

## TABLE OF CONTENTS

1)	TO WHOM DO THE RENTAL TERMS AND CONDITIONS APPLY?.....	7
2)	WHO MAY RENT AND WHO MAY DRIVE? .....	7
a)	Who may rent? .....	7
b)	Who may drive? (the "Driver") .....	9
c)	Who may not drive the Vehicle? .....	9
d)	Statement of Truth – Reckless driving .....	9
3)	WHERE MAY I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)?.....	10
4)	WHAT TYPE OF VEHICLE MAY BE RENTED AND FOR WHAT PURPOSE? .....	11
5)	WHAT ARE MY OBLIGATIONS REGARDING THE VEHICLE? .....	11
6)	WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY? .....	12
7)	WHAT ARE THE MOBILITY SERVICES NOT INCLUDED IN MY RENTAL? .....	13
8)	WHAT IS INCLUDED IN THE PRICE YOU PAY? .....	13
9)	WHAT ARE THE OTHER FEES / CHARGES ETC. THAT I MAY HAVE TO PAY? .....	14
10)	WHAT SHOULD I PAY ATTENTION TO WHEN PICKING UP THE VEHICLE? .....	15
11)	WHAT PROCEDURES APPLIES WHEN RETURNING THE VEHICLE?.....	15
a)	Return of the Vehicle during opening hours of Europcar's rental office .....	15
b)	"Out-of-hours" return Service .....	16
c)	Return of the Vehicle during opening hours of Europcar's Rental Office with an inspection in your absence.....	16
d)	Late return of the Vehicle .....	16
12)	DAMAGE TO THE VEHICLE .....	16
a)	Damage identified upon return of the Vehicle and in your presence.....	17
b)	Damage identified in your absence.....	17
c)	Objection to damages .....	17
d)	Common rules .....	17
13)	WHAT IS EXPECTED OF ME REGARDING VEHICLE MAINTENANCE? .....	17
14)	WHAT SHOULD I DO IN CASE OF ACCIDENTS, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE? .....	18
15)	WHEN WILL I RECEIVE MY INVOICE AND WHEN SHOULD I PAY FOR THE RENTAL? .....	18
16)	WHICH CONDITIONS APPLIES IF I WANT TO CANCEL OR MODIFY MY BOOKING?.....	19
a)	Modifications .....	19
b)	Cancellation and no-show .....	19
17)	WHICH CONDITIONS APPLIES IF I WANT TO EXTEND MY RENTAL AGREEMENT? .....	19
18)	WHAT IS THE FUEL POLICY? .....	20
19)	MUST I PAY A DEPOSIT BEFORE PICKING UP THE VEHICLE? .....	20
20)	CAN I PAY MY RENT IN MY OWN CURRENCY (DIFFERENT THAN THE CURRENCY OF THE COUNTRY OF RENTAL)? .....	20
21)	WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?.....	20
22)	ARE THE VEHICLES EQUIPPED WITH A TRACKER?.....	21
23)	WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL AGREEMENT? .....	21
a)	Applicable law .....	21
b)	Customer Service.....	21
c)	Notifications.....	22
d)	Mediation.....	22
e)	Alternative Dispute Resolution .....	22
f)	Jurisdiction for rentals made on a professional basis.....	22
g)	Contractual documents .....	22
24)	IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY? .....	22
25)	CHANGES TO TERMS AND CONDITIONS .....	22
	APPENDIX 1 –TERMS AND CONDITIONS OF THE ROADSIDE SERVICE .....	23
	APPENDIX 2 – PRICES AND FEES .....	23



# TERMS AND CONDITIONS OF RENTAL

Thank you for renting with Europcar!

Europcar Mobility Group Denmark A/S (hereinafter referred to as Europcar) is a Danish company with its registered office at Jens Baggesens Vej 90N, 8200 Aarhus N. It is registered at the registry court of Aarhus under the CVR number 19986292.

In accordance with the present general Terms and Conditions of Rental (T&Cs), Europcar will have the following obligations if a rental agreement is concluded:

- Rental of a Vehicle (car, van) to you (as defined in section 1 below) for the period of time (not exceeding 30 days) that is specified in the Rental Agreement (the "**Rental Period**") plus any accessories that you wish to rent which will also be indicated in the Rental Agreement.
- provide certain mobility services included in your rental and offer you other services which are available at an extra cost.

The contractual relationship between you and Europcar is governed by the following documents:

- the Rental Agreement, including if applicable its specific conditions (the document signed by you at the moment of the check-out or the first day of rental)
- the booking confirmation email (when you have pre-booked your rental online)
- the list of Prices and Fees
- specific Terms and conditions
- the present General T&C of rental which apply to all aforementioned documents.

In case of a contradiction between the documents above listed, the terms of the first document will prevail over the subsequent documents.

## TERMS AND CONDITIONS

- **Conditions relating to length of time driving licence held:**

The minimum period for holding a Danish driving licence is one year. This length may vary according to the category of Vehicle rented. All the details are set out in the table in section 2 “Who can rent and who can drive?” of the T&Cs.

- **Information regarding rental prices and possible surcharges applicable in rental offices and airports:**

Our tariffs are set mainly according to the length of your rental, and the category of Vehicle rented. Surcharges may also be applied if you collect your Vehicle from an airport.

You can find all the information needed to understand the pricing structure in Europcar’s list of prices and fees, that can be found on Europcar’s website and accessed through the link in your e-mail confirmation (if your reservation is made online). You can also retrieve the List on Europcar’s Rental Offices. [Click here to assess the list.](#)

- **How fuel is billed:**

As a rule, all vehicles are delivered with a full tank of fuel.

If you have not returned the vehicle with a full tank of fuel, you will be charged with the cost of the missing fuel including a refuelling charge. Please note that Europcar may require you to provide a proof of fuel purchase (receipt). Please refer to the List of Prices and Fees, that can be found on Europcar’s website and accessed through the link in your e-mail confirmation. You can also retrieve the list at Europcar’s Rental Offices. [Click here to assess the list.](#) For more details, please see section 18 “What is the fuel policy?”.

- **Deposit:**

The deposit is intended to cover additional rental costs.

If you have prepaid your rental, the amount of the deposit is DKK 2.500 (or the equivalent in local currency).

If you have not already paid for your rental when you made the reservation, the rental cost will also be blocked to your credit card. In this case, the amount blocked on your credit card will be the rental cost plus DKK 2.500 (or the equivalent in local currency). The deposit will be released at the end of your Rental Agreement if no other costs are charged. For more information regarding the deposit, please see section 19 “Must I pay a deposit before picking up the Vehicle?”

- **Other conditions and tariffs which may apply:**

**Late cancellation:** If you cancel your rental without providing 48 hours’ notice (48 hours prior to the start date and hour mentioned in your reservation confirmation email), the amount paid in advance shall be refunded after the deduction of a penalty of DKK 375 for late cancellation.

**No show:** If you have not cancelled your reservation and you fail to show at the Europcar Rental Office to collect your Vehicle (on the start date and hour mentioned in your reservation confirmation email), the amount paid in advance shall be refunded after the deduction of a penalty of DKK 750 for “no show”.

**Late return:** If you return the Vehicle later than the return date/ hour initially scheduled in your rental agreement, we will invoice you for these additional days applying the current rental rate plus a fixed fee of DKK 375 (VAT included). A grace period of 29 minutes after the return date and hour specified on your rental agreement will be applied for late returns.

**Information regarding prices and fees:** For more details regarding our pricing please see section 8 “What is included in the price you pay?” and section 9 “What are the other fees/charges that I may have to pay?”

- **Insurances included in your rental:**

Your rental includes the below mentioned insurances. In the event of any damage that may be covered by one of the insurances mentioned below, the renter is obliged to complete and hand in a damage report to Europcar as described below in section 14. If the renter does not hand in a sufficiently filled damage report Europcar may charge the renter for all costs regarding the damages without regard for the insurance.

- **Third Party Liability Insurance**

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 arising when you are using the Vehicle. Third Party Liability Insurance 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.

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

- **Collision Damage Waiver (CDW/CDI – Collision Damage Waiver/Insurance) :**

Our collision damage waiver product 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 clauses of the rental agreement, the applicable laws and our Local Rental terms and conditions then we will pay for the cost of damage to the Vehicle that exceeds the Excess amount, apart from the below mentioned exceptions. Payment of the excess applies to all damages that occur during the rental period, also damages where the renter has no knowledge of the damage and is blameless.

The Excess amount is determined by the category of the car and the type of protection product you have purchased.

You can reduce or eliminate the Excess amount by purchasing our medium/or premium collision damage protection products instead of the basic collision damage protection offering.

- The Collision Protection does not cover loss or theft or damage to objects or property (including Baggage or merchandise) that is deposited, retained, or transported in or on the Vehicle by you or a Passenger.

Furthermore, under the following circumstances the Collision Damage Protection will not cover any damages to the vehicle, and you will be financially liable for:

- o Damages caused by deliberate or gross reckless acts of the driver.
- o Damages due to the driver's negligence (which is a behavior that falls below the standards expected of a reasonably sensible person in similar circumstances e.g., collision with viaducts, bridges, overhangs etc. that are lower than the height of the vehicle).
- o Explosion(s) or fire in(onto) the vehicle caused by smoking in the vehicle or due to the fact that it's used 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 person or subject within a reasonable distance of the Vehicle)
- o Damages due to theft or partial theft of the vehicle or an act of vandalism whilst the vehicle is left parked, unlocked and without supervision.
- o Theft of vehicle or part of the vehicle because the keys are lost, stolen, or left in the vehicle.

In case of damages as mentioned above, aside from full payment for the repairment of the damages, without regard for the excess, you can be held accountable for Europcar's financial loss in the period the vehicle is unavailable for rental (compensation for loss of use) and for the Damage Management Fee connected with the handling of the case.

- **Theft Waiver (THW/THI – Theft Waiver/Insurance)**

Our theft protection waiver 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 while the Vehicle is left parked and unattended during your rental. If you have purchased this product then we will pay for the costs arising from theft, attempted theft, or acts of vandalism that are greater than the Excess amount, if you have complied with the Local Rental terms and conditions. The Excess amount is determined by the category of the car and the type of insurance purchased. You can reduce or eliminate the Excess amount by purchasing our medium/or premium theft protection products instead of the basic theft protection offering.

The Theft waiver will not protect you under the following circumstances:

- If the Vehicle is stolen or damaged because of your negligence or more specifically (but without limitation) because of the keys being left in the Vehicle whilst unattended or if it is turned over to an unauthorized person. If you fail to use the anti-theft system appropriately, 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.

## - Assistance plus Waiver

For the duration of the rental, you have the benefit of a 24/7 breakdown and assistance service regarding the vehicle you rented at no extra cost.

Breakdowns caused by you or because of using the wrong fuel or lack of fuel, breakage, or loss of the Vehicle's keys, as well as punctures and/or damage to tires, battery failure, are excluded from the scope of the free service and will be subject to a fixed charge.

Our Assistance Plus Waiver limits your financial exposure for these fixed charges in such circumstances. If you buy the Assistance Plus Waiver 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 at a daily cost exclude such fixed charges by purchasing our Roadside Assistance Waiver

Europcar offers you extended insurance products that limit the excess.

## - Extended Waiver products offered by Europcar:

### - Glass, lights, and tire Waiver (WWI – Wheels and Windscreen Insurance)

Our Glass, lights and tire Waiver product will apply to any damage that occurs to glass (excluding sunroofs or panoramic roofs), lights or tires in circumstances of normal use of the Vehicle during Your rental.

If, and only if, such damage occurs because of a collision the cost to repair or replace glass (including sunroofs or panoramic roofs), lights or tires will be covered by the Collision Damage Waiver

You are not protected under this product:

- against the financial liability for damage to the Vehicle if it arises because of willful acts or negligence that you commit whilst using the Vehicle and which causes damage; or
- for any damage to sunroofs or panoramic roofs; or
- for theft, fire or vandalism; or
- for the administration costs we may incur when handling any damage file.

### - Personal Accident Waiver/insurance (PAI)

Personal Accident Waiver provides a lump sum if you are disabled or die as a result of a collision (or an accident). On vans and trucks, the Personal Accident Waiver also covers goods up to DKK 25.000 in connection with road accidents if the goods have been properly packaged.

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
- any damage to or loss of your personal property or possessions; or
- any damage caused to the Vehicle

## • Price calculation of waiver products

The price calculation of the waiver products varies according to the category of the Vehicle, the duration of the rental and selected Europcar waiver options (Basic, Medium, Premium). For more details on Europcar waiver options, please contact Europcar Denmark or your local Europcar Rental Office.

## • Other Additional services:

Europcar offers you various additional services that are not included in the price of your rental:

List of additional services / products
Baby seat
Additional driver
Young Driver (< 26 years)
One way rental (The opportunity to collect and return the Vehicle in two different agencies)
Additional rental days
Waivers
Pick up and return out of hours
Change over fee
Model Choice (Selection Cars)
SAT NAV
Refuelling service
Winter Equipment
Other equipment kit (straps; blanket, etc.)
Vehicle specific cleaning service
Lost/stolen Keys
Wrong fuel
Puncture
Delivery / Replacement Vehicle

You will find all the information enabling you to understand the pricing applied for the additional services in the Europcar List of Prices and Fees that can be found on Europcar's website and accessed through the link in your confirmation email (if a rental reservation is made online). You can also retrieve the overview at Europcar's Rental Offices. [Click here to assess the list.](#)

- **Obligations in terms of maintenance, repair, and assistance in case of incident or accident**

**Vehicle maintenance** - During your rental, you must take all necessary safety precautions to keep the Vehicle in the same condition as it was when the tenure began.

You will be held liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.



# TERMS AND CONDITIONS OF RENTAL

You will find all the information enabling you to understand the pricing in the Europcar List of Pricing and Fees that can be found on Europcar’s website and accessed through the link in your confirmation email (if a rental reservation is made online). You can also retrieve the overview at Europcar’s Rental Offices. [Click here to assess the list.](#)

## Roadside Service:

For the duration of the Rental Period, you have the benefit of a 24/7 breakdown service, should the vehicle breakdown while in use. This service is offered at no extra cost.

The Assistance service includes, among other benefits:

- **Technical assistance for the rental Vehicle**

For more details on what is included and excluded by the assistance offered by Europcar, please refer to Appendix 1 "General Conditions of Assistance" at the end of these General Conditions of Rental.

**Accident** - In case of an accident or a new damage please report the incident by filling out an accident/incident report as soon as you are aware and within five (5) business days. The report form can be found at Europcar.dk. If necessary, contact the local police authorities.

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

The Terms and Conditions apply to the renter, who’s mentioned on the rental agreement, and to any other driver who’s mentioned on the rental agreement and thus allowed to drive the vehicle. If it appears from the rental agreement that the rental will be paid by another person/company, the Terms & Conditions will also apply to the payer.

This also means that the renter and payer will have joint and several liability regarding the rental agreement. The payer must compensate Europcar for every loss, Europcar will suffer in consequence of the renters use of the vehicle.

## 2) WHO MAY RENT AND WHO MAY DRIVE?

### a) Who may rent?

Any legal entity and physical person:

- who is legally capable of entering into an agreement with Europcar and is prepared to accept responsibility for the Vehicle throughout the Rental Period; and
- who has the means of payment that will be accepted by the relevant local Europcar company (see table below) to pay for the rent and any associated costs;

Payment methods accepted by Europcar		
	Payment methods accepted in Denmark	Payment methods not accepted
<b>Accepted payment methods</b>	<ul style="list-style-type: none"> <li>- Cash (according to the category of Vehicle rented). In accordance with the Money Laundering act, Europcar cannot accept cash as a valid method of payment when the amount exceeds DKK 10.000.</li> <li>- Debit cards bearing the word <b>“DEBIT”</b> - the balance of your account shall be debited after each transaction (immediately debited) – This card is only accepted at the time of making your reservation. At the pick-up of the Vehicle, you will be asked for the credit card on which Europcar can draw or refund a deposit. When using a Debit Card we only have the option to charge the deposit at the beginning</li> </ul>	<ul style="list-style-type: none"> <li>- Electron/ Ecard</li> <li>- Cards bearing the words <b>“DEBIT CARD”</b> issued by a non-acceptable network (e.g., local network)</li> <li>- Payment cards bearing the words <b>“PREPAYEE/PREPAID”</b> – bank cards which allow to store cash as defined by Article 2(2) of Directive 2009/110/EC (e.g., gift cards)</li> <li>- Payment by phone such as MobilePay</li> </ul>



	<p>of the rental and to refund the difference when the rental is finalized. In case you pay with Dankort, you will automatically grant Europcar with a pre-authorisation for post-registration, this means that Europcar has the right to reimburse the remaining deposit to your account.</p> <p>Europcar has no influence on a possible exchange rate loss or a transaction fee your bank may charge.</p> <ul style="list-style-type: none"> <li>- Credit cards bearing the word "<b>CREDIT</b>" - You will be debited for the amount in full or in part on a previously agreed date of a given calendar month, with or without interest (deferred debit)</li> <li>- Purchasing card (Airplus, Amex)</li> <li>- Charge cards - cards issued by Europcar for business customers (B2B), with whom Europcar has concluded a service agreement</li> <li>- rental vouchers</li> <li>- Maestro Card (Card refund not possible)</li> <li>-Cards (including credit cards) on phone and watch</li> </ul>	
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- who provides valid identification documents as indicated in the table below.

<b>Documents required by Europcar</b>
Identity Card or Passport
Driving licence in Latin characters valid in Denmark (European or international driving licence, and other foreign drivers licences together with an authorised translation in Danish, English or French.
Proof of actual place of residence (no PO boxes). (The proof of address is mainly requested for security measures - in case of theft of the Vehicle, bank refusal, traffic ticket, delay to return the Vehicle etc.).

Europcar has full discretion with regard to the decision to conclude a car rental contract with a customer or not. If the currency rental lasts longer than 6 months, Europcar reserves the right to terminate the rental without no further notice unless you can document your status as a resident abroad.



## b) Who may drive? (the “Driver”)

An authorized Driver of a Vehicle will be any physical person who complies with all of the following requirements:

- is expressly mentioned and fully identified in the Rental Agreement or has received an approval from Europcar when an additional driver is added.
- provides a valid driving licence and an identification document (national identity card or passport).
- has had a drivers license for at least 1 year.
- holds a valid driving licence for the category of Vehicle and the applicable law in the country of rental and/or the age of the driver.
- If necessary, has a Tachograph Card (Driver Card) for vehicles above 3500 kg.
- Has a Driver Qualification Card (EU-kvalifikationsbevis)

Vehicle categories	Both requirements must be fulfilled	
	Minimum age driver	Valid driving License for at least
Mini	20 years	1 year
Economy		
Compact		
Intermediate		
Standard		
Fullsize	23 years	1 year
Luxury	26 years	1 year
Selection		
Minibus	20 years	1 year
Van	20 years	1 year
Truck	23 years	1 year

## c) Who may not drive the Vehicle?

Persons not expressly mentioned / identified on the Rental Agreement and any person who cannot provide valid identification documents as indicated in the sections 2 a) and 2 b), are not authorized to drive the Vehicle.

If you allow an unauthorized person to drive the Vehicle, it is considered as a breach of the Terms and Conditions and you will be held accountable for any consequences that may arise as a result of this, including payment of Europcar’s expenses to the damage caused by you and/or an unauthorized person.

In such circumstances the unauthorized driver will not be covered by any insurance/ waiver or protection products offered through Europcar.

## d) Statement of Truth – Reckless driving

The renter, who him/herself must drive a car belonging to Europcar, signing this contract declares on his/her honor that the renter in question is not currently charged or prosecuted and have no criminal record in relation to:

- Involuntary manslaughter under aggravated circumstances (straffeloven §241, 2 pts.),

- Negligent and significant damage to someone's body or health under aggravated circumstances (straffeloven) §249, para. 2),
- Intentionally causing obvious danger to someone's life or mobility (straffelovens §252, para. 1),
- Driving under the influence with a blood alcohol level at 2,00 or above, or an alcohol concentration in the exhaled air of more than 1,00 mg per L air. (færdselslovens §117, para. 2 no. 1),
- Intentionally causing damage to others or their belongings, or intentionally causing obvious danger hereof and/or to have driven a motorized vehicle in a gross negligent and reckless way. (færdselsloven §126, para.1 no. 4),
- Driving at speeds of 200 km/h and above (færdselsloven §126, para.1 no.10),
- Exceeding speed limit of 100% or more, when driving more than 100km/h (færdselsloven §126, para. 1 no.11).

The renter further declares on his/her honor that the renter will not use the vehicle for the mentioned offenses or other offenses which may lead to confiscation of the vehicle, cf. section 133a of færdselsloven.

Renters who rent cars from Europcar for the purpose of letting others than the renter drive the car have a duty to ensure that persons driving the car make a similar statement. This applies, among others, although not exclusively, to drivers added to the lease, the renters' employees, and persons who, with Europcar's permission rent the car to third parties. In case you need to add an additional driver during the rental period, this can be done by filling [an online formular](#). In case you are in need of further information, please contact the Europcar Rental Office where you have rented the car.

Renters who rent cars from Europcar for the purpose of letting other persons than the renter drive the car also have a duty to make reasonable inquiries to find out whether the driver of the car may constitute a risk of using the car in violation of the above provisions, and to take all reasonable steps to secure their and Europcar's financial position should the car be confiscated.

The renter is obliged to compensate Europcar for any loss Europcar may suffer as a result of the car being confiscated as a result of the renter, or another person to whom the renter entrusted the car, is driving the car in violation of the above provisions.

### 3) WHERE MAY I DRIVE THE VEHICLE (CONTRACTUAL TERRITORY)?

Driving outside Danish territory is only allowed if a Cross Border Fee is accepted/included. The driver is allowed to drive the car in the following countries, by further agreement:

Austria, Andorra, Belgium, Denmark, Finland, France (apart from islands), Germany, Italy (apart from islands), Luxembourg, Monaco, Norway, Netherlands, Portugal (apart from islands), Spain (apart from islands), Sweden and Switzerland.

Please note that driving in minivan, vans and trucks in Finland, Portugal, 100 km north of Oslo (Norway), north of Stockholm (Sweden), south of Florence (Italy) and south of Madrid (Spain) is not allowed without prior written agreement with Europcar. Driving in the UK is not allowed. For more details regarding driving in Countries not included in the Danish Territory, please see the second paragraph of section 5 "*What are my obligations toward the Vehicle?*"

Should you have questions, please contact our Customer Service (Go to section 23-b below for further information).

If you drive outside the Danish territory without having made an arrangement and therefore without having paid the cross-border fee, the waiver/insurance and assistance service will no longer apply. Europcar can under no circumstances be held liable for any loss of opportunity, operating loss, or loss of profit.

Please be aware that you must comply with the traffic regulations (such as winter equipment in the winter season) and toll payment obligations of the Country in which you drive the Vehicle. You are liable for all charges due, and violations committed during the term of your rental. Employees and their employers are under joint and several liability to Europcar Mobility Group Denmark.

## 4) WHAT TYPE OF VEHICLE MAY BE RENTED AND FOR WHAT PURPOSE?

You can rent either a car, a minivan, a van or a truck, and you must drive the Vehicle in accordance with its intended use, which is listed below:

- the cars and minivans are intended for transportation of a varying number of people (depending on the authorisation appearing on the vehicle registration certificate) and,
- the vans and trucks may be used for the carriage of goods within the weight limit appearing on the vehicle registration certificate.

We inform you that Europcar does not cover the goods transported in our vehicles (however please see the section "Personal Accident Waiver/insurance" above). Furthermore Europcar cannot be held liable for any property and/or objects you may have forgotten in the Vehicle. Likewise, Europcar cannot be held liable for any loss of opportunity, operating loss, or loss of profits regarding the execution of the rent.

## 5) WHAT ARE MY OBLIGATIONS REGARDING THE VEHICLE?

When renting a Vehicle from Europcar, you and/or any Driver must comply with the following obligations:

- You and/or any Driver must return the Vehicle and its keys, accessories and documentation at the time of expiry to Europcar at the Rental Office where the car should be returned according to the Rental Agreement. (Europcar allows a 29 minute grace period at the end of the rental). the vehicle shall be returned in the same condition as when received from Europcar at the start of the rental period. If you do not return the Vehicle as stipulated here above, Europcar will take all necessary measures outlined in these Terms and Conditions, in particular those mentioned in section 11 (*What is the Vehicle return policy?*).
- You and/or the Driver must never drive the Vehicle outside the preconcerted geographical area. Should you and/or the Driver wish to drive the Vehicle outside the preconcerted geographical area, you and/or the Driver must obtain Europcar's prior written consent in response to a request sent by you. Should you wish to drive the Vehicle outside Danish territory, you must notify the Europcar agent accordingly. Together you shall ensure that the Vehicle has the proper equipment in accordance with local traffic regulations of the country in which you and / or the Driver will be driving.
- You and/or the Driver must drive the Vehicle in accordance with all applicable traffic regulations and you should ensure you and/or any Drivers are familiar with all relevant local traffic regulations.
- You and/or any Driver must ensure that any luggage or goods transported in the Vehicle are secured to the extent that it will not constitute a risk for the passengers, nor cause any damage to the Vehicle such as for instance damages to the interior or internal damages to the windscreen.
- You and / or any Driver must guard the Vehicle with the utmost care, and in all circumstances, you must make sure that the Vehicle is closed and protected by its anti-theft protection equipment when parked or left unattended.
- You and/or any Driver must never drive the Vehicle whilst under the influence of alcohol, psychedelic drugs, narcotics, barbiturates, other illegal drugs or any other substance (whether legal or illegal) that is capable of reducing either yours and/or any Driver's driving ability.
- You and/or any Driver must refill the Vehicle with the appropriate type of fuel. If unsuitable fuel have been added, unless you can demonstrate that the mistake is attributable to a third-party; you will be held accountable for any expenses incurred by the transfer of the Vehicle and/or the repair of the Damage caused to it calculated according to the rules described in the section 12 below (*Damage to the Vehicle*).
- You and/or any Driver must not use the Vehicle nor allow the Vehicle to be used:

- for renting to a third party, mortgaging, pawning, selling or as a warranty in part or in full. This also applies to, the Rental Agreement, the keys, the documentation, the equipment, the tools and/or any of the accessories of the Vehicle;
- for transportation of passengers at the expense of a third party (for instance for car sharing purposes or chauffeured cars), without Europcar's prior written consent.  
Should these obligations be violated, Europcar reserves the rights to charge a fee of DKK 375 per rental day.
- to carry a number of persons in excess of that mentioned on the Vehicle's Registration Certificate.
- for carrying inflammable and/or dangerous merchandise, toxic, harmful and/or radioactive products or goods that infringes the current legal provisions (provided that such an exclusion does not prohibit you from satisfying the needs of everyday life that does not infringe the applicable laws and where the transportation would correspond to a normal use of the rented Vehicle).
- for the transportation of merchandise with a weight, quantity and/or volume in excess of what the Vehicle is authorised for.
- for racing, off-roading, speed testing, ice driving courses or to take part in rallies, contests, or experiments, wherever they are located, official or not.
- for transporting living animals (with the exception of pets and/or domestic animals, provided that Europcar has given its expressly written authorisation).
- to give driving lessons or for accompanied-driving purposes.
- to push or tow another vehicle or a trailer (except where the Vehicle you are renting is already fitted with a tow bar when the maximum load complies with the applicable law);
- on gravel roads or roads on which the surface, size or state of repair poses a risk to the Vehicle, such as beaches, impassable roads, forest roads, mountains, etc. or any roads that are not authorized and paved roads, unless Europcar has provided you with a special written dispensation.
- to commit an intentional offence.
- to be transported on board any type of train, truck, or aeroplane, without Europcar's prior written consent.

Please note that Europcar remains liable for damage inflicted when the Vehicle boards or disembarks from any type of boat, ship, train, truck, or aeroplane as long as you remain inside the Vehicle. However, damage sustained during transportation of a stationary Vehicle remains under the liability of the customer, who must make claims towards the Haulage Contractor accordingly.

- Inside the no-traffic lanes of ports, airports, and/or aerodromes and/or corresponding or similar lanes not accessible to public traffic, or in refineries and oil companies' premises or installations without Europcar express written authorisation. If Europcar provides you with our consent in accordance with the abovementioned, Europcar will inform you of the third party insurance cover that may be applicable in this case and which will vary depending on the circumstances.
- During the rental, you must make all the necessary safety precautions to keep the Vehicle in the same condition as it was when it came into your possession. You and/or the Driver are required to perform customary inspections with regard to the condition of the Vehicle such as controlling oil and water levels, AdBlue or checking tire pressure.
- You and you alone are responsible for deregistering any solution or service to which you might have registered the Vehicle during the rental period. Europcar can under no circumstances be held liable in case you forget to deregister. For more information see section 9 *"What are the other fees / changes that I may have to pay?"*

Europcar will hold you liable for any detrimental consequence arising out of any infringement to the abovementioned obligations without regard for the potential excess. Please be aware that if you fail to fulfil the abovementioned obligations the Waivers/Insurances will no longer apply.

In case of an infringement of the abovementioned obligations, and our Terms and Conditions Europcar reserves the right to demand immediate return of the Vehicle and to put your name on a watch list which will prevent you from renting a vehicle from Europcar in the future.

## 6) WHAT ARE THE MOBILITY SERVICES INCLUDED IF I RENT A VEHICLE ONLY?

The basic rental charge includes the following mobility services:

Technical assistance to the Vehicle
Third party insurance cover / Collision Damage Waiver ('CDW')/ Collision Damage Insurance ('CDI')/ Theft Waiver ('THW ')
Included mileage selected during the booking

## 7) WHAT ARE THE MOBILITY SERVICES NOT INCLUDED IN MY RENTAL?

Europcar offers the following additional services/products:

Child seats and booster cushion
Additional driver
Young Driver (< 26 years)
One way rent (the opportunity to pick-up and return the Vehicle at two different Europcar Rental Offices)
Additional rental days
Insurances / other protection products
Pick up and return out of hours
Change over fee
Model Choice (Selection Cars)
SAT NAV
Refuelling service
Winter Equipment
Other equipment kit (straps; blanket, etc.)
Vehicle specific cleaning service
Delivery

## 8) WHAT IS INCLUDED IN THE PRICE YOU PAY?

The information you provide Europcar with at the time of your booking (such as the duration of the rental period or your age or any additional driver's age) will have an impact on the price you will have to pay. Any change to that information could therefore mean that the price also changes. The price of your rental will be the price in force at the time of reservation or at the time you make any subsequent changes to the booking.

The price you will have to pay comprises the following costs:

- The daily rental charge for the Vehicle for the agreed number of days (including the mobility services described in section 6 “*What are the mobility services if I rent a Vehicle only*” of the Terms and Conditions of Rental).
- Any charges applicable to additional mileage.
- Any other mobility service which you choose to add.
- VAT (at the current rate at the time of billing).
- Any additional fee linked to you personally (e.g. if you are a young driver, etc.).

By contracting with Europcar, you expressly allow Europcar to charge your means of payment for any unpaid amount related to your rental. In this regard, your express consent will be given at the Europcar rental office when you inform our agent of your means of payment before picking up the Vehicle.

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

### The Deposit

- In addition to the rental price (that you have prepaid during the booking or that you will pay at the pick-up time or at the check-in) Europcar is requiring you to provide Europcar with some security for any additional charges that may arise during your use of the Vehicle over the Rental Period. This security is in the form of a financial deposit which takes the form of a bank pre-authorization. If you have booked your Vehicle by website, mobile application or phone, you are made aware of the deposit in the confirmation email that you have received following your booking. In any case you will be reminded of the deposit amount at the Europcar Rental Office.
- The deposit amount is determined by various criteria (such as the category of Vehicle you are renting from Europcar, the Rental Period and any other mobility services that you may order at pick-up time). Other characteristics of your reservation may also have an effect on the deposit amount. Should you need any additional information regarding the deposit, please refer to the section below (section 19 “*Must I pay a deposit before picking up the Vehicle?*”).
- Europcar may also charge you for various charges and fees that Europcar will have to apply relating to incidents that may have occurred during the Rental Period and/or because of how you used the Vehicle. The prices (inclusive of VAT) of these charges and fees are listed in the Europcar’s List of Prices and Fees that can be found on Europcar’s website and accessed through the link in your confirmation email (if a rental reservation is made online). You can also retrieve the overview at Europcar’s Rental Offices. [Click here to assess the list.](#)

Such charges and fees include without limitation:

- Administration fees for handling fines and bridge- or road tolls etc. Please note that such administration fees are payable in addition to the fine or toll to which it relates, and You are fully liable to pay such fines or tolls
- Please note that if you choose to register the car to Pay by Plate or any other service or platform it is at your own expense and risk. As renter it is your own responsibility to cancel your Pay by Plate registration when the rental ends. Europcar cannot be held liable if you fail to cancel your registration. Expenses incurred as a result of other people’s use of the solution when you did not deregister cannot be refunded. Europcar reserves the rights to charge you with an administration fee for treatments relating to forgotten deregistering.
- *If the renter has rented a car with parrot plates or yellow plates from Europcar and visits a recycling centre in Denmark, by default, a fee will be charged, because business customers are obligated to pay for their use of the recycling centres. In case a recycling centre charges Europcar for such a fee, Europcar will pass on the charge to the renter. Furthermore, Europcar will charge the renter an administration fee for handling the charge. In case of a private rental, in some cases, it will be possible for the renter to be exempted from the charge of the recycling centre. It is the renter’s own responsibility to manage such an exemption. The renter can contact the staff at the recycling centre in order to be exempted from the payment, however, please be aware of local rules in force. If the renter receives an exemption after invoicing, Europcar will still be charging the fee, plus the administration fee, thus a refund will be a case between the renter and the recycling station exclusively.*
- Cleaning fees for a Vehicle returned in an unacceptable dirty state
- Charges for lost or stolen keys
- “**Damage**” to 3rd party and/or the Vehicle (any physical damage to the Vehicle or vandalism apart from glass breakage or puncture) and / or “**Theft of the Vehicle**” (theft of the Vehicle itself or of accessories)



and / or attempted theft of the Vehicle or any accessories). Your liability for this can be limited according to the type of Waiver/Insurance you have chosen.

- Damage management fees.
- Costs related to securing and towing of the Vehicle in the event of Damage.
- All the fuel used during the Rental Period and a potential refuelling service charge.
- Electric Vehicles are rented out with min. 80% power and should therefore be returned with min. 80% power, otherwise a Battery Charge according to the list of prices and fees will be charged. The list can be found on Europcar's website and accessed through the link in your confirmation email (if a rental reservation is made online). You can also retrieve the list at Europcar's Rental Offices. [Click here to assess the list](#). Europcar does not offer charging fobs etc.
- Plug-In hybrid cars are not rented out charged and should therefore not be returned charged
- A fee for lost or stolen charging cables will be charged. Please note that if damages such as e.g., a fire occurs due to the use of charging with a regular cable in an ordinary household socket it is the renter's own responsibility as it is not covered by the insurance attached to the rental.
- Additional mileage over and above the mileage that is included in the rental charge (if any) [not applicable for unlimited mileage rental].
- The following additional specific fees and charges (i) extra charges linked to rentals made in rental offices located in an airport; (ii) the cost to return the Vehicle to a Europcar Rental Office other than the one from which you picked it up; (iii) the extension of your rental)

## 10) WHAT SHOULD I PAY ATTENTION TO, WHEN PICKING UP THE VEHICLE?

As a renter you are obliged to inspect the car at pick-up. If you notice any apparent defect or damage that is not described on the vehicle's inspection form, then you should ensure a note is made on the inspection form and that both you and the Europcar agent signs the form regarding the change. This also applies for any apparent defects or damages to the booked accessories. If you collect the Vehicle after nightfall and it is not possible to inspect the car for damages or if it is not possible to get the signature of a Europcar agent when you collect the vehicle, you must inform Europcar about the damage no later than the following day at 10.00 AM. If Europcar is not informed within this deadline, the right to object will be annulled. We kindly ask you to take a picture of the damage at the time of pick-up/ before you leave Europcar's area.

## 11) WHAT PROCEDURES APPLIES WHEN RETURNING THE VEHICLE?

Europcar cannot be held liable for any property and/or objects you may have forgotten in the Vehicle, regardless of whether the Vehicle is returned outside or within opening hours.

### a) Return of the Vehicle during opening hours of Europcar's rental office

You should return the Vehicle to the Europcar rental office, no later than the date and time appearing from the Rental Agreement. You may return the Vehicle to another Europcar Rental Office at the cost indicated in the quotation sent to you.

Any unauthorised return of the Vehicle to another Europcar Rental Office ("One way") may cause you to be charged with additional fees. For more information as to the amounts billed, please see the List of Prices and Fees that can be found on Europcar's website and accessed through the link in your confirmation email (if a rental reservation is made online). You can also retrieve the overview at Europcar's Rental Office. [Click here to assess the list](#).

The Rental Period will end when you return the Vehicle to the Europcar rental office and hand the Vehicle keys to a Europcar agent or its representative.

Any return of the vehicle at a time earlier than the date and time mentioned on the rental agreement will not give rise to any reimbursement.

When you return the vehicle to Europcar we recommend you to inspect the Vehicle with Europcar's staff, the Europcar agent or its representative if they have the opportunity to do so. In the event of damage to the vehicle an accident report should be filled and handed in as described in section 14.



## **b) “Out-of-hours” return Service**

Europcar recommends returning the Vehicle during the opening hours of our Rental Office. However, to meet the specific needs of some of our clients, Europcar offers an additional “out-of-hours” service in certain rental offices. (Return outside of opening hours)

If you make use of this “out of hours” service, you accept that the Inspection Form can be drawn up by the Europcar agent or its representative without your presence and after you returned the keys.

In rental offices offering “out of hours” return services, the above-described procedure (see point 11)-a)) was adapted to enable these rental offices to offer this service in the best possible way.

In particular, you have to declare any incident and/or Damage that affects the conditions of the Vehicle in our online accident/incident report that can be found [here](#).

If you fill in the accident/incident report manually, it must be submitted to the Damage Department via e-mail ([skade@europcar.dk](mailto:skade@europcar.dk)) or given to the rental staff.

Please note that your Rental Agreement does not automatically end when you drop off the keys: the Vehicle will remain in the parking space where you parked it until the opening of The Europcar Rental Office the staff will then inspect the Vehicle and close your Rental Agreement. Therefore, Europcar reminds you that you must park the Vehicle in an area intended for that purpose and in a manner that the Vehicle does not pose a danger to others or hamper the traffic. You must also leave the Vehicle’s registration papers in the glove box.

## **c) Return of the Vehicle during opening hours of Europcar’s Rental Office with an inspection in your absence.**

If it is not possible to inspect the vehicle together with the Europcar agent or its representative, Europcar is authorised to inspect the vehicle independently without your presence.

The same Procedure as the one described above regarding “out-of-hours” return service will be applied (See section 11-b)). In case of damages identified in your absence please see section 12 b).

## **d) Late return of the Vehicle**

In the event that the Vehicle has not been returned on the date appearing from the Rental Agreement, and if a period of 24 hours elapses without Europcar being notified of the late return, Europcar shall consider the Vehicle as having been unlawfully appropriated and will be entitled to report this to the local police.

In such cases Europcar will be entitled to:

- charge you an additional day for each extra rental day at the rental tariff in effect, plus a fixed fee of DKK 375 net per extra day, unless you can prove that the Vehicle has been stolen in accordance with section 14, or that you are not to blame for the missing return of the Vehicle.
- claim from you all compensation for all Damage and losses suffered by Europcar, as well as well as fines, road tolls, penalties or sanctions owed with regard to the Vehicle as a result of demands issued by public authorities for the purpose of identifying the perpetrator or clarifying other circumstances relating to a breach or a criminal offence.
- start legal proceedings in order to claim the immediate return of the Vehicle.

Please note that, in case the return does not comply with the rental agreement, the insurance coverage and additional contractual services will no longer apply.

## **12) DAMAGE TO THE VEHICLE**

In case of differences between the state of the vehicle as described in the signed inspection form and the state identified upon return, the following applies:

## **a) Damage identified upon return of the Vehicle and in your presence**

If Damage is identified upon the return of the Vehicle when the inspection is made, in your presence, and if you acknowledge the damage and fill out an accident/incident report, you will be charged the agreed excess amount and a Damage Management Fee.

If you object to the Damage and, Europcar will apply the procedure described below concerning damages identified in your absence. (see section 12)-b).

## **b) Damage identified in your absence.**

If a Europcar Agent or its representative identifies a Damage during the inspection of the Vehicle without your presence, or if you object to the Damage or your duty to pay for it, Europcar will send you the following documents:

- statement of return of the Vehicle describing all Damage identified
- pictures of the Damage
- a link to the Incident/Accident Report that you will have to fill out.

## **c) Objection to damages**

You will be able to challenge Damage identified and the invoicing thereof within fourteen (14) days after the sending (by e-mail or regular letter) of the documents mentioned in section 12 b.

Furthermore, you will be able to challenge every damage and invoicing thereof as described in section 23 *“What happens in case of dispute related to my rental?”*.

If you fail to challenge or cannot justify the damage within the above-mentioned period of fourteen (14) days, Europcar reserves the right to invoice you the cost of the repairs identified.

## **d) Common rules**

Please note that you will be charged the excess according to the type of Waiver/Insurance attached to your rental agreement.

Please note that independent of the damage inflicted on the Vehicle and the type of Waiver/ Coverage you have agreed with Europcar you will be charged for the Damage Management Fee.

How we calculate the repair cost:

We use Forsi, which is a damage matrix used to calculate the estimated repair costs. Forsi is used by the Danish insurance companies and is therefore an official repair price for this type of car and damage repairing.

We will also charge you for deprivation days, but only in cases where the car is repaired at an external workshop.

It is always an assessment on the part of our workshop whether the damage is repaired immediately, in relation to whether it has an impact on the car's function.

Europcar can charge you with the full repair charges regardless of the agreed excess, in case you do not hand in the incident/damage report mentioned in section 14.

If the same damage occurs repeatedly with the same renter Europcar may charge the renter for the full costs of the damage regardless of the excess.

Furthermore, Europcar can charge you with the full repair charges regardless of the excess in cases where the Collision Damage Waiver does not cover, as described above.

In any case, you will be able to challenge any Damage and the invoicing thereof by acting pursuant to the provisions of section 23 *“What happens in case of dispute related to my rental?”*.

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

During your rental, you must take all necessary safety precautions to keep the Vehicle in the same condition as it was when it came into your possession/ as it was when the tenure began.

You should remain alert to any signal from the warning lights on the Vehicle's dashboard and take any necessary safety precautions including e.g. filling the car with oil, anti-freeze and AdBlue. You will be held fully liable for any damage to the Vehicle due to the dashboard warning lights being ignored. The same applies for damages to the clutch due to faulty or improper use. In the above-mentioned scenarios Europcar's claim will not be limited to the agreed excess, you will be charged the full costs.

Any modification to or mechanical interventions on the Vehicle are forbidden without Europcar's prior written consent. Should this rule be violated, you must bear the duly justified costs of restoring the Vehicle in the same state as it was when it came into your possession.

You will be held liable to Europcar for any damage to the vehicle, including but not limited to, accidents, fire, theft, or damage, caused by and/or as a consequence of retrofitted equipment, regardless of Europcar's prior written consent to install. Europcar cannot be held liable for the burden of proof in such cases.

You will be held liable towards Europcar for any detrimental consequence arising out of any infringement to the abovementioned maintenance obligations.

## **14) WHAT SHOULD I DO IN CASE OF ACCIDENTS, MECHANICAL BREAKDOWN OR THEFT OF THE VEHICLE?**

You shall inform the police and Europcar immediately after any accident, fire, theft, or damage caused by an animal or another incident. Claims by opposing parties may not be acknowledged. Even if it is a minor damage. The renter shall complete a written accident/incident report containing a sketch, the report shall be completed without delay. The accident report must contain the name(s) and address(es) of the person(s) involved, the city and street name of the scene of the accident, information about any witnesses and the registration numbers of the vehicles involved. If an accident/incident report is not handed over to Europcar, Europcar will have to charge- you for all expenses related to the case regardless of the agreed excess.

Europcar will also charge you for all expenses in the case if the information in the accident/incident report is insufficient and you neglect to answer additional questions from Europcar or the insurance company TRYG.

In case of theft of the vehicle, you shall immediately provide Europcar with the keys as well as a copy of the report of theft that you have handed in to the local police authorities.

[In order to fill out an Accident/Incident report please click here.](#)

## **15) WHEN WILL I RECEIVE MY INVOICE AND WHEN SHOULD I 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 installment payments depending on the situation.

- You can choose to prepay your rental (prepayment of your reservation made online, via our Reservation Center or at the Europcar Rental Office) which will include the daily rental charge of the Vehicle and accessories for the Rental Period and for any additional mobility services. Your means of payment will be debited the agreed amount. You will receive an invoice or a receipt for the prepayment. In addition, the prepaid amount will be mentioned on the final invoice and be deducted from the remaining total amount (still) to be paid.
- If you decide not to prepay your rental at the time of reservation, the amount of the deposit plus the rental charges for the Vehicle and any accessories, any additional services or drivers or waivers/insurances you decide to add to the rental, will be shown on the Rental Agreement that you will have to agree to and sign before picking up of the Vehicle. The final and overall cost of your rental will be charged and invoiced at the time of return of the Vehicle at the end of the Rental Period.

Any additional fees or charges will be charged when you return the Vehicle (if they can be calculated at that time).

If you have incurred extra costs such as fines or caused Damage to the Vehicle identified without your presence, Europcar will charge you these costs and the applicable administration fees (damage management fees, administrative fees regarding fines), when Europcar becomes aware of them.

In this respect, you will have a period of fourteen (14) days starting from the date of sending (by email or regular letter) of the notification of invoicing to challenge and justify why you think you are not accountable for the fees. In case of no objection or justification from you within the aforementioned period, you will be charged for the amount of the fees.

Your invoice will be sent to you electronically. If you refuse to receive your final invoice electronically, you can choose to receive it as a paper invoice.

In addition, if the due date of payment shown on the invoice has expired and if you are not a Consumer (as defined by the applicable law), you explicitly agree to the following:

- the immediate maturity of all outstanding invoices, and the cancellation of the current and/or future Rental Agreement(s), and
- that Europcar will have the right to claim immediate return of Vehicle.

## 16) WHICH CONDITIONS APPLIES IF I WANT TO CANCEL OR MODIFY MY BOOKING?

### a) Modifications

You can modify your booking, free of charge, provided you inform Europcar **at least 48 hours before** the rental is due to start.

- Please be aware that new rental prices may apply if you modify your reservation.
- You should always use the same communication channel that you used when you made your reservation of the Vehicle in the first place. Alternatively, you can call our Reservation Center on +45 89331133.

### b) Cancellation and no-show

- If you have prepaid your reservation online:
  - You can cancel your reservation free of charge provided that you have informed Europcar at least 48 hours before the rental is due to start. If you inform Europcar of the cancellation later than 48 hours before the rental is due to start, you will be charged with a fee of DKK 375.
  - If you did not cancel your reservation and fail to come to the Europcar Rental Office to pick-up the Vehicle, the prepaid amount will be refunded however a “no-show” will be deducted (Please refer to the List of Prices and Fees, that can be found on Europcar’s website and accessed through the link in your e-mail confirmation. You can also retrieve the list at Europcar’s Rental offices. [Click here to assess the list.](#))
- If you have not prepaid your booking online:
  - You can modify or cancel your booking free of charge until 48 hours before the rental is due to start. If you modify or cancel your booking at a later time, you will be charged with a fee of DKK 375.
  - If you did not cancel your booking and failed to collect the Vehicle at the time of pick-up, a no-show fee will be charged (Please refer to the List of Prices and Fees, that can be found on Europcar’s website and accessed through the link in your e-mail confirmation. You can also retrieve the list at Europcar’s Rental offices.) [Click here to assess the list.](#)

For the purpose of this section, cancellation of the booking or failure to pick up the Vehicle due to Force Majeure means that you are prevented or delayed by reason of war and other hostilities civil commotion, accident, lock-outs, trade disputes, embargoes or restraints of governments restrictions of imports or exports or any other cause or circumstance beyond your reasonable (direct or indirect) control.

## 17) WHICH CONDITIONS APPLIES IF I WANT TO EXTEND MY RENTAL AGREEMENT?

In case you want to extend the Rental Period shown on Your Rental Agreement you should take the following steps:

- Contact the Europcar rental office where you picked up the vehicle. You will find contact information on the Rental Agreement
- Pay the rent as well as any additional charges
- Sign a new Rental Agreement or an addendum to the initial Rental Agreement.

If you do not comply with the abovementioned conditions, the rules set forth in section 11 (“*What procedures applies when returning the Vehicle?*”) will apply.

## 18) WHAT IS THE FUEL POLICY?

As a rule, all vehicles are delivered with a full tank of fuel. Please note that Europcar may require you to provide proof of fuel purchase (receipt).

Electric Vehicles are rented out with min. 80% power and should therefore be returned with min. 80% power, or a Battery Charge according to the list of Prices and Fees will be charged. (The List of Prices and Fees can be found on Europcar’s website and accessed through the link in your e-mail confirmation. You can also retrieve the list at Europcar’s Rental offices. [Click here to assess the list.](#))

Plug-In hybrid cars are not charged when rented out and should therefore not be charged when returned.

If you have not returned the vehicle with a full tank of fuel, you will be charged with the cost of the missing fuel including a refueling charge. Please refer to the List of Prices and Fees, that can be found on Europcar’s website and accessed through the link in your e-mail confirmation. You can also retrieve the list at Europcar’s Rental Offices. [Click here to assess the list.](#))

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

When you pick up the vehicle, you have to pay a deposit. If you pay with a credit card, you allow for the reservation of the deposit. Be aware that Europcar does not accept credit cards on the mobile phone.

If you pay the deposit via debit card the deposit will be debited from your bank account.

You can also pay the deposit in cash for certain vehicle categories approved by Europcar.

If you have prepaid your reservation, you will have to use the same Credit Card for the payment of the deposit as you used for the prepayment.

The deposit is intended to cover additional rental costs.

The amount of the deposit is specified in the rental agreement and in the confirmation email sent to you at the time of your reservation.

Depending on the size of the potential additional rental costs, the deposit deducted the rental cost incl. additional costs will be refunded at the end of the rental. The deposit will be refunded via bank transfer or to your debit card.

## 20) CAN I PAY MY RENT IN MY OWN CURRENCY (DIFFERENT THAN THE CURRENCY OF THE COUNTRY OF RENTAL)?

Europcar Denmark is unable to provide this service, and you will have to pay or be charged for the rental in Danish currency: DKK.

## 21) WHAT IS EUROPCAR DOING TO PROTECT MY PERSONAL DATA?

Europcar may use any information you have provided us with, including the details of any named driver, to verify identity, collect payment, monitor fraud and deal with any other issues related to your rental before, during and after the Rental Period.

Our data protection policy is available here: Europcar [Privacy Policy](#).



# TERMS AND CONDITIONS OF RENTAL

Europcar collects and processes personal data in order to provide you with Vehicle rental services and for marketing purposes such as special promotions and loyalty programmes. You are informed of any personal data that is collected by Europcar whether in Europcar's Privacy Policy or via an asterisk online.

Europcar only stores your personal data for as long as it is necessary, in order to achieve the purposes described in the Europcar Privacy Policy, in accordance with applicable law.

The recipients of such data are Europcar Corporation Offices within Europcar Group, their offices and franchisees, business partners and authorities in the event of Traffic Offences. Some of the recipients of the collected data may be located in countries where legislation concerning personal data does not provide a sufficient level of protection of personal data equivalent to the standards of the Danish law and the guidelines of the Danish Data Protection Authority.

Transmission of your data to a country with an insufficient level of protection will only happen if you rent a vehicle in a country and a Europcar Group-franchisee outside the EU. The transmission is required in order to correctly fulfil your rental agreement, and it will be governed by suitable precautionary measures in compliance with standard contractual clauses enacted by the European Commission. The Precautionary measures also applies to transmission of personal data outside the European Economic Area according to the European Parliament and Council Directive 95/46/EF with later amendments.

Based on applicable law, you have a right to access, to have your data corrected and, in some instances, deleted any data concerning yourself. Furthermore, you can make use of the right to "be forgotten", the right to withdraw your consent (if our processing is based on your consent) and a right to data portability. You may assert this right by sending Europcar Mobility Group a letter to the following address: Europcar Mobility Group, att. DPO, 13 Ter Boulevard Berthier 75017 Paris, Frankrig, or by email to the following email address: [dpo@europcar.com](mailto:dpo@europcar.com).

By Clicking here, you will find a guide on how to file a complaint to the Danish Data Protection Authority: [Datatilsynet](#).

You are made aware that your personal data may be disclosed to the police authorities at their request in case of any traffic offences and/or any offence committed during your rental.

## 22) ARE THE VEHICLES EQUIPPED WITH A TRACKER?

To maintain and protect the Vehicle and to prevent and detect crime Europcar may use electronic devices to monitor the condition, performance, and operation of the Vehicle and/ or to track the Vehicle's movements. This information may be used both during and after the termination of the Rental Period. In order to get more information please check Europcar's Privacy Policy.

## 23) WHAT HAPPENS IN CASE OF DISPUTE RELATED TO MY RENTAL AGREEMENT?

### a) Applicable law

In case of dispute between you and Europcar regarding your Rental Agreement, the applicable law will be the law of the country of the pick-up. For instance, if you pick up the Vehicle in Denmark, the applicable law will be the Danish law. However, if you rent a Vehicle with pick up in Germany then your Rental Agreement will be subject to German law.

### b) Customer Service

Please contact the Customer Service of the Europcar country where you made your reservation. This country may be different from the one that is renting the vehicle to you or from the country of your place of residence. For reservations made via Europcar Denmark, you can contact the Customer Service at the following address and telephone:

Europcar Mobility Group Denmark A/S  
Jens Baggesens Vej 90N  
8200 Aarhus N.  
Telephone: +45 89 33 11 33  
Mail address: [customerservice@europcar.dk](mailto:customerservice@europcar.dk)

In case you made your booking through a third party broker, please contact their Customer Service department regarding any question or complaint.



## c) Notifications

All notifications to be served upon you and Europcar pursuant to your Rental Agreement shall be sent to the e-mail addresses or addresses indicated in the Rental Agreement. Any modification must be communicated to the other party.

## d) Mediation

In case of a dispute between yourself and Europcar Denmark in some cases you will have the possibility to file a complaint to The Danish Mediation Team for Consumer Complaints and The Danish Consumer Complaints Board.

## e) Alternative Dispute Resolution

**Cross Border Dispute.** If the country of rental and your country of residence are different you may file a claim before the *European Car Rental Conciliation Service (ECRCS)* (<http://www.ecrcs.eu>).

Europcar has subscribed to the scheme of ECRCS in order to enable its clients to solve their complaints concerning cross border Vehicle rentals within Europe. It should be underlined that this organisation can only help with disputes involving a 'cross-border' rental transaction occurring within the European Union. You must be a resident of the EU and the rental must have taken place in another EU country.

If your complaint concerns a non-cross-border rental, you should raise the matter with the Danish Competition and Consumer Authority. ECRCS will not be able to take in your complaint.

## f) Jurisdiction for rentals made on a professional basis.

If you rent a car being a businessperson, any dispute arising on the basis of your rental agreement shall be subject to the exclusive jurisdiction of the Danish court, at Europcars choice either at Aarhus Court House or the City Court of Copenhagen.

## g) Contractual documents

The binding documents between you and Europcar are, in order of priority, the following:

- the Rental Agreement, and if applicable its specific conditions (the document signed by you at the moment of the pick-up or the first day of rental)
- the present T&Cs including its appendixes which apply to all documents mentioned in this section.
- the confirmation email (where you have prebooked your rental online)
- the List of Prices and Fees

## 24) IS THERE A CODE OF CONDUCT APPLICABLE TO THE CAR RENTAL INDUSTRY?

Leaseurope has published a code of conduct for the car rental industry, to which Europcar Mobility Group has chosen to comply. You may download a copy of the code at [leaseurope.org](https://leaseurope.org).

## 25) CHANGES TO TERMS AND CONDITIONS

These Terms and Conditions were last updated on 01.11.2023.



## APPENDIX 1 –TERMS AND CONDITIONS OF THE ROADSIDE SERVICE

For the duration of the rental period agreed with Europcar, you have the benefit of our Roadside Service within Denmark, and at no extra cost. You can purchase the Roadside Service abroad against payment of an additional fee.

Europcar reserves the right to charge the renter for the costs in case the renter and/or the driver have prompted the use of this service for no reason or without having an agreement.

The Assistance service comprises, amongst other benefits:

- **Technical assistance for the rental Vehicle**
  - Sending out a breakdown vehicle.
  - Arranging and paying for the costs of towing a vehicle which has not been involved in an accident or has broken down and cannot be repaired on the spot.
  - Locating a replacement Vehicle within a radius of 50 Km, if the Vehicle cannot be repaired on the spot (N.B: the rental agreement will continue until last day of the rental as originally agreed),
  - Transportation of the beneficiaries to the Europcar Rental Office where the replacement Vehicles is to be made available.
- **Exclusions**
- **Exclusions concerning assistance for the rental Vehicle:**
  - Any incidents or damage resulting from taking part in sporting events, rallies or any type of competition
  - Vans and trucks rented in Denmark which have been taken abroad without Europcar's acceptance.

## APPENDIX 2 – PRICES AND FEES

Appendix 2 – Prices and Fees is regularly updated and can be accessed on [Europcar's website](#) and can be retrieved at Europcar's Rental Offices.