



AUTOVIA SRL a socio unico

Sede legale:

via del Brennero, 140 - 38121 Trento (TN) ITALY

Numero unico: +39 02 84065

info@autovia.it

PEC: autoviapec@legalmail.it

P.IVA: 01779501202

Iscr. R.E.A.: TN - 221571

C.F. e Reg. Imp. 03200690372



N° IT324755 / Settore IAF: 29, 32, 35

GENERAL RENTAL TERMS AND CONDITIONS

The rental of vehicles supplied by Autovia S.r.l. (hereinafter the "Lessor") is governed by:

- the Rental Agreement signed by the Customer;
- these General Rental Terms and Conditions;
- the Security Deposits and Guarantees document;
- the Financial Liability (CDW/TLW) document;
- the Protection Plans document;
- the Price List – Services and Accessories;
- the Damage Policy – Costs and Compensation;
- the Italian Consumer Code, where applicable, and the Italian Civil Code.

By signing the Rental Agreement, the Customer acknowledges and accepts all the above documents and the applicable legislation.

Art. 1 – Rental Requirements

The Customer and any authorised driver must present:

- a valid identity document;
- a valid driving licence.

All documents must be presented in their original form when collecting the vehicle.

The following are not accepted:

- digital documents;
- copies or photographs of documents.

The Customer and any authorised driver shall also provide the Lessor with accurate personal information, including, by way of example:

- full name;
- date and place of birth;
- tax identification number;
- residential address;
- telephone number;
- e-mail address.

The minimum rental age is 19 years, with a driving licence held for at least 12 months.

For drivers:

- aged 19 years or over but under 25 years;
- aged 75 years or over,

a Young/Senior Driver surcharge shall apply in accordance with the Price List – Services and Accessories, and restrictions may apply to certain vehicle categories, in accordance with the applicable regulations.

Before making a reservation, the Customer is responsible for ensuring that they are legally entitled to drive the selected vehicle.

Failure to meet the above requirements may result in refusal to deliver the vehicle or, where available, the allocation of a different vehicle category.

Art. 2 – Foreign Driving Licences

Drivers holding a driving licence issued by a country outside the European Union (EU) or the European Economic Area (EEA) must present:

- a valid national driving licence;
- an International Driving Permit (IDP) or an official translation of the driving licence, where required by applicable law.

Any bilateral agreements between States apply exclusively to the conversion of driving licences for persons acquiring residence in Italy and do not affect the right of tourists to drive in Italy.

The Customer is solely responsible for ensuring that their driving licence is valid for driving in Italy.

Failure to hold a driving licence valid for use in Italy may result in refusal to deliver the vehicle.

Art. 3 – Reservation, Vehicle Availability and Cancellations

The rental may be booked:

- through the official Autovia websites;
- through intermediaries or booking platforms;
- at Autovia Rental Stations.

Reservations apply to a vehicle category and not to a specific vehicle model.

If the reserved vehicle category is unavailable at the time of collection for reasons not attributable to the Customer, the Lessor may provide a vehicle of a higher category at no additional cost.

If no vehicle is available for reasons not attributable to the Lessor, the Customer shall be entitled solely to reimbursement of any amount paid for the reservation, without any further liability on the part of the Lessor.

3.1 Cancellations

For reservations made through the official Autovia websites, the Customer shall be entitled to a refund only if the cancellation is notified at least 24 hours before the scheduled vehicle collection time.

Where the cancellation is made within the 24 hours preceding the scheduled collection time, no refund shall be due. At the Lessor's sole discretion, a voucher may be issued for use against a future reservation, less an amount equal to 15% of the reservation value as administrative costs.

The voucher must be used by 31 December of the year of issue.

Cancellation and refund requests must be sent by e-mail to reservations@autovia.it.

For reservations made through travel agencies, brokers or online booking platforms, the cancellation and refund policies of the relevant intermediary shall apply. Cancellation and refund requests must be submitted directly to the intermediary.

3.2 Failure to Collect the Vehicle (No-Show)

Failure to collect the vehicle within the grace period provided for in Article 3.3 shall result in forfeiture of the reservation.

3.3 Vehicle Collection Grace Period

The Lessor guarantees the availability of the reserved vehicle provided that the Customer arrives at the Rental Station within 120 minutes of the collection time specified in the reservation and, in any event, during the Rental Station's opening hours.

For rentals from airport locations, where a flight number has been provided at the time of booking, vehicle availability shall be guaranteed for up to 120 minutes from the flight's originally scheduled arrival time, irrespective of any flight delay and, in any event, no later than the Rental Station's closing time.

This grace period shall not apply where, despite providing the flight number, the Customer has selected a vehicle collection time earlier than the scheduled arrival time of the declared flight.

Upon expiry of the above period, the reservation may be deemed forfeited (No-Show).

3.4 Out-of-Hours Service

Vehicle collection or return outside the Rental Station's published opening hours may be permitted only with the Lessor's prior authorisation and shall be subject to the additional charge specified in the Price List – Services and Accessories.

Art. 4 – Credit Cards and Security

To collect the vehicle, the Customer must present a physical credit card issued in their own name and linked to a genuine credit facility (deferred payment credit line), to be used exclusively as security for the rental.

For the purposes of these Terms and Conditions, a credit facility means a payment card that allows deferred charging of amounts pre-authorised as security for the rental.

Credit cards issued under the principal international card schemes (Visa, Mastercard and American Express) are generally accepted.

The following are not accepted as security:

- debit cards;
- prepaid cards;
- virtual cards;
- Electron or Maestro cards;
- digital payment methods.

The Lessor reserves the right to refuse any card where, for security, anti-fraud or verification purposes, it is not possible to verify with reasonable certainty:

1. the existence of a genuine credit facility (deferred payment line);
2. that the card is issued in the Customer's name;
3. compatibility with the banking and pre-authorisation systems used by the Lessor.

Accordingly, the Lessor may also refuse cards issued by financial institutions, digital banks or fintech operators where, based on the information available at the time of vehicle collection, it is not reasonably possible to verify compliance with the requirements set out in

paragraphs 1, 2 and 3 above.

The name shown on the credit card must correspond to the name appearing on the Customer's identity document and driving licence. The Lessor reserves the right to refuse cards displaying initials, abbreviated names or names that do not correspond to the documents presented, unless ownership of the card can be established with certainty.

Other payment methods may be accepted for payment of the rental charges and optional services, subject to the policies of the Rental Station and the payment systems available.

Art. 5 – Security Deposit

Upon execution of the Rental Agreement, the Lessor shall place a pre-authorisation on the Customer's credit card as a Security Deposit. The Security Deposit serves as security for any amounts due from the Customer, including:

- rental charges;
- optional services;
- contractual penalties, damage or missing items;
- administrative fines, where applicable;
- Administrative Handling Service charges, where applicable.

The Security Deposit shall be released in accordance with the terms and processing times of the card issuer. However, where the relevant conditions are met, the Lessor shall remain entitled to charge any amounts due under the Rental Agreement even after the Security Deposit has been released.

The Lessor may require an additional pre-authorisation where particular circumstances arise during the rental, including replacement of the vehicle following an accident or damage to the original vehicle, or theft of the vehicle.

Art. 6 – Authorisation to Charge the Credit Card

By signing the Rental Agreement, the Customer expressly authorises the Lessor to charge the credit card provided for all amounts due in connection with the rental.

Such authorisation includes, by way of example but not limitation:

- rental charges and authorised extensions;
- excess mileage;
- missing fuel;
- tolls and parking charges;
- administrative fines, where applicable;
- Administrative Handling Service charges, where applicable;
- contractual penalties, damage or missing items identified on the vehicle;
- Loss of Use;
- vehicle recovery costs;
- repair or replacement costs.

The Customer acknowledges that such charges may be processed after the vehicle has been returned where the relevant costs cannot reasonably be determined at the time of return.

Any dispute relating to charges must first be submitted directly to the Lessor before initiating any chargeback procedure with the payment service provider.

The Customer acknowledges that any charges applied by the Lessor in accordance with the Rental Agreement, the Price List – Services and Accessories and the Damage Policy – Costs and Compensation constitute the performance of contractual obligations.

Art. 7 – Vehicle Collection

By signing the Rental Agreement and collecting the vehicle, the Customer acknowledges having inspected the vehicle and accepting it in the condition indicated in the Vehicle Condition Report (Check-Out Form).

Any damage, defects or irregularities not reported before the vehicle is put into circulation shall be deemed not to have existed at the time of delivery.

Any damage identified upon return of the vehicle and not recorded in the Vehicle Condition Report shall be attributed to the rental period.

Art. 8 – Vehicle Custody and Use

From the time of delivery, the Customer assumes custody of the vehicle pursuant to Article 1588 of the Italian Civil Code and shall be responsible for its safekeeping and use in compliance with all applicable laws, including the Italian Highway Code.

The Customer undertakes to use the vehicle with due care and diligence, in accordance with the principle of prudent conduct, and to comply with the Italian Highway Code and any orders issued by the competent Authorities.

The following are expressly prohibited:

- driving the vehicle off-road, on roads or in areas where access is prohibited for the rented vehicle category, on unpaved roads or on

- roads where prevailing conditions (including, by way of example, flooding) make driving inadvisable;
- driving the vehicle in breach of orders issued by the competent Authorities, particularly where this may endanger the driver or third parties;
- allowing the vehicle to be driven or otherwise used by unauthorised drivers;
- subletting or assigning the vehicle;
- driving under the influence of alcohol, narcotic substances or where the driver's physical or mental condition is impaired;
- driving the vehicle when damage, faults or warning lights indicate that continued use may be unsafe, unless expressly authorised by the Lessor and only for the time strictly necessary to move the vehicle to a safe place;

smoking inside the vehicle;

- carrying passengers for reward or transporting goods, except where goods are transported using a commercial vehicle and in compliance with the relevant transport documentation. The transport of dangerous goods is always prohibited;
- participating in competitions of any kind;
- towing vehicles or objects that have not been authorised;
- carrying out repairs without the Lessor's prior authorisation, except in emergency situations as provided for in these General Rental Terms and Conditions;
- abandoning the vehicle without appropriate safeguards in the event of a breakdown, accident or other incident, except in cases of force majeure.

Animals may be transported only in accordance with the applicable legislation.

The Customer shall not carry out repairs without the Lessor's prior authorisation or privately agree with third parties to settle damage to the vehicle.

The Customer shall fully compensate any damage arising from or in connection with any breach of the above prohibitions. In such cases, any limitation of liability, including excess reductions, Protection Plans or Roadside Assistance services, shall not apply.

8.1 International Travel and Customer Obligations

Driving the vehicle abroad is permitted only with the Lessor's prior written authorisation.

Where the Lessor authorises travel to one of the following countries: Germany, France (including the Principality of Monaco), Spain, Switzerland, Austria, Croatia, Slovenia, Belgium, Luxembourg, the Netherlands and Liechtenstein, the Customer shall purchase the Cross Border Service, subject to the applicable additional charge.

Driving the rented vehicle in any country not expressly listed above is prohibited.

Before entering an authorised foreign country, the Customer is solely responsible for verifying any obligations, restrictions or mandatory equipment required under local legislation, including, by way of example, winter tyres, motorway vignettes, safety equipment, tolls, environmental permits or traffic restrictions.

Art. 9 – Traffic Fines, Tolls and Road Charges

The Customer shall be responsible for all violations of the Italian Highway Code committed during the rental period.

Pursuant to Article 196 of the Italian Highway Code, the Lessor shall provide the competent Authorities with the Customer's details as the user of the vehicle for the purpose of reissuing notices of traffic violations and administrative penalties to the offender.

The Lessor's notification obligations shall be deemed fulfilled upon communication of the information provided by the Customer and recorded in the Rental Agreement.

9.1 Contractual Penalties for Traffic Violations and Unpaid Tolls

Where the Lessor receives notification of traffic fines, unpaid tolls, unauthorised access to restricted traffic zones (ZTL), unpaid parking charges or other road traffic violations committed during the rental period, the Customer shall pay a contractual penalty of €8.00 for each individual violation.

Art. 10 – Accidents, Theft and Fire

In the event of an accident, the Customer shall:

- inform the competent Authorities;
- where possible, complete the CAI Form (Amicable Accident Report), namely the standard form used in the event of a road traffic accident to record the relevant information, completed and signed by the drivers involved. The CAI Form is located inside the rented vehicle; however, a CAI Form provided by the other party may also be used;
- promptly inform the Lessor by contacting the Rental Station where the vehicle was collected, the telephone number of which is indicated in the Rental Agreement;
- not abandon the vehicle until the recovery vehicle has arrived for any necessary towing.

In all cases of total or partial theft, fire or vandalism, the Customer shall immediately report the incident to the competent Authorities and deliver a copy of the relevant report, together with the vehicle keys, to the nearest Autovia Rental Station within 24 hours of the

event, and shall actively cooperate with the Lessor in the management of any related legal proceedings.

The theft, fire or vandalism report and the documentation relating to any accident shall also be promptly sent by e-mail to the Rental Station, the address of which is indicated in the Rental Agreement, and to the Claims Department at sinistri@autovia.it, before the original documents are delivered to the Rental Station.

Failure to comply with these obligations may result in the loss of the limitations of liability provided for under the Rental Agreement and any Protection Plans.

Art. 11 – Roadside Assistance

In the event of a breakdown, accident or any situation requiring assistance, the Customer shall contact exclusively the Roadside Assistance service indicated in the Rental Agreement.

Roadside Assistance is provided at no additional cost exclusively in the event of a mechanical breakdown not attributable to the Customer or not resulting from an expressly prohibited use of the vehicle.

In all other cases, the service shall be chargeable unless the Customer has purchased a specific cover or a Protection Plan including such service.

The Customer shall remain at the place of the intervention and be present when the recovery vehicle arrives.

11.1 Replacement Vehicle (Change Over)

A replacement vehicle is provided and included in the rental charge, except where the breakdown is caused by wilful misconduct or by an expressly prohibited use of the vehicle by the Customer pursuant to Article 9, third paragraph.

To collect the replacement vehicle, the Customer shall go to the nearest Autovia Rental Station.

11.2 Roadside Assistance Always Chargeable to the Customer

The cost of the Roadside Assistance service shall remain payable by the Customer, even where a Protection Plan or cover including such service has been purchased, where the intervention becomes necessary due to circumstances attributable to the Customer arising from wilful misconduct or from an expressly prohibited use of the vehicle pursuant to Article 9, third paragraph, as well as in the following cases:

- unjustified absence of the Customer from the agreed location when the recovery vehicle arrives;
- impossibility of accessing or recovering the vehicle for reasons attributable to the Customer.

The Customer shall remain entitled, upon request, to receive appropriate documentation relating to the intervention carried out and the corresponding charges applied.

Art. 12 – Breakdown Expenses, Vehicle Repairs and Reimbursement Conditions

Reimbursement of costs and expenses incurred by the Customer during the rental period as a result of breakdowns or mechanical failures not attributable to the Customer and promptly notified to the Lessor shall be made only where such expenses have been previously authorised in writing by the Lessor and are properly supported by an invoice made out to the Lessor.

Reimbursable expenses, where authorised, also include interventions necessary to restore the levels of vehicle fluids, including, by way of example, engine oil, coolant (radiator fluid) or other fluids essential for the proper operation of the vehicle.

Where an emergency or dangerous situation does not allow the Customer to wait for the Lessor's authorisation or to use Autovia's 24-hour Roadside Assistance service, making immediate intervention necessary, the provisions of Article 1577, paragraph 2, of the Italian Civil Code shall apply.

In such cases, the Customer shall bear the burden of proving:

- that the Lessor was promptly informed;
- the actual urgency of the intervention carried out.

The Customer shall also remain responsible for any defects in repairs carried out independently, as well as for any damage caused to the Lessor or to third parties arising from such interventions.

Art. 13 – Excesses (CDW / TLW)

The rental charge normally includes:

- Third Party Liability Insurance (TPL);
- CDW (Collision Damage Waiver) – Damage Excess;
- TLW (Theft Loss Waiver) – Theft Excess.

The excess amounts (maximum amounts chargeable to the Customer, unless an exclusion applies) vary according to the vehicle category. The Theft Excess shall be increased by 30% for vehicles stolen in the Italian regions of Campania and Puglia.

The CDW and TLW amounts also include the Administrative Handling Service relating to claims, damage, theft and fire, except as provided for in Article 16.

Accordingly, where the Customer is required to pay the maximum amount of the applicable financial liability following an accident, damaging event, theft or fire, no additional Administrative Handling Service charges shall apply.

In the event of theft or fire, the Customer shall also remain liable for the cost of the fuel contained in the vehicle at the time of delivery. CDW limits the Customer's financial liability for damage to the vehicle, except in the following cases:

- expressly prohibited use of the vehicle (as provided for in Article 9, third paragraph), including any related costs (for example, vehicle recovery);
- acts of vandalism, weather events and fire, where not included in the purchased Protection Plan;
- damage to the roof resulting from incorrect assessment of the vehicle's height.

Art. 14 – Return of the Vehicle

The vehicle must be returned to the place, on the date and at the time specified in the Rental Agreement.

Return of the vehicle to a different location without the Lessor's authorisation shall result in the Customer being charged the vehicle recovery costs.

The vehicle must be returned with the same fuel level as recorded at the time of delivery.

The Lessor may charge the cost of the missing fuel together with the applicable refuelling service fee.

The vehicle must be returned in a normally clean condition, consistent with ordinary use and the exercise of reasonable care.

The Lessor may charge any extraordinary cleaning costs.

The Customer shall be liable for:

- damage;
- missing components;
- accessories not returned.

14.1 Late Return and Rental Extension

If the Customer fails to return the vehicle by the date and time specified in the Rental Agreement, after the 59-minute grace period has expired, and does not inform the Lessor of the inability to return the vehicle, the Company may initiate the legal remedies available in cases of unlawful appropriation, in view of the Customer's contractual breach.

The Lessor may also commence vehicle recovery procedures, including through authorised third-party recovery providers.

For charging purposes, the 59-minute grace period shall be calculated from the vehicle collection time specified in the Rental Agreement.

Once this period has expired, one additional rental day shall be charged, as rental rates are calculated on a daily basis (24 hours).

Late return of the vehicle shall under no circumstances constitute an extension of the Rental Agreement.

The amount payable for additional rental days or fractions thereof shall be calculated on the basis of the Lessor's direct public rates in force at the time of the late return, irrespective of the rates applied to the original booking or any offers, promotions or online rates published on the Lessor's websites or through intermediaries.

14.1.2 Conditions for Rental Extensions

Rental Agreements issued on the basis of reservations made through intermediaries, brokers, travel agencies or third-party platforms cannot be extended.

Any additional days resulting from late return shall be treated as contractual late return and not as a rental extension and may not be authorised by the Lessor's staff as an extension of the Rental Agreement.

For reservations made directly with the Lessor, any extension must be requested in advance by the Customer and expressly approved by Autovia staff, subject to vehicle availability and the Lessor's assessment. An extension is never automatic and is never guaranteed.

Where an extension is authorised, the additional rental days shall be charged at the Lessor's direct public rates in force at the time the extension is requested, irrespective of the rates, promotions or commercial conditions applied to the original reservation.

Art. 15 – Inspection upon Return

Upon return, the vehicle shall be inspected by the Lessor's staff.

Where the vehicle is returned:

- outside the Rental Station's opening hours;
- in the Customer's absence;

the inspection may be carried out subsequently by the Lessor's staff.

Any damage or missing items shall be notified to the Customer within a maximum of 3 working days from the return of the vehicle, together with photographic and technical documentation.

The Customer may dispute any charges within 7 days of receiving the notification.

Where the Customer:

- is not present at the time of the inspection;
- returns the vehicle outside the Rental Station's opening hours;
- or, although present, disputes or does not acknowledge the damage identified by the Lessor's staff;
- or in the event of theft or an accident caused by the Customer's fault,

the Lessor may charge an amount of €73.20 (VAT included) as a contribution towards the Administrative Handling Service relating to claims, damage, theft, fire, vandalism or other damaging events, covering the administrative, documentary, technical and management activities connected with the assessment, investigation and handling of the claim.

This amount may be charged whenever analysis, document management, technical verification, the opening of an adversarial procedure or the assessment of objections raised by the Customer is required, including where damage is identified upon return of the vehicle, even if the inspection is carried out in the Customer's absence.

The Customer shall in all cases have the right to request explanations, photographic and technical documentation, and to submit any comments or objections within seven days of the Lessor's notification.

The contribution towards the Administrative Handling Service shall not be payable where the Customer is present at the time of the inspection, acknowledges the damage and signs the relevant documentation prepared by the Lessor, and in the following cases:

- where the Customer has purchased a Super Plus Protection Plan providing exemption from the Administrative Handling Service, provided that the event falls within the scope of the purchased plan and no exclusion applies under the contractual documentation;
- where, following an accident, damaging event, theft or fire, the Customer is required to pay the maximum applicable financial liability (excess), in which case the Administrative Handling Service shall be deemed to be already included in the applicable CDW or TLW.

Art. 16 – Hidden Damage

Where damage that could not reasonably be detected during the initial inspection is discovered after the vehicle has been returned, the Lessor may charge such damage to the Customer, subject to supporting technical documentation.

Hidden damage may include, by way of example:

- mechanical damage;
- underbody damage;
- structural damage;
- incorrect refuelling;
- damage resulting from improper use of the vehicle.

By signing the Rental Agreement, the Customer acknowledges that certain types of damage may only be identified after the vehicle has been returned following technical inspections or maintenance operations.

Art. 17 – Damage Assessment Criteria

Damage to the vehicle may be assessed by means of:

- damage matrices adopted by the Lessor;
- an estimate issued by an authorised repair workshop;
- a technical expert's report.

These assessment criteria take into account not only the repair costs but also:

- labour costs;
- spare parts;
- any loss of the vehicle's commercial value, where applicable.

The Customer acknowledges and accepts that these criteria constitute the contractual method for assessing damage.

Art. 18 – Loss of Use

Where, following damage, an accident or improper use during the rental period, the vehicle requires repairs preventing it from being rented, the Lessor may charge the Customer for the Loss of Use corresponding to the period during which the vehicle is unavailable for rental.

The Loss of Use shall be determined on the basis of the time reasonably required for:

- assessment of the damage;
- procurement of spare parts;
- completion of the repairs;
- restoration of the vehicle to rental availability.

It may also be calculated on the basis of the Lessor's standard internal procedures.

The Loss of Use shall be calculated for the period reasonably necessary to carry out the assessment, procure spare parts, complete the repairs and restore the vehicle to rental availability, within the maximum limits provided for in the contractual documentation or, in any event, in proportion to the type of damage identified.

The applicable charge is set out in the Loss and Damage Charges Table contained in the Damage Policy – Costs and Compensation.

Art. 19 – Property Left in the Vehicle

The Lessor shall not be liable for any property, belongings or personal effects left by the Customer or third parties inside the vehicle during the rental period or after the vehicle has been returned.

Upon returning the vehicle, the Customer shall ensure that all personal belongings have been removed.

Any property found inside the vehicle may be collected by the Customer upon prior arrangement with the Rental Station, without this giving rise to any obligation of safekeeping on the part of the Lessor.

Under no circumstances shall the Lessor be liable for:

- loss;
- theft;
- damage;

to any property left inside the vehicle.

Art. 20 – Applicable Law

The Rental Agreement shall be governed by the laws of Italy.

In the event of any discrepancy in the interpretation of these General Rental Terms and Conditions between the Italian version and any courtesy translation, the Italian version shall prevail.

Art. 21 – Jurisdiction

Any dispute arising out of or in connection with the Rental Agreement shall fall within the jurisdiction of the Court of Trento, except where the Customer acts as a consumer, in which case jurisdiction shall lie with the court of the Consumer's place of residence or domicile.

Art. 22 – Personal Data Processing

Personal data shall be processed in accordance with Regulation (EU) 2016/679 (GDPR) and the applicable Italian legislation.

Personal data are processed for the following purposes:

- management of the Rental Agreement;
- administrative and tax compliance;
- protection of the Lessor's rights.

Art. 23 – Vehicle Tracking Devices

Some vehicles may be equipped with GPS tracking systems used exclusively for:

- theft prevention;
- claims management;
- protection of the Lessor's assets.

The data collected may be disclosed, exclusively for purposes connected with the management of the Rental Agreement, claims handling, the protection of the Lessor's rights or compliance with legal obligations, to the competent Authorities, insurance companies, appointed consultants and third parties providing technical, administrative or claims management services on behalf of the Lessor, in accordance with the applicable data protection legislation.

Courtesy English Translation

This English version is provided for convenience and information purposes only. In the event of any discrepancy, inconsistency or conflict between this English translation and the original Italian version, the Italian version shall prevail and shall be the only legally binding version.