

Terms And Conditions for renting in Romania - AVIS V14/04.23

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1. GENERAL INFORMATION

The Supplier of the Vehicle and of the rental services operated on the territory of Romania under the license of Avis is: AVIROMS RENT-A-CAR S.R.L. with registered office in Bucharest, District 3, No. 51 Theodor Pallady Bd., "Centrul de Calcul" Building, 4th floor, Postal Code 032258, J40/10559/1994, Sole Registration Number (RO) 5771120, hereinafter named "Service provider" or Avis.

It is possible that your reservation was made through an agent (e.g. reservations website, tourist agency or through a company).

The holder of the rental contract is the signatory of the rental agreement who directly and explicitly undertakes the rental conditions.

The rental agreement/contractual documents include the following :

the rental agreements, the inspection charts (reports) of the Vehicle's state upon pick-up/return, other addendums, as the case may be.

terms and conditions for car rental in Romania (specific local conditions)

general Avis rental terms and conditions

terms of the confidentiality policy

The terms and conditions of the rental (local and general, called together service provision conditions) are available on the Avis Romania website www.avis.ro and at pick-up points (on a tablet and/or as a brochure, upon request) and are transmitted through a link or on a durable media (upon request) at the e-mail address indicated by you at the time of the reservation or the conclusion of the rental agreement. Upon your request, we will make the brochure available for you, free of charge – Terms and conditions for car rental in Romania (specific local conditions). In the contractual relation with you, the service provision conditions published on the Avis Romania website in the version available at the moment of your rental are directly applicable.

IT IS IMPORTANT TO READ THE RENTAL TERMS AND CONDITIONS since they include important information regarding your rental, products, equipment, insurance and additional protection services, your rights and responsibilities, concrete suggestions for specific situations, fees, taxes, damages and the limits of your financial responsibility. **By signing the rental agreement, the rental terms and conditions (service provision conditions) become an integral part of it.**

Please request information or explanations from the rental agent for any necessary clarification, before signing the rental agreement. It is important for you to understand the terms and conditions of the rental, and for us, it is important that you are informed, because the responsibility of usage as a good owner and returning the vehicle under the same conditions as the ones in which it was made available for you, is yours (except for normal wear).

Please read the terms and conditions of the confidentiality policy available on the respective Avis Romania website, the Information Note regarding personal data protection.

The rental agreement is signed by you, by hand, on an electronical means or on paper. You agree that, in the contractual relation with the service provider, you will use both the handwritten signature on paper and the electronical one and the latter produces the same legal effects as the handwritten signature on paper. You have been informed and you understand that the data referring to the electronical signature and the documents signed in that manner will be stored in secured ways, being used only with the purpose of processing them for the provision of the rental services.

Avis Clients PREFERRED/ CORPORATE CLIENTS: recognize and understand that the terms and conditions of the rental valid at the date when you come to pick up a Vehicle apply to you, even if you have signed a framework rental agreement and you might not be asked to sign the contract associated with a specific rental or if the rental services are provided in a corporate system.

IMPORTANT!

All the vehicles in the Avis fleet have : a mandatory third-party civil liability insurance policy (TPL), a vignette for using the national roads and are fitted with winter tires for the period between 01 November - 31 March, without paying an extra fee. Additional insurance and/or protection services may be contracted separately. **The payment for any other mandatory taxes or fees (toll for crossing the Feteti Cernavodă Bridge, parking fees, any other mandatory taxes or fees) is your responsibility.** The service provider will charge, in addition to the tax/fee and/or unpaid fine applied by the competent authorities, the administrative tax in amount of 25 EURO.

Smoking in Avis vehicles is FORBIDDEN. You are liable for paying a (penalty) fee in amount of 100 EUR in case the vehicle is returned with specific residues and/or scent.

Transporting animals in an Avis vehicle: allowed, without charges, only if they are placed inside special transport cages. Nevertheless, you will be liable for any visible damages to the upholstery/interior of the vehicle and/or costs for professional cleaning, necessary as a consequence of transporting your animals.

Driving/relocating the vehicle outside of Romanian borders: Driving/relocating the vehicle outside of Romanian borders is not permitted without a written consent from Avis and paying the associated supplements .

Additional driver(s): allowed, under the condition of presenting the requested documents and paying the adequate supplement. The holder of the contract must ensure that each additional driver mentioned in the rental agreement,

as well as each passenger transported in the vehicle, observes the rental terms and conditions.

Young driver/beginner/senior: we charge supplements and/or restrict access to certain groups of vehicles, depending on the vehicle driver's experience and age.

Optional equipment: supplied on demand, under the condition of availability and payment of the associated fees.

Additional options: special services provided on demand, under the condition of the service's availability and payment of the associated fees or supplements.

Additional protection services : reduce your financial responsibility for damages to the Vehicle in specific cases (road accident, theft, windshield damage) up to a determined amount (Rom. "fran^oiză" / Engl. "excess"). Read the applicable terms and conditions carefully, in case they are included in the rental rate or you opted for them with payment of the associated fee. Grant special attention to situations of exclusion and inapplicability of the insurance/additional protection service.

Administrative taxes: taxes charged by Avis, representing the cost of administrative procedures (processing fines, damages claim, etc.)

Your financial responsibility: all imputable damages, in case the vehicle (including accessories and equipment) is not returned in the same state as the one it was given to you in (except for normal wear), especially those suffered by the vehicle, within the limit of the vehicle's market value, to which the following can be added, as the case may be: costs related to the transportation and immobilization of the vehicle and/or loss of usage, as well as any other tax, fee, penalty and/or compensation, including traffic/parking fines/fees for special usage of roads and bridges mentioned in the contract.

VAT: the fees, taxes and/or supplements indicated in the specific local conditions, reservation and/or your *rental agreement* include the value added tax, valid according to the legislation in effect. The standard VAT quota is 19%.

Special offers, deductions, promotions: If you are the beneficiary of special offers, deductions or promotions, they will be applicable in the relation with you, under the condition of observing applicable special rules.

Reasonable usage: Our services and fees entail the correct, prudent and reasonable usage of the Vehicles and accessories rented to you. We reserve the right to refuse the rental of AVIS Vehicles to clients who, in previous contracts, exceeded a number of kilometers considered acceptable (5000 km/month or 800 km/weekend or 250 km/day) and/or returned the Vehicles in a state of wear that exceeds the limits of reasonable usage, who had an unacceptable behavior or who have payment obligations recorded.

Info COVID-19: The safety of our clients and personnel is of major importance to us. On the Avis website, you will find the latest information regarding the specific safety measures for clients and employees. If you have to return the rented car, but you were recommended to self-quarantine or if you tested positive for COVID-19, please contact the rental location or write to reservations@avisbudget.ro as soon as possible. Please ensure that the rented car is parked in a safe, organized place, where no fines will be applied. The rental contract remains open until the vehicle is returned to one of our rental stations. If you opt for the Vehicle to be taken by an Avis Budget Romania representative, the vehicle will be quarantined for the necessary period of time (14 days from the date when the e-mail was sent), then it will be collected and inspected by an Avis Budget Romania representative. Takeover fees will be applied for the localities where there are no Avis offices.

Information, contact, notifications:

Throughout the rental period, please notify us at tel. **+40 374 475 531** (road assistance), a number available 24/7, with regard to the events for which you have to obligation to inform us, according to the contract's documents. Also, we are available for you at the telephone number **+40 212 104 344** (central office) during the time interval between 09:00 a.m. – 17:00 p.m., Monday to Friday, for any situation or question related to your rental.

For any notifications that you have after returning the Vehicle, please direct them to

customerservice@avisbudget.ro. If our answer is not satisfactory, you may resort to independent conciliation organisms or the legal courts in Bucharest, Romania. We are members of the **European Car Rental Conciliation Service – ECRCS** (www.ecrcs.eu). This organization independently and gratuitously analyses any claim you may have.

For exercising a right or any notification regarding your personal data, you may address the person in charge of data protection at the telephone number: **+40 212 104 344** ; E-mail address: dpo@avisbudget.ro or through a written request sent to the address of our registered office.

For other notifications related to your rental and which pertain to the competence of the respective institution, you may address: the **National Agency for Customer Protection** (www.anpc.ro ; E-mail address: cabinet@anpc.ro ; Consumer's telephone: +40 21 9551).



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1.1. Conditions for renting and driving a Vehicle (contract holder and additional drivers)

Contract holder.

For the rental of a Vehicle, even if you are the beneficiary of a reservation, you must present to the rental agent, in original, the following documents issued in your name, as it is mentioned in your identity document:

ID (identity card or passport);

driver's license valid at the date of the rental, which corresponds to the vehicle group of the requested car, the expiration date of which is longer or equal to the estimated date of the vehicle's return;

eligible bank card (see par. 1.2. – accepted bank cards and available amount).

In Romania, the minimum age for driving a car is 18. Nevertheless, depending on the age and experience in car driving, the supplier of the vehicle restricts access to certain auto groups and/or charges additional fees.

By driver's license valid at the date of the rental, we understand:

the national license , if you own a driver's license issued by the authorities in EU member states, from states that signed the Vienna Convention on road circulation or from states with which Romania has concluded a treaty regarding the mutual acknowledgment of driver's licenses;

the national license and international driver's license , if: you own a national driver's license issued by the authorities of a state that is not a member of the EU or a member of the Vienna Convention on road circulation or with which Romania has not concluded a treaty regarding the mutual acknowledgment of driver's licenses or if your driver's license is not written in Latin characters (driver's licenses in Arab, Russian, Hebrew or Japanese).

IMPORTANT!

We do not accept: copies of the driver's license, temporary permit that substitutes a driver's license with circulation right or an expired driver's license.

Verify prior to coming to the rental office:

if, in your case, it is mandatory to have an international driver's license in order to drive in Romania, including by addressing questions to our reservations department;

if the name in the identity document is the same as the name indicated in the driver's license (the modification of the name after obtaining the driver's license is a frequent situation and in such a case, make sure that you have proceeded to change your license);

if Avis accepts the bank card presented by you and you have the necessary funds available ;

It is your responsibility to present, in original, the identity document, the driver's license valid at the date of the rental and the eligible bank card. The rental agent will refuse the rental and Avis has the right to retain the estimated cost of the rental or charge you for not showing any of the mentioned documents, showing partial documents or expired documents, as well as the absence of the necessary funds on the accepted card, being assimilated to the case of no-show or culpable cancelation of a reservation.

Additional drivers:

You can add to the rental agreement one or **more** drivers, if you pay the adequate supplement and the additional driver personally presents to the rental agent their identity document and valid driver's license. Following the conclusion of the contract, you can only add additional drivers after the vehicle has been inspected by an Avis agent for any damages produced during the rental.

Additional driver fee : 7 EUR/ rental day, maximum 10 chargeable days. The supplement is charged by Avis for each additional driver. The number of additional drivers is limited to 4. The restrictions for certain vehicle groups and supplements depending on the age and experience of the driver are also applied in the case of additional drivers.

IMPORTANT!

Only the contract holder and additional drivers indicated in the rental agreement are authorized to drive the vehicle.

If we discover that you have allowed an unauthorized person to drive the vehicle, you will pay a penalty equal to the fee due for an additional driver for the entire rental period plus any applicable supplements depending on the age and experience of the driver. In case of damages to the vehicle and/or prejudice to a third party produced by an unauthorized driver, any concluded insurance and additional protection services will be inapplicable. Your financial responsibility will be incurred for all imputable damages, as well as for any prejudice caused to a third party*. (*The driver of the vehicle is not considered a third party.)*

Available car groups and supplements depending on age and experience *:

AVAILABLE CAR GROUP	AGE AT THE TIME OF RENTAL	DRIVER'S LICENSE AGE	SUPPLEMENTS	Supplement value
ALL GROUPS	Over 25 YEARS and up to 70 YEARS	1 YEAR	NO	-
ALL GROUPS	Over 70 YEARS	1 YEAR	YES – Senior driver supplement	7 EUR/rental day max. 10 chargeable days
A, B, C, J	Over 21 YEARS and up to 25 YEARS	1 YEAR	YES – Young driver supplement	7 EUR/rental day max. 10 chargeable days
A,B	Over 18 YEARS and up to 21 YEARS	1 YEAR	YES - Under 21 years old driver supplement	45 EUR/rental day
A,B	Over 18 YEARS	UNDER 1 YEAR	YES – Beginner driver supplement	45 EUR/rental day

** Supplements depending on the driver's age and experience are cumulative. For example, if your age is between 18-21 and you have had a driver's license for less than 1 year, the supplement for driver under the age of 21 is applied, plus the supplement for young driver (between 21 and 25 years old) and the supplement for beginner driver.*

1.2. Eligible bank card. Deposit/Pre-authorization

Eligible bank card : a bank card accepted by Avis and which has available the necessary funds for pre-authorization/creation of a deposit (guaranteed value) which covers the estimated cost of the rental, of the

optional products and services, the value of the liability in case of theft or accident (excess) as well as the equivalent of a full tank of fuel. If advance payments were made, they will be taken into consideration. Depending on the vehicle group of the car you intend to rent, at the moment of the rental, you will present one or two eligible cards*:

Car category	No. of necessary cards and type of card accepted (debit or credit)	Bank cards accepted by Avis
Group A, B, C, D, E, H, I, J, L, M	1 (one) credit or debit card	Visa, American Express, Diners Club, Mastercard, Discover
Categories O and P	2 (two) credit cards	Visa, American Express, Diners Club, Mastercard, Discover plus another American Express or Diners Club card

**Except for the beneficiaries of a full credit voucher, Charge Card, Acto, GEB account.*

Avis issues a hold on the amount representing the guaranteed value on the eligible card of the contract holder. Any charge, if you did not opt for another payment method, shall be made upon returning the vehicle /at the moment of the conclusion of the contract.

IMPORTANT!

If the amounts due, under any title, following your rental (including fines, imputable damages, penalties, administration fees) are larger than the guaranteed value and/or we became aware of the existence and extension of the amounts due by you after the return of the vehicle/the conclusion of the contract, under the reserve of observing all legal and contractual dispositions, you authorize us to charge the respective amounts from the eligible cards.

At the moment of rental, we reserve the right to perform all safety checks and approve or refuse your rental, based on legitimate reasons, including in the case of unacceptable behavior from you or the members of your group.

1.3. Payment methods upon returning the Vehicle

The rental cost upon returning the vehicle / at the moment of the conclusion of the contract is calculated and shall be processed on the eligible card used at the moment of rental or you may opt for another payment method accepted by Avis. In case of opting for another payment method, unblocking the amount retained on the eligible card at the moment of the rental could take up to 30 days. Avis is not responsible for the terms applied by the companies that issued the eligible bank cards for unblocking or refunding the pre-authorized amounts or the amounts retained as guarantee.

1.3.a. Payment by card

You can pay the cost of the rental with a bank card accepted by Avis.

ACCEPTED CARDS: Visa, Mastercard, American Express, Diners Club, Discover (debit or credit), Avis Charge Card.

NOT ACCEPTED: Maestro (debit), prepaid cards – even if they carry the Visa or Master Card logo, American Express Travellers Cheque cards, Revolut debit card, or any other card that is not mentioned above.

1.3.b. Cash payments

You can pay the cost of the rental in cash, at the end of the rental period. Cash payments can be made exclusively in RON, under the conditions of the law.

1.3.c. Voucher payment

You can pay the cost of the rental by using a voucher issued by an intermediary (tourist agency, broker) or a voucher issued at the moment of the vehicle's reservation, if you opted for online payment or advance payment of the estimated rental cost. You will present your voucher upon the conclusion of the rental contract/the pickup of the vehicle. Payments with vouchers the value of which is expressed in convertible currencies will be calculated at the exchange rate valid at the date of the rental established internally by Avis on an international level. If you choose to pay in another currency than the one used by Avis, Avis will apply the exchange rate applicable at the date of the payment.

In the Avis reservations system, the following types of vouchers are used:

Limited amount vouchers: are issued for a specific value. This value is indicated in the reservation/confirmation of the reservation and it represents the total price of the reservation (the estimated cost of the services). An alternative payment method and/or guarantee (eligible bank card) is always requested upon your signing of the rental contract.

Full credit vouchers : are destined exclusively for legal entities that intermediate, pay and guarantee rentals in favor of natural person beneficiaries and are not limited in value to the total price of the reservation. Any different and/or additional option you add to the concluded rental agreement, which leads to the increase of the total price of the reservation and/or any other additional amount to be paid retained to the calculation of the final cost by Avis is guaranteed and paid according to the contracts concluded with legal entities (e.g. tourist agencies, partner companies).

1.3.d. Invoicing

Invoices are issued to the name of the contract holder or, as the case may be, to the name of the tourist agency and/or the AVIS partner company that placed the reservation order for you. In all cases, the holder of the contract is identified on the issued invoices and he is usually jointly liable for all the financial consequences of the rental. If you are not a corporate client (in which case the invoices are automatically issued in the name of the AVIS partner company) – but you want the invoices to be issued for a legal entity, you may request this within a maximum of 30 days after the termination of your rental agreement, under the reserve of making the payments due according to the contract and, as the case may be, supplying the requested information and other necessary checks.



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1.4. Vehicle pick-up

1.4.a. Before signing the Rental Agreement:

Make time and read the rental agreement, including the terms and conditions of the rental (the service provision conditions).

Make sure that you have understood the applicable costs, the particularities of the guarantees, of the insurance and additional protection services included or not in your rental cost, the obligations that befall you throughout the rental period, the case and limits of your financial responsibility. If you have questions of any nature regarding the terms and conditions of your rental, you undertake to request clarifications and explanations from Avis staff, before signing the rental agreement. Do not hesitate to address questions to the Avis staff regarding current promotional offers, especially in terms of costs or additional services.

Read and become informed with regard to:

- manners of charging for the fuel
- in case the vehicle is returned without a full tank of gas;
- in the case of the Prepaid Fuel option;
- the value of any damage caused to the vehicle for which you are responsible;
- the value of replacing the vehicle's accessories (including keys and documents) and optional equipment.

1.4.b. The state of the Vehicle

Your rental contract mentions any visible deteriorations of the Vehicle, the number of kilometers on the odometer and the level of fuel supplied, at the moment of the rental.

Upon the car's pick-up:

Check if the state of the Vehicle corresponds with the one described in the rental documents . If you discover a visible deterioration or any other damage that has not been mentioned in the Rental Agreement, you undertake to request the Avis staff to rectify the information regarding the Vehicle's state. Otherwise, Avis will not consider subsequent claims regarding visible damages and/or faults as grounded.

Check and compare the number of kilometers and the level of fuel inscribed on the dashboard with the information mentioned in the rental documents. You undertake that, if there are any differences, you will request the Avis staff to rectify the Rental Agreement.

Check if the registration certificate, the TPL insurance policy and the amicable car accident settlement form are in the vehicle.

Check if the safety kit is complete (in the trunk: two pre-signaling triangles, one fire extinguisher, one first-aid medical kit; inside the car: reflective vest). If they are missing, request the Avis staff to supply the missing elements.

1.5. Throughout the rental period

1.5.a. Territorial validity

You are not allowed to drive/relocate the vehicle outside of Romanian borders, without a written consent from Avis and the payment of associated supplements. Avis vehicles (except for groups H, O, P, M and L) may only travel to the following European countries: Austria, Belgium, Bulgaria, Croatia*, The Czech Republic, France*, Germany, Greece*, Hungary, Italy*, Luxembourg, Holland, Poland, Slovakia, Slovenia.

**Only the continental part, crossing bodies of water toward the islands is prohibited.*

Border crossing supplement: if you intend to travel outside the territory of Romania, you will pay a supplement in fixed amount, between 30 EUR and 990 EUR and a travel daily fee of 5 Euro/day, according to the current offers and fees applicable at the time of the demand, depending on the available auto group, the declared countries and/or the specific period of the rental

IMPORTANT!

If we discover that you have violated the conditions regarding the territorial validity of the rental, you will pay a penalty equal to the maximum applicable border crossing supplement (990 EURO). In case of damages to the vehicle and/or prejudice brought to a third party produced outside Romania's territory or the territory authorized according to Avis's explicit agreement, the insurance and additional protection services that you may have concluded are inapplicable. Your financial responsibility will be incurred for all imputable damages, as well as any prejudice caused to a third party* (*The driver of the Vehicle is not considered a third party).*

1.5.b. Driving the vehicle

You undertake to take care of the vehicle and use it normally and carefully, by observing the road legislation in the country where you are driving, with legal purposes. You undertake to use the right fuel, to lock the Vehicle when you are not using it, to observe all safety instructions, to notify us immediately regarding any event that you are obligated to inform us about and to follow the instructions received upon the pickup of the Vehicle.

Abnormal usage of the vehicle: any illegal, dangerous or gravely negligent conduit throughout the rental period.

In particular, the following are considered abnormal uses of the vehicle:

Fueling the vehicle with the wrong fuel, damaging the clutch following its wrong exploitation, continuing to use the vehicle despite alarm or fault signals that show up on the vehicle's dashboard;

Driving the vehicle by a person who has not been mentioned in the Rental Agreement and/or by a person mentioned in the contract with regard to whom the measure of suspending, canceling or detaining their license has been enforced after the date of the vehicle's assignment;

Leaving the territory of Romania without the written agreement of the rental station;

Ignoring road signs, as well as sound and/or light warnings signaling a railroad crossing;

Using the car by a person who is under the influence of alcohol, drugs or medicine with similar effects, or a person who has avoided or refused to give biological or toxicological samples or who has left the accident scene, unless such an action is allowed by the applicable legislation;

Negligent, reckless or excessively speedy driving, violating traffic regulations, especially those concerning the disregarding of the red light, not observing the significance of the Stop/Give way sign and the railroad crossing sign, driving on one-way streets or road sectors marked as one-way, from the opposite way, using a mobile phone or another device that might distract the driver's attention while driving (except for hands-free type devices), not observing the Ambulance or Police cars' signals;

Using the vehicle in areas or on roads that are not included in the public roads network, unpaved roads, road sectors or areas forbidden for vehicle circulation, roads that present a high risk of damaging the vehicle or following the access to an area with gauge and tonnage restrictions;

Using the car in river beds, flooded areas or areas covered by water (on the road or off the road), without complying with the manufacturer's instructions regarding driving in such conditions;

Fitting equipment to the outside of the vehicle which may cause damage to the vehicle (for example roof racks, bike racks, stickers, etc.); Using the car for other purposes than the ones set by the car manufacturer or the applicable road legislation or the civil legislation in effect

Using the car to carry or transport any flammable, explosive, corrosive, oxidant, toxic, radioactive, harmful, dangerous or illegal materials;

Pushing or towing of any trailer or any other vehicle;

Using the car for any type of car racing or car competitions (including practice sessions), rallies, speed tests and endurance tests, including those outside of an official program;

Selling, removing of any of their parts, disposing of any optional extras as well as allowing anyone else to do so;

Using the vehicle for taxi activities, driving lessons, sub-lease;

The willful destruction or degradation of the vehicle;

Using the car by a person who, at the moment the accident occurred, was willingly committing a crime or trying to escape after committing a crime.

IMPORTANT!

The examples above are not exhaustive. Any illegal, dangerous or gravely negligent conduit throughout the assignment of the vehicle shall be considered a violation of the contract and any insurance and/or additional protection services that you might have requested become inapplicable. Your financial responsibility shall be engaged for all imputable damages, as well as any prejudice caused to a third party. (*The driver of the Vehicle is not considered a third party.)*

1.5.c. Safety

Throughout the rental period you undertake:

To observe the safety conditions established by the manufacturer, especially the maximum capacity specific for every vehicle, regarding the number of occupants and/or weight of the luggage or transported goods („payload”).

To inspect the state of the vehicle (level of the cooling agent, oil level in the engine for more than 1000 km traveled, pressure in the tires).

To observe any signal issued by the lights on the dashboard of the vehicle and to take any necessary measures, if necessary (especially emergency pull-over).

To inform the Road Assistance service with regard to the warning signals on the vehicle's dashboard or any fault/technical malfunction and follow the instructions you receive.

During parking, lock the vehicle and place all your personal belongings in the trunk. The loss and/or theft of your belongings left in the vehicle is not covered by any additional protection product.

To make sure that you have the vehicle's keys and documents on you at all times. The loss and/or theft of the vehicle's keys and documents is not covered by any additional protection product. The theft of keys and/or documents along with the vehicle is a case of exclusion in the case of the additional protection service for the vehicle's theft (TPC).

IMPORTANT!

The non-observance of safety conditions throughout the rental of the car shall be considered a violation of the contract and any insurance and/or additional protection services you might have requested becomes inapplicable. Your financial responsibility shall be incurred for all imputable damages and any prejudice caused to a third party. (*The driver of the Vehicle is not considered a third party.)*

1.5.d. In case of technical failure.

In the case of a technical failure that requires immediate or quick intervention, before performing any repair (including in the case of tires), **contact Avis Assistance** at:

From Romania or abroad: 0040 374 47 55 31

1.5.e. In case of road accident or other circumstances that led to the damage of the vehicle.

Road accident : The event that cumulatively observes the following conditions: **(i)** it took place on a road open to public circulation or originated in such a place; **(ii)** resulted in the death, injury of one or several people or the damaging of at least one Vehicle or other material damages; **(iii)** at least one moving vehicle was involved in the event (the legal definition according to art. 75 of the Road Circulation Code GER 195/2002).

Other circumstances : any other situation in which the vehicle is damaged (e.g. hitting an animal, impact with foreign objects, weather phenomena, vandalism, etc.), except for cases of force majeure.

In case of road accident or other circumstances, you have the following obligations:

Inform Avis Assistance as soon as possible, at:

From Romania or abroad: 0040 374 47 55 31

FOLLOW THE INSTRUCTIONS YOU RECEIVE!

Report within 24 hours from the date when the road accident took place or when you discovered any other circumstances that resulted in the damage of the vehicle, to the Police unit in the area of the locality when the event took place, in order to draw up the necessary documents.

Obtain all necessary documents prior to returning the vehicle (including the case in which the vehicle suffered damage while it was being driven by an additional driver or an unauthorized driver):

If the vehicle's damage is caused by a road accident with unknown author or in other circumstances (hitting an animal, impact with foreign objects, weather phenomena, vandalism, etc.): The accident report and/or Repair authorization issued by the Police (original);

If the damage to the Vehicle is caused by a road accident with unknown author: The event report and Repair authorization issued by the Police (original) and copies of the following documents from the driver responsible for the accident: TPA, Registration certificate, identity card, driver's license;

In case of amicable settlement (if 2 cars were involved in the accident, no bodily damage or death was caused and both drivers agree and opt for this manner of settlement): fill in the Amicable Settlement Form correctly and completely (retain an original copy) and, together with the other driver, go to the closest inspection office of the insurer and obtain the repair authorization issued by the insurer of one of the two vehicles involved, together with all necessary documents, namely copies of the following documents from the liable driver: TPA, Registration certificate, identity card, driver's license.

Give the necessary documents to Avis as soon as possible, but no later than the vehicle's return (including if the vehicle suffered damage while it was being driven by an additional driver or an unauthorized driver).

Respond to any request from Avis and supply any necessary documents or statements within 14 days, if they were not supplied upon the return of the vehicle, if they are incomplete or incorrectly filled in, if such an omission or error prevents or delays the entry in repair and/or the commercial exploitation of the vehicle. Otherwise, we reserve the right to incur your responsibility for other prejudice caused, including unrealized benefit.

IMPORTANT!

In the case of damages to the vehicle that require immediate or quick intervention , before performing any repair (including in the case of tires), contact Avis Assistance at la:

From Romania or abroad: 0040 374 47 55 31

Do not repair the vehicle yourself and do not allow anyone else to do so, unless Avis has agreed to this. If you allow repairs without the permission of Avis, you will have to pay for them and you will lose the protection offered by the additional protection products or any insurance policies that may have been concluded.

In case of damages to the vehicle that do not require immediate repair , regardless of their cause, you must inform the Avis rental office as soon as possible.

In the case of a road accident, do not admit responsibility for it to any third party, otherwise, recovery and reimbursement of the costs earned up to the maximum contractual liability will be difficult . If possible, write down the names and addresses of everyone involved, including witnesses and passengers. If the vehicle is not safe to drive, make it as secure as possible and call Avis Assistance to arrange recovery.

In all cases, the contract holder or additional driver must fully and correctly fill in the internal form *Auto Driver's Statement* with regard to the circumstances in which the deterioration or damage to the vehicle was produced and transmit it to the rental office, within a maximum of 48 hours from the time of the accident.

In all cases, the contract holder must obtain and transmit all necessary documents, according to the instructions or requests of Avis.

Otherwise, any insurance and additional protection services that may have been concluded are inapplicable. Your financial responsibility shall be engaged for all imputable damages, in view of covering the prejudice brought to the service provider, as well as any prejudice caused to a third party. (*The driver of the Vehicle is not considered a third party.)*

1.5.f. In case of theft

In case of theft / attempted theft of the vehicle, its components, key and/or documents, you have the following obligations:

Inform Avis Assistance as soon as possible, at:
From Romania or abroad: 0040 374 47 55 31

FOLLOW THE INSTRUCTIONS YOU RECEIVE!

Report within 4 hours from the time when you became aware of the theft or the attempted theft, at the Police unit in the area of the locality where the event took place, file a theft/attempted theft statement as well as complete list of the items that were stolen along with the vehicle (including key or documents, if they were stolen along with the vehicle or under different circumstances), a list of missing equipment or components (if the theft was aimed at component parts of the vehicle) or, as the case may be, the equipment or component parts that were destroyed/damaged as result of an attempted theft of the vehicle.

Transmit, within a maximum of 48 hours, to the closest Avis rental office, the record of proceedings that ascertains the filing of the statement, the vehicle's key and its documents.

IMPORTANT!

The theft or loss of the vehicle's key and/or documents is not covered by any additional protection service. The theft of the vehicle's key and/or documents, together with it, represents a case of exclusion from the additional service protection in case of vehicle theft.

In all cases, the contract holder must obtain and transmit all necessary documents, according to Avis's instructions or requests. Otherwise, complementary insurance and any additional protection services that may have been concluded are inapplicable. Your financial responsibility shall be incurred for all imputable damages, in view of covering the prejudice brought to the service provider, as well as any prejudice caused to a third party. (*The driver of the Vehicle is not considered a third party.)*



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1.5.g. Offences. Fines. Administrative taxes.

In accordance with the legislation in effect, you are responsible for any offence committed with the vehicle throughout the rental period, including all financial consequences. Therefore, you are informed that your data may be made available to the competent authorities, on request. You undertake to observe the regulations regarding public roads circulation, to pay the parking fees, to pay the Feteti – Cernavodă bridge crossing toll or any other road taxes, for passing and/or stopping, that are valid at the moment of your travel.

Offences: violations of traffic regulations, as well as any other situation when legal obligations are not observed, with regard to stopping, parking and driving the vehicle and/or the payment of mandatory taxes or fees during the rental period (road taxes, bridge tolls, parking fees, taxes for using public roads outside Romania, etc.)

Fines: any amount that must be paid, following the ascertainment of an offence having been committed during the rental period, according to the payment notifications received by Avis from the competent authorities.

Administrative taxes: taxes charged by Avis, representing the cost of administrative procedures with regard to the transfer of information to competent authorities and/or payment, as the case may be, of fines applied for offences committed during the rental period. *In certain cases*, upon the request of the competent authorities and in accordance with the legislation, for the violation of traffic rules (in most cases, exceeding the legal speed limit), Avis will communicate the data of the contract holder, in view of drawing up an offence report in your name and applying the sanction or fine. In all these cases, Avis shall charge for each offence an administrative tax in amount of 35 EUR. *In all other cases*, namely in case you do not pay any other amounts due by you according to the legislation in effect, both on the territory of Romania and in other states, such as road taxes, bridge tolls, parking fees in airports or special spaces with limited period, fines for traffic violations ascertained and/or proven with technical means (cases of incurring the objective payment responsibility to the legal owner of the vehicle) as well as when the transfer of your information to the competent authority that applied the fine is not mandatory/is not allowed according to the legislation, Avis shall charge the client for the actual amount of the fine plus an administrative tax of 35 EUR/fine.

IMPORTANT!

*You shall be notified in an interval of up to 12 months from the return of the vehicle/termination of the contract regarding any document communicated to Avis issued by a competent authority, in view of applying a sanction and/or charging a fine for offences during your rental period. If you would like to dispute the fine or sanction, you must communicate directly with the issuing authority in order to obtain an annulment, a reimbursement or a compensation. Unfortunately, we cannot help you with regard to your dispute. **The contract holder agrees that all Administrative taxes and the cost of the fines shall be charged by Avis from the eligible card used upon the conclusion of the contract, anytime within an interval of 12 months from the return of the vehicle/termination of the contract, along with the notification sent by e-mail, regarding the offences committed during the rental period and the associated payment invoice.** In case of payment refusal or chargeback on the eligible card and if you have not made the adequate payments through another payment method within 30 days from the date of the invoice, we charge a penalty interest equal to the reference interest of the National Bank of Romania plus 4 percent, according to G.R. 13/2011 and we will initiate all legal endeavors in view of recovering the amounts due by you through any method allowed by the legislation. In such a situation, you understand that you will also be liable for any other associated costs, in view of recovering the debt (stamp duty,*

1.6. Returning the Vehicle

1.6.a. General rules

Return the vehicle, its keys and documents to the Avis staff at the date, time and return location agreed upon in the Rental Agreement and in all cases, during the working hours of Avis offices.

Inform Avis, as soon as possible, regarding any event (including self-quarantine/mandatory quarantine following a positive test for COVID-19) that prevents you from returning the vehicle at the agreed upon date, time and location, otherwise you might be criminally prosecuted for breach of faith or theft. Avis will formulate a criminal complaint for theft, in the absence of any communication from your part, upon the expiration of a term of 6 hours from the date and time of the vehicle's return agreed upon in the rental agreement. In the case of an objective impossibility to return the Vehicle at the **date, time and location agreed upon**, please contact the rental location or write to reservation@avisbudget.ro as soon as possible. Please make sure that the rented car is parked in a safe, organized place, where no fines will be applied. The rental contract remains open and you owe the additional rental costs until the vehicle is returned to one of our rental stations. If you opt for the Vehicle's pickup by an Avis Budget Romania representative, pickup fees will be applied for localities where there are no Avis offices.

If you would like to extend the period of the rental, you must address an Avis rental office 24 hours before the initially agreed upon return time, in order to obtain the approval for extending the rental period and ensure the necessary available funds for the payment of additional amounts generated by the extension of the contract. **If the vehicle is excessively dirty on the outside**, preventing the identification of any damages produced during the rental period, Avis reserves the right to not process the conclusion of the rental agreement. The termination of the contract shall be processed after the vehicle is washed and checked, with the effective return time of the vehicle to Avis.

In all cases of exceeding the date and hour mentioned in the contract, you owe the cost of the rental, the expenses related to late return and any possible expenses related to the damages suffered by the vehicle until the moment of the return to Avis.

If you return the vehicle outside the working hours of the rental office and deposit the vehicle's keys in the rental office's key box, you remain responsible for and owe the cost of the rental and damages that are imputable to you (especially those suffered by the vehicle) until the time when the rental office reopens and until the car will be checked by an Avis employee.

If Avis accepts that you return the vehicle to another rental office than the one mentioned in the contract, you will pay the applicable dislocation taxes.

If Avis accepts to travel in order to pick up the vehicle from another location than the return location in accordance to the contract, you are liable for and owe the cost of the rental and any expenses related to the damages suffered by the vehicle until its return to Avis, as well as all dislocation taxes.

In all other cases in which the Vehicle, for any reason, is not turned over according to the provisions of the rental agreement, you owe all additional costs associated with parking the vehicle in a paid public parking and/or any other taxes or fines due for parking (abandoning) the Vehicle in forbidden spaces, until the Vehicle is picked up by AVIS representatives, plus all expenses related to AVIS representatives' travelling from the closest AVIS rental office to the Vehicle's location and any expenses associated with identifying the Vehicle's location, as well as an administrative tax in amount of 25 EURO.

1.6.b. Returning the Vehicle to another rental office

You may opt to return the Vehicle to another rental office than the pick-up one, depending on the dislocation availability of the requested vehicle. You need to fill in a reservation application. The application shall be approved or refused within a maximum of 72 hours. Obtain information in this sense from an Avis agent, at the moment when you make the reservation. This additional option must be concluded at the beginning of the rental and indicated in the Rental Agreement. If your rental cost does not include this option, the following dislocation taxes are applicable:

In Romania: between the cities where there are Avis rental offices, the dislocation tax is between 0 and 400 EUR, according to the valid offers and fees applicable at the moment of the request, depending on the location and the specific rental period.

Outside Romania, in the cities where there are partner Avis offices, the dislocation tax is*: Area 1 (Bulgaria, Hungary) 1400 EUR; Area 2 (Austria, The Czech Republic, Greece, Poland and Slovakia) 2200 EUR; Area 3 (Germany, Slovenia) 3360 EUR; Area 4 (Italy, Belgium, France, Luxembourg and Holland) 5000 EUR

**Only the continental part, it is forbidden to cross bodies of water toward the islands. With the observance of conditions 1.5.a Territorial Validity.*

1.6.c. Personal items forgotten in the Vehicle

Although, upon return, we inspect the vehicle in detail, we do not assume any kind of responsibility for forgotten/left behind items. If we find forgotten personal items, they will be taken and inventoried by the Avis staff from the return office. You may retrieve them personally or request, in writing, their delivery to the indicated address. In this last case, you will pay in advance the cost of delivery through the Avis partner courier company or the national mail service and a manipulation tax in amount of 50 Euro.

ATTENTION : All personal items found and not claimed within a period of 3 (three) months shall be destroyed.

1.6.d. Fuel

Avis will make available to you a vehicle with a full tank of fuel.

Upon the pick-up of the vehicle, you may choose the option *Prepaid fuel*. Thus, upon the pick-up of the vehicle, you will buy a full tank of fuel calculated at the price indicated in the Avis rental offices and you do not have to worry about finding a refueling station upon returning the vehicle. This option is automatically cancelled if you return the vehicle and you filled the fuel tank yourself (see solution 1 described below).

Upon the return of the vehicle, you are offered 3 possibilities to pay for the fuel:

Solution 1 : In all cases, you can fill the fuel tank yourself before returning the vehicle. In this case, Avis does not charge anything for fuel (after presenting a supporting document that proves that fuel was put in within the last 20 kilometers and within a time interval of maximum one hour before reaching the rental office).

Solution 2 : If you chose the *Prepaid fuel* option upon the vehicle's pick-up, Avis will charge the price communicated at the moment of the rental for the entire tank of the vehicle.

Solution 3 : If you did not choose the option *Prepaid fuel* and the fuel tank has not been filled before returning the vehicle, a price per missing liter will be charged, as mentioned in the Rental Agreement.

The "Easy fuel" service: If you did not fill the fuel tank before returning the Vehicle or you do not have a supporting document (solution 1) and you have driven less than 120 km throughout the rental period, you automatically benefit from the "Easy fuel" service in exchange for a fixed price*. (15 EUR, VAT included)

IMPORTANT!

Avis estimates the missing fuel using as unit of measurement an eighth of a tank. Certain vehicles in the Avis fleet were manufactured or especially equipped with on-board devices that allow the exact reading of the level of fuel in the tank. This data can be used to calculate the cost of the used fuel, when the car's display does not offer a clear indication of the fuel's level.

1.6.e. Checking the state of the Vehicle

You have the obligation to inspect the vehicle's state together with the Avis staff upon the return of the rented vehicle and compare it with the one mentioned in the Rental Agreement.

If the state of the vehicle (including equipment or accessories) at the moment of return differs from the one at the moment of pick-up : Avis shall issue an invoice for the discovered damages/faults or missing parts (except for minor damages), namely the fixed value (penalty) established in the contract for specific cases, within the limit of the maximum applicable financial liability (depending on the additional protection services that might have been concluded upon the pick-up of the vehicle). Avis calculates the costs for replacement or repair based on the matrix of deterioration costs in accordance with the available values and which may be presented at the rental office. In other situations (e.g.: the value of the damages is significant and cannot be calculated based on the matrix of deterioration costs) we will resort to authorized experts/repairers for drawing up a cost estimate. Avis charges a fee of 30 EUR/damage file, representing the cost of administrative procedures.

IMPORTANT!

If you decide not to perform this inspection together with the Avis staff at the moment of the vehicle's return or, for any other reason, you do not take part in the performance by an Avis representative of the check upon the Vehicle's return, you entrust Avis with the task of performing it and you accept the findings and invoicing of the respective damages, as the case may be.



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1.7. Imputable damages.

Imputable damages : are represented mainly by the costs of repairing or replacing the vehicle's parts, equipment and accessories, within the limit of the vehicle's market value, to which the following can be added, if necessary: costs related to transport and immobilization, loss of usage, administrative costs, as well as any other direct and predictable losses suffered by the service provider following the damage and/or deterioration of the vehicle, until the pick-up of the vehicle by Avis staff. In order to calculate and charge, as the case may be, *damages* represented by the cost of repairing and/or replacing parts/components or accessories, Avis uses a *deterioration costs matrix* that is created and periodically updated, based on the following indicators: average repair cost for the group of the rented vehicle (taking into consideration the various brands and models in the respective group); hours of manual labor necessary for the repair of the vehicle; average cost of hours of manual labor from partner accredited repairers; the price of original parts that must be replaced. The value of damages established according to the deterioration costs matrix is owed independently from our decision to repair the vehicle or not. The cost of damages established based on the list of fees for replacing certain accessories or equipment is due in all cases when they are missing or are gravely deteriorated. In the case of significant damages, which cannot be calculated according to the evaluation matrix, we will address an authorized expert/repairer, in view of identifying the damages and evaluating the necessary repair costs.

1.7.a. Objective liability.

Your liability is objective (regardless of fault, except for cases of force majeure) and you undertake to pay the damages imputable to you as a result of the vehicle's damage and/or deterioration during the rental period, until the pick-up of the vehicle by the Avis staff. You authorize us to withdraw the associated amounts from the eligible card, within the limit of your maximum financial responsibility, depending on the additional protection services included in the cost or for which you opted upon the conclusion of the rental agreement.

ATTENTION: Certain situations are not covered by any additional protection service and Avis charges to the rental agreement the entire cost of the deteriorated or missing parts/equipment/accessories, as well as the

associated manual labor cost, if:

The vehicle is fueled with another type of fuel than the one it normally uses. *Situation not covered by any additional protection product*. On the rental agreement, a tax/penalty will be applied, in amount of 1785.00 EUR for replacing all the parts affected by wrong fueling (ex: injectors, exhaust catalyzer, particle filter, fuel filters, cleaning the fuel tank, cleaning the supply installation, etc.).

The clutch ensemble is deteriorated following inadequate usage. *Situation not covered by any additional protection product*.

The vehicle is damaged or wrecked in other circumstances than a road accident defined according to the legislation, namely in situations such as extreme weather phenomena, objects falling from high places, snowfall or icicles falling, fires, floods, avalanches, vandalism, acts of terrorism, etc. *Situation not covered by any additional protection product*.

Damage to the engine, wheels (tires, rims, hubcaps), the interior space of the vehicle, as well as underneath the vehicle's body, if the damage is not the direct result of a road accident. *Situation not covered by any additional protection product*.

Damage caused by theft or attempted theft from the vehicle of the GPS/WIFI units/child seats or personal items. *Situation not covered by any additional protection product*.

Damage to the windshield. *Situation covered by the additional protection service in case of damages caused to the Vehicle's windshield (LI) as a result of road events*.

Damage to the panoramic sunroof and rearview mirrors. *Situation covered by the additional protection services CDW (Collision Damage Waiver) or SCDW (Super Cover) EXCLUSIVELY for damage or deterioration from road accidents*.

Theft of the Vehicle and/or component parts of it. *Situation covered by the additional protection services TPC (Theft Protection Coverage) or SCDW (Super Cover)*.

Theft or loss of the Vehicle's key or documents. *Situation not covered by any additional protection product*.

Theft, loss or deterioration of the vehicle's license plates. *Situation not covered by any additional protection product*.

Theft, loss or deterioration of the additional accessories. *Situation not covered by any additional protection product*.

Theft, loss or deterioration of the safety kit's elements. *Situation not covered by any additional protection product*.

IMPORTANT!

Any damage or fault suffered by the vehicle during the rental period, namely up to the moment when the Vehicle is picked up by the Avis staff, incurs liability for the costs of repairing or replacing the damaged parts and the associated manual labor costs, up to the maximum limit of your financial responsibility. In the case of damages produced as a result of a road accident produced from the exclusive fault of an identified third party and if he or his insurer pays compensations, Avis will reimburse you for all the amounts thus charged, in the limit of the respective payments made by you.

The insurance and/or additional protection services cover exclusively the situations and risks described specifically and cannot be extended through analogy. In case you are the beneficiary of an insurance/additional protection service, please read carefully par. 2 – Insurance and additional protection services.

1.7.b. Invoicing and payment in case of damages.

You have the obligation to pay the invoices issued by Avis corresponding to the damages discovered by the Avis staff upon the return/pickup* of the vehicle or subsequently, if, for any reason, the damages could not be observed, ascertained and/or evaluated at the moment of the vehicle's return. Non-payment or payment with a delay of more than 30 days of the amounts due according to the invoices issued for imputable damages gives us the right to charge a penalty interest equal to the reference interest of the National Bank of Romania plus 4 percent, according to G.R. 13/2011. Avis charges an administrative fee of 65 EUR/damage file.

(*The *return* refers to the situation in which you are present and you take part in the check of the Vehicle's state in the presence of an Avis representative. The *pickup* refers to all other situations in which the Vehicle is checked and inspected in your absence, for any reason.)

In the case of visible damages discovered upon the vehicle's return/pickup :

- **if their value can be determined** (penalty and/or cost according to the deterioration costs matrix), the cost is included in your final invoice. The invoice is issued and is usually transmitted to you on the spot or within a maximum of 72 hours, at the e-mail address indicated in the rental agreement (if you are not present at the vehicle's return).

- **if the damages are significant and cannot be calculated according to the deterioration matrix**, we will seek an expert/authorized repairer, in view of identifying the damages and evaluating the repair costs and we will transmit to you the payment invoice, accompanied by the examination report and the cost estimate, as soon as possible, at the e-mail address indicated in the rental agreement (depending on the period necessary for evaluation, but no longer than 60 days).

In the case of faults or deteriorations that could not be observed and/or discovered at the moment of the vehicle's return/pickup, we will send you the detailed payment invoice, the cost estimate/repair report (as the case may be) and any other necessary documents, accompanied by evidence that shows that the damage was produced during the period of your rental, at the e-mail address indicated in the rental agreement, within a maximum of 30 days.

IMPORTANT! *Except for the case in which, at the date of the vehicle's return, you accepted and signed the document that ascertains the damages found upon return and the associated invoice, FOR ANY COST THAT WE INVOICE TO YOU AS IMPUTABLE DAMAGES, WE PRESENT ALL THE NECESSARY SUPPORTING EVIDENCE:*

the number of the rental agreement, the return date and location, a report regarding the vehicle's state upon return, including all the damages identified in your presence or absence, photographs of the damages and/or other evidence of their existence;
necessary explanations when the value of the damages is calculated according to the deterioration costs matrix or based on the list of replacement costs for certain equipment or accessories;
evaluation/cost estimate from an expert/authorized repairer and/or the repair invoice, in the case of damages that could not be evaluated based on the deterioration matrix;
as the case may be, car driver's statement, event reports, repair authorizations or any official finding from the police and/or expertise reports in case of road accident or other circumstances, on-site photographs of the damages and the odometer;
the value of the franchise (excess), if the damage is covered by an additional protection service or, as the case may be, the indication of the reason for the exclusion or inapplicability of the protection service.
as the case may be, costs related to transport and immobilization, loss of usage, administrative costs, as well as any other direct and predictable losses suffered by the service supplier, as a result of the damage and/or deterioration of the vehicle.

Based on the invoice and the presented evidence and only after they were communicated to you at the e-mail address indicated by you in the rental agreement (or, in its absence, at your home address or mail address indicated in the contract), you authorize us to charge the owed amounts from your eligible card.

1.7.c. Disputing the damages

You may dispute an invoice for the damages in any situation in which you can prove that the invoicing by Avis was not made in accordance with the terms and conditions of the respective rental agreement, if you believe that.

the damage is not imputable to you, according to the contract;

there is a case of exclusion or limitation of your financial responsibility and this case was not taken into consideration by Avis;

the damage was produced from the exclusive fault of an identified third party and he or his insurer has paid for the damages;

the damages are worth less than what we declared, as a result of an error in calculation based on the deterioration matrix or any other grave error in the damage evaluation report or the cost estimate;

any other situation that you can prove regarding the existence of the damage, the evaluation or the imputed repair cost, if such a situation determines, in your opinion, our obligation to reimburse you, to diminish or compensate the invoiced amounts.

In any case, it is important to formulate a dispute and present your arguments and evidence within a maximum of 15 working days from sending you, through electronic mail, the invoice issued by Avis and the evidence we supplied along with the invoice, otherwise we will consider that you unconditionally accepted the invoiced amounts. We will analyze the arguments and evidence presented by you and transmit our resolution within a maximum of 15 working days. If we find that your dispute is grounded: we will reimburse the costs charged as imputable damages (if we have already withdrawn the money, since the legislation and contract allow us to do so) or we will reimburse the difference, if you prove to us that the damages are worth less than what we declared. If the resolution granted by us with regard to your dispute is not satisfactory: you can address the European Car Rental Conciliation Service (ECRCS), another conciliation organism or the competent courts of law in Bucharest, Romania.

IMPORTANT!

The disputes formulated by you and their terms of resolution do not suspend the payment obligation of the invoice issued according to the contract, including in the case in which you have addressed the conciliation organisms or competent courts. In the cases in which we have not already withdrawn the amounts from your eligible card, upon the expiration of a 30 day term from the date when we sent you the invoice, we will begin calculating penalty interests for each day of default, in accordance with the legislation, until the full payment of the invoice and the associated interests. In case of payment refusal or chargeback on the eligible card and if you have not made the adequate payments through another payment method (including in the case in which a third party or their insurer makes the payment) within a term of 4 months from the date of the invoicing, we will initiate all legal endeavors in view of retrieving the amounts owed by you through any means allowed by the legislation. In such a situation, you understand that you will be responsible for bearing any other associated costs, in view of retrieving the debit (stamp duty, lawyers' fees, enforcement expenses).

1.8. Rental costs

1.8.a. Base rate/rental rate. Estimated cost

The basic rental fee represents the fee for the rental of a vehicle (without equipment, additional options or services) due for one day of rental (24h) and/or per km, corresponding to the rented vehicle's group, valid in the relation with you, according to the applicable fees at the time of the reservation, the rental or the modification of the reservation or rental conditions, as the case may be.

The basic rental fee includes :

the third-party liability insurance;

the road tax valid on the territory of Romania (it does not cover any special bridge tolls, where applicable);

technical support for the car 24/7*. This assistance includes repairs or transporting the Vehicle and/or supplying a replacement Vehicle (depending on availability, exclusively on the territory of Romania) in case of failure on a road that is open to public circulation, as a result of a road accident, a technical malfunction or a fire. The technical assistance is not included in case of failure due to the loss of the vehicle's keys, locking the vehicle with the keys inside, battery discharge due to negligent usage, using the wrong type of fuel, deterioration of the clutch, deterioration of the tires or rims, in case of failure from water aspiration to the engine, in case of road accident produced from your exclusive fault or in case of abnormal usage of the vehicle, Chapter 1.5.b.

** Avis undertakes to replace the vehicle (within the limit of availability), if the failure/malfunction is not due to the client's fault, within an interval of 24 hours, depending on the location where the malfunction was discovered. If the failure/malfunction is due to the client's fault, the blocking of a new guarantee for the replacement vehicle shall be requested. We reserve the right to refuse the supply of a replacement vehicle, if the failure was produced as the result of a proven case of abnormal usage of the vehicle.*

The rental fee. The following can be added to the basic rental fee, when necessary:

the cost of used fuel, in accordance with Chapter 1.6.d. Fuel;

the cost of other supplements, optional equipment and services, mentioned below;

the cost of insurance and additional protection services, offered on demand and/or agreed upon by signing the rental agreement.

The rental fee is calculated in 24-hour intervals, which start from the moment of the rental agreement's processing and ends with the processing of rental agreement's termination. Avis accepts a delay of maximum 29 minutes upon the vehicle's return, admitting that this time interval is necessary for the pick-up and return of the vehicle. Once this term is exceeded, Avis shall invoice an additional day of rental, as well as expenses regarding the chosen options, for each day of delay.

IMPORTANT!

The estimated cost of rental represents the amount indicated in the rental agreement, calculated based on the rental fees applicable at the time of the reservation or of the service request (for rentals without prior reservation), in accordance with your options regarding the vehicle group, the rental period, the location of the rental, applicable supplements, the price for additional equipment and services, extra options, insurance and additional protection services included in the fee or offered on your explicit demand. The cost is "estimated" because it excludes any costs due for fuel, as well as any other amounts that can be owed by you as a result of using the vehicle during the rental period.

A confirmed reservation indicates the total price of the reservation, calculated based on the fees and offers applicable on the reservation channel you have chosen (direct reservation, through tourist agency, dedicated websites, corporate/ Avis Preferred reservations, etc.)

Upon the vehicle's pick-up : any modifications to the rental conditions mentioned in the reservation or requests for additional services and/or equipment may lead to additional costs.

Upon the vehicle's return: the cost of the rental may be augmented with taxes, fees, penalties, damages that are imputable to you as a result of the vehicle's usage. Certain costs, taxes or fees may be charged by Avis after the return of the vehicle, if we have become aware of the fact that caused the prejudice and/or the amount of the prejudice became certain after the return of the vehicle. The fees that include reduced or zero responsibility in case of road accident or vehicle theft do not include reduced or zero responsibility in the case of damages not covered by any additional protection product.

Since special offers and associated discounts often refer to certain time intervals, if you pick up the vehicle earlier or return the vehicle earlier or later than agreed upon at the conclusion of the contract, it is possible that the special fee established initially will not be applicable anymore, leading to an increase of the fee. The number of kilometers traveled throughout the performance of the Rental Agreement is the one indicated by the vehicle's odometer. In case of failure of the odometer caused by fraudulent actions and if the rental fee includes a limited mileage, Avis will invoice 1000 km per rental day to the applicable fee.

1.8.b. Supplements

Avis invoices certain additional expenses, which will be included in your rental agreement, only after a prior notification, if they are applicable in the relation with you:

Vehicle License Fee (VLF) – supplement included in the rental fee at the time of the rental/reservation, in amount of 4 EUR/day, as participation to the vehicle's registration costs;

Airport/premium location car pick-up surcharge – supplement included in the rental fee at the time of the rental/reservation, in fixed amount of 15% of the estimated cost of the rental;

Young driver surcharge - 7 EUR/rental day (maximum 10 chargeable days) in the case of drivers aged between 21 and 25;

Driver under 21 surcharge – 45 EUR/rental day, in the case of drivers aged between 18 and 21;

Beginner driver surcharge - 45 EUR/rental day (if the experience in driving a car is less than 1 year);

Senior driver surcharge – additional fee of 7 EUR/day (maximum 10 chargeable days) in the case of people aged over 70;

Border crossing surcharge – additional fee in amount of 30-990 EUR, applied in the case of travels outside the territory of Romania;

Additional driver surcharge – additional tax of 7 EUR/day, maximum 10 days/additional driver.

1.8.c. Rentals outside working hours

Certain car rental offices allow you to pick up or to return a car at hours which are not the normal working hours, and you will be offered assistance in doing so by an Avis agent. In this case, a 50 EUR fee will be charged. Please check to see if you have this option at the Avis rental office in your area or check with the Reservation department.

1.8.d. Optional equipment and services for Vehicles

For your comfort and safety, Avis provides the following additional equipment and services in exchange for paying the associated fees. Request the Avis agent to present the available equipment* and optional services, if you did not opt for them at the time of the reservation.

**It is possible that certain equipment will not be available at the rental point.*

The fees/rental day are those indicated in the reservation request or at the moment of the rental, if the requested equipment or services are not the object of the reservation. Before expressing your option for an additional

equipment or service, you must be informed of the applicable fees, the costs for replacing the equipment in case of loss/theft or deterioration, the terms and conditions of the optional services. Obtain information from your Avis rental agent, at the moment of the rental.

Optional equipment:

Child seat* - 6 EUR/day, maximum 60 EUR

GPS/ Wi-Fi unit – 5 EUR/day, maximum 30 EUR

Snow chains – 4 EUR/day, maximum 20 EUR

Diesel Engine Vehicle Option – 3 EUR/day, maximum 45 EUR.

**In Romania, children with a height of up to 135 cm can only be transported in vehicles equipped with driver and passenger safety systems, only if they are fastened or secured with a child restraint system installed in the vehicle.*

Optional services:

Avis Travel Partner. By purchasing the Avis Travel Partner service, you can benefit from:

Telephone translation services. Our operators can talk directly with your conversation partners in Romanian, sending your message correctly in the local language;

Assistance in case of loss/theft of personal property: identity documents, bank cards, electronic devices, luggage;

Addresses and contact details of restaurants, hotels, tourist attractions and medical institutions in Romania;

Real-time flight schedule information.

Vehicle delivery/pick-up in Romania. The service is on demand and it depends on the availability of the staff at the Avis rental office and the payment method. Requests for delivery and pick-up must be transmitted at least 24 hours in advance. Vehicles can be delivered during working hours, to the closest Avis rental office, if, at the moment of the reservation, you supplied evidence that you fulfill the rental conditions. In cities where there are Avis offices, the delivery and pick-up of the vehicle are made free of charge to/from any address within the city limits. In cities where there are no Avis offices, the delivery and pick-up of the vehicle will be made for a fee of 1 EUR/km (minimum 30 EUR) to/from your closest Avis office.

1.8.e. Loss/deterioration of accessories, documents and optional equipment

Safety kit: in case of loss (including theft) or serious deterioration of the safety kit's components, we will apply a fixed fee of 40 EUR to the rental agreement.

Optional equipment : you will be invoiced and become responsible for paying the replacement value in case of loss (including theft) or serious deterioration. The replacement values for optional equipment are available and can be presented at the rental office.

Keys: you will be invoiced and become responsible for paying the replacement value in case of loss (including theft). The replacement values of the keys are available and can be presented at the rental office.

Documents and license plates: you will be invoiced and become responsible for paying the replacement value in case of loss (including theft or serious deterioration). The replacement values are available and can be presented at the rental office. If you do not give over or refuse to supply the necessary documents and/or statements, we may charge additional damages equivalent to the prejudice suffered by Avis for the period in which the vehicle cannot be used commercially (until the duplicate documents and the new license plates are obtained).

1.8.f. Detailed cleaning fee

Avis applies an additional fee of 100 EUR if, upon the vehicle's return, a professional cleaning of the Vehicle is necessary:

1.8.g. Smoking fee

In all Avis vehicles, smoking is forbidden. Avis applies an additional tax in amount of 100 EUR, if the vehicle is returned with tobacco odor or residue.

1.8.h. Final cost

Everything that is not included explicitly in the estimated rental cost, namely any amount that is not paid by the Client at the end of the Contract, representing damages/costs/taxes/penalties imputable to you as a result of using the vehicle throughout the rental period shall make the object of a distinct invoicing, in particular: technical assistance for the vehicle 24/7 in cases of immobilization that are not covered by the technical assistance included for free and explicitly in the basic rental fee.

loss or theft of the vehicle, keys, vehicle documents, safety kit, other equipment and accessories.

loss and/or deterioration of the license plates.

Imputable damages in case of the vehicle's deterioration or damage throughout the rental period.

finances (traffic, parking, bridge tolls, etc.) and administrative taxes related to the processing and payment of fines, if applicable.

smoking fee, professional cleaning tax, any other tax or penalty mentioned explicitly and due if one of the situations that attracts the payment of the fee or of the respective penalty is ascertained.

Any imputable damage, tax or penalty expressed in a fixed value is applied and charged by us on the rental agreement when it is ascertained in your presence and/or at the date of the vehicle's return, there is a case/situation that attracts your financial responsibility in a determined and fixed value. Certain costs will not be able to be determined at the time of the vehicle's return, especially those related to significant damages or fines associated with your rental. In this final case, you will be notified and invoiced as soon as these costs are identified.

TAXES AND ADDITIONAL RATES CENTRALIZER

Name of tax/fee	Value (EUR)	Invoicing conditions	See

Fine administration fee	25	Administrative fee for processing/transmitting information for each offence. It is invoiced along with the value of the fine, if the latter was paid by AVIS. A client report is transmitted along with supporting documents.	1.5.g
Damage administration fee	30	Administrative services related to the damage file. It is usually invoiced along with the value of the damage and other costs borne for determining the damage. If the client does not witness the check of the Vehicle, a report will be sent, along with supporting documents.	1.6.e 1.7.b.
Pickup services fee	25 + parking cost	Pickup services in the case of returning the vehicle and/or abandoning it in another location than the one agreed upon in the contract. It is invoiced along with other effective costs borne by Avis. Client report/AVIS agent record of proceedings + supporting documents. In addition, dislocation taxes are applied according to Art. 1.6.b. if the Vehicle is within the territorial area of another rental office than the pickup one indicated in the agreement.	1.6.a. 1.6.b.
Detailed cleaning fee	100	Professional cleaning services if the Vehicle is returned excessively dirty. Client report and/or vehicle photographs at the moment of the vehicle's inspection by an AVIS agent.	1.8.f.
Smoking fee	100	If the vehicle is returned with tobacco scent or residues. Client report and/or record of proceedings concluded with the AVIS agent.	1.8.g.
Wrong fuel	1785	Imputable damage in the case of fueling the vehicle with another type of fuel. Client report/authorized service report.	1.5.b. 1.7.a.
Clutch deterioration	Repair estimate value	Imputable damage in case of deterioration of the clutch ensemble. Client report/finding and authorized repair shop estimate.	1.5.b. 1.7.a.
Missing accessories	Replacement value	In case of theft, loss or deterioration of keys, documents, license plates, equipment, additional accessories. Client report and/or record of proceedings concluded by the AVIS agent.	1.7.a. 1.8.e.
Missing safety kit	40	In case of theft, loss or deterioration of the safety kit or elements of it. Client report and/or record of proceedings concluded by the AVIS agent.	1.7.a. 1.8.e.
Vehicle faults (applicable protection services)	Max. EXCESS value	Imputable damages within the limit of the applicable maximum financial liability (depending on the additional protection services concluded upon the vehicle's pickup), in all cases in which the Vehicle is not returned in the same state (except for normal wear). Client report regarding cost matrix (where applicable) + supporting documents.	1.7.
Vehicle faults (inapplicable protection services)	Up to the value of the vehicle	Imputable damages in all cases in which the Vehicle is not returned in the same state (except for normal wear) if the damage/fault is not covered by an additional protection service (par. 1.7.a. – objective liability cases) or if these services are inapplicable following the breach of the rental conditions (par. 2.1.). Client report regarding the cost matrix (where applicable) + supporting documents.	1.7.
Vehicle/components theft (applicable protection services)	Max. EXCESS value	Imputable damages within the limit of the applicable maximum financial liability (depending on the additional protection services concluded upon the vehicle's pickup). Client report regarding cost matrix (where applicable) + supporting documents.	1.7.
Vehicle/components theft (inapplicable protection services)	Replacement value	Imputable damages within the limit of the applicable maximum financial liability if the theft of the Vehicle or its components is not covered by an additional protection service or if these services are inapplicable following the breach of the rental conditions (par. 2.1.). Client report regarding the cost matrix (where applicable) + supporting documents.	1.7.
Unauthorized driver	7/day + supplements (as the case may be)	Breach of authorized driver conditions. Penalty equal to the tax due for an additional driver for the entire duration of the rental, plus any applicable supplements, depending on the age and experience in car driving. Client report and/or record of proceedings concluded by the AVIS agent.	1.1. 1.5.b.
Border crossing supplement + travel	Max 990 EUR + 5 EUR/day	Supplement for driving outside the territory of Romania	1.5. a

daily fee			
Unauthorized border crossing	Max. 990 EUR	Breach of territorial validity conditions. Client report and/or record of proceedings concluded by the AVIS agent.	1.5.a. 1.5. b.
Forgotten personal items manipulation fee	50	Service tax. It is invoiced along with other costs borne according to the client's request (usually courier/transport costs).	1.5.a. 1.5. b.
Absence of fuel	Price/fuel indicated in the contract	If the Prepaid fuel option was not chosen and the tank was not filled up before returning the vehicle. Client report and/or record of proceedings concluded by the AVIS agent.	1.6. d.
Easy fuel	15	If the tank was not filled up before returning the Vehicle and you do not have a supporting document (solution 1) and you have driven less than 120 km throughout the rental.	1.6. d.
Odometer malfunction	Equivalent of 1000km/h	In case of fraudulent actions and if the rental fee includes a limited number of kilometers.	1.8. a.
Return outside working hours	50	In case of returning the vehicle outside the working hours, if the presence of an AVIS agent is requested.	1.8. c.
Intervention tax in case of Vehicle immobilization	50-180	*50 EUR if the immobilized vehicle is inside the limits of the cities of Bucharest, Craiova, Constana, Timioara or Cluj-Napoca The tax is applied in the case of technical assistance interventions not covered by the base rate or by the applicable protection services (RSN).	1.8.a. 2.3. e.
Vehicle immobilization damages	Applicable costs/fees depending on the situation that determined the immobilization	In case of the Vehicle's immobilization for solving specific situations, including the case in which the Vehicle is no longer usable and must be picked up, intervention costs are applied (fuel, the cost of solving the ascertained situation, the cost of replacing the keys, the cost for towing, other applicable costs and which can be determined at the moment of the intervention). If the immobilization took place following a wrong fueling or the clutch deterioration, damages for wrong fueling (1785 EUR) or clutch deterioration damages are applied additionally.	1.8.a. 2.3. e.



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2. INSURANCE AND ADDITIONAL PROTECTION SERVICES

Avis offers insurance and additional protection services meant to cover specific risks or, as the case may be, reduce or exclude your financial responsibility in case of imputable damages.

Read carefully the terms and conditions specific to the insurance and the additional protection services, in all cases in which they are included in your rental fee or you have opted for them at the time of the reservation or rental.

Pay attention and make sure you understand the covered risks, the maximum limits of incurring your financial responsibility in the case of a covered risk and which are the exclusion situations.

Request additional explanations from the rental agent, in case you need any clarifications.

The insurance and additional protection services are not valid outside the territory of Romania without a written approval from Avis and the payment of the associated supplements. The insurance and additional protection services outside Romania are subject to special conditions and fees.

Any insurance and/or additional protection service that is not included in the rental fee is presented and offered exclusively on demand.

2.1. Insurance and additional protection services validity

ATTENTION: if not explicitly expressed otherwise, the insurance and/or additional protection services are only applicable in the case of damages arisen as a result of a road accident, defined according to the legislation (see par. 1.5.e – *In case of accident*). In case of violation of the rental terms and conditions, especially regarding the rental period, the normal and prudent usage of the vehicle (see the list of examples of abnormal usages in par. 1.5.b.), territorial validity (par.1.5.a.), authorized drivers (par. 1.1.), the procedure in case of accident or theft and the necessary documents (par. 1.5.e. and 1.5.f.), insurances and additional protection services are inapplicable.

2.2. Insurance

2.2.a. Third party civil liability insurance (TPL)

TPL is mandatory, according to the legislation, and it is included in the rental fee. Third-party liability insurance (TPL) protects you from the financial consequences of bodily damage and/or other material damages that the authorized driver can cause to third parties, as a result of a road accident. **TPL does not include** :

bodily injuries suffered by the driver and/or passengers of the vehicle (especially in case of an accident);
damages caused to the vehicle /the theft of the vehicle;
damages caused to merchandise, objects and animals transported in the vehicle.

2.2.b. Accident protection for the persons in the vehicles (PAI)

PAI (Personal Accident Insurance) is a complementary insurance made available by an insurance company in Romania and intermediated by Avis Romania. **Covered risks** (authorized driver and passengers, within the limit of the seats mentioned by the manufacturer): bodily injuries and death, permanent disability, esthetic and functional consequences with a definitive character or traumas, burns or frostbite, temporary loss of labor capacity – hospitalization/medical leave (ambulatory treatment), emergency medical expenses, 24/7 medical assistance.

Conditions: PAI is accepted upon the conclusion of the rental agreement and is indicated in it; bodily injury and/or death are the result of a road accident (they were not caused by an intentional act); PAI insurance coverage is not cumulated with that of any other individual accident insurance or life insurance that the authorized driver or the passengers of the vehicle have concluded; for each insured person, the damages due for death or disability that result from the same accident are not cumulative; the reimbursement is conditioned by supplying the supporting documents for the expenses made.

The insured amount:

Personal accident insurance for road accidents	Insured amount - EUR	
	Driver	Passenger*
Death – due to car accident	25.000	12.500
Permanent disability – due to a road accident	Max. 50.000	Max. 25.000
Surgical interventions – due to a road accident	Max. 1.000	Max. 500
Hospitalization – due to a road accident	Max. 50/day	Max. 25/day

Hospitalization for a maximum of 180 days.

2.3. Additional protection services

By concluding additional protection services, **you reduce the amount of the maximum financial liability (called Responsibility)** applicable in case of damage(s) caused to the vehicle or in case of theft of the vehicle up to a maximum value indicated in the rental agreement (Rom. „*fransiza*”, Engl. „*excess*”). If you do not conclude such additional protection services, you are responsible for the damages that are imputable to you within the limit of the Responsibility without a concluded additional protection service.

Avis suggests 5 types of additional protection:

Risk	Proposed coverage	Abbreviation
Damage caused by a road accident	Reducing liability up to the maximum amount indicated in the rental agreement (excess)	Collision Damage Waiver (CDW)
Vehicle theft	Reducing liability up to the maximum amount indicated in the rental agreement (excess)	Theft Protection Coverage (TP)
Damage caused by a road accident and/or in case of vehicle theft.	Zero liability in case of road accident or theft.	Super Cover (SCDW)
Damage to the windshield caused by road incidents.	Zero responsibility in the case of windshield damage	(LI)
24/7 TECHNICAL ASSISTANCE for situations not covered by the basic rental fee.	Exemption from technical assistance expenses	Road Safety Network (RSN)

The following table groups: the prices in Euro for **liability without accepted protection services**, daily fee for additional protection services (if they are not included in the rental fee) and the suggested coverage (maximum amount to pay - excess), depending on the available car groups.

Auto group	Liability without accepted protection services	Collision Damage Waiver (CDW)*	Theft Protection Coverage (TP)*	Collision Damage Waiver + Theft Protection Coverage (CDW + TP)*	Liability if you accept CDW and TP
A	19 040.00	10.56	10.56	21.11	1 190.00
B	19 040.00	12.96	12.96	25.91	1 190.00
C	21 420.00	14.40	14.40	28.79	1 428.00
D	21 420.00	15.35	15.35	30.71	1 428.00

E	30 940.00	18.23	18.23	36.47	1 785.00
H	30 940.00	23.99	23.99	47.98	1 785.00
I	21 420.00	15.35	15.35	30.71	1 428.00
J	20 230.00	12.96	12.96	25.91	1 309.00
L	40 460.00	20.63	20.63	41.27	2 380.00
M	40 460.00	23.99	23.99	47.98	2 380.00
P	83 300.00	28.79	28.79	57.58	3 570.00

*Prices in euro per day of rental.

Auto group	Partial protection in case of damages from road accident or vehicle theft (SCDW)* 1-4 days/day <i>applies for a max. of 3 days</i>	Partial protection in case of damages from road accidents or vehicle theft (SCDW)* more than 5 days <i>applies for a max. of 16 days</i>	Liability if you accept SCDW	Zero liability in case of damages caused to the vehicle's windshield*	Roadside Safety Net*	Personal accident insurance for the people in the vehicle*	Full protection package* 1-4 days <i>applies for a max. of 3 days</i>	Full protection package* more than 5 days
A	20.00	12.00	357.00	5.00	4.00	6.00	35.00	27.00
B	20.00	12.00	357.00	5.00	4.00	6.00	35.00	27.00
C	22.00	14.00	476.00	5.00	4.00	6.00	37.00	29.00
D	22.00	14.00	476.00	5.00	4.00	6.00	37.00	29.00
E	30.00	21.00	714.00	9.00	4.00	6.00	49.00	40.00
H	36.00	27.00	714.00	9.00	4.00	6.00	55.00	46.00
I	29.00	20.00	476.00	9.00	4.00	6.00	48.00	39.00
J	20.00	12.00	476.00	5.00	4.00	6.00	35.00	27.00
L	49.00	36.00	833.00	9.00	4.00	15.00	77.00	64.00
M	49.00	36.00	833.00	9.00	4.00	6.00	68.00	55.00
P	70.00	44.00	1071.00	15.00	4.00	6.00	95.00	69.00

*Prices in euro per day of rental.

Auto group	Complete protection in case of damages from road accident or vehicle theft (SCDW)*, 1-4 days/day <i>applies for a max. of 3 days</i>	Complete protection in case of damages from road accidents or vehicle theft (SCDW)* more than 5 days <i>applies for a max. of 16 days</i>	Liability if you accept SCDW	Zero liability in case of damages caused to the vehicle's windshield*	Roadside Safety Net*	Personal accident insurance for the people in the vehicle*	Full protection package* 1-4 days, <i>applies for a maximum of 3 days</i>	Full protection package* more than 5 days
A	30.00	20.00	0.00	5.00	4.00	6.00	45.00	35.00
B	30.00	22.00	0.00	5.00	4.00	6.00	45.00	37.00
C	34.00	24.00	0.00	5.00	4.00	6.00	49.00	39.00
D	34.00	24.00	0.00	5.00	4.00	6.00	49.00	39.00
E	46.00	37.00	0.00	9.00	4.00	6.00	65.00	56.00
H	55.00	44.00	0.00	9.00	4.00	6.00	74.00	63.00
I	44.00	44.00	0.00	9.00	4.00	6.00	63.00	49.00
J	31.00	30.00	0.00	5.00	4.00	6.00	46.00	37.00
L	76.00	44.00	0.00	9.00	4.00	15.00	104.00	83.00

M	76.00	55.00	0.00	9.00	4.00	6.00	95.00	74.00
P	100.00	63.00	0.00	15.00	4.00	6.00	125.00	88.00

*Prices in euro per day of rental.

ATTENTION: If you decide to purchase additional protection products or insurances from an external supplier, you will still have to pay if the vehicle is deteriorated or stolen. In this sense, you must take the following steps:

- pay in full to Avis the amounts due for the damage or theft of the Vehicle up to the maximum liability agreed upon in the rental agreement with Avis.
- submit a claim for compensation to your external supplier. It is your responsibility to make sure you understand the terms of any cover you buy from an external provider and of any claim you make. Unfortunately, we are unable to help you with your claim.

2.3.a. Protection in case of road accident (CDW: Collision Damage Waiver)

CDW protection: in case of vehicle damage, as a result of a road accident, reducing the financial liability of the contract holder, to the amount of the reduced liability („*franqizā*”/”*excess*”) indicated in the rental agreement (see the definition of the road accident at par. 1.5.e).

CDW application conditions : This additional protection service must be concluded at the beginning of the rental and indicated in the Rental Agreement.

Exclusions : The contract holder is liable for the full payment of the damage, up to the full cost of the vehicle, to which the following are added: any expenses and costs related to the transportation and immobilization of the vehicle, other predictable losses and/or any prejudice caused to a third party, if the damage was produced in any of the following circumstances:

normal usage of the vehicle (see the list of examples in par. 1.5.b.);

the vehicle was driven, at the time when the damage was caused, by an unauthorized driver.

the damage was caused after the vehicle return date and time indicated in the rental agreement.

the damage was caused in a location outside the limits of the territorial validity.

the damage was caused in other circumstances (other than the road accident defined according to the legislation);

damage to the windshield and glass surfaces, damages inside the vehicle, damages to the sunroof and the rearview mirrors, as well as under the vehicle body, if they are not produced following a road accident.

ATTENTION: in case of damage to the vehicle as a result of a road accident, you must proceed according to par.

1.5.e. – *In case of accident*. Otherwise, CDW is not applicable.

2.3.b. Protection in case of vehicle theft (TPC: Theft Protection Coverage)

TPC protection : In case of vehicle theft, reducing the amount of the maximum financial liability (the Responsibility) applicable in case of vehicle theft, to the amount of the reduced liability („*franqizā*”/”*excess*”) indicated in the rental agreement.

TPC application conditions : This additional protection service must be concluded at the beginning of the rental and indicated in the Rental Agreement.

Exclusions : The contract holder is liable for the full payment of the amount representing the maximum financial liability (the Responsibility) applicable in case of vehicle theft, if you do not turn over, within a maximum of 48 hour from the date of the discovery of the theft: the record of proceedings regarding the complaint filing, the vehicle's key and its documents.

ATTENTION: In case of vehicle theft, you must proceed according to par. 1.5.f. – *In case of theft* . Otherwise, TPC is not applicable.

2.3.c. Full protection in case of road accident or vehicle theft (SCDW-Super Cover)

SCDW protection : In case of vehicle damage as a result of a road accident or in case of vehicle theft, reducing the financial responsibility of the contract holder to 0 (zero).

SCDW application conditions : This complementary additional protection service must be concluded at the beginning of the rental and indicated in the Rental Agreement. SCDW can only be concluded as a supplement to CDW and TPC.

Exclusions : Situations of exclusion and obligations in case of failure or theft mentioned for CDW and TPC are applicable for SCDW. Damages caused to the panoramic sunroof and rearview mirrors are covered by SCDW, if they are produced following a road accident.



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2.3.d. Protection in case of damages caused to the vehicle's windshield (LI)

LI protection : In case of windshield damage (scratches, nicks, breaks) as a result of a road incident, reducing the contract holder's financial responsibility to 0 (zero).

LI application conditions : This complementary additional protection service must be concluded at the beginning of the rental and indicated in the Rental Agreement.

Exclusions : LI does not reduce your financial responsibility with regard to other damage to the vehicle (especially the panoramic sunroof and rearview mirrors) or the vehicle's theft, for which you are liable in any case. LI does not

apply in the case of windshield damage produced outside public roads and/or other situations that are not the direct result of traveling on a public road (e.g. windshield damage caused during stopping or parking, hailstone, objects falling from a high place, avalanches, fire, vandalism, etc.)

2.3.e. Extended road assistance (RSN)

RSN (Roadside Safety Net) protection : exemption from payment of expenses for technical assistance granted to the Vehicle 24/7, exclusively on the territory of Romania and only if the immobilization of the vehicle took place on a road that is open to public circulation, for specific situations not covered by the basic rental fee, namely:

Flat tire. We intervene on site and replace the damaged tire with the spare tire or we ensure the vehicle's towing to the closest car service station;

Battery discharge following negligent use. We intervene on site and offer an assisted engine start;

Loss/deterioration of the key or locking the vehicle with the keys inside: We intervene for fixing the situation;

Lack of fuel or wrong fuel being used. We bring the necessary fuel for the vehicle to reach the closest gas station. In case the wrong fuel is used, the vehicle will be towed to the closest car service station;

RSN exclusively covers the cost of the intervention on site , but it does not cover the cost of fixing the ascertained situation, the imputable damages in case of wrong fuel being used (penalty 1785 EUR) , the deterioration of the clutch or the cost of replacing the vehicle's key.

RSN application conditions : This complementary additional protection service must be concluded at the beginning of the rental and indicated in the Rental Agreement. The intervention fee without RSN protection: 50 EUR if the immobilized car is inside the following cities: Bucharest, Craiova, Constana, Timioara, or Cluj Napoca, namely 180 EUR in all other cases of intervention on the territory of Romania.

Exclusions: Roadside Safety Net does not reduce your financial responsibility with regard to the consequences of the vehicle's immobilization, the repair expenses, parts replacement, damages to and/or theft of the vehicle, for which you are liable in any case.

3. GENERAL CONDITIONS

3.1. Confidentiality policy and personal data

Avis collects and processes your personal data in accordance with the provisions of EU Regulation no. 679/2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of such data, as well as any other applicable European or national regulations. The collection and processing of your data is made in accordance with **the terms of the confidentiality agreement – information note regarding the protection of your personal data** published on the website of Avis Romania. In this section, when we say “you”, we refer to: (i) the contract holder; (ii) additional drivers; (iii) any persons that make payments for rental.

By signing the Rental Agreement, you declare that you have read, understood and accepted the confidentiality policy and you grant us the explicit permission to use the personal information, within the limits allowed by the legislation. The person responsible for data protection within AVIROMS RENT A CAR S.R.L., Romanian legal entity with registered office in Bucharest, no. 51 Theodor Pallady Bd., 4th floor, district 3, having registration number: J40/10559/1994, RO5771120, can be contacted at the telephone number: 021/210.43.44, E-mail: dpo@avisbudget.ro. The competent public authority is the *National Supervisory Authority for Personal Data Processing* with registered office in no. 28-30 G-ral. Gheorghe Magheru Bd., district 1, postal code 010336, Bucharest, Romania, www.dataprotection.ro.

The purposes of personal data processing:

Providing the car rental services (registration of the rental reservation, conclusion of the rental contract, assistance services throughout the performance of the rental agreement, issuing fiscal documents);

Performing relevant checks regarding the driver's identity, safety, license and financial situation;

Maintaining and improving the administration and management of our services;

For transmitting information regarding similar goods and services that we believe might be of interest to you, if the law allows us to do so. You may choose to not receive such information, at any time, by contacting the Customer Relations Department or clicking the unsubscribe button in the e-mail you received;

In order to discover and prevent offences, as well as for reasons of safety for our vehicles, we may use electronic devices (GPS technology) that can monitor the vehicle's state, its efficiency and functioning, as well as the vehicle's movements. This information can be used during the rental period and at any time after that, if they are relevant regarding your obligations during the rental period and if the law allows us to do so.

Certain cars in the Avis fleet were manufactured or especially equipped with on board devices that allow the car's connection to the Internet (*connected car*). This allows us to transmit commands and receive certain information from the vehicle, including geolocation through GPS. If you are offered and accept to rent a connected car, personal data are processed in accordance with the Confidentiality Policy and the information note regarding personal data protection in the case of connected cars (*connected cars privacy addendum*);

Observing legal provisions;

Purposes of marketing/promotion/ Avis service quality evaluation (including by sending newsletter/text message type messages);

Solving complaints;

Issuing insurance certificates/resolution of damage claims certificates;

Issuing mandates for crossing the border;

Issuing letters for releasing the pre-authorized amounts blocked by bank entities.

The legal grounds for the collection and processing of concerned personal data for each of the purposes defined above may be: the legitimate interest of Avis; the Rental Agreement that the concerned person is part of; the concerned person's consent; a legal obligation.

Recipients of the personal data. In the processing and storage procedure, personal data might be transferred, depending on necessity, to the following categories of recipients: State authorities (including fiscal authorities); Suppliers involved directly/indirectly in the rental process (for example, providers of IT services, providers of invoicing services, providers of marketing services, newsletter, client satisfaction evaluation); Insurance companies; Car leasing companies; Bank institutions that issued the payment methods used by the concerned person; the Avis Budget group.

The transfer of data outside the country. Within specific operational processes, Avis stores the collected personal data on the servers of the Avis Budget group, situated geographically outside of Romania.

Period for the storage of data. The personal data shall be kept for a time period mentioned in the specific legal provisions and as much as necessary for the purposes mentioned above.

The rights of the persons concerned. The persons concerned, whose data are collected by Avis, have the following rights, according to the legislation in the field: The right to request Avis, with regard to the personal data regarding the person concerned, access to such data, their rectification or deletion or the restriction of the processing or the right to oppose the processing, as well as the right to the portability of the data; The right to withdraw consent at any moment, without affecting the legality of the processing made based on the consent given before its withdrawal; The right to file a complaint before the National Supervisory Authority for Personal Data Processing.

3.2. Extension, termination and severance of the rental agreement

The terms of the extension or anticipated termination of the rental agreement can only be determined with the approval of Avis. The intention to extend the rental agreement is communicated to Avis at least 24 hours before the expiration of the contract.

The contract is rightfully terminated at the end of the rental period or before the initial term, through the agreement of the parties or as a result of unilateral termination, if any of the parties fails to perform or inadequately performs its main obligations undertaken in the agreement.

The termination of the agreement is rightfully effective, without the intervention of the court of law, without default notice or the performance of any additional formalities from the moment when the termination notification is sent, through any of the following means: **by telephone** (text message or any other form of electronic mail *from* and *to* the contact numbers supplied at the conclusion of the contract); **electronic mail** *from and to* the e-mail addresses supplied at the conclusion of the contract; **postal or courier services** to the addresses indicated upon the conclusion of the contract.

If the payer of the rental is a legal entity, according to specific conventions, the termination notification is transmitted both to the contract holder and to the legal person.

Both in the case of the Rental Agreement's premature termination and in the case of unilateral termination, the contract holder has the obligation to return the vehicle within **12 hours** from the moment of the termination through mutual agreement or from the moment when the termination notification was sent. Otherwise, you are responsible for all actions, costs, claims and prejudice derived from Avis regaining possession of the vehicle.

Regardless of the moment or cause of the contract's termination, you are liable before Avis for all imputable damages and financial consequences related to the use of the Vehicle throughout the rental period. If the termination takes place as a non-observance by Avis of an essential obligation, Avis's liability is limited to the value of the estimated cost of the rental.

3.3 Competence clause. Litigations.

Any dispute arisen from the Rental Agreement and which could not be solved through mutual consent or following a resolution issued by a conciliation organism shall be solved by the competent courts in Bucharest, Romania.

Based on the rental contract signed by you and the issued invoices, Avis shall initiate a court procedure in view of obtaining an enforceable title, through simplified procedures regarding the payment claim procedure or, as the case may be, of common-law procedures, in all cases in which more than 4 months have passed from the date of the invoice's due date or it may assign the tracing, collection and, as the case may be, the enforcement of judgment on the due amounts to legal entities that specialize in debt recovery. In all cases, you will be responsible for paying any associated costs in view of recovering the debt (stamp duty, lawyers' fees, enforcement expenses).



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3.4. Contractual liability

The contract holder exercises the legal safeguard of the vehicle and, based on explicit contractual clauses/insurances/additional protection services regarding the limitation or exemption of financial responsibility, your liability is incurred in all situations, except for cases of force majeure.

The contract holder is responsible for observing all contractual obligations, as well as the payment of all invoices issued according to the contract, and authorizes Avis to retain, trace and charge any amounts due in accordance with the issued invoices, from the eligible card used upon the conclusion of the rental agreement, if the owed amounts were not paid through another payment method.

In case of non-payment/delayed payment, unjustified payment refusal, absence or withdrawal of the necessary funds from the eligible card, for the payment of the invoices issued in accordance with the agreement, the contract holder owes default penalties equal to the reference interest of NBR plus four percent, until the full recovery of the due amount.

The contract holder understands that, including in the case that the contract holder is a legal entity, its liability is personal with regard to the observance of the rental terms and conditions and solidary with regard to any payment

obligation in accordance with the rental agreement. In this case, Avis may proceed to trace and collect any amounts due from the contract holder and/or from the legal entity, whichever it may choose.

3.5 Convention with regard to the evidence. Miscellaneous

The image of the Rental Agreement and other contractual documents is stored on a medium that is unalterable from a physical point of view. You and Avis agree that this image will have the legal value of an original document. You agree that, in the contractual relation with the service provider, you will use both the handwritten signature on paper and the electronic one and that the latter produces the same legal effect as the handwritten signature on paper.

In case of dispute, you agree and authorize us to use, within the conciliation procedures, the procedures initiated by a public authority, jurisdictional procedures or activities for debt recovery through specialized entities, any document or communication related to your rental, transmitted or received through any of the following means:

by telephone (text message or any other form of messages from and to the contact numbers supplied upon the conclusion of the contract);

electronic mail from and to the e-mail address supplied upon the conclusion of the contract;

post or courier services at the addresses indicated upon the conclusion of the contract.

In case of dispute, the contract holder cannot suspend his payment obligations or any other contractual obligations and cannot invoke any retention right, in the absence of a suspension court order. If any violation of the present contract is or becomes void or inapplicable, all the other provisions remain in effect.



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