



The ultimate cheat sheet for booking car rental

If you're lucky enough to be going on holiday abroad this summer then you may also be considering booking a [car rental](#)? If so, be warned, many consumers encounter a hell of a lot of roadbumps before, during, and after renting a vehicle abroad.

Although booking car rental online certainly provides consumers with lots of convenience, choice, and value, [it is also one of the areas of consumer complaint that ECC Ireland hears a lot about](#). Consumers are often caught out by the terms and conditions, what is/is not included, the deposit, alleged damage, extra charges and all sorts of other problems. This is compounded by the fact that there is no industry specific legislation to protect consumers if they have problems with their car rental.

They say that 'prevention is better than cure'. So, with that in mind we will be looking at ways you can protect yourself a bit better when you're looking for your ideal car rental online, before you've hit the purchase button thereby locking yourself into a contract that may not be the best option.

Read on to find out more!



Intermediary sites versus car rental provider sites – What’s the difference and how could this affect your booking?

Unless you’re a regular car renter with a ‘go-to’ favourite car rental provider, the usual first step for most people before booking car rental for their holidays is to do an internet search for ‘car rental’, ‘car hire’, ‘renting a car’ or various keywords like that and see what pops up on screen. You get loads of choice usually made up of price comparison sites and the actual websites of different car rental traders. The former acts as a sort of marketplace allowing consumers to see what vehicles and prices are being offered by a range of different car rental providers. For the sake of simplicity here, we are going to refer to these car comparison sites as intermediary sites.

If you are making the booking through one of these intermediary sites then it’s very important that you know who your contract is with and what terms and conditions apply. Essentially there’s three parties involved in this scenario: 1) you (the consumer), 2) the intermediary site, and 3) the car rental company that will be providing the vehicle when you arrive at your destination. If something goes wrong then different terms and conditions could apply, depending on what the issue is.

For example, if you’re disputing a charge for alleged damage or the withholding of your deposit then the complaint is with the car rental provider (party No. 3). However, if there was say a glitch with the intermediary website and as a result this caused a problem with the booking or it did not provide the total cost or left out other basic information then the complaint is with this trader (party No. 2). If you are booking directly through the website of the car rental provider, and not using an intermediary website, then of course the situation is much more straight forward – the contract is with you and this trader only.



Top tip: If you’re not sure what type of website you are using, who the trader is, and what type of contract it is, then it is vital that you read the terms and conditions. This often wordy text can usually be found by scrolling down towards the bottom of the site and it is often referred to as ‘General Business Terms’ or ‘Terms of service’. You could also look for ‘Frequently Asked Questions’ or ‘Requirements’.

Here’s an example of one intermediary site that gives information on where it is based, who the contract is with and also when the T&Cs of the car rental provider apply – of course, for legal reasons, we had to make it anonymous but hopefully it will give you an idea.

INFORMATION ABOUT US

This booking engine is operated by [REDACTED] registered company trading as [REDACTED] (“[REDACTED]”, “we”, “us” or “our”). We are registered in [REDACTED] and have our registered office at [REDACTED] [REDACTED] which is also our main trading address. [REDACTED]’s contact details are included on the Voucher or available from [www.\[REDACTED\].com](http://www.[REDACTED].com).

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What does the rental include and are there any requirements?

Another issue that comes up a lot is consumers being caught out by the fuel policy. They may also have thought other things were included like a particular type of cover and free cancellation or they didn't know what the deposit requirements were. It is vital that when you are selecting your vehicle that you double check what is/is not included, what are the terms and if there are extra charges that apply. Remember, if you're using an intermediary site then check the various policies, coverage and inclusions on both this trader's site and those of the car rental providers.

Fuel policy – full/full or full/empty?

For the benefit of the uninitiated, there are different types of fuel policies that may apply to your booking. The most popular tends to be full-to-full, where you get a full tank of fuel in the rental vehicle upon pick up but you also have to return it full. There is also the option of picking the vehicle up full and returning it empty (full-to-empty). It's always recommended to check what policy applies, how it is applied and if there are any charges or requirements.



Top tip: You should take into account that selecting full-to-empty may not be the best option – you may have to pay for the full tank at pick up but if you're not going to use all that fuel this wouldn't be the most economical choice. By selecting full-to-full you may have to pay a deposit, which is blocked on your card, but it should be returned to you once you've refilled the tank before drop off, so you only pay for what you use.

When you put in your dates you usually get a list of available vehicles and the car rental providers. The fuel policy and other information should be available here – you may have to hover the cursor over a particular area for extra info to appear. Sometimes, particularly when researching directly on the car rental provider's site, you may have to click links like 'rate inclusions & exclusions' or go to the terms and conditions for this information. Or it could bit a bit of both!

For example, this intermediary site provides information about the fuel policy which seems very straight forward and enticing as it says 'you'll pay no fuel fees at all'. However, to the left of the 'full to full' there is a link titled 'important information' (next to the logo of the car rental provider). If you click on this link you are given extra details such as the requirement to leave a deposit to cover the cost of the fuel and that this amount will be blocked on your credit card. Will you have enough funds on the card to cover this?

Opel Corsa or Similar Top seller

This car is likely to sell out soon!

4 Seats | 4 Doors
1 Large bag | 1 Small bag
Air Conditioning | Manual gearbox

Economy

Price for 7 days: ~~55,73 €~~
49,77 €
✓ Free Cancellation

Social Offer:

The fuel tank will be full or part-full when you pick the car up. Just replace the fuel you've used before you drop it off and you'll pay no fuel fees at all.

Important information

7.9 Very good (10000+ reviews)

Full to Full

Mileage: 630 km per rental

Alicante Airport In Terminal

Showing for FREE:

- ✓ Cancellation
- ✓ Amendments
- ✓ Theft Protection
- ✓ Collision Damage Waiver

Book Now

Save for later

Cancellation, cover, and other included features of the booking?

Details of the cancellation policy and other characteristics of the booking should also be provided when you're choosing your vehicle and before the contract is formed. For example, this particular intermediary site has listed the items that are 'included for free'. These are: Collision damage waiver, theft protection, third party liability, cancellation, and amendments. When you hover the cursor over these items you are given more information. So, for the cancellation policy you are told that there is free cancellation up to 24 hours before your pick-up.

The screenshot displays a car rental booking page for a Peugeot 208. The car is listed as 'Economy' and has a price of €27.00 for 8 days. A dropdown menu is open over the 'Included for free' section, showing the following items: 'Free Shuttle Bus', 'Free cancellation up to 24 hours before your pick-up', 'Third Party Liability', 'Cancellation', and 'Amendments'. Other features include 'Pre-Purchase (partial refund)', 'Mileage allowance: Limited', and a 'Select' button. The car is also shown to have 5 seats, manual transmission, and air conditioning. A 'Very good' rating of 7.8 is visible, along with an 'Important information' button and an 'Email Quote' button.

How much is the deposit, when will it be returned, and what can affect it?

Another area that causes a lot of trouble for consumers is deposits. Yes, to rent a car you often have to fork out a hefty sum - sometimes as much as €5,000 - which is usually blocked on your credit card. Now, that you've recovered from the shock of that mini revelation, let's talk about what you need to know.

If using an intermediary site there may be an option provided to click 'important information' or a similar term and so deposit requirements should be contained here. When booking directly through the car rental provider you may have to go to the terms of conditions to find this information. It's very important that you do your research thoroughly here as it will hopefully save you from a big shock later.



Top tip: If using an intermediary site, it is always recommended to not only check the deposit requirements provided here but also check the car rental provider's T&Cs. The location of the pick-up may also mean that different T&Cs apply and the car rental could be subject to extra charges.

Some of the problems consumers experience include:

- Not knowing what the deposit amount is, or the amount stated on the intermediary site is different to that of the car rental provider.
- The consumer doesn't realise that this amount could be blocked on your card for a long time. Are you okay with amounts of €1,000 or more being withheld for up to a month? If not, then perhaps look elsewhere for deposit requirements that better suit your situation.
- Problems with credit card requirements – Consumers may book the car rental using their debit card but are then surprised when they cannot receive the rental if they don't provide a credit card. Some rental companies may require two credit cards to be provided or they may require the credit card to be in the main driver's name (even if the booking was made with a debit card).

If there's a collision, damage caused or theft, what happens then?

First of all, it's probably good to familiarise yourself with certain terms that crop up when you're booking car rental.

- **Collision damage waiver (CDW)** – This limits how much a car hire company can claim from you for repairing certain parts of the rental car if it's damaged. In many countries, it is a legal requirement to have CDW insurance in the basic car rental price.
- **Theft protection or theft waiver** – This covers part of the cost for replacing a rental car that has been stolen. It also covers repair if the car is damaged when someone attempts to steal it. It does not cover anything inside the car.
- **Third party liability** – This is the insurance that pays out on your behalf if you hurt someone or damage someone else's property with your car rental.
- **Loss Damage Waiver** – This combines Collision Damage Waiver and theft protection.
- **Excess** - Every car hire has it's own versions of cover but they always involve you paying some sort of excess. What that amount is varies. Please note – the excess can be limited to €0 by taking out additional cover at an extra charge. You may choose to take additional cover provided by the car rental company or by a third party (see below).

When you're researching your car rental it should be shown what is/is not included. Depending on whether you're using an intermediary site or a car rental provider's website this can be shown in different ways. Inclusions may be listed beside the picture of the car or as the below example of one car rental provider's website shows, it was provided after selecting the car and down at the bottom of the rental options page (you'd have to go to the terms and conditions below that again to find out what this actually involves).



Get excess cover from the car rental provider or from a third party?

This is an issue that seems to cause a lot of confusion and problems for consumers that we hear from. As already stated, with all car hire there is an excess involved if something happens – fact! So, the question is: Do you want to take out excess cover so that you don't run the risk of paying out sums as big as €3,000 or more? If the answer is yes, well then the next question is: Do you want to get the cover provided by the car rental provider or by a third party? Either is fine – the choice is really up to you. There are a number of Irish insurance companies that provide full cover (CDW, theft, and excess cover) on an annual policy or once-off basis. If a car is damaged and an excess is charged, then the consumer can use the third party cover to recover the cost incurred. While third party cover is often a lot cheaper, there is a downside too – the car rental provider is not obliged to recognise it and if this is the case with your rental then you'll probably be asked to leave a deposit.



Warning: There have been reports from consumers that staff at some car rental provider desks have tried, sometimes aggressively, to convince consumers to buy the company's own excess cover because third party won't work. Just remember, you don't have to buy their cover so don't let yourself be pressurised. However, if you decide to stick to your guns and only use the third party then you will have to provide some sort of pre-authorisation to block money on your card. But, you don't have to pay for both, if you don't want to.

Also, be careful when you're signing rental agreements. There have been reports of consumers not realising that they have agreed to pay for additional insurance when they didn't intend to. If this happens, it can lead to difficulties obtaining a refund later.

General tips for booking car rental:

- Take screenshots of the booking process just in case you need proof further down the line if things go wrong.
- It cannot be stressed enough how important it is to read the terms and conditions. However, it can be very difficult to scan through all that text for the relevant information. You can search for a particular word like 'deposit' or 'fuel policy' by holding the Ctrl keyboard key and pressing F (for Mac it's Command + F). This will make it a little bit easier.
- If you're unsure about any charges, particularly in relation to insurance charges and deposits, it is best to contact the company (intermediary site trader and/or the car rental provider trader) for clarification before booking the car.
- Sometimes, not all the charges will need to be paid when you book – some may only be payable when you pick up the car. However, the total payable amount should be clear.
- Always check the cost of extras that you may need during your rental such as a child's car seat, additional driver, extra insurance, or a sat nav.
- Make sure you know what is included in the final price and what is not. Pay close attention to the airport and other location related surcharges. For example, if you're booking a one-way rental, the premium for this service won't always be included in the quoted price so check what the additional cost is before booking.
- Ask yourself if you need an international driver's permit for the country you are renting a car in. Do you need to be over a certain age – it's usually over 21 but some car rental companies may charge a surcharge for drivers under 25.
- Before booking, it may be helpful to familiarise yourself with the [European Car Rental Conciliation Service](#) (ECRCS). The ECRCS helps customers with unresolved complaints concerning cross-border vehicle rentals within Europe and [there are a number of car rental traders who subscribe to this scheme and are therefore bound by the decision reached by this conciliation service](#). This is important to take account of given that there is no industry specific legislation.
- Of course, if you have a consumer dispute with a trader (intermediary or car rental provider) based in another EU/EEA country then you can also [contact us](#) here at ECC Ireland for free advice and assistance (if required).

Consumer success story of the month:

An Irish consumer rented a car for his holidays in Portugal via an intermediary marketplace website. When the consumer picked up the car from the car rental provider at the site he pointed out pre-

existing damage to the alloy wheel which was then noted on the check-out sheet. The consumer returned the car after rental thinking there would be no further problems, however, he subsequently discovered that he had been charged for the damage to the alloy wheel and had also not been refunded for fuel. The total charges came to €772.28. The trader failed to correspond with the consumer any further on this matter and the consumer was not provided with an invoice for the repair costs for the rental vehicle. ECC Ireland got in touch with colleagues at ECC Portugal who contacted the trader on the consumer's behalf. As a result, the consumer received a full refund from the trader.

Consumer query of the month:

Q: I was trying to book holiday online at the advertised price but when I went from one page to another during the booking process the price jumped up for no reason. I admit I may have overlooked this change at the time of booking and only noticed the change when I received the order confirmation. However, when I went to replicate the booking the following day, to see what it would do, the price jumped up again to the same higher price than initially advertised. I contacted the trader over the phone to ask about this discrepancy, but they just stated that it was due to a change in price by the airline. I feel that this doesn't sufficiently explain why this error is still occurring on the website. What are my rights?

A: [The Consumer Rights Directive 2011/83/EU](#) states that the total price must be given before the contract is concluded. In addition, under the [Air Services Regulation](#) the published price shall include the fare and all applicable taxes, charges, surcharges, and fees which are unavoidable and foreseeable at the time of publication. So, if you book a flight online, the final price must be available from the initial page enabling you to compare prices across airlines and make an informed choice. However, if you book a flight on a third-party website and the airline increases its prices, usually prices are not changed while the booking is being made, but rather the booking cannot be completed, or the consumer later receives a notification that the price has changed before the booking could be confirmed with the airline. Changes in pricing can sometimes also occur due to extra credit card charges or a booking fee that's not disclosed until the final payment page.

In this case, despite the change in pricing, the trader did provide the full price (considering the change) prior to the order being confirmed. Therefore, it would be difficult to request the difference in the price. However, it is advisable to check the relevant terms in case the booking can still be cancelled without penalty.

If you want more information about this or any other cross-border consumer issue, please contact us on 01 8797 620 or go to www.eccireland.ie. You can also follow us on [Twitter](#).

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The European Consumer Centre is part of the European Consumer Centres Network (ECC-Net), which covers 30 countries (all EU countries plus Norway and Iceland), and offers a free and confidential information and advice service to the public on their rights as consumers, assisting customers with cross-border disputes. ECC Ireland is funded by the European Commission and the Competition and Consumer Protection Commission.

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