



LIFE IN MOTION



CAR AND VAN RENTAL

## GENERAL TERMS AND CONDITIONS OF RENTAL

### TERMS AND CONDITIONS

The rental of vehicles by Autovia S.r.l., a single-member company, with registered offices in Trento (TN), via del Brennero n. 140 - 38121, Tax Code 03200690372, VAT no. 01779501202, EAI no. TN - 221571, or its affiliates, hereinafter referred to as the "Lessor" is governed by:

- these "General Terms and Conditions of Rental", including the Privacy Policy and the Damage Policy;
- the "Contract" (also referred to as the "Rental Agreement") signed by the "Customer" when renting a vehicle;
- the Price List for "Services & Accessories" in force at the time of signing the "Contract" and available via the link:

<https://www.autovia.it/accessories-fees.pdf>

- the document "Damage Policy - Costs and Payments" in force at the time of signing the "Contract" and available via the link:

<https://www.autovia.it/damages-policy.pdf>

By signing the Contract, the Customer declares that they have read, and they accept the aforementioned documents, and specifically approves all the following articles.

### GENERAL TERMS AND CONDITIONS OF RENTAL

#### Art. 1 REQUIREMENTS FOR ELIGIBILITY FOR RENTAL, AND RESERVATION AND RENTAL PROCEDURES

1.1 Both the Customer, as holder of the Rental Contract, and each driver authorised to drive the vehicle identified in the Rental Agreement, must comply with the formalities for identification and qualification required by the Lessor by providing a valid identity document and a driver's license. Each driver of the vehicle undertakes to provide the correct information with regards to their personal details: age, address of residence or domicile, telephone number, email address, and must be in possession of all the legal requirements to drive.

1.2 Both the Customer and each authorised driver must be at least 19 years of age and in possession of a valid driving licence issued by an EU/EFTA country that allows the holder to drive the category of vehicle rented, that has been issued at least 12 months before the date of rental, and that must be presented in original. All customers who do not have a driving license issued by a European Community Country must present the driving license from their Country of residence accompanied by an International Driving Licence or translated by an Embassy or equivalent authority and legible in Latin characters.

1.3 For drivers from 19 to 25 years of age (yet to complete) and drivers who are over 75 years old, access to rental is possible with the application of a surcharge (Young/Senior Driver), the cost of which can be found in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf> and only for certain categories of vehicles indicated by the Lessor in accordance with the age brackets and terms of current Law.

1.4 A credit card (Visa, MasterCard, American Express) bearing the Customer's name and surname on the front, and that is not due to expire before the date of termination of the rental contract, is required in order to rent the vehicle. Prepaid cards of any kind are not accepted as a form of guarantee: Debit Card, Revolving credit cards, Postepay, Visa Electron, V Pay, Pagobancomat, Viabuy, PayPal, cards with the "Electron" logo or the words "Electron Use Only", cards belonging to the "Cirrus/Maestro" circuit or virtual cards. The credit card is required as a form of guarantee for the rental and all relative obligations; the security deposit can only be provided by credit card, which is to be physically presented. Virtual cards will not be accepted. The card must have sufficient available credit to cover any extra charges or deposits required as guarantee for the rental. The credit card must, in any case, be in the name of the person in whose name the reservation has been made and who will sign the rental contract.

1.5 Payment of the Rental, if not prepaid, and of any accessories/services requested by the Customer, may be made by any of the main Credit Cards, Debit Cards, Bancomat, or by other payment methods agreed upon in writing in advance with the Lessor. The balance of the fee must be paid upon collection of the vehicle and upon stipulation of the Contract.

The fee includes all airport and railway duties, where applicable.

1.6 In the event of unavailability of the specific category/segment of vehicle reserved, the Lessor reserves the right to have the reserved vehicle substituted with another vehicle of the same or higher category/segment; in the event of further unavailability, the reserved vehicle will be substituted with a vehicle of a lower segment/category but with a consequent recalculation of charges. In the event of full unavailability of vehicles due to causes not attributable to the Lessor, or in the event that the Customer refuses to accept any alternative category offered, the Lessor will only be obliged to refund the amount previously paid by the Customer for the rental/reservation of the vehicle. The method of reimbursement will be agreed with the customer, with the exclusion of cash.

1.7 Any changes requested by the Customer regarding reservations are subject to availability and must be agreed upon in advance with the Lessor. Requests for extensions requiring the availability of the same vehicle for periods longer than 30 days will not be accepted. The duration of each individual contract may not exceed 30 days.

1.8 Autovia undertakes to honour reservations from the moment the customer presents themselves at the counter on the day and at the time confirmed, with a maximum tolerance of one hour later than the time indicated in the reservation, or within two hours of the

originally scheduled time of arrival of the Customer's flight, less the delay, in the case of rentals from airport terminals and when the flight number has been indicated in the reservation. In the event that the Customer presents themselves at the counter beyond the period of tolerance provided for, the Lessor will no longer be obliged to consign the vehicle reserved, and the client will lose the right to refunds (as indicated in point 1.10).

1.9 In the event that the vehicle is collected outside of office hours, which are published for all rental points on the website [www.autovia.it](http://www.autovia.it), but within one hour after closure of the relative office, the "Fuori orario – After hours" service will be applied, the cost of which can be found in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>. It is understood that the "After hours" service will be guaranteed for the first hour after the official closing time, on express prior communication by the Customer to the relative pick-up Office, the contacts for which will be available from the reservation confirmation or on the website [www.autovia.it](http://www.autovia.it). Similarly, the "After hours" service may be applied for returns outside office hours at rental stations that do not provide the Key box service. The service will not be guaranteed beyond one hour after closing time but can be arranged with the office responsible for consignment of the vehicle to the customer, on express prior communication.

1.10 The Customer has the right to receive a refund of the amount paid for online reservations made via the websites [www.autovia.it](http://www.autovia.it), [www.ecoviarent.com](http://www.ecoviarent.com), [www.furgovia.it](http://www.furgovia.it) exclusively in the event that the reservation is cancelled earlier than 24 hours before the time set for collection of the vehicle. In the event that the reservation is cancelled later, the Customer will have the right to a voucher that can be redeemed for a subsequent reservation, save for proof of objective and absolute impossibility to collect the vehicle that is not attributable to the Customer. The value of the voucher will be equal to the prepaid amount minus 15% and shall be redeemable by 31.12 of the year of issue. In any case, requests for cancellation must be made formally via email to the address [reservations@autovia.it](mailto:reservations@autovia.it). No refunds will be made for non-collection within the period of tolerance (see point 1.8) and in any case in the event that the Customer does not meet the necessary requirements/have the necessary documentation for the stipulation of the Contract (valid driving licence, credit card in the Customer's name).

1.11 On signing the Contract, the Customer undertakes to present their physical credit card, on which the Lessor will pre-authorise a sum as security deposit.

1.12 The purchase of accessories and services is left to the discretion and will of the Customer, except in cases where it becomes mandatory due to the nature of the request (i.e. Cross Border, Young driver, etc.). The prices of extra accessories and services offered can be consulted in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>.

1.13 The Customer, by signing the Contract, authorises the Lessor to charge the credit card presented for the deposit with amounts for:

- rental fees and any "extras" (excess mileage, additional days, etc.);
- damage found upon return;

costs and payments; as governed by the relative Sections "Damage Policy - Costs and Payments, available via the link:

<https://www.autovia.it/damages-policy.pdf> and "Accessory Fees", available via the link: <https://www.autovia.it/accessories-fees.pdf>.

The Lessor has the right to ask the Customer for an additional pre-authorisation in the event of particular circumstances, such as: change of vehicle due to accidents/damages involving the initial vehicle, vehicle theft. The Rental Company accordingly undertakes to return the sum in full after having ascertained that the vehicle is in good condition and that the driver's obligations have been correctly fulfilled, or to deduct from said sum any amounts that the Customer may owe to the Lessor. Collection of the rental vehicle from any Italian airport (within the terminal) will result in an "Airport Charges" surcharge, which is mandatory for all commercial activities within the airport area.

## **Art. 2 OBLIGATIONS AND RIGHTS OF THE LESSOR**

2.1 The Lessor is obliged to consign the Vehicle in a condition suitable for the agreed use and therefore after having verified its functionality, the presence of safety equipment (reflective jacket, hazard triangle, spare tyre or inflating kit, etc.), the presence of a copy of the vehicle registration certificate and a valid copy of a third-party liability insurance certificate. By signing the Contract, the Customer acknowledges that the vehicle is suitable for Rental.

2.2 In the event of mechanical failure, the Lessor undertakes to guarantee a replacement for the vehicle within the following 24 hours, which may only take place at an Autovia branch within national territory. The replacement of the vehicle with another of the same category/segment will not result in any changes to the original contractual conditions, except in the event that the customer requests additional services, such as a vehicle from a higher category/segment or the inclusion of additional accessories. Should replacement from the same category/segment not be guaranteed, in cases, for example, of unavailability of vehicles, the customer will be compensated for the lower value related to the inferior segment vehicle.

2.3 The refund of any costs or expenses incurred by the Customer during the rental period due to malfunctions or breakdowns, promptly communicated to the Lessor and not caused by the Customer, when said costs or expenses have been authorised in writing, will only be possible on presentation of an invoice made out to the Lessor. In the event that an emergency situation or immediate danger does not render it possible to wait for authorisation or instructions from the Lessor via the Autovia 24-hour support service, and renders repairs "urgent", article 1577, paragraph 2 of the Italian Civil Code is applicable, with the onus on the Customer to demonstrate the contextual nature of the communication and the urgency of the repairs. In the latter cases, the Customer bears responsibility for any defects in repairs that they have had carried out and for any harm to the Company or to third parties.

2.4 In the event of breakdown or damage attributable to imprudence, negligence or inexperience on the part of the Customer in the performance of the contractual relationship, the Lessor shall be entitled to immediately terminate the relationship on the grounds of failure to comply with the obligations of care and correct use of the vehicle.

2.5 The Lessor will never be held liable for items found inside the vehicle once it has been returned.

2.6 The Lessor reserves the right not to immediately repair or replace the vehicle if any damage caused by the Customer or in any case occurring during the rental period does not affect its functionality or circulation in accordance with current regulations.

2.7 The Lessor reserves the right to void previously purchased packages for the elimination and/or reduction of liability regarding damage and/or theft in the event of proven malicious intent or gross negligence on the part of the Customer during rental.

### **Art. 3 OBLIGATIONS, RESPONSIBILITIES AND RIGHTS OF THE CUSTOMER**

3.1 On taking delivery of the vehicle at the moment of check-out, the Customer becomes the custodian of the same, undertaking to use it with the utmost care and diligence and in compliance with the destination and characteristics indicated in the vehicle registration certificate and within the limits provided for by law. The Customer also undertakes:

- a) to verify the conditions of use and maintenance of the vehicle at the moment of consignment of the same;
- b) to verify the presence on board the vehicle of safety equipment and registration and insurance documents;
- c) not to sub-lease or rent out the vehicle;
- d) not to allow the vehicle to be driven by unauthorised persons who are not named in the contract;
- e) not to smoke inside the vehicle;
- f) not to transport animals without specific written authorisation from the Lessor and in any case in specific compliance with Article 169 of the Highway Code;
- g) not to transport goods and/or property in the vehicle if the vehicle is not specifically intended for said use;
- h) to drive the vehicle in full compliance with all legal regulations governing travel by road;
- i) to return the vehicle to the Lessor with a full tank of fuel, i.e., with the same amount of fuel indicated at the moment that the rental relationship commenced;
- j) during the rental period, to carry out routine maintenance of the vehicle with due diligence by carrying out periodic checks of the engine coolant, engine lubrication fluid, tyre pressure and wear, and the brake and lighting systems;
- k) to settle any contravention and/or breach of the Highway Code attributed to the Customer during the rental period and to notify the Lessor on return of the vehicle;
- l) not to drive the vehicle outside the national territory unless expressly authorised in writing by the Lessor.

If the Lessor grants permission to travel to one of the following foreign countries: GERMANY, FRANCE, SPAIN, SWITZERLAND, AUSTRIA, CROATIA, SLOVENIA, BELGIUM, LUXEMBOURG, NETHERLANDS, LIECHTENSTEIN (the rental vehicle cannot be driven in any country not listed above), the Customer agrees to accept an additional "Cross Border" service charge determined in the rental agreement and indicated in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>.

It is the Customer's responsibility to ensure that the rented vehicle is compliant with the regulations in force in the country of destination (e.g. mandatory winter tyres in winter). If the Customer does not communicate their intention to drive the vehicle to one of the countries indicated in the preceding paragraph and travels to said country without authorisation, the Lessor will apply a penalty charge to the Customer, the cost of which is governed by "Accessory Fees" (link: <https://www.autovia.it/accessories-fees.pdf>) and shall be obliged to pay compensation for any resulting direct and/or indirect damage;

- m) not to transport goods and/or persons and/or things in the vehicle subject of the rental agreement for payment and/or remuneration;
- n) not to lease the rented vehicle to third parties;
- o) not to push or tow other cars or objects with the rented vehicle;
- p) not to drive the rented vehicle under the influence of drugs, narcotics, alcohol or intoxicants or other substances capable of impairing the ability to understand and react;
- q) not to use the rented vehicle for racing, competitions or speed trials and in any case for a purpose contrary to the law and the rules governing travel by road in the country in which it is driven;
- r) not to carry out any repair work on the rented vehicle without the written consent of the Lessor, save for cases of objective impossibility to obtain said consent due to a situation of emergency or immediate danger as per article 2.3 above;
- s) in the event of malfunctions or breakdowns, the Customer undertakes to contact the Roadside Assistance Service, exclusively via the contact details indicated in the Contract. Costs related to the tow truck service (towing/roadside assistance) shall be covered by the Lessor, unless the malfunction or breakdown is attributable to the customer's conduct (please refer to "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>) save for when the Road Assistance service has been included in the contract;
- t) the Customer is obliged to supervise the broken-down vehicle until the arrival of the Roadside Assistance Service indicated in the contract. In the event of contingent requirements and objective documented emergencies that do not allow the Customer to wait for the arrival of the Roadside Assistance Service, the Customer must promptly inform the Autovia branch by email, providing all the relevant information and ensuring that the vehicle has been secured. In the absence of the aforementioned communication, in the event that the vehicle is left unattended, the Customer shall be liable for any subsequent damage to the vehicle and will also be liable for any other charges incurred by the Lessor, even in the event that the Customer is not responsible for the breakdown.

3.2 The Customer shall be liable for fines and/or any other charges resulting from violation of the Highway Code or other provisions of law or regulations, tolls, parking fees and in general sums related to the use of the vehicle during the rental period.

3.3 The violation of any obligation posed by the Italian Highway Code, understood here also as a primary contractual obligation of the Customer, which leads to the involvement of the Company will, pursuant to article 196 of the Italian Highway Code, result in the communication to the Authority that ascertained the details of the subject who, on the date, at the time and in the place in which the reported

offence took place was in possession of the vehicle pursuant to the rental contract. In the exclusive case in which the consultancy and support service, or one of the packages that include the aforementioned service, has been agreed on, the Company will inform the Customer of the notification and will assist the Customer in ascertaining the veracity of the accusations, providing documentation, including photo-graphic evidence, regarding the offence to the Customer, and provide all other support related to the notification of the offence and any possible appeal. The cost of the consultancy and support service, defined in the Notification Management/Assistance table, can be viewed on the Autovia website in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>.

3.4 The Customer is responsible for any damage (either partial or total, including that caused by fire) or theft incurred by the vehicle in virtue of and within the limits of the duty of supervision. The costs payable by the Customer are set out by specific type in the "Damage Policy - Costs and payments" table available via the link: <https://www.autovia.it/damages-policy.pdf> save for the existence and concrete application of specific Autovia protection plans purchased by the Customer in addition to the rental service.

3.5 Irrespective of the purchase of Autovia protection plans, with Autovia, the Customer always has the following included in the Rental service:

- Third-Party Liability. Each vehicle has Third-Party Liability coverage in accordance with laws in force, which guarantees third-party liability coverage for persons, property (excluding cargo) and animals. Persons riding in the Lessor's vehicle are considered as third parties.
- CDW (Collision damage waiver): the maximum liability of the Customer for any damage detected at the end of the rental period exclusively regarding the bodywork. Damage to mechanical components, the vehicle interior, tyres, windows or underbody are not covered by limited liability and are therefore payable in full.

- TLW (Theft loss waiver): covers the possible theft of the vehicle during the rental period. Any penalty charges for theft are likewise calculated on the basis of a fixed amount (also called Theft Liability) that varies according to the category of vehicle rented.

The values of the maximum liability for damage or theft, i.e. for CDW and TLW, are indicated in the "Financial Liability" table on the Autovia website via the link: <https://www.autovia.it/financial-liability.pdf> and vary according to the category of vehicle rented. These sums never include the following costs:

- Administration of damage/no-liability and joint-liability claims.
- Administration of theft claims in addition to fuel costs.

3.6 Protection and/or Liability Reduction Packages (also referred to as "Excesses") for damage and/or theft are available to the Customer at all our rental locations.

3.7 The customer will in any case be held liable for damage caused to the vehicle due to improper use, resulting from wear and tear disproportionate to the kilometres travelled during the rental period or any other use in violation of laws or regulations (including, in particular, traffic regulations), as well as in violation of contractual obligations and of behaviour in good faith and fairness.

3.8 The Customer's liability for any damages resulting from a breach of the obligations set forth in these Terms and Conditions and in the specific Rental Agreement, including the related burden of proof, shall be governed by applicable law. The Customer's liability may be reduced or excluded if they subscribe to specific protection plans, within the limits expressly provided for in such plans.

3.9 In the event of an accident/damage caused entirely or partially by the Customer, a charge will be applied for the administration of the claim for the amount shown in the annex "Damage Policy - Costs and payments" - <https://www.autovia.it/damages-policy.pdf>.

3.10 In the event of an accident suffered by or caused to the rented vehicle, even if the rented vehicle is not damaged, it is the duty of the Customer to protect the interests of the Lessor and its insurance company undertaking, among other things, to:

- immediately inform the police authorities if investigation of third parties is required or if anyone has been injured;
- not leave the vehicle unattended and without adequate safeguards;
- provide the names and addresses of the parties and the registration numbers of the vehicles involved in the accident, as well as the personal details of any witnesses;
- complete, together with the other party, the Agreed Accident Declaration Form (C.A.I.), which can be found in the vehicle, and consign it to the nearest Autovia branch within 24 hours of the event or consign it on return of the Vehicle if this is within 24 hours of the event. The Agreed Accident Declaration Form must be duly and fully completed in such a manner as to ensure that the dynamics of the event are clear and unambiguous. In the event that no accident has occurred, in order to enable the Lessor to protect itself against fraud or unfounded claims, the Customer must, in any case, when returning the Vehicle, explicitly (and in writing) declare not to have suffered or caused any event;
- failure by the Customer to comply with the obligation set forth in the preceding paragraph will invalidate any protection or limitation of liability included in the rental agreement;
- if requested, even once the vehicle has been returned, the Customer remains obliged to cooperate with the Lessor in the handling of information regarding investigations/legal claims arising from the claim/accident.

3.11 In all cases of theft or fire, either total or partial, or vandalism, the Customer is obliged to immediately file an official report with the relative authorities, delivering a copy of the report within 24 hours of the incident, together with the keys to the vehicle, to the nearest agency of the Lessor and to cooperate actively with the latter in the handling of legal proceedings. A charge will also be applied for the breach of the duty of supervision, as specified in 3.4, the amount of which is set out in the "Damage Policy - Costs and Payments" price list - <https://www.autovia.it/damages-policy.pdf> and specified in the contract.

#### **Art. 4 PICKING UP AND RETURNING THE VEHICLE**

4.1 The contractual relationship commences on the day and hour of pick-up of the vehicle by the Customer and ends on the day and hour of its return to the Lessor.



4.2 The Customer declares that, prior to taking custody of the rented vehicle, they, together with Autovia personnel, have inspected the rented vehicle, acknowledging that it is suitable for the agreed purpose, and complete with safety equipment and registration and insurance documents, and that they have taken note of any existing damage to the rented vehicle at the time of "Exit/check-out". Before using the vehicle, the Customer undertakes to use the "Inconsistent Damage" form to report any anomalies, damages and defects found on the vehicle that are not indicated in the "Existing Damage" form or indicated with a level of gravity that differs from what has been detected. Any damages and/or anomalies that the Lessor discovers upon return of the vehicle, excluding those noted on the contract at the time of pick-up of the same, shall be indicated in the "Return/Check-in" box and charged to the Customer, who will be obliged to pay the costs according to the amount determined at a flat rate via the Damage Table <https://www.autovia.it/damages-table.pdf> or in accordance with an inspection report (where necessary).

4.3 If Autovia requests the return of the vehicle before the expiry of the contract for any arising technical reasons related to a recall and safety campaign by the car manufacturer, the driver is obliged to return the vehicle to the office from where the vehicle was picked up, or to the nearest Autovia office, no later than 48 hours from the moment of request via telephone as well as email. Once the vehicle has been returned a substitute vehicle of at least the same category will be assigned to the customer.

4.4 With regards to the standard return of the vehicle, it is hereby specified that this must take place on the day and at the time indicated in the Rental Contract, at an Autovia office and in the parking area reserved for this purpose. In the event of breach of the obligation to return the vehicle to the agreed branch, the Lessor reserves the right to apply an additional compensation charge relative to the distance travelled by road to transport the car from the unauthorised point to which the vehicle was returned to the established return site, as indicated in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>. In the event that the car is parked in a paid car park, any parking costs will also be added to the charges.

4.5 On returning the vehicle, the Customer has the right to request the signature of an Autovia employee in the "Return/Check-in Box" in which the actual state of the car and the fuel level are shown, as well as the exact date and time of return. In the absence of the aforementioned signature and/or in cases in which return takes place outside the opening hours of the rental office, the determinations noted and documented by Autovia shall be considered valid and tacitly accepted by the Customer. If the return takes place "After hours", Autovia shall, in the event of any damage to the vehicle not previously recorded on consignment to the Customer, inform the Customer by email, including photos and, in the event of significant damage, the relative technical report with an estimate and assessment of the damage. If the Customer does not respond within the period specified in the email, the Lessor will retain an amount from the deposit on the credit card issued as guarantee at the time of rental equal to the value of the damage, the costs of vehicle down time, and in general all the costs indicated in the "Terms and Conditions" relative to the case in hand. Should the amount of the deposit authorised on pick-up of the vehicle be insufficient to cover the aforementioned costs, Autovia is authorised to request the difference from the Customer.

4.6 The vehicle must be returned to the rental station indicated on the contract, on the date and at the time specified in the reservation, with a tolerance of 59 minutes over the specified time, but always on the day agreed on in the contract. In all cases in which the vehicle is returned to a location other than the pick-up location, where indicated in the reservation and agreed upon on stipulation of the Contract, the Customer will only be obliged to pay the "One-way fee" indicated in "Accessory Fees" via the link:

<https://www.autovia.it/accessories-fees.pdf>.

4.7 If the Customer wishes to change the terms of vehicle return (place, date, time, etc.), they must contact the relative office to check availability and any costs due for the modifications requested.

4.8 Charges will be incurred if the vehicle is returned:

- without the keys to said vehicle due to loss or for any other reason, or if the keys are returned damaged and/or tampered with, unless it is proved that the damage resulted from causes not attributable to the Customer as provided for in art. 1588 of the Italian Civil Code.
- with the loss and/or deterioration of the vehicle's number plate, registration documents or related vehicle equipment.

The aforementioned charges are specified in the "Damage Policy - Costs and payments" price list available on the Autovia website via the following link: <https://www.autovia.it/damages-policy.pdf>.

4.9 The vehicle must be returned with the same level of fuel as was in the car on pick-up. The Customer shall otherwise be required to pay for the fuel lacking, price being same as the average cost of the previous month as listed on the web site Prezzi mensili dei carburanti e combustibili - Statistiche energetiche e minerarie - Ministero dell'ambiente e della sicurezza energetica (mase.gov.it), with eventual adjustments to the costs of the nearby refuelling stations from the drop off office, as well as an additional refuelling service charge, the costs of which are indicated in "Accessory Fees" via the link: <https://www.autovia.it/accessories-fees.pdf>.

4.10 The Customer undertakes to return the vehicle clean inside and out. The Customer will otherwise be obliged to pay all costs incurred by the Lessor in relation to the cleaning and sanitisation of the motor vehicle, the costs of which are specified in the "Services & Accessories" price list <https://www.autovia.it/accessories-fees.pdf>

4.11 The Customer is liable to all intents and purposes for facts, actions and omissions attributable to the driver(s) mentioned in the Contract.

## Art. 5 MISCELLANEOUS

5.1 The Rental Agreement shall be governed by Italian Law, and in the event of any conflict in interpretation between the Italian version and any translation of these Terms and Conditions for information purposes, the Italian version shall prevail.

5.2 The Lessor, insofar as it is concerned, authorises the Customer to use the Vehicle for the purposes of the Contract in all the countries referred to in Section 3.1.

5.3 No alterations may be made to the Contract except in writing and with the consent of a representative of the Lessor granted with appropriate power of attorney.

5.4 In the event of late payment, to be understood as payment made by the Customer at any time after notification of the sums due, the Lessor shall be entitled to interest for late payment at the rate specified in Italian Legislative Decree 231/02.

5.5 For all aspects not expressly governed by the Contract, the provisions of the law shall apply.

5.6 Any changes, amendments or updates to the Contractual General Terms and Conditions, the Rental Contract, the Accessory Fees, Financial Liability, the policy or the Damage Fees will always be published in a suitable and legally compliant manner.

5.7 The Customer and any user of the vehicle are informed that, for security reasons, some vehicles may be tracked by GPS devices in order to protect the Lessor from the risk of theft or fraud. The aforementioned devices can record, for example:

- the location of the vehicle on a relative map that can be used in the event of theft, robbery or misappropriation;
- speed and acceleration data in the case of accident detection;
- travel statistics.

The databases in which this information is stored belong to specialised external companies, which have been appointed for this purpose and have been appointed as Data Processors and Data Protection Officers by the Lessor. The latter reserves the right to communicate said data to the Judicial Authorities, Insurance Companies, Law Firms and Companies specialised in the prevention and management of theft or claims and to use or have their contents used for any action necessary for its own protection.

5.8 In the event of the impossibility to contact the Customer, breach of contract, insolvency or unjustified delay in returning the vehicle, the Lessor reserves the right to file a complaint for misappropriation with the competent authorities and to regain material possession of the vehicle in accordance with the proper legal regulations, even against the Customer's will, and to charge the Customer for all relative costs.

#### **Art. 6 JURISDICTION**

The Court of Trento shall have exclusive jurisdiction for all disputes related to the validity, interpretation, execution or termination of the Contract. In the event that the contract is entered into by a consumer, the place of jurisdiction is the place of residence or domicile of said consumer, notwithstanding the first sentence of this article.

#### **Art. 7 PRIVACY REGULATION**

Processing of the Customer's data will take place in full respect of Italian Legislative Decree 196 of 30 June 2003 (Personal Data Protection Code) as amended, and by Regulation (EU) 2016/679 (GDPR) of the European Parliament and of the Council of 27 April 2016 (which can also be consulted on the website [www.autovia.it](http://www.autovia.it)) exclusively for commercial purposes, to provide rental services and to protect the parties to the rental Contract.

## Art. 8 FINANCIAL LIABILITY

With Autovia, the Customer always has the following included in the Rental service:

- TPL (third-party liability)
- CDW (collision damage waiver, i.e. the maximum amount chargeable for damage exclusively to bodywork)
- TLW (theft loss waiver, i.e. the maximum amount chargeable in the event of theft)

The maximum responsibility limits for damage or theft, i.e., for CDW and TLW, vary according to the type of vehicle rented.

CDW	TLW	Category/Segment	
€ 1390,00	€ 1500,00	A-M-R-B-C-T	Car
€ 2000,00	€ 3000,00	N-D-L-E-O-F-I-G-S-V	Car
€ 3000,00	€ 5000,00	H-J-Y	Car
€ 2000,00	€ 3000,00	Q-R-Z-S_TR	Van
€ 2500,00	€ 3000,00	PZ-ZP-FL	Van

## Art. 9 CAR PROTECTION PLANS

	ALL INCLUSIVE	FREEDOM PLUS	LIMITED NEW/PCS	BASE (CDW-TLW)
Damage to bodywork	Included	Included	Included	CDW
Tyre and window damage	Included	Included	Excluded	Excluded
Mechanical damage and damage to the interiors	Included	Included	Excluded	Excluded
Total or partial theft	Included	Included	Included <i>(*except in areas of risk)</i>	TLW
Total or partial theft in areas of risk <i>(Apulia, Campania, Sicily)*</i>	Included	Included	Liability reduced to 50% of the penalty due	Excluded
Premium roadside assistance	Included	Included	Excluded	Excluded
Damage to the undercarriage	Included	Excluded	Excluded	Excluded
Damage caused by weather events (e.g. hail/floods) / acts of vandalism and fire	Included	Excluded	Excluded	Excluded
Costs for vehicle down time	Included	Included	Included	Excluded
Admin costs for Damage / no-liability or joint-liability claims	Included	Excluded for no-liability or joint-liability claims only	Excluded	Excluded
Administration service for theft claims	Included	Included	Included <i>(*except for theft in areas of risk)</i>	Excluded
Notification administration service	Included	Included	Excluded	Excluded
Second driver	Included	Excluded	Excluded	Excluded
Young / Senior Driver	Included	Included	Excluded	Excluded
Travel abroad	Included	Excluded	Excluded	Excluded

All the protection plans can be purchased for any category of vehicle, with the exception of commercial vans.

(\*) ATTENTION: In the event of theft in the regions of Campania, Apulia or Sicily in the absence of relative protection plans, the maximum liability limits set by TWL will be increased by 30%.

### 9.1 CAR ADDITIONAL SERVICES

ROAD ASSISTANCE	PREMIUM ROAD ASSISTANCE	WHEEL, TYRE AND WINDOW PACKAGE
Tow-truck service	Tow-truck service + REIMBURSEMENT up to a maximum of € 120.00 for taxi expenses in order to reach the nearest Autovia office	Protection for damage to wheels, tyres and windows

## Art. 10 VAN PROTECTION PLANS

All protection plans are available for purchase for any category of van.

PLEASE NOTE: The customer will, in any case, be charged in full for all damage to the vehicle caused voluntarily by the customer, i.e. due to or as a consequence of traffic regulation violations, carelessness, driving on roads in poor condition, errors in judgement while driving, and in any case of incorrect behaviour while driving the vehicle, for example damage caused by errors in assessing clearances or obstructions; damage caused to the clutch; damage caused by failure to use the correct fuel; damage caused by failure to pay attention to a warning light. In addition, damage caused by atmospheric events (e.g. hail/fire/flood) and damage caused by vandalism shall always be charged in full to the customer, unless the latter has signed up for specific Autovia protection plans in addition to the rental service.

(\*) ATTENTION: In the event of theft in the regions of Campania, Apulia or Sicily in the absence of relative protection plans, the maximum liability limits set by TLW will be increased by 30%.

	LIMITED PCS	BASE (CDW-TLW)
Damage to bodywork	Included (with the exception of the roof)	Excluded
Damage to wheels, tyres and windows	Excluded	Excluded
Mechanical damage and damage to the interiors	Excluded	Excluded
Total or partial theft	Included	Excluded
Theft in areas of risk (Apulia, Campania, Sicily)	Liability reduced to 50% of the penalty due*	Excluded
Premium roadside assistance	Excluded	Excluded
Damage to the undercarriage	Excluded	Excluded
Damage caused by weather events (e.g. hail/flooding) Acts of vandalism and Fire	Excluded	Excluded
Costs for vehicle down time	Included	Excluded
Admin costs for Damage / no-liability or joint-liability claims	Excluded	Excluded
Costs for theft handling procedures	Included (except for theft in areas of risk)	Excluded

### 10.1 VAN ADDITIONAL SERVICES

ROAD ASSISTANCE	PREMIUM ROAD ASSISTANCE	WHEEL, TYRE AND WINDOW PACKAGE	FREIGHT PACKAGE
Tow-truck service	Tow-truck service + REIMBURSEMENT up to a maximum of € 120.00 for taxi expenses in order to reach the nearest Autovia office	Protection for damage to wheels, tyres and windows	(*) Excluding responsibility for accidental damage caused to the truck load bay (bed and side protection)

(\*) The Customer will, in any case, be held responsible for damage caused by negligence or carelessness while using the vehicle.

## Art. 11 SECURITY DEPOSITS AND GUARANTEES

A credit card (Visa, MasterCard, American Express) bearing the Customer's name and surname on the front is required in order to rent the vehicle. The security deposit can only be provided with a physical, not virtual, financial credit card (virtual credit cards do not provide the deposit function as they are contactless and automatically charge any sum directly).

The card must have sufficient available credit to cover the insurance excesses related to the vehicle, and any extra charges or deposits required as guarantee for the rental. The credit card must, in any case, be in the name of the person in whose name the reservation has been made and who will sign the rental contract. Prepaid cards of any kind whatsoever, Debit Cards, Revolving credit cards, Postepay, Visa Electron, V Pay, Pagobancomat, Viabuy, PayPal, cards with the "Electron" logo or the words "Electron Use Only", cards belonging to the "Cirrus/Maestro" circuit or virtual cards cannot be accepted as guarantee. A deposit on a credit card is a sum of money that will be blocked as a form of guarantee and is required to verify the validity of the credit card presented. The sum of the deposit varies according to the category of vehicle rented and the type of coverage included in the Contract.

Details are shown in the table below:

Deposit with no coverage (CDW-TLW)	Limited New/ PSC	Freedom/ All Inclusive	Category/Segment	
500	250	100	A-M-R-B-C-T	Car
700	250	100	N-D-L-E-O-F-I-G-S-V	Car
H 1500 J-Y 2500	700	250	H-J-Y	Car
1000	500	Not applicable	Q-R-Z-S_TR	Van
1000	500	Not applicable	PZ-ZP-FL	Van



Autovia therefore undertakes to return the sum of money in full after having ascertained that the vehicle is in good condition and that all the obligations of the driver have been fulfilled. Once our systems have released the sum of money withheld as guarantee, the Customer may request confirmation via email by writing to the branch to which the vehicle was consigned. Our operators will send a receipt of the release operation. However, the deposit released may not be immediately available due to inter-bank processes beyond the control of Autovia.

#### **Art. 12 DAMAGE POLICY - COSTS and PAYMENTS**

By signing the contract, the Customer authorises the Lessor to charge the credit card provided with the amounts related to any damage noted on the vehicle upon its return and the administrative costs associated with said damage. For procedures related to easily identifiable damage, the lump-sum quantification criteria shall be applied through the use of a practical DAMAGE TABLE.

The amounts shown in the table take into account repair costs determined on the basis of manufacturers' price lists and apply indiscriminately to all vehicles of the same segment or category (\*). Rates are calculated and regularly updated by nationally registered experts according to the average cost of repair of the most frequent forms of minor damage.

For the sake of completeness, tables summarising any administrative expenses and other accessory charges applied as penalties in the event of loss/damage of vehicle parts (e.g. loss of number plates) or accessory services in the event of breakdown (roadside assistance and tow truck costs) are also attached to this document.

The purchase of Protection Plans <https://www.autovia.it/protection-plans.pdf> reduces or cancels the Customer's liability in the event of damage to the vehicle under the specific conditions provided for.

Below are the criteria for identifying and charging for damages and how any relative disputes are handled.

- **VEHICLE INSPECTION**

During the check-out process (consignment of the vehicle to the Customer), all the damage on the vehicle will be listed on the Damage Check Sheet attached to the contract.

We invite our Customers to examine this sheet carefully to ensure that it is correct, and to report any discrepancies to our operators, who will update the Damage Check Sheet and will ask the Customer to sign this sheet again before taking possession of the vehicle.

When a vehicle is returned (check-in) an inspection will be carried out together with the Customer, indicating any new damage not attributable to normal wear and tear on the relative Check-in Form.

In all cases in which the inspection is carried out exclusively by the branch operator, any anomalies/damage detected will be communicated to the Customer via email, with the relative documentation attached.

- **LATENT DAMAGE**

In the event of latent damage, i.e., damage that cannot be detected by an initial check by the branch operator during check-in, concerning non-visible parts of the vehicle (e.g. mechanical parts such as the engine, clutch, fuel tank, etc.), the Customer will be informed at a later stage and will be provided with all documentation to substantiate the findings before the corresponding costs are charged.

- **VEHICLE DOWN TIME**

In the event that the vehicle requires repairs or replacements, or in the event that the keys have been lost and need to be replicated, Autovia reserves the right to send the Customer an invoice including the item "Days of Vehicle Down Time", i.e., the period of days that the vehicle is not rented due to the time required for repairs and the acquisition of spare parts.

- **IDENTIFYING AND CHARGING FOR DAMAGES**

Damage will be quantified on the basis of the rates shown in the Damage Table. In the event that the sum cannot be clearly determined from the relative tables, Autovia will request an estimate from an inspector enrolled in the national register or from a specialised workshop. The estimate will be communicated to the Customer via email, together with the debiting of the damages and relative charges.

- **DISPUTES**

The Customer has seven working days from receipt of our notification of debit to dispute the amount claimed for damages.

If the Customer does not dispute the notification within seven working days from receipt of the communication, Autovia will proceed to collect the sum requested. Our charge notices include all the documentation to certify the presence of the new damage found and not present on the Damage Check Sheet agreed on and signed by the Customer on check-out.

Any latent damage or mechanical damage discovered after the return of the vehicle by the Customer shall be reported immediately on detection by email with attached documentation.

Any disputes and/or requests for refunds can be sent to our Customer Care service by email to [customer-care@autovia.it](mailto:customer-care@autovia.it).



PENALI per SMARRIMENTO-DANNEGGIAMENTO PENALTY for LOSS-DAMAGE	PREZZO (IVA inclusa)	PRICE (VAT included)
TARGA / NUMBER PLATE	Da € 295,00 + 15 gg di fermo tecnico	From € 295.00 + 15 days vehicle down time
COPIA DOC. AUTO / COPIES OF CAR DOCUMENTATION	€ 5,00	€ 5.00
ADATTATORE GPL / LPG ADAPTOR	€ 25,00	€ 25.00
PORTA CHIAVI / KEY TAG	€ 10,00	€ 10.00
NAVIGATORE / SCHEDA NAV / GPS / NAVIGATOR/NAVIGATOR SIM/GPS	€ 200,00 GPS / € 400,00 SIM CAR	€ 200.00 GPS / € 400.00 SIM
PORTA SCI A VENTOSA / VACUUM CUP SKI RACK	€ 150,00	€ 150.00
RIALZO BIMBO / CHILD BOOSTER SEAT	€ 100,00	€ 100.00
SEGGIOLINO BIMBO / BABY SEAT	€ 150,00	€ 150.00
TRANSITO ESTERO AUTO / CROSS-BORDER FEE - CARS	€ 500,00 (per mancata comunicazione)	€ 500.00 (for failure to provide prior notice)
TRANSITO ESTERO FURGONI / CROSS-BORDER FEE - VANS	€ 500,00 (per mancata comunicazione)	€ 500.00 (for failure to provide prior notice)

COSTI SERVIZIO ASSISTENZA STRADALE ROADSIDE ASSISTANCE SERVICE COSTS	PREZZO (IVA inclusa)	PRICE (VAT included)
SERVIZIO CARRO ATTREZZI / TOW-TRUCK SERVICE	Da € 250,00	From € 250.00