

## GENERAL RENTAL INFORMATION

### **Our rates include:**

unlimited mileage (except when indicated differently), VAT theft and damage penalty reductions, radio, road tax, airport surcharge (for pick ups at airport locations), downtown surcharge (for pick ups at downtown locations), preparation of the vehicle, registration fees.

### **Our rates do not include:**

total elimination of Damage and Theft penalties, one way supplement, fuel, refuelling service charge, fuel, fines, optional clauses (Car Protection Plus, Pai Plus, Super Gold Protection and Road Assistance Plus), extras, supplements, and additional service in case of fines, tolls, parking tickets, and any other penalty or charge issued by the Authority related to the vehicle circulation, and anything not expressly included.

### **IMPORTANT INFORMATION**

Driving on unpaved roads is strictly forbidden. The vehicle must be dropped off during offices opening hours. If customer returns the vehicle when our local office is closed, he will be held responsible for any damages occurred to the car during the time between the vehicle has been parked and the opening of our office when our local staff collect it. Moreover, an out of hour fee will be applied. If the rental period exceeds 30 days, you must complete the procedure and accept the obligations deriving from article 94, paragraph 4 bis of the Italian Road Traffic Code, referring to the update of the Vehicles National Register.

Sicily by Car is not responsible for anything that may occur in the event of non-compliance with these obligations.

### **Minimum and maximum age:**

For the rental of vehicle belonging to groups A/A1/A2/B/C/D/EE/EEW/E1/E2/F/N/S/S1, the minimum driver's age is 21 years provided that the payment of a daily supplement called "young driver" has been applied. The cost of the "young driver" supplement is of € 14,13 plus 16% apt/dt surcharge plus VAT. It is possible to rent vehicle belonging to groups A/A2/B/C even though the driver is 19 years old, upon the payment of the young driver fee € 21,20 + 16% tax + VAT per day. The drivers whose minimum age is of 23 years old can rent the vehicles belonging to car groups A/A1/A2/B/C/D/EE/E1/E2/F/N/S/S1 without paying for the above "young driver" supplement. For vehicles belonging to groups G/J/J1/N1/N2/NW/U/UWSW and the driver must be at least 25 years old. For all car groups, the maximum age permitted for all car groups is 80 years old.

### **Required driving license validity + original ID document**

For the rental of vehicles belonging to groups A/A1/A2/B/C/D/EE/EEW/E1/E2/F/N/S/S1 the driver must have held a valid driving license for at least 1 year and 1 day. For the rental of vehicles belonging to all other groups, the driver must have held a valid driving license for at least 3 years. Together with the driving license, the driver must be in possession of an original and valid Identity card and/or passport.

As per Italian law (art. 35 DPR 445/2000), the new Italian driving licence (European driver's license) can be accepted as a valid identity document. The driving licence must be provided of a clear photograph of the owner and a stamp issued by a State Administration.

If even one of the two above requested documents is missing it will not be possible to deliver the booked vehicle.

Some further requirements for the driving license:

- the driver must always be in possession of the original driving license;
- the driving license must be valid upon pick up of vehicle and its expiry date must be later than the drop off of vehicle;
- no cancellations and/or erasures must be present on the driving license;
- no amendments and/or adjustments are allowed unless they are certified (with date and stamp) by an appropriate Authority;
- the driving license must report the driver's photo and signature,
- to drive in Italy, all driving licenses issued by countries member of the European Community are valid but the driver must be in possession of a valid passport as well;
- as far as concerns all driving licenses issued by any country not member of the European Community, the driver must be in possession (together with the driving license, of course) of a proper International Driving Permission whose validity is of 1 year so it needs to be in regular course of validity;
- all driving licenses reporting non-latin characters (e.g. arabian, chinese, japanese, cyrillic and so on) are not accepted unless they have been translated by the Embassy or Consulate in latin characters;
- in no cases military driving licenses, temporary driving licenses, copies of driving licenses are accepted.

### **Insurance**

Our rates are inclusive of a maximum of € 20.000.000,00 per single accident covering public liability, animals and property.

### **Method of payment + Deposit on customer's credit card**

For the rental payment, the driver must be in possession of a valid non-electronic and non-prepaid business credit card, registered under his name upon pick up of vehicle. In case of missing credit card with these requirements, it will not be possible to enter the rental agreement and deliver the vehicle. Moreover, it is necessary that the driver's credit card has enough credit to cover the amount which will be frozen on it as a warranty upon pick up of vehicle. We accept international American Express, Diner's, Visa/Mastercard. No cash deposit or cheques will be accepted. In addition to the rental cost, Sicily by Car asks a precautionary deposit as a warranty through a pre-authorization on the credit card.

The deposit is calculated as follows: rental cost (when not prepaid) + an amount (see the chart below) which depends on the category of the chosen vehicle and the possible purchase of the additional discretionary coverage "Car Protection Plus" or the additional discretionary coverage "Super Gold Protection". The deposit is a warranty for the payment of the rental cost (when not prepaid), as well as possible extra costs deriving from the rental (ex. Damages, fuel).

The deposit is never meant as a limitation of the customer's liability.

For more information regarding the deposit, please contact **+39/ 091-6390111**.

Deposit without Car Protection Plus			Deposit with Car Protection Plus		
A- A1 - A2 - B - C - D -	EE-EEW- E1- E2 - F - J - J1 - N- N1 - N2- NW - S - S1 - SW	G - U - GW - UW	A- A1 - A2 - B - C - D	EE- EEW- E1- E2 - F - J - J1 - N- N1 - N2- NW - S - S1 - SW	G - U - GW - UW
€ 650,00	€ 800,00	€ 1.000,00	€ 200,00	€ 300,00	€ 400,00

Deposit without Super Gold Protection			Deposit with Super Gold Protection		
A- A1 - A2 - B - C - D -	EE- EEW- E1- E2 - F - J - J1 - N- N1 - N2- NW - S - S1 - SW	G - U - GW - UW	A- A1 - A2 - B - C - D	EE- EEW- E1- E2 - F - J - J1- N- N1 - N2- NW - S - S1- SW	G - U - GW - UW
€ 650,00	€ 800,00	€ 1.000,00	€ 200,00	€ 200,00	€ 200,00

### **Fuel and Refuelling Charge**

All vehicles are delivered with a full tank of fuel (unleaded gasoline or diesel). Should the vehicle be returned without a full tank of fuel a charge of € 24,00 plus 16% apt/dt surcharge plus VAT for refuelling service will be applied for each vehicle in addition to the cost of the missing fuel.

### **Out of hour fee**

All pick ups within 1 hour after the closing time will generate a charge of € 31,00 + 16% apt/dt surcharge + VAT; all pick ups from 1 hour onwards after the closing time will generate a charge of € 70,00 + 16% apt/dt surcharge + VAT. For all airport and downtown locations possibly closing between the AM and PM working hours, any service during this closing time will not generate any extra charge. However, no out of hour service is accepted after the evening closing time.

**All out of hour pick ups and all out of hour drop offs in presence of a desk representative are on request and subject to our confirmation.**

### **Late returns:**

For vehicle drop offs, a maximum tolerance of 59 minutes is allowed after which 1 extra day rental will be charged.

## ACCESSORIES

All accessories are optional and must be considered on request and subject to confirmation- except for what follows concerning snow chains.

### **SNOW CHAINS**

We inform all our customers that from 15th November until 15th April in much of central and northern Italy and in some areas of Central and South Italy (including the islands), where required by special ordinances, the use of snow tires or snow chains is mandatory. For details of the local areas / roads affected by this obligation, please see the website [www.poliziadistato.it](http://www.poliziadistato.it).

Please note that in the same period the car picked up at the rental stations in Piedmont, Liguria, Lombardy, Veneto, Friuli Venezia Giulia, Emilia Romagna, Tuscany, Marche, Umbria and the Abruzzi, if not equipped with snow tires, will be provided to the customer already equipped with chains (cost included in the total rental price), except if the customer decided to deselect the option when booking on the website or to decline, in case of a different reservation procedure. When picking up the car, the customer will be asked to confirm the renunciation by signing a declaration stating that he/she already owns snow chains suitable to the rented vehicle or that he/she is won't drive on the streets affected by the Public Authority ordinance. The rental price will be adjusted excluding the snow chains mandatory option. For rentals in all other regions, the chains will have to be mandatorily required by the customer, in the case of driving in roads affected by the above-mentioned regulation. In this circumstance, snow chains will be available at the following prices:

CAR GROUPS	COST + V.A.T. + 16% APT/DT SURCHARGE
A/A1/A2/B/C/D/ F/S/	€ 35,00 + VAT + 16%
G/J/J1/N/N1/N2/U/QW/S1	€ 70,00 + VAT + 16%

The access to the site [www.maps.google.it](http://www.maps.google.it) will facilitate the customer in identifying the streets of his route.

### **BABY SEAT**

CAR GROUPS	COST + V.A.T. + 16% APT/DT SURCHARGE.
ALL CAR GROUPS	€ 34,00 + VAT + 16%

### **SKI RACK**

CAR GROUPS	COST + V.A.T. + 16% APT/DT SURCHARGE
ALL CAR GROUPS	€ 34,00 + VAT + 16%

### **GPS**

It is possible to request the GPS Navigation System when booking the vehicle.

Customer must return the GPS to our local office staff and only when the office is open. It is not allowed returning the GPS when the office is closed. The relevant GPS surcharge, to be paid upon pick up of the vehicle, is of € 3,53 plus 16% apt/dt surcharge plus V.A.T. per day. At the desk the customer will be asked a deposit of € 50,00 V.A.T. and taxes included. One way charge for GPS will be applied when returning the GPS in an office different from the pick up office. "One way for GPS" costs € 14,13 plus 16% apt/dt surcharge plus V.A.T.

In case of theft and/or damage and/or loss regarding the GPS, a full declaration of the facts will have to be handed out to the local office and a penalty of € 180,00 plus V.A.T. will be applied. In case of loss of the GPS cable and/or loss of GPS bag and/or loss of GPS windshield holder, a penalty of € 25,00 plus 16% apt/dt surcharge plus V.A.T. will be applied for each lost item.

In one of the above cases, customer must leave a complete written report to be handed out to the drop off location.

### **One way rentals fee**

<b>GROUPS</b>	<b>COST + V.A.T. + 16% APT/DT SURCHARGE</b>
A/A1/A2/B/C/D/EE/EW/F/ J/J1/N/N1/N2/NW/U/S/S1/SW/E1/E2 /G /GW /U /UW	€ 60,06 + VAT + 16%

- The one way fee for all rentals with pick-up in **Roma Termini** and **Milazzo** will be increased by **70,66 € + VAT + 16%**.
- The one way fee for all rentals involving Sardinia (from Sardinia to Italy Mainland and vice versa and from Sardinia to Sicily and vice versa) is of € 287,50 plus 16% apt/dt surcharge plus VAT.

### **Extra drivers**

For each additional driver, a supplement of € 7,07 plus 16% apt/dt surcharge plus VAT per day must be paid locally upon pick up of the vehicle. A maximum of 3 drivers (including the main driver) is allowed per rental.

### **Oil and Maintenance**

Any expenses for engine oil will be reimbursed upon delivery of a regular receipt made out to Sicily by Car S.p.A. No other types of expenses will be reimbursed without prior authorisation from our desk staff.

### **ANTIFREEZING ADDITIVE**

Our local offices do not provide vehicles with anti-freezing additive, therefore it is strictly up to the customer to add it in the tank. Any damages arising from fuel freezing will not be covered by any insurance and client will be charged for the relevant damages occurred.

### **PRIORITY CHECK IN**

Customers who want to skip the ordinary queue and get the car quickly can choose for the “Priority Check In” service at the cost of € 20,00 + VAT plus 16% apt/dt surcharge to be paid locally.

From the 1<sup>st</sup> of April until the 30<sup>st</sup> of September, the Priority Check In service will be € 30,00 + VAT plus 16% apt/dt surcharge to be paid locally

In this case, the reservation must contain the following details: exact customer’s name and surname (which must be the same reported on the driving license); driving license number; driving license date and place of issue; driving license date of expiry; a valid and regularly reachable phone contact.

### **Type of vehicle**

Although Auto Europa – Sicily by Car S.p.A. endeavours to deliver the vehicle requested by the client, a specific car model cannot always be guaranteed. In the case that the booked car group is not available, another vehicle of a higher category will be delivered without any extra charge.

### **Fines, highway tolls and parking tickets payment**

All fines issued further to a violation of the Street Code and/or missing tolls and/or parking tickets issued during the rental period will be notified to the customer. Moreover, client will be charged on his credit card for a supplement of € 50,00 plus VAT as additional services in case of fines, tolls, parking tickets, and any other penalty or charge issued by the Authority related to the vehicle circulation. The supplement will be charged for each single event.

### **No Show**

In case client does not pick the vehicle up within 2 hours from the original pick up time reported on the reservation, the vehicle may no longer be available at his arrival unless he has communicated, when booking, the arrival flight number and a working and regularly contactable mobile phone

### **24 Hours Assistance in Italy**

In case of accident in Italy, client must contact our 24 hours Assistance at the toll free number 800 - 069837 or 0039 15 2559656 (from mobile phones). The tow truck service will collect the vehicle and will move it to the nearest Auto Europa – Sicily by Car S.p.A. office for the replacement.

In case of any damage causing the breakdown of the vehicle, as per the article 1588 of the Civil Code, the Customer will be charged for the tow truck service fee of € 200,00 + VAT, except in case he has subscribed the optional “Road Assistance Plus” clause.

If, after having requested a tow truck, the vehicles is not towed away, either by choice or by fact related to the Renter or due to an on –site repair service, the Renter latter will be charged with 100% of towing service expenses.



### **24 Hours Assistance Abroad**

In case of an accident abroad (only in the countries where our cars can be driven into) client must contact our 24 hours Assistance at 0039 015 2559656. The tow truck will pick the vehicle up and will take it to the nearest repair station. Auto Europa – Sicily by Car S.p.A. will consider together with the customer the most suitable way to return to Italy.

In case of any damage causing the breakdown of the vehicle, as per the article 1588 of the Civil Code, the Customer will be charged for the tow truck service fee of € 300,00 + € 1,00 per Km + VAT, except in case he has subscribed the optional “Road Assistance Plus” clause. If, after having requested a tow truck, the vehicle is not towed away, either by choice or by fact related to the Renter or due to an on-site repair service, the Renter latter will be charged with 100% of towing service expenses.

### **Cross border information**

Our vehicles can be driven to the following countries: Italy, Portugal, Spain, Andorra, the Vatican City, Republic of San Marino, The Principality of Monaco, France, England, Scotland, Wales, Ireland, Northern Ireland, Belgium, Holland, Luxembourg, Liechtenstein, Germany, Switzerland, Austria, Denmark, Norway, Sweden, Finland, Slovenia and Croatia.

It is strictly forbidden to drive the vehicles in a country other than the above listed.

In case of theft and/or accident and/or damage of any kind occurred in the above mentioned non-authorized countries, the driver will be held totally responsible for any event even if he has undersigned the Car Protection Plus and/or Pai Plus or Super Gold Protection clauses and is obliged to hand out a written and detailed report regarding the event anyway.

### **Check Out sheet**

The customer is obliged to check carefully the conditions of the vehicle before leaving the parking area. Should the client notice any difference regarding the conditions of the vehicle upon signing the rental agreement, he must immediately inform the desk staff. The customer will not be able to complain about any difference on the conditions of the vehicle he will notice after signing the rental agreement and the Check Out sheet and after the delivery of the vehicle as he will be deemed the only responsible about them. Any complaint arising for such matters will not be accepted.

### **It is absolutely forbidden driving on unpaved roads**

Customer is totally responsible for any damages occurred to the vehicle due to driving on unpaved roads, even in case of subscription of Car Protection Plus and/or Pai Plus or Super Gold Protection.

### **Pets on board**

No pets on board of the rented vehicle are accepted, except guide dogs.

## **CUSTOMER'S RESPONSIBILITY IN CASE OF DAMAGES AND THEFT OF THE RENTED VEHICLE**

## MAXIMUM CHARGES (TLW/CDW PENALTIES)

### Theft/Fire penalty

in case of theft/fire, customer will be responsible for the here below TLW penalty up to the maximum charge, determined considering the category of the rented vehicle. (see the charts below)

Car Groups	Amount plus VAT
A/A1/A2/B/C/	€ 1.400,00 + VAT
EE/EEW/D/E1/E2/F/J/J1/N/N1/N2/S/S1/NW/SW	€ 1.600,00 + VAT
G/GW/U/UW	€ 2.500,00 + VAT

### Damage Penalty

In case of damages occurred to the vehicle, customer will be responsible for the here below CDW penalty up to the maximum charge, determined considering the category of the rented vehicle. (see the charts below)

Car Groups	Amount plus VAT
A/A1/A2/B/C/	€ 900,00 + VAT
EE/EEW/ D/E1/E2/F/J/J1/N/N1/N2/S/S1/NW/SW	€ 1.200,00 + VAT
G/GW/U/UW	€ 2.200,00 + VAT

The penalties for theft/fire and/or damage are considered per single event. In accordance with the provisions of art. 1588 Civil Code, the Customer undertakes to indemnify the Lessor for any damage, for any reason occurred to the vehicle, unless he can prove that the damage happened for reasons not attributable to the Customer himself.

The rental agreement contains specific information about the rules regarding the responsibility in using the vehicle. Among these pieces of information, it is particularly important the compliance to the rules about the correct and diligent use of the rented vehicle (such as avoiding to drive the vehicle on unpaved roads and sticking to the usual rules of attention and maintenance) as well as the compliance to the traffic rules. In case of any default or breach of such rules, the customer will be deemed the only responsible for any damage occurred, even if Car Protection Plus and/or Pai Plus or Super Gold Protection have been subscribed. In the light of this, for further details, all customers are kindly invited to go through the current General Conditions carefully. We also remind that, in addition to the circumstance clearly stated by law, the reduction / reduction of liability will be not effective in case of malice or gross negligence, as per the article 1229 of the Civil Code.



**SUPPLEMENT FOR THE ELIMINATION /  
REDUCTION OF DAMAGE AND THEFT/FIRE PENALTIES**

**CAR PROTECTION PLUS CLAUSE**

<b>Car Groups</b>	<b>Daily cost + V.A.T. + 16% APT/DT SURCHARGE</b>
A/A1/A2/B/C/D/ EE/EEW	€ 7,77 + VAT + 16%
E1/E2/F/G/GW/J/J1/N/N1/N2/NW/S/S1/U/UW/SW/	€ 14,13 + VAT + 16%

The customer who wishes to travel without any troubles can eliminate the penalties for damage and/or theft/fire undersigning the Car Protection Plus clause, including it upon booking (please see the special box of the “applicable supplements” in the quotation step).

The Car Protection Plus clause, which is not an insurance, includes:

- total elimination of the damage penalty;
- total elimination of the theft/fire penalty.

The Car Protection Plus clause, which is not an insurance, does not include:

- Loss and/or damages and/or theft of the car papers. In such cases, client will be charged for a supplement of 50,00 + VAT;
- Loss and/or damages and/or theft of the car keys. In such cases, client will be charged for a supplement of 220,00 + VAT;
- Loss and/or damages and/or theft of the registration plates (or even just one of them). In such cases, client will be charged for a supplement of 350,00 + VAT;
- Damages to the vehicle deriving from violation of the Traffic Regulation Code.

It is NEVER possible to eliminate the responsibility regarding damages occurred to all glasswork; wheels; the underside; the roof or hood (if convertible); to tapestry; accessories and interiors of the vehicle; to mechanical parts; damages to the door locks; damages caused by vegetation; damages caused by acts of vandalism, damages caused by negligence and /or carelessness of the driver and/or violation of the traffic code; safety kit; triangle; high-visibility waistcoat.

The damages caused by acts of vandalism are covered only in case customer has signed for both the Car Protection Plus and the Pai Plus clauses or in case of subscription of the Super Gold Protection clause. In such case, however, customer is still obliged to hand out, upon drop off of vehicle, a regular report issued by the Authorities otherwise he will be charged for those damages anyway. In case of theft of the vehicle, with subsequent finding, in case of damages or missing parts, the Client will still be liable to the Lessor within the TLW penalty limit.

### PAI PLUS CLAUSE

The cost of PAI Plus clause, for all car groups is of € 5,65 plus 16% apt/dt surcharge plus VAT per day and states the coverage for driver's personal accident as per the limit here below reported:

Warranty	Amount in €	Franchise - Duration	
		Franchise	Duration
Death or permanent disability	100.000	Franchise	3%
RSC (reimbursement of care expenses)	10.000	Franchise	2.00
IR (hospitalization indemnity)	80,00 PER DAY	Franchise	7 DAYS
		MAXIMUM COMPENSATION	20 DAYS

Included in the here above maximum rate:	Sub-limit
Reimbursement of travel expenses of the insured party for his sanitary return	€ 1.500,00
Reimbursement of railway / flight tickets of a family member	€ 300,00
Reimbursement of expenses for the transportation of the insured party's corpse	€ 2.000,00
Reimbursement of expenses of the passengers (further to sanitary return)	€ 1.000,00

The above mentioned benefits relating the reimbursement of expenses are provided exclusively if the accidents occurred more than 50 km from the residence of the Insured Part.

*\*If the driver has reached the age of 75 years at the time of the accident, the insurance is provided with the application of the following limitations and deductibles:*

- a) *The sums insured for all guarantees are reduced by 50%;*
- b) *the deductibles for permanent invalidity shall be doubled;*
- c) *no other special conditions, even if referred to, apply.*

The PAI Plus clause also includes:

- windshield and all glasswork;
- tyres;
- the roof;
- the underside parts of the vehicle.

### **SUPER GOLD PROTECTION CLAUSE**

Prices are shown as follows for the Super Gold Protection clause:

**Daily costs plus 16% apt/dt surcharge plus VAT**

Super Gold Protection								
CAR GROUP	1 DAY	2 DAYS	3 DAYS	4 DAYS	5 DAYS	6 DAYS	7 DAYS	8 + DAYS
A	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
A1	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
A2	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
B	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
C	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
D	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
EE	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
EEW	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83	€ 14,83
E1	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
E2	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
F	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
G	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
GW	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
J	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
J1	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
N	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
N1	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
N2	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
NW	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
S	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
S1	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
SW	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
U	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19
UW	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19	€ 21,19

As a result of the “Super Gold Protection”, the customer benefits from the same limitations of liability and coverages deriving from the subscription of both “Car Protection Plus” and “Pai Plus”. Moreover, he/she is exempted from the obligation to refund all the damages occurred to the mechanical parts of the vehicle (except for damages caused by wrong/unclean refueling or freezing fuel) and to the car keys (damages/loss).

### **Damages caused by vegetation**

Customer will be liable for any damages caused to the vehicle due to vegetation, even if has subscribed the Car Protection Plus and/or Pai Plus or Super Gold Protection clauses, as this can be considered his negligence to drive the car in the countryside or in places where the vegetation can cause scratches and damages to the vehicle.

### **New damages on the vehicle**

If new damages not pre-existing upon pick up are found when checking the vehicle in (drop off), these are quantified sticking to the SBC Damages Table and to the criteria explained on the relevant Explanatory Sheet (both can be consulted on the website [www.autoeuropa.it](http://www.autoeuropa.it) and are handed out as a hard copy to the Customer when entering the rental agreement. All damages not reported on the SBC Damages Table will be quantified by appropriate damage report issued on the basis of the Car Manufacturers' pricelist.

In case of damage or theft (total or partial) occurred to the rented vehicle, client will be liable to pay for an inclusive amount of € 50,00 plus VAT as additional service.

### **Procedure in case of accident**

In case of accident, with or without third party, a written and detailed declaration must be handed out according to the rules established by law. In case of accident with a third party, it is absolutely necessary to report registration number, insurance company details, name and surname of the driver and of all possible witnesses, name and surname of the owner of the vehicle (which can be found on the car papers). Such pieces of information are necessary.

If new damages (not pre-existing upon pick up) are found when checking the vehicle in (drop off) and if these are not covered by the clauses reducing and/or eliminating Customer's liability (Car Protection Plus and/or Pai Plus or Super Gold Protection clauses), the procedure will be the following:

- in case of a damage included in the SBC "Damages Table", the drop off location identifies the damage immediately and jointly with the Customer, quantifies it and proceeds with charging the relevant amount on his credit card;
- in case of a damage not included in the SBC "Damages Table", once it has been identified jointly with the Customer, the drop off location freezes, by way of caution, an amount on his credit card without charging it and waiting for the damage is quantified by an appropriate damage report. Once the damage report has been issued, Customer will be sent a communication with the documents showing the damage and the relevant quantification. As 5 days have gone by after this communication, the amount quantified by the damage expert will be charged;
- in all cases where it is not possible to identify the damage jointly with the Customer (for any cause due to him) Sicily by Car S.p.A. – Auto Europa freezes an amount on his credit card by way of caution without charging it and proceeds with the quantification of the damage either by the SBC Damages Table or by a damage expert. Customer will then be sent a communication with the documents showing the damage and the relevant quantification. As 5 days have gone by after this communication, the amount quantified by the damage expert will be charged;
- Customer can dispute the damage and/or its quantification. In such cases, Sicily by Car – Auto Europa takes Customer's reasons and gives feedback for them. If Customer's dispute is met, no charge will be made or a refund will be made if the damage has already been charged. If Customer's dispute is received within 5 days after the communication sent to him and containing the charge notice, the file will be temporarily kept in stand-by and no charge will be made until all checks have been completed.

In case Customer reports a claim for accident not caused by him (Accident Report Form –CID- with Customer's signature only), Sicily by Car S.p.A. – Auto Europa will charge him, by way of caution, an amount quantified by the SBC Damages Table or by an appropriate damage report (in case of damages not included in the SBC Damages table) waiting for the file to be completed by the Insurance Company.

In case of insurance compensation, this will be deducted from the amount charged to the Customer. If the damage caused by the accident is attributed to the Customer, then he will also be charged for the damage report cost (in case this has been issued) and for the postal fees.

Only in case a Customer who reports a claim not caused by him hands out also an Accident Report Form –CID- signed by the third party, then he will not be charged for the amount contractually stated as damage responsibility. If the third party's insurance company does not pay the damage because the here above form (CID) results incomplete, inadequate, or the accident results being in contributory negligence or passive, the amount of the damage caused to our vehicle up to a maximum of the damage penalty contractually stated will be claimed by Sicily by Car S.p.A. – Auto Europa.

The Damage Report Form –CID- signed by the third party must be always handed out even if the damages are covered by the subscription of the optional clauses for limitation and/or elimination of liability (Car Protection Plus and/or Pai Plus or Super Gold Protection).

### **Road Assistance Plus**

The subscription of this optional clause when entering the rental agreement exempts the Customer from paying the tow truck service expenses, provided that the need of the tow truck service is not caused by some event due to malice or negligence. The "Road Assistance Plus" clause **does not eliminate** in any case the liability for the tow truck service in case of freezing fuel, wrong/unclean refuelling, loss of keys or forgetting them inside the vehicle.

The "Road Assistance Plus" clause has the following costs:

- € 3,00 plus 16% apt/dt surcharge plus VAT per day for all car groups up to a maximum of 10 days (even for rentals longer than 10 days but less than 30 days);
- For rentals longer than 10 days € 30,00 plus 16% apt/dt surcharge plus VAT for all car groups.
- for monthly rentals (30 days), € 35,00 plus VAT for all car groups. Any extension will be calculated on the basis of the monthly cost divided by the actual number of rental days;

### **Complaints:**

Any complaints must be received by our main office within 20 days after the completion of the rental agreement.

### **Exclusive relevant Court:**

Both parties agree that any legal action arising from the rental agreement will be brought exclusively before the relevant Court sitting in Palermo. This provision shall not apply, however, to customers who qualify as consumers pursuant to art. 3, co. 1, letter. a) of Legislative Decree 6 September 2005, no. 206 (so-called Consumer Code), in which case the Court of the place of residence or domicile of choice of the Renter will be competent. The rental agreement is governed by the Italian law, therefore, any dispute or legal action regarding the rental agreement, the Italian Law will be exclusively applied before any Authority or Court.

**Notice! Rates and conditions subject to change without prior notice.**

**ON LINE PAYMENT CONDITIONS**

For the on-line payment the following conditions are valid. For anything not expressly indicated, the above general information apply.

**CREDIT CARD:**

Customer must pay the amount of the rental by credit card upon completion of the reservation authorising Auto Europa - Sicily by Car S.p.A. to the charge of the amount reported on the prepaid voucher. Upon pick up of vehicle, customer must be in possession of a valid, non-electronic and non-prepaid credit card with embossed numbers and registered under his name. In case this is missing, the rental agreement will not be entered and the vehicle not delivered.

It is important to highlight that upon car pick up, the Customer is obliged to leave a precautionary deposit through his credit card. The deposit is determined considering the category of the chosen vehicle and the possible purchase of the additional discretionary coverage "Car Protection Plus" or the additional discretionary coverage "Super Gold Protection". (see the charts above in the paragraph "Method of payment + Deposit on customer's credit card").

Therefore, it is necessary that the credit card has enough money availability to cover the amount which will be frozen upon entering the rental agreement. If the customer is not in possession of a valid credit card (or if it has not enough availability for the deposit amount to be frozen) or in case of missing identity card/passport or valid driving license, then a maximum penalty will apply as follows:

- € 200,00 for car groups A, A1, A2, B, C, D, F, J, J1, S, S1;
- € 500,00 for car groups EE, EEW, E1, E2, G, GW, N, N1, N2, NW, U, UW, SW.

To be refunded for any amount in excess other than the above penalty, customer must send his request by e-mail at [\*\*prenotazioni@sbc.it\*\*](mailto:prenotazioni@sbc.it).

**CANCELLATIONS:**

To cancel the reservation, customer must contact our call center by e-mail at [\*\*prenotazioni@sbc.it\*\*](mailto:prenotazioni@sbc.it) without any penalty provided that the reservation is cancelled up to 72 hours prior to the start of the rental, then a maximum penalty will apply as follows:

- € 200,00 for car groups A, A1, A2, B, C, D, F, J, J1, S, S1;
- € 500,00 for car groups EE, EEW, EN, E1, E2, G, GW, N, N1, N2, NW, U, UW, SW.

To be refunded for any amount in excess other than the above penalty, customer will have to send his request by e-mail at [\*\*prenotazioni@sbc.it\*\*](mailto:prenotazioni@sbc.it).



### **AMENDMENTS**

No amendments to the reservation can be made.

### **CHARGES OF EXTRAS**

All charges relevant to extras and/or supplements signed for upon pick up of vehicle or occurred during the rental will be applied on the credit card left by customer as a warranty.

### **NO SHOW**

In case of no show of the vehicle within 2 hours after the pick-up time reported on the reservation, the vehicle may no longer be available at the desk, unless he has informed the pick-up location staff in advance about any delay even if he has added the arrival flight number and a contact number. In case of no show customer is not entitled to any refund. However, the Renter has the right to give evidence as per the article 1588 of the Civil Code

### **EXTENSION OF RENTALS**

The extension of the rental period for further days must be requested by Customer at the counter directly or per e-mail sent to the Rental Station or to [prenotazioni@sbc.it](mailto:prenotazioni@sbc.it). Sicily by Car will inform the Customer about the new price for the extension requested. Customer will have to confirm the quotation and accept it in writing or by e-mail. If the rental period exceeds 30 days, you must complete the procedure and accept the obligations deriving from article 94, paragraph 4 bis of the Italian Road Traffic Code, referring to the update of the Vehicles National Register.

Sicily by Car is not responsible for anything that may occur in the event of non-compliance with these obligations.

### **DAYS NOT USED**

Days not used are not refundable as the rate meant for the prepaid reservations is lower than the one meant for all reservations to be paid locally upon pick up of vehicle.

### **REQUEST OF REFUND:**

Any requests of refund must be made by e-mail at [prenotazioni@sbc.it](mailto:prenotazioni@sbc.it).

### **Notice! Rates and conditions subject to change without prior notice.**