.2. obtain and notify us of the names and addresses of all involved, including witnesses;

14.2.3.3. make the Vehicle secure and tell the police straight away if anyone is injured or the road is blocked or if any property has been damaged;

14.2.3.4. tell us of the accident or incident on 0212-465 3696 (24Hours) or 0216-427 0427 complete and return the accident report form provided with the Vehicle.

For further details please see the Terms and conditions on <https://www.europcar.com.tr> at the foot of the Home page.

14.2.4. You will use your best endeavours to supply us with full details of any third party(ies) and third party vehicle(s) involved in any accident/incident with the Vehicle. Failure to do so may invalidate the Protection package and/or any excess reduction products (if it is applicable to your rental).

14.2.5. You will, at our request, do all that is reasonably and lawfully required by us or any provider of any other product that you opt to take and allow your name and the name of any Driver or Referred Driver to be used by us (or any provider of the product) for enforcing any rights or remedies against any persons in connection with the Vehicle.

14.2.6. We will not (either on our own behalf or on behalf of any insurers) waive any rights under the Contract or any applicable insurance policy unless we do so in writing (which must be signed by us or the insurer as applicable).

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

You will receive a final invoice once all elements of your rental have been settled. You will pay or be charged the full amount in one or in several lots as agreed between us.

15.1. If you book a Vehicle online:

15.1.1. You may decide to prepay for your booking, for example, the daily rental charge of the Vehicle and accessories for the Hire Period and for any additional services or products. Your means of payment will be debited by the agreed amount but you will not receive an invoice for that prepayment as the confirmation email will be deemed the receipt for this. Once you have returned the Vehicle to us then we will establish whether any additional fees or charges apply and will supply an invoice to show the entire cost of the Hire Period. This invoice will be sent to you via email.

15.1.2. If you decide not to prepay for your booking, you will be charged at the time you pick up your Vehicle for the amount of the rental charges for the Vehicle plus the deposit and for any accessories or additional services or products or additional Drivers or protections you decide to take out before you take the Vehicle away. The cost for this will be shown on the Rental Agreement and will be agreed with you before you sign the document. Any additional fees or charges will be charged, if applicable, when you return the Vehicle (if they can be calculated at that time) and we will supply an invoice to show the entire cost of the Hire Period. This invoice will be sent to you via email.

15.1.3. If you have incurred extra costs such as fines or tolls or caused damage and/or loss to the Vehicle and/or accessories then we will charge you at a later date, together with any associated administrative charges if, after the Hire Period has terminated, we become aware of them.

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

### 16.1. Modification

16.1.1. You can modify your booking free of charge provided you let us know **at least 24 hours before** the Hire Period is due to start. Please be aware that new rental prices, delivery or collection times may apply and other aspects of your rental may change if you modify your booking. Wherever possible you should use the same communication channel that you used when booking the Vehicle, alternatively, you can call our Call Centre on 0216-427 0427 or 0850-377 0377. We will let you know if the modification to your booking is possible. If it is possible, we will tell you about any changes to the rental which would be necessary as a result of your requested modification and ask you to confirm whether you wish to go ahead with the modification to your booking.

### 16.2. Cancellation & No Show

#### 16.2.1. Prepaid Rentals

If you have prepaid your booking online via our direct booking channels:

16.2.1.1. You can cancel your rental free of charge provided that you have given us **at least 24 hours notice before the Hire Period is due to start**. Wherever possible you should use the same communication channel to cancel your rental as you used when booking the Vehicle, alternatively, you can contact our Call Centre on 0850 377 0377 or reservation service on 0216 427 0427,

16.2.1.2. If you cancel giving us less than 24 hours notice, the prepaid amount will be refunded less a cancellation fee at the rate shown in the Tariff Guide.

16.2.1.3. If you have not cancelled your reservation and fail to pick up the Vehicle then your prepayment will be refunded less the no-show fee at the rate shown in the Tariff Guide.

16.2.1.4. If we cancel or fail to cancel the booking you will be fully reimbursed for any sums that you have paid to us for the booking.

#### 16.2.2. Pay on arrival rentals

16.2.2.1. If you have not prepaid for your rental then you may modify or cancel your rental free of charge up to the time of pick up.

16.2.2.2. If you lodge your credit or debit card details with us we will guarantee your Vehicle until close of business on the day your rental is due to start. However, if you do use this facility to guarantee your reservation and you either don't pick up the Vehicle on the day or don't give us two or more hours' notice to cancel before the rental start time then you agree that we may charge the no-show fee at the rate shown in the Tariff Guide against that credit or debit card to compensate us for having held the Vehicle for you without any rental transaction ultimately taking place.



## 17. WHAT IF I WANT TO EXTEND MY HIRE PERIOD?

In case you want to extend the Hire Period shown on your Rental Agreement you must contact us at least 1 day (24hour) before the end of the Hire Period or any previously agreed extension.

- 17.1. If we agree to extend the Hire Period you must pay us an extension fee (at the rate shown in the Tariff Guide) before the end of the Hire Period.
- 17.2. If such an extension means that the Hire Period will exceed a period of 28 days then you must :
- 17.2.1. return the Vehicle to the Europcar Branch where you picked it up and pay any outstanding amounts due; and
- 17.2.2. negotiate the hire of a new vehicle and enter into a new Rental Agreement with us.
- 17.3. If you do not contact us in time, or do not pay the extension fee, then, we will charge you the daily charge for each day (or part day) that you keep the Vehicle beyond the end of the Hire Period *plus* an unauthorised extension fee (as set out in the Tariff Guide). If we consider it to be appropriate then we will also have the right, without prior notice, to take any legal action necessary to effect the immediate return of the Vehicle. Please note that unless we expressly agree to the extension you will no longer be insured to drive the Vehicle.
- 17.4. The cost for both the extension fee and the unauthorised extension fee can be found in the Tariff Guide. If you are a Referred Driver then, unless agreed otherwise, you will be responsible for all charges during the extended Hire Period.

## 18. WHAT IS THE FUEL POLICY?

- 18.1. The rules applicable to fuelling and refuelling of a Vehicle depend on the country of rental and the type of rental product you have selected. Please check carefully the rules applicable for every rental you make. Please ask our location staff for details of all available options when you collect the Vehicle.
- 18.2. All Vehicles are supplied with a full tank of fuel. 3 options may then be made available to you:
- 18.2.1. Full to full
- We provide you with a Vehicle with a full tank of fuel.
  - You return the Vehicle with a full tank of fuel.
  - You pay nothing for either refuelling charge or fuel.
- If you have taken up this full to full option and the Vehicle is not returned with a full tank of fuel you will be charged the cost of the missing fuel at the national average litre pump price plus a refuelling charge which will be a charge for each litre at the cost shown on the Tariff Guide.
- 18.2.2. Full Tank Option
- At pick up you pay for the price of a full tank of fuel. The cost of this will depend on the Vehicle category.
- You may return the Vehicle with whatever fuel is left in it. Whilst Europcar will not charge you for refuelling the Vehicle Europcar will not reimburse you for any unused fuel.
- 18.2.3 Leave it as it was
- Exceptionally, you may be asked to take it with the less amount of fuel, like 1/4 - 1/2 or less, this may happen at the time of fleet renewing.
  - So, you can leave it as it was given to you, re-fuelling charges not applicabl

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

As we have already stated in section 9 (*What are the other charges I have to pay?*) you will be required to provide a security deposit when you pick up the Vehicle. The amount of the deposit is shown on the confirmation email sent to you at the time of your booking. You can review our deposit policy at the following address on our website <https://www.europcar.com.tr>.

18.3. You can pay the deposit with a credit card only and we've set out below what will happen for each payment method. If you have prepaid your daily rental charges we will need to see the card that you used for the pre-payment before we release the Vehicle to you but you can pay for your deposit using a different credit card too.

**Credit cards:** we will request an electronic authorisation from the issuing bank to ring-fence the deposit value against the card but not actually withdraw the funds. The available credit on the card will be reduced by the deposit value but the amount will not appear on your monthly statement. Provided there are no extra charges and/or fees to pay when you return the Vehicle to us at the end of the Hire Period and it has been checked-in then the deposit amount will be released.

**Debit cards:** Please use your debit cards when you want to pay for your final rental charges or any other services that you opted. Not suitable for deposit pre-authorization.

18.4. You agree that at any time during or after the Hire Period any and all additional charges that may arise under the Contract or related to your rental of the Vehicle (except for those that relate to damage to the Vehicle) can be offset against your deposit and, where there is no deposit or the deposit is insufficient, that we can apply such costs (i.e. the full cost or the difference between the amount we are entitled to and any deposit) to the credit, debit or charge card presented by you before entering into the Contract or we can issue an invoice to you for those sums that will be payable within 14 days of the date of the invoice.

18.5. If there are no additional charges that need to be paid for when you return the Vehicle to us at the end of the Hire Period then the deposit value will be released to your credit card or refunded in full to your debit card (if used) Please note that it may take up to 15 - 21 working days for the deposit monies to be available in your credit or debit card account depending on your bank or card provider. Debit card refund may take longer time to be available in your account.

## **19. CAN I PAY MY RENTAL WITH A FOREIGN CREDIT CARD?**

19.1. If your credit card was issued in a country outside of Turkey then, when you come to collect the Vehicle, we may ask you to choose whether you wish to pay either in Turkish Lira (TRY) or to pay in your credit card's base currency (credit card billing currency). Euro or Us dollars.

19.2. Any delayed or amended charges (for example if we receive any traffic penalties or parking charges after you have returned the Vehicle) will be made in the currency you chose for your Hire Period and using the exchange rate applicable on the day they are processed.

## **20. HOW IS EUROPCAR PROTECTING AND USING MY PERSONAL**

### **INFORMATION? 20.1. Protection of the Personal Information**

20.1.1. We collect and process your personal information strictly in accordance with the requirements of the Data Protection Act to the extent necessary to assist us in providing you with Vehicle rental services and to maintain and improve of our administration.

20.1.2. You are informed of any information that we need to collect whether in the Europcar Branch or online or via our Reservation Centres.

20.1.3. You should note that some of the recipients of the personal information may be located in countries where data protection legislation does not provide a sufficient level of protection equivalent to Turkish law. By continuing to use our services, the website and by providing any personal information, you consent to such transfers, storing and processing of your personal information outside Turkey including to countries where under their local laws you may have fewer legal rights.

20.1.4. You have a right to access, rectify and delete the personal information concerning the rental. You may exercise this right by sending a letter to the following address: *The Data IT Officer, Europcar Turkey, ASF Otomotiv A.S. Sogalik E-5 Yanyol Pamukkale sk. No.2/2 Kartal, İstanbul-Turkey.*

## 20.2. Use of the Personal Information

We may use any personal information you have given us, including the details of any Driver(s) or Referred Driver as follows:

20.2.1. For the purposes of the rental to verify identity, process and collect payment under the Contract, monitor fraud and deal with any issues before, during and after the Hire Period.

20.2.2. We will obtain information from third parties concerning you and/or any Driver(s) to decide whether to rent a Vehicle to you. Before your rental starts we will check your identity and that of any Driver(s) by carrying out an identity check. We may pass your personal information to third party agencies for the purposes of checking your identity and that of any Named Driver and they may keep a record of any search that they do. This identity check will leave an electronic note or “footprint” on your record but will not affect your credit rating; it is not used as part of the credit vetting process and the information is not sold to third parties.

20.2.3. We will keep a record of any breach of the Contract, suspected fraud or accident history to help us with future decisions about you and/or any Named Driver.

20.2.4. We may give the personal details on the Rental Agreement, and details of your performance of obligations under the Rental Agreement to companies that are part of the Europcar-Asf Group as well as its franchisees; to credit reference agencies, the police, debt collectors (including solicitors) and any other relevant organisation.

20.2.5. We may also give the personal details to the Tüm Oto Kiralama Kuruluslari Dernegi (TOKKDER), who may pass the details on to any of its members to help them decide whether they will accept you or any Driver(s) as a customer. Our data protection policy is available from: <https://www.europcar.com.tr>

20.2.6. Where you have agreed we will use the personal information for marketin-g purposes such as special promotions and loyalty programs.

**By accepting these T&Cs you expressly acknowledge having granted your explicit consent with the privacy policy contained in this section 20.**

## 21. ARE THE VEHICLES EQUIPPED WITH A TRACKER?

21.1. To maintain and protect the Vehicle and to prevent and detect crime we may use electronic devices to monitor the condition, performance and operation of a Vehicle and/ or to track a Vehicle’s movements. This information may be used both during and after termination of the Hire Period.

21.2. By accepting these T&Cs you expressly acknowledge having granted your explicit consent to the use of such electronic devices.

## **22. WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL?**

### **22.1. Our Liability**

22.1.1. We will be responsible for personal injury or death that is caused by our negligence.

22.1.2. You accept that in certain circumstances it will not be possible to provide you with a Vehicle or to provide you with the Services you have reserved. In such circumstances or if we are in breach of this Contract you agree that our maximum liability for any losses (including any loss of profits, loss of business, business interruption, or loss of business opportunity) in contract or tort will be limited to the value of the Vehicle hire and/or any ancillary services you reserved during the booking process.

### **22.2. Customer Service**

22.2.1. Wherever your rental took place you can choose to consult with the Customer Services department in your country of residence. Your Customer Services team will contact the country of your rental on your behalf and try to resolve your query.

22.2.2. You can contact the TR Customer Services team:

- by phone on 0216 427 0427 (which will be charged at the standard landline rate (or similar) but other networks will vary depending on your service provider) ; or
- by email [to CRM@europcar.com.tr](mailto:to CRM@europcar.com.tr)

22.2.3. Whether you call us or write to us we'll aim to respond to your query or complaint within 10 working days of receiving your communication. If we can't respond in these timescales, we'll tell you why and let you know when we aim to reply to you.

22.2.4. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time of your booking.

22.2.5. If, after you have consulted with our Customer Services team, you have a further dispute in regard to your query then you have the right to appeal to our trade association ("TOKKDER") details of which can be found under section 23.2.

22.2.6. We are under a legal duty to provide Vehicles that are in conformity with the Contract. Nothing in these terms will affect your legal rights or remedies. For detailed information please visit the Consumer Right Association, website [www.tuketicihaklari.org.tr](http://www.tuketicihaklari.org.tr).

### **22.3. Applicable Law & Jurisdiction**

In case of any dispute regarding your rental, the applicable law will be the law of the country of pick-up of the Vehicle. if for example, you are an English citizen and you hired a Vehicle whilst in Turkey then your rental will be subject to Turkish law.

## **23. IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?**

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

23.2. In the event we are unable to resolve any complaint you may have then you have the right of appeal to the Tum Oto Kiralama Kuruluslari Dernegi ('TOKKDER')

## **24. GENERAL 24.1.**

### **Animal Policy**

24.1.1. We do not allow any animals other than assistance dogs ('**Assistance Dogs**') to be transported in our Vehicles.

24.1.2. We do not supply dog guards or any other form of animal restraint for our Vehicles. If you are travelling with an Assistance Dog you are therefore responsible at all times for its behaviour, safety and well-being. This responsibility includes ensuring that the Assistance Dog is suitably restrained at all times so that it remains safe; it does not distract the Driver or cause risk or injury to you or any other passengers sharing the Vehicle with you.

24.1.3. We do not under any circumstances accept liability for damage suffered by the Vehicle or for injury caused to the Assistance Dog or to you or the Driver or to any passengers as a result of your failure to keep the Assistance Dog appropriately restrained and/or controlled.

24.1.4. In addition you are required to return the Vehicle to us in the same condition as it was at the start of the Hire Period (fair wear and tear excepted). If it is returned to us in a dirty or messy and/or damaged condition to the extent that it will require specialist cleaning and/or repair before it can be rented to the next customer then you will be liable for the special cleaning/valet charge described in the Tariff Guide and/or for the repair of any damage.

### **24.2. Notifications**

All notifications that need to be served on either you or us in regard to your Rental Agreement will be sent to the address indicated in the Rental Agreement unless either of us notifies the other party to the contrary.

### **24.3. End of Rental Agreement**

24.3.1. If you are a consumer we may end the Contract immediately if we discover that any of your belongings have been taken away from you to pay off your debts, or a receiving order has been made against you or steps have been taken to make you bankrupt or for you to enter into an individual voluntary arrangement.

24.3.2. If you are a company we may end the Contract immediately if you go into any form of insolvency or you call a meeting of creditors or we discover that any of your goods have been taken away from you to pay off your debts or receive adverse information or fraudulent financial information.

24.3.3. If you are ending the Contract for one of the reasons set out below the Contract will end immediately and we will refund you in full for any Vehicle which has not been provided or has not been provided properly. The reasons are:

- we have told you about an error or a change in the price or description of the Vehicle you have booked and you do not wish to proceed;
- we have suspended hire of the Vehicle for technical reasons, or notified you we are going to suspend hire of the Vehicle for technical reasons, in each case for a period of more than 14 days without providing a suitable alternative vehicle to replace the (suspended) Vehicle for the remainder of the Hire Period; or
- you have a legal right to end the Contract because of something we have done wrong

24.3.4. If the Contract ends it will not affect our rights under the Contract including the right to receive and/or claim any amounts which you owe to us under the Contract.

24.3.5. If you end the Contract after the Vehicle is delivered to you, you must return the Vehicle to us. If you are ending the Contract because we have told you of an error or change in pricing or description or because you are exercising your legal rights to end the Contract because of something we have done wrong then we will pay the costs of return.

## 25. INSURANCE AND PROTECTION PROVISIONS

25.1. This section 25 summarises the protection and insurance products we offer that are designed to cover your potential financial exposure if any of the following circumstances occur whilst you are renting and using one of our Vehicles. Without them, you will be personally responsible for the financial consequences:

25.1.1. **Liability to a Third Party** which means *other people's* bodily injury or death and / or damage to their property that occurs because of an accident or incident that you may cause.

- Damage to a third party's property could include a third party's vehicle and its contents, buildings or their contents, machinery or personal possessions.
- The cost of any business interruption associated with either the third party's injury or death and/or the damage to their property will also form part of this liability.

25.1.2. **Damage to or theft of the Vehicle.** This may be a result of a collision or an attempted theft and need to be repaired or it may be so badly damaged that it is irreparable and we write it off; or it may be stolen and not recovered

25.1.3. If you are the driver of the Vehicle at the time of a collision and you are responsible for the collision taking place then whilst any injured Passengers will be covered by our Third Party Liability insurance your own death or injuries, together with the possible associated consequences of it, will not. You can, however, be protected from such circumstances if you purchase any of our Personal Accident protections separately. Details of how this Personal Accident protection can benefit both you and your Passengers are available under section 5 of these Insurance and Protection provisions.

## 25.2. Definitions

For the purposes of these Insurance and Protection provisions we have given the following words or expressions a particular meaning:

**Abnormal use:** means that your use of the Vehicle whilst you are in charge of it doesn't comply with the Road Traffic laws that prevail and/or does not meet with the requirements of the Local Rental terms and conditions and/or does not meet with the standards of driving that would be expected of a reasonable and prudent driver

**Accident Report** means a full and complete signed statement (including any other document(s)) which records all of the facts of an accident or incident as they occurred (for example, how the event occurred, the nature of the damage to the Vehicle, the location where the incident took place, the dates and circumstances and any potential witness details)

**Basic Protection** means our standard protection products of collision damage (or damage liability) waiver and theft waiver covers that are included in rentals unless you selected the USA or Canada as your country of residence and opted for a rate exclusive of Basic Protection when booking your rental. If Basic Protection is included in the rental charge then, as long as you have complied with the Local Rental terms and conditions and have not committed a breach of any applicable laws, your financial liability for the total cost of damage resulting from an accident or incident or the theft or attempted theft of a Vehicle will be no more than the Excess amount

**Bodily Injury (or bodily injury)** means any physical injury or psychological damage suffered by a person that is caused as the direct result of an accident; it is not something that is intentionally self-inflicted and it does not result from sickness or disease

**book value:** means the value of the Vehicle calculated by an industry recognised system which provides a figure that is the difference between the retail value and the trade value of the Vehicle at the time of the incident.

**Collision (or collision)** means the impact of the Vehicle with another fixed or moving body or object

**Excess amount** is a specified sum of money that, provided you have complied with the Local Rental terms and conditions and have not committed a breach of any applicable laws, is the maximum amount we will charge you for the cost of any damage caused to the Vehicle as a result of a collision or its attempted theft during the Hire Period; or the loss of a Vehicle if it is written off because it is irreparable or if it is stolen and we do not get it back. The Excess amount is a non-waivable sum that is governed by the conditions of the Protection product you have purchased.

**Hire Period** means the period of time you wish to rent the Vehicle from us. This is specified on the rental agreement and will not exceed 30 days

**Local Rental terms and conditions** means the documents that, together, form the Contract (as defined in the Terms and Conditions of Hire) which you acknowledge you have read and approved before you sign the rental agreement to rent any Vehicle from us and which set out the rights and obligations that will apply to both you and us throughout the Hire Period

**Loss of Use** describes the circumstances where a Vehicle is unavailable for us to rent to another customer because, as a result of a collision during the Hire Period, it was damaged and we need to take it off the road to have it repaired

**Medium Protection** improves the cover offered by the Basic Protection package by reducing the Excess amount on standard Vehicles from €500 to €200 - €700 to €300 - €1500 to €600 and on Selection Vehicles from €2000 to €800.

**Passenger** means *any person other than the driver* that is being transported or is travelling in or on the Vehicle on a gratuitous basis. A Passenger is viewed as a Third Party under the mandatory Third Party Liability insurance regimes

**Premium Protection** is a package which is available if you are aged 26 or over and your rental starts in Turkey at any of the participating branches. It improves the cover offered under the Basic Protection package by reducing the Excess amount to zero € - TRY.

**Protection (or protection)** in these Insurance and Protection provisions applies to the means by which your financial liability for any damage to or loss of a Vehicle is limited to the Excess amount. It should be noted that this Protection is not provided by way of an insurance policy

**Selection Protection** is available specifically for renters of our range of Selection Vehicles. It improves the Basic Protection cover by reducing the Excess amount to €200 - €300 - €600 - €800

**Third Party** means any party to an incident *other than the driver of the Vehicle*. For the avoidance of doubt a Passenger is deemed to be a Third Party

**Third Party Liability insurance** means insurance that provides the driver of a Vehicle with protection against liability for another party's claims for damage to his/her property or for bodily injury or death arising out of an incident that occurs whilst you are using the Vehicle. Third Party Cover is a mandatory legal requirement and it is therefore an integral part of our rental service. The cost of it is included in the rental charge.

**Vehicle** means the vehicle you will be renting from us or you will be driving with our authorization. **We or we/ Us or us / Ours or ours** means Europcar - Asf Otomotiv A.S. in Turkey

**You or you / Yours or yours** means any driver that is named on the rental

### agreement 25.3. **Mandatory Third Party Liability Insurance**

We are required by the laws of all of the countries in which we operate our vehicle hire services to insure our Vehicles against liability for the claims or actions of Third Parties. Third Party Liability insurance is therefore automatically included as part of our vehicle hire services and you will be covered for the consequences *others* may suffer as a direct result of your actions whilst you are driving the Vehicle up to the level legally required in Turkey.

#### 25.3.1. What am I covered for?

You will be insured against liability for the financial cost of any of the following consequences that may arise as a result of an incident that you cause when you are using the Vehicle:

- bodily injury or death suffered by Third Parties; and
- property damage sustained by Third Parties and losses and costs arising as a consequence of the damage.

#### 25.3.2. What is excluded from the cover?

Third Party Liability insurance does not cover:

- bodily injury or death that you (the driver at the time of the collision) may suffer; or
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

#### 25.3.3. What is the amount of my financial exposure for Third Party Liability?

You will be covered for the financial cost of any Third Party Liability arising as the result of a collision that you may cause up to the level legally required in Turkey. Vehicle provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations) or the Local Rental terms and conditions.

However, if you didn't comply with those laws and/or regulations and/or the applicable Local Rental terms and conditions then, whilst our insurer will still fulfil its obligations to Third Parties under the Third Party Liability insurance policy, it may seek to recover from you some or all of the costs it may have paid to that Third Party as a result of the incident.



#### 25.3.4. How to notify us?

In circumstances involving Third Parties it is important that you do your utmost to report the collision to our 24Hour emergency telephone 0212-465 3696 or your rental location at the earliest possible opportunity providing full details of both the incident and of the Third Party. This will allow us to defend our case against the Third Party (if you are responsible for the incident) or to recover costs from the Third Party (if the Third Party is responsible for the incident).

### **PROTECTION PRODUCTS**

#### 25.4. **Collision Damage Waiver -**

Our *collision damage waiver cover* limits your financial exposure for damage caused to the Vehicle whilst it is in your care. If you purchase our standard collision damage waiver product and comply with the applicable laws and the Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount. You can reduce or eliminate the Excess amount by purchasing our Medium or Premium Protection cover instead of the Basic Protection package.

Collision damage waiver cover is included in the daily rental charge for the majority of rentals unless you selected the USA or Canada as your country of residence and opted for a rate exclusive of Basic Protection when booking your rental. In these circumstances the Basic Protection package (which includes collision damage waiver) may not be included in the rate and you will need to confirm to us at the point of collection that you have similar and acceptable waiver cover in place through your credit card before we will release a Vehicle to you. (see section 9.2 of the Terms and Conditions of Hire)) or any third party waiver products that can be purchased online via a Broker or similar trader.

Collision damage waiver does not cover the loss or theft of or damage to objects or property, (including luggage or goods) that are deposited or kept or transported in or on the Vehicle by you or by any Passenger.

##### 25.4.1. What does this protect me against?

Collision damage waiver cover protects you against liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of evaluating the damage incurred by a Vehicle; and/or
- the cost to repair the Vehicle or its Book value if it is not repairable and must be written off; and
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off

in circumstances where:

- you collide with a fixed or moving object; or
- the Vehicle is subject to an act of vandalism while you are driving or using it; or
- any glass or lights or reflectors are damaged or broken or tyres are damaged or punctured *during a collision*

#### 25.4.2. What is excluded from the Protection?

You will be liable for the full cost to evaluate and to repair the damage to the Vehicle if the damage is caused:

- by the wilful acts of the driver; or
- by an explosion or fire in (or to) the Vehicle because you are using it to transport dangerous goods (dangerous goods being *any product or substance that, due to its nature and/or main characteristics, is reasonably considered to be dangerous and which, if not transported with appropriate caution and safety, could cause harm to the Vehicle, and to any Third Party within a reasonable distance of the Vehicle*); or
- by the Vehicle hitting a bridge, car park barrier or other overhead object; or
- by its total or partial theft or an act of vandalism whilst the Vehicle is left unattended; or
- by your negligence (*which is behaviour that falls below the standards expected of a reasonably sensible person in similar circumstances*) or the negligence of your Passengers (for example a fire caused by the use or disposal of cigarettes or cigars); or
- because the keys are lost or stolen or damaged
- Loss of or damage to your own property that is being transported or kept in or on the Vehicle during the Hire Period

#### 25.4.3. What must I do to benefit from the Protection?

You must:

- **\*\*purchase the protection if it is not included in the rental charge;**
- **\*\*comply with Local Rental terms and conditions and all applicable law and local traffic regulation when you are driving the Vehicle;**
- **\*\*notify us within 12 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to on telephone number 0212.465 3696 24Hour emergency or the rental location providing full details of the incident.**

**\*\* these are the minimum requirements.**

#### 25.4.4. What is the amount of my financial exposure?

If during your Hire Period the Vehicle is damaged and you have not purchased this Protection you will have to pay for the total cost to evaluate and to repair the damage as well as compensation due to its immobilization.

Provided you have complied with the Local Rental terms and conditions and the applicable law and road traffic regulations then the maximum you will have to pay us is the Excess amount.

## 25.5. Theft Waiver

Our *theft waiver* cover limits your financial exposure for loss of the Vehicle if it is stolen or if it is damaged because it is subject to an attempted theft or the Vehicle is subject to an act of vandalism during the Hire Period. If you have purchased this product then, provided you have complied with the Local Rental terms and conditions, we will pay for the costs arising from the theft, attempted theft, or act of vandalism that are greater than the Excess amount.

Theft waiver cover is included in the daily rental charge for the majority of rentals unless you selected the USA or Canada as your country of residence and opted for a rate exclusive of Basic Protection when booking your rental. In these circumstances the Basic Protection package (which includes theft waiver cover) will not be included in the rate and you will need to confirm to us at the point of collection that you have similar and acceptable waiver cover in place through your credit card before we will release a Vehicle to you. Terms and Conditions of Hire)) or any third party waiver products that can be purchased online via a Broker or similar trader.

### 25.5.1. What am I protected against?

Theft waiver cover protects you against liability for any amount greater than the Excess amount for the following combined costs related to:

- the cost of evaluating any damage incurred by a Vehicle (if it is recovered); and/or
- the cost to repair the Vehicle (if it is recovered) or the Book value of the Vehicle if it is lost and not recovered; and
- our Loss of Use in the Vehicle whilst it is being repaired and / or written off;

in circumstances of:

- the theft of the Vehicle and any accessories following an occurrence of breaking and entering (*accessories being any supplementary component that is installed in or on the Vehicle that improves its specification*)
- the attempted theft of the Vehicle and of any accessories
- any act of vandalism to the Vehicle whilst it is stationary and left unattended by you
- any glass or lights or reflectors that may be damaged or broken or tyres that are damaged or punctured *as a result of the theft*

### 25.5.2. What is excluded from the Protection?

Theft waiver cover will not protect you in the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) as a result of keys being left in the Vehicle whilst it is unattended or having been delivered to an unauthorised person; your failure to use the anti-theft system appropriately when the Vehicle is left unattended, any failure by you to return the keys to us or if you left the Vehicle unlocked when you weren't using it;
- Theft of or damage to personal and / or work related goods or possessions and any goods being transported in or on the Vehicle.

**25.5.3. What must I do to benefit from the cover?**

You must:

- \*\*purchase the product if this is not included in the rental charge;**
- \*\*comply with Local Rental terms and conditions as they apply to the theft or potential theft of a Vehicle**
- \*\*notify the local police of any incident or event immediately or as soon as is reasonably practicable and provide us with the police report or evidence that the theft has been notified to the police.**
- Notify the pick up station of the theft and return the keys.
- Notify the pick up station, within 12 hours of the time you discover the Vehicle is missing and forward the keys to us at the place you picked the Vehicle up.

**\*\* these are the minimum requirements.**

**25.5.4. What is the amount of my financial exposure?**

If, during your rental, the Vehicle is stolen or is damaged in an attempted theft or due to vandalism and you have not purchased theft waiver cover then you will be liable for the full cost to evaluate and to repair the damage to the Vehicle (if the Vehicle is recovered) or for the full Book value of the Vehicle if it is not recovered as well as compensation for the Loss of Use calculated according to the daily hire rate contracted by you multiplied by the number of days that the Vehicle has been stolen.

With theft waiver cover, provided you have complied with the Local Rental terms and conditions, the maximum you will have to pay us is the Excess amount.

**OTHER PRODUCTS**

You can choose to limit your financial exposure further by purchasing the following Protection products. Please be aware that there are nevertheless exclusions as described below.

**25.6. Value Cover: Glass, Lights and Tyre Protection**

This product will apply to any damage that occurs to glass, lights or tyres in circumstances of normal use of the Vehicle during the Hire Period. It will reduce your financial liability for the Excess amount defined by your Protection product (ie., Basic, Medium, Premium or Selection Protections) to Euro - TRL zero as long as you have complied with the Local Rental terms and conditions.

#### 25.6.1. What am I protected against?

If you have purchased this product you will be protected against the financial liability for damage to:

- the windscreen; or
  - any side or rear windows; or
  - lenses (reflection of light) and lights; or
  - rear view mirrors
- that are in or on the Vehicle if the damage occurs during your rental
- damage to tyres on the Vehicle unless it arises from any Abnormal use (see definition on page 1) you may make of the Vehicle

#### 25.6.2. What is excluded from the Protection? You

are not protected under this product

- against the financial liability for damage to the Vehicle if it arises because of wilful acts or negligence that you commit whilst using the Vehicle and which causes damage; or
- for the administration costs we incur in handling any

damage file. 25.6.3. What must I do to benefit from the

Protection? You must:

- purchase it
- comply with Local Rental terms and conditions, all applicable laws and local traffic regulations when driving the Vehicle,
- notify us within 12 hours of the date on which the incident took place and, in any event, before the end of your Hire Period. Notification should be made to our 24hour Emergency telephone number 0212 465 3696 providing full details of the incident, (the nature of damage to the Vehicle, the location where the incident took place, the dates and circumstances and the potential witness details).

#### 25.6.4. What is the amount of my financial liability?

If during the Hire Period any glass or lights on the Vehicle are broken and / or any tyres on the Vehicle are damaged and you have not purchased this Protection then you will be liable for the Excess amount defined by your Protection product (ie., Basic, Medium, Premium or Selection Protection).

If, however, you purchase this glass, lights and tyre Protection (and provided you have complied with the Local Rental terms and conditions and the applicable laws and road traffic regulations) then you will have no financial liability for such damage.

## 25.7. Personal Accident

Whilst we automatically include Third Party Liability insurance as part of our vehicle rental services (for details of this insurance please see the section on pages 2 and 3 above entitled 'Third Party Liability Insurance') this does not cover bodily injury suffered by the person driving the Vehicle at the time of a collision if that collision occurs as a result of that driver's actions (an '**at fault**' driver). If you are the *at fault* driver of the Vehicle you will therefore not be covered for the financial repercussions of:

- personal bodily injury or death; or
- any damage to or loss of your personal property or possessions.

In order therefore to minimize your financial exposure for such damage, loss or injury in such circumstances we are offering our **Personal Accident Protection** product which you can purchase.

- Personal Accident Protection provides best-in-class protection for medical expenses incurred as a result of injuries suffered; and /or a lump sum indemnity if you are disabled or you die as a result of the collision (or an accident).

### 25.7.1. What am I covered for?

If you purchase this Protection product and you are in a collision whilst you are driving the Vehicle you can make a claim towards the financial cost of any of the possible consequences that result if you or any of your passengers die or are injured

- a lump sum payment up to a maximum stated in the PAI policy
  - in the event of your death (or presumption of death) or the death of any of your passengers within 12 months of the collision or incident as a result of the collision; or
  - if you or if any of your passengers ultimately remain partially or totally disabled from the consequences of the collision or incident;
- medical expenses for you and your passengers up to a maximum stated in the PAI policy (which includes hospitalization, consultations and pharmaceutical costs; X-rays and relevant medical tests; dental treatment or any prosthetics)) necessitated by the collision or incident.

If you and / or your Passengers are victims of a collision during the Hire Period then, provided you have purchased the product (in which case the Protection will apply to you and all passengers in the Vehicle), a claim can be made against it irrespective of who is at fault. As a result:

- Passengers and a 'not at fault' driver (both of whom are considered to be third parties in the context of the mandatory Third Party Liability insurance regime) can not only be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity they are entitled to under the Personal Accident Protection product; or
- Passengers travelling with an *at fault* driver will be considered third parties in the context of the mandatory Third Party Liability insurance regime can be indemnified by the Third Party Liability insurer for injury, loss of or damage to personal property but can also collect the lump sum indemnity under the Personal Accident Protection product. However, an *at fault* driver will only be covered by the Personal Accident Protection product.

### 25.7.2. What is (mainly) excluded from the cover?

This Personal Accident Protection does not cover:

- any of the costs set out above if the expense was not incurred as a direct result of the collision or incident occurring whilst you were in control of the Vehicle or if you intentionally caused or brought about the accident or collision; or
- any costs relating to treatment you were receiving or medical conditions you were suffering from before the accident or incident occurred; or
  - caused by fair wear and tear, depreciation or inherent defects or smokers accidents;
  - stolen as a result of your failure to secure and lock the Vehicle or if it is left in the Vehicle overnight or unattended in a public place. Loss of valuables and/or laptops will not be covered if they are left unattended in the Vehicle at any time;
  - a mobile phone
- any damage caused to the Vehicle

### 25.7.3. What is the amount of my financial exposure?

Provided you have not committed a breach of any applicable laws (including any relevant road traffic regulations and, in particular, relating to the wearing of seat belts and not exceeding the official passenger capacity of the vehicle – for instance if 7 people are injured in a 5 seater vehicle then the Personal Accident Protection will simply not apply at all) then you will be entitled to the Protection up to the indemnity limits shown above.

However, if you didn't comply with those laws and/or regulations then our insurer may refuse the cover altogether or, if it can be shown that you were partially responsible for the level of injury you suffered in the collision or incident, it may seek to reduce its liability for the costs.

### 25.8. **How to notify us?**

It is important that you do your utmost to properly complete and sign an accident claim form which will be made available on request. This gives us all relevant details of the incident and will allow us to ensure your claim is being handled as efficiently as possible. The accident claim form should be transmitted to us within a maximum of 5 working days of the collision or incident.