



Welcome to Sicily by Car Europe

Bienvenido a Sicily by Car Europe

Bienvenue à Sicily by Car Europe

Willkommen bei Sicily by Car Europe

Benvenuto a Sicily by Car Europe

In this document you will find all the information you need to ensure your rental goes as smoothly as possible. We want you to have no doubts about the legal practices of the vehicle rental market.

If you have any questions, please contact us using the methods below:

En este documento encontrará toda la información necesaria para que su alquiler se desarrolle sin contratiempos. Queremos que no tenga ninguna duda sobre las prácticas legales del mercado de alquiler de vehículos.

Si tiene alguna pregunta, póngase en contacto con nosotros a través de los métodos que se indican a continuación:

Sicily by Car Alicante

Carretera Torrellano Aeropuerto CV 852 km 1.5
03320 Alicante
+34 965 509 966
alicante.apt@sbciberia.com

Sicily by Car Lisbon

Avenida Severiano Falcão 2
2685-378 Prior Velho
+351 210 944 974
lisbon.apt@sbciberia.com

Sicily by Car Palma de Mallorca

Carretera de Son Sastre 8
07007 Llevant
+34 971 329 518
palma.apt@sbciberia.com

Sicily by Car Lisbon Downtown

Av. António Augusto de Aguiar 30B
1050-016 Lisboa
+351 912 901 236
lisbon.downtown@sbciberia.com

Sicily by Car Ibiza

Aeropuerto Ibiza
07817 Ibiza
+34 684 795 990
ibiza.apt@sbciberia.com

Sicily by Car Porto

Rua do Pinhal 267
4470-640 Maia
+351 223 177 791
porto.apt@sbciberia.com

Sicily by Car Valencia

Aeropuerto Valencia
46940 Manises, Valencia
+34 960 600 008
valencia.apt@sbciberia.com

Content

	Page
<u>Condiciones Generales</u>	3
<u>General Conditions</u>	17
<u>Rental Information SbC Alicante / Valencia / Palma</u>	31
<u>Rental Information SbC Ibiza</u>	46

CONTRATO DE ALQUILER DE VEHÍCULO

Condiciones Generales

1. OBJETO

El presente Contrato de Alquiler de Vehículo sin conductor se celebra entre SICILY BY CAR SPAIN, S.L. (en adelante, "SBC") y el Cliente identificado en las Condiciones Particulares (en adelante, el "Cliente"), y se rige por las siguientes Condiciones Generales y las Condiciones Particulares precedentes:

2. ENTREGA Y DEVOLUCIÓN DEL VEHÍCULO

2.1. El presente Contrato es válido por el período indicado en las Condiciones Particulares, comenzando en la fecha y hora de entrega del Vehículo al Cliente y finalizando en la fecha y hora de devolución del Vehículo a la Empresa de Alquiler.

2.2. El Vehículo se alquila en buen estado de funcionamiento y limpieza, sin defectos aparentes distintos de los descritos en el documento "Entrega/Devolución del Vehículo", verificado conjuntamente por el Cliente y el empleado de SBC, el cual forma parte integrante del presente contrato y se incorpora al mismo a todos los efectos.

2.3. El Cliente se compromete a devolver el Vehículo en el mismo estado en que fue entregado, incluyendo los respectivos documentos, accesorios, piezas de repuesto y equipamiento, así como en un estado de limpieza que permita su inspección en el momento de la devolución.

2.4. Si el Cliente utiliza el Vehículo para fines distintos de los previstos en el presente Contrato o en violación de la ley, en particular del Código de Circulación y Seguridad Vial español, SBC podrá resolver inmediatamente el Contrato. El Cliente deberá devolver el Vehículo al lugar indicado en las Condiciones Particulares dentro de las 24 horas siguientes a la recepción de la notificación de resolución. SBC podrá recuperar inmediatamente el vehículo con la asistencia de las fuerzas del orden, a cargo del Cliente.

2.5. Cualquier prórroga del período de alquiler o modificación de las condiciones del Contrato requerirá un acuerdo por escrito entre ambas partes, que constituirá una Modificación Contractual. El Cliente será responsable de los costes derivados de la modificación del Contrato.

2.6. El Vehículo deberá ser devuelto a un representante de SBC en la fecha acordada y en el lugar especificado al inicio del contrato de alquiler, dentro del horario comercial, con una revisión conjunta de "Entrega/Devolución del Vehículo". SBC ofrece al Cliente un servicio de entrega y devolución de vehículos fuera del horario comercial, sujeto a un cargo por servicio indicado en la lista de precios

disponible en todas las sucursales de SBC y en el sitio web www.sbciberia.com
1 Real Decreto Legislativo 6/2015, de 30 de octubre, por el que se aprueba el texto refundido de la Ley sobre Tráfico, Circulación de Vehículos a Motor y Seguridad Vial.

2.7. Si el Cliente no devuelve el vehículo en la fecha y hora acordadas, será responsable de abonar a SBC el retraso en la devolución del vehículo (con una tolerancia de 59 minutos respecto a la hora prevista de devolución) y, por cada día de retraso, una compensación equivalente a la tarifa diaria vigente en la fecha prevista de devolución para el grupo de Vehículo alquilado, más los importes correspondientes a todos los servicios y/o extras contratados y/o aplicados al inicio del alquiler.

2.8. En caso de daños en el vehículo o de falta de piezas/accesorios/documentos en el momento de la devolución, o si el vehículo requiere una limpieza especial, SBC cobrará la reparación de los daños o la reposición de los elementos faltantes, así como la limpieza/lavado adicional, de acuerdo con la lista de precios disponible para consulta en todas las sucursales de SBC o en www.sbciberia.com.

2.9. SBC no será responsable por pérdidas/robos/daños de bienes materiales, pertenencias personales o mercancías dejadas en el Vehículo durante o después del período de alquiler.

3. CONDICIONES DE USO

3.1. El arrendatario y todos los conductores autorizados deberán presentar un permiso de conducir expedido con una antigüedad mínima de un año y un documento de identidad válido, pasaporte o documento nacional de identidad. No se aceptan copias de documentos, permisos de conducir digitales (salvo los expedidos por la entidad española DGT, en cuyo caso el cliente deberá mostrar al operador su permiso de conducir a través de la aplicación de la DGT en su teléfono móvil), permisos de aprendizaje ni permisos de conducir con restricciones.

Tenga en cuenta que, si no dispone de un permiso de conducir europeo, deberá presentar además un permiso de conducir internacional. Los permisos de conducir redactados en alfabetos no latinos deberán ir acompañados de un permiso de conducir internacional.

3.2. La edad mínima para alquilar un vehículo es de 18 o 25 años, dependiendo de la categoría específica del vehículo seleccionado. Todos los conductores deberán haber sido titulares de un permiso de conducir válido durante al menos un año. Tenga en cuenta que se aplicará un recargo por Conductor Joven a todos los conductores menores de 25 años (normalmente entre 18 y 24 años inclusive).

3.3. Para los vehículos pertenecientes a los grupos HA/HSA/HSAP/JWA/LSA/M/MA/PA, el conductor deberá tener 25 años de edad.

3.4. Para todos los grupos de vehículos, la edad máxima permitida es de 82 años.

3.5. Durante el período de alquiler, el Cliente deberá cuidar el Vehículo y utilizarlo de manera segura, legal y adecuada, prestando atención al nivel de aceite, agua y presión de los neumáticos, asegurándose de que, siempre que el Vehículo no esté en uso, quede estacionado en un lugar seguro y cerrado con llave, y de que no queden visibles desde el exterior objetos que puedan provocar robo, hurto o daños al Vehículo.

3.6. Todos los vehículos se entregan normalmente con el depósito lleno de combustible. Si el vehículo se devuelve sin haber sido repostado completamente, se aplicará un recargo por repostaje. Asimismo, se cobrará al Cliente el combustible faltante, calculado al precio de mercado vigente por litro en el momento de la devolución. Si el depósito no está lleno, el Cliente está autorizado a devolverlo con el mismo nivel de combustible existente al inicio del alquiler. El personal de mostrador bloqueará un depósito en la tarjeta de crédito del Cliente como garantía.

3.7. En relación con el vehículo, sus herramientas, piezas, componentes y documentación, el Cliente tiene prohibido realizar los siguientes actos: subarrendar, prestar, transferir, vender, gravar, pignorar, modificar o colocar publicidad.

3.8. El Cliente se compromete a no utilizar ni permitir el uso del Vehículo para:

a) transportar pasajeros o mercancías en violación de las leyes y normativas aplicables.

b) transportar pasajeros a cambio de una remuneración expresa o tácitamente acordada.

c) participar en eventos deportivos o entrenamientos, oficiales o no.

d) ser conducido por una persona bajo los efectos del alcohol, drogas o cualquier otra sustancia que reduzca directa o indirectamente su capacidad de percepción y reacción.

e) los vehículos de SBC NO pueden trasladarse a la isla de Formentera.

f) circular por lugares no aptos para el tránsito público, tales como playas, circuitos, caminos forestales, vías privadas, caminos de tierra, carreteras de grava o vías/caminos no adecuados para el tráfico de vehículos a motor, independientemente de la ausencia de señalización o indicaciones tecnológicas (por ejemplo, GPS).

g) actuar con negligencia respecto a la información proporcionada en

el panel de instrumentos o las señales de advertencia del vehículo alquilado, que el Cliente reconoce en el momento de firmar el Contrato de Alquiler.

h) circular por carreteras no asfaltadas o por carreteras asfaltadas con defectos graves que puedan causar daños en los bajos del vehículo.

i) fumar en el interior del vehículo.

4. RESPONSABILIDADES Y CARGOS DEL CLIENTE

4.1. El Cliente es responsable de pagar el precio del alquiler, determinado según la tarifa vigente para la categoría de vehículo seleccionada. El pago deberá realizarse con la tarjeta de crédito o débito del conductor autorizado; no se aceptan pagos en efectivo.

4.2. Las tarifas incluyen kilometraje ilimitado (salvo indicación en contrario), Cobertura por Daños por Colisión (CDW), Protección contra Robo, Responsabilidad Civil frente a Terceros (TPL), Asistencia en Carretera, IVA, preparación del vehículo y gastos de matriculación.

4.3. La Tarifa por Ubicación Premium (recogidas en aeropuertos) no está incluida en la tarifa y equivale al 13 % de cualquier extra contratado en el momento de la recogida.

4.4. El Cliente será el único conductor del vehículo alquilado, salvo que se indique un conductor adicional en el contrato de alquiler o se adjunte al mismo, lo cual implicará el pago del recargo indicado en la lista de precios disponible en todos los mostradores de SBC o en <https://www.sbciberia.com>.

En este caso, el Cliente es responsable de garantizar el cumplimiento de estas Condiciones Generales por cualquier conductor adicional o cualquier pasajero autorizado por el Cliente a viajar en el vehículo. El Cliente también será responsable de cualquier coste o cargo que incurra SBC como consecuencia del incumplimiento de estas Condiciones Generales por parte de un conductor adicional o pasajero.

4.5. Además de otras obligaciones establecidas en este Contrato de Alquiler, el Cliente está obligado a:

a) Pagar el precio del alquiler del Vehículo según las tarifas aplicables o las previamente acordadas.

b) Pagar los importes relacionados con el depósito/exceso debido por el alquiler, de acuerdo con la tarifa vigente en el momento del alquiler.

c) Pagar los servicios opcionales y/o extras contratados por el Cliente y descritos en las Condiciones Particulares de este Contrato, incluyendo la tarifa diaria por el uso del servicio de peajes, según la lista de precios.

d) No intercambiar piezas ni ningún componente y/o accesorio del Vehículo.

e) Devolver el Vehículo con el interior en un estado de limpieza similar al de la entrega. El incumplimiento de esta obligación dará lugar al cobro del extra de "Limpieza Especial", según se indica en la lista de precios.

f) Pagar los costes derivados por SBC para la eliminación de combustible incorrecto en el Vehículo, así como cualquier reparación resultante de un repostaje incorrecto, según lo previsto en la lista de precios.

g) Pagar los costes de emisión de la documentación del Vehículo, en caso de robo o pérdida por parte del Cliente, más la tarifa administrativa, según la lista de precios.

h) Cubrir todos los gastos incurridos por el Cliente durante el período de alquiler, incluyendo estacionamiento, remolque, peajes, multas, sanciones adicionales, penalizaciones y todas las infracciones relacionadas con el uso y conducción del Vehículo.

i) Cubrir todos los gastos, multas u otros cargos relacionados con la inmovilización del Vehículo cuando sea incautado por las autoridades policiales debido a cualquier acto ilegal atribuido al Cliente, incluyendo el transporte ilegal de mercancías.

j) Pagar una tarifa administrativa si SBC es notificado por las autoridades competentes, como resultado de una infracción o acto ilegal cometido por el Cliente, para identificar al conductor, según lo previsto en la lista de precios.

k) Cubrir todos los gastos, incluidos los costos judiciales y honorarios de abogados, incurridos para obtener el pago de cualquier importe adeudado por el Cliente en virtud de este Contrato, siempre que estén debidamente documentados y presentados al Cliente.

l) Sin perjuicio de lo previsto en el apartado k), cubrir todos los costes de reparación por daños causados al Vehículo durante el período de alquiler, cuando el Cliente sea legalmente responsable, incluyendo pero no limitado a impactos, colisiones, vuelcos, incendios, actos de vandalismo y/o robo o hurto del Vehículo.

m) Cubrir el robo, hurto o pérdida total del Vehículo, por cualquier motivo, hasta el importe del Deductible indicado en el Contrato de Alquiler y previa presentación de prueba de denuncia ante la policía y entrega de las llaves del Vehículo.

n) Bajo este contrato, el Cliente está obligado a proporcionar un número de teléfono de contacto y una dirección de correo electrónico, lo que permitirá la ejecución del presente contrato de alquiler.

5. MANTENIMIENTO DEL VEHÍCULO

El mantenimiento mecánico derivado del uso normal del Vehículo es responsabilidad de Sicily by Car Spain. Si el Vehículo queda inmovilizado, cualquier reparación o intervención solo podrá ser realizada por el Cliente con el acuerdo de Sicily by Car Spain y de acuerdo con todas las instrucciones proporcionadas al Cliente. Si la reparación o intervención es autorizada por Sicily by Car Spain, el Cliente deberá presentar una factura emitida a nombre de Sicily by Car, describiendo la intervención realizada, las piezas reemplazadas y los costes de mano de obra correspondientes.

6. SEGUROS Y COBERTURAS

6.1. El Cliente y/o conductor autorizado está asegurado bajo una póliza de seguro de responsabilidad civil de terceros de acuerdo con la normativa legal del país, cubriendo el riesgo de daños personales o materiales causados a terceros, así como las coberturas CDW y TP, incluidas en el precio del alquiler para todos los vehículos:

a) CDW – Cobertura por Daños por Colisión – que generalmente cubre los daños al vehículo, incluyendo daños resultantes de Colisión, Vuelco, Incendio, Rayo o Explosión, Robo y Hurto, Vandalismo y Fenómenos Naturales, quedando el Cliente sujeto al pago de un deducible, cuyo monto base varía según el grupo de vehículo;

b) TP – Protección contra Robo – La responsabilidad del Cliente por los daños causados por robo o hurto del Vehículo se limita al monto máximo del deducible, calculado según la tabla aplicable en el momento de la confirmación de la reserva, salvo que el Cliente incumpla estrictamente las disposiciones de este contrato de alquiler o las normas del Código de Circulación previamente referenciadas.

6.2. Si el Cliente lo desea, puede optar por otras coberturas que reduzcan su responsabilidad en caso de accidente, las cuales pueden consultarse en detalle en www.sbciberia.com o en todas las agencias de SBC, a saber:

a) SSCP – Smart Silver Coverage Protection – Cubre la eliminación total

de las penalizaciones por daños y robo, daños causados al vehículo resultantes de Choque, Colisión, Vuelco, Incendio, Rayo o Explosión, Robo y Hurto, Vandalismo y Fenómenos Naturales, cristales en general, cerraduras y ruedas. Todos los daños causados por negligencia o descuido al conducir los vehículos nunca están cubiertos, incluso si el cliente ha contratado esta protección.

b) SGCP – Super Gold Coverage Protection – Cubre la eliminación total de las penalizaciones por daños y robo, daños causados al vehículo resultantes de Choque, Colisión, Vuelco, Incendio, Rayo o Explosión, Robo y Hurto, Vandalismo y Fenómenos Naturales, cristales en general, cerraduras y ruedas, y Asistencia en Carretera Plus.

Todos los daños causados por negligencia o descuido al conducir los vehículos nunca están cubiertos, incluso si el cliente ha contratado esta protección.

c) EP – Protección Extra – Cuando se contrata, cubre los daños a las ventanas, neumáticos y llantas, espejos, faros y luces del vehículo alquilado. No incluye daños a las partes superiores e inferiores de la carrocería ni al interior del Vehículo, pérdida o daños de llaves, ni de documentos.

d) RAP – Asistencia en Carretera Plus – La responsabilidad del Cliente por remolque y asistencia in situ se eliminará en caso de daños resultantes de ventanas rotas, cerraduras, ruedas, así como daños en la parte inferior del vehículo, daños en el techo, daños al interior del vehículo, repostaje incorrecto, pérdida de llaves y daños a las baterías de vehículos eléctricos causados por el conductor.

6.3. Los daños debidos a negligencia sobre el Vehículo, daños en la parte inferior del Vehículo, daños en el techo, daños en el interior del Vehículo, repostaje incorrecto, pérdida de llaves y daños en las baterías de vehículos eléctricos están expresamente excluidos de las coberturas CDW, TP, SSCP, SGCP y EP, por lo que no están sujetos a ninguna reducción ni cobertura.

6.4. A los efectos de la cláusula anterior, se consideran actos de negligencia y, por lo tanto, no están sujetos a ninguna reducción ni cobertura, entendiéndose además que dicha lista no es exhaustiva:

- a) Conducción no autorizada o del vehículo sin licencia.
- b) Incumplimiento de la altura máxima del vehículo.
- c) Conducción en áreas no aptas para el tránsito.
- d) Uso inadecuado del vehículo o contribución a su daño/robo.
- e) Colisión con objetos colgantes, suspendidos u obstructivos en la vía.
- f) Daños causados por puertas o barreras en estacionamientos.
- g) Conducción en carreteras en mal estado sin la debida precaución,

resultando en daños al vehículo.

h) Conducción en la playa o en áreas no autorizadas donde la integridad del vehículo pueda estar en riesgo.

i) Conducción en carreteras inundadas.

j) Repostar el vehículo con combustible incorrecto o contaminar de cualquier forma el combustible con otras sustancias, incluidos aditivos.

k) Daños resultantes de ignorar semáforos.

l) Daños al embrague (por uso indebido frecuente) o uso incorrecto del freno de mano.

m) Daños a las ruedas causados por conducir con un neumático pinchado.

n) Colocar objetos no autorizados dentro o fuera del vehículo.

o) Transportar materiales sucios o contaminados que requieran costos adicionales de limpieza o que dañen o quemen el interior.

p) Daños resultantes de dejar las llaves dentro del vehículo o perderlas.

q) Daños resultantes de dejar la ventana abierta.

r) Usar el vehículo en carreras de demostración, eventos o circuitos deportivos, incluyendo días de pista privados o públicos.

7. ACCIDENTES, ROBO Y HURTO

7.1. El Cliente deberá notificar a la autoridad competente el robo o hurto del vehículo dentro de las 24 horas siguientes a su ocurrencia, así como informar a SBC del incidente. El Cliente deberá acudir personalmente al representante de SBC para entregar la llave original del vehículo y la declaración oficial emitida por las autoridades.

7.2. En caso de accidente, el Cliente está obligado a reportar el incidente al Servicio de Emergencias (+34) 112, proporcionar toda la información solicitada, y completar el informe de accidente o DA (Declaración Amistosa de Accidente de Automóvil), siempre que se vean involucrados terceros y el vehículo no pueda continuar circulando. El Cliente deberá asegurar la veracidad de los hechos y firmar el informe junto con el representante más cercano de Sicily by Car Spain dentro de las 24 horas siguientes:

a) El Cliente deberá completar el informe de accidente o DA con las

circunstancias del accidente, incluyendo la fecha, hora, lugar, nombres y direcciones de los testigos, los nombres y direcciones del tercero involucrado, así como la matrícula, marca, compañía de seguros y número de póliza del vehículo del tercero.

b) El Cliente no deberá abandonar el Vehículo sin tomar las medidas apropiadas para protegerlo.

7.3. La contratación de cualquier servicio adicional de reducción de responsabilidad no exime al Cliente de las obligaciones establecidas en los apartados 7.1 y 7.2.

7.4. El incumplimiento de las obligaciones anteriores hará que el Cliente sea responsable de todos los costes de reparación derivados del accidente o del deducible máximo en caso de robo o hurto.

7.5. En caso de accidente que involucre a terceros, siempre que sea posible, el Cliente deberá tomar fotografías de los vehículos involucrados en su posición posterior al accidente, así como de los daños en los vehículos, y posteriormente entregar estas a SBC.

7.6. Si el Cliente detecta cualquier problema técnico en el vehículo, deberá inmovilizarlo de inmediato y contactar con SBC a través del servicio de asistencia en carretera 24 horas al +34 684 795 990.

8. RECUPERACIÓN DE DAÑOS

Al devolver el vehículo, el Cliente y el empleado de SBC realizarán una inspección conjunta para verificar posibles daños nuevos, los cuales se registrarán en el documento "Entrega/Recogida del Vehículo".

8.1. Si se detectan nuevos daños (no presentes durante la inspección inicial y, por lo tanto, no registrados en el documento "Entrega/Recogida del Vehículo") y estos no están cubiertos por ningún servicio contratado para reducir y/o eliminar la responsabilidad del Cliente (Smart Silver Cover Protection o Smart Gold Cover Protection), el procedimiento de facturación será el siguiente:

a) En el caso de daños cuyo coste de reparación esté incluido en la "Tabla de Daños" de SBC, disponible en todas las agencias y en www.sbciberia.com, el empleado de SBC identificará y cuantificará el daño junto con el Cliente y cargará el importe correspondiente en la tarjeta de crédito autorizada.

b) Para los daños no incluidos en la "Tabla de Daños", una vez identificados con el Cliente, el empleado de SBC bloqueará como depósito el importe en la tarjeta de crédito del Cliente, preautorizada al inicio del

contrato, hasta que el daño sea cuantificado mediante un informe de daños adecuado, que se enviará al Cliente por correo electrónico junto con la documentación justificativa y el coste de reparación correspondiente. Tras 5 días desde el envío del correo electrónico al Cliente con esta documentación, SBC cargará el importe total debido por la reparación de los daños.

c) En cualquier situación, el Cliente podrá impugnar el daño y/o su cuantificación. En tales casos, SBC considerará los motivos del Cliente y proporcionará retroalimentación. Si la disputa del Cliente es aceptada, no se realizará ningún cargo, o se efectuará un reembolso si el daño ya ha sido cargado. Si la disputa del Cliente se recibe dentro de los 5 días posteriores al envío de la notificación que contiene el aviso de cargo, el proceso se pondrá temporalmente en espera y no se realizará ningún cargo hasta que se completen todas las verificaciones.

8.2. Si el Cliente reporta un accidente no causado por él, SBC cargará un importe en concepto de depósito basado en la escala de daños de SBC o en un informe de daños apropiado (para daños no incluidos en la escala de daños de SBC) mientras se completa el proceso del asegurador. Si el asegurador proporciona una compensación, este importe se deducirá del monto cargado al Cliente. Si los daños causados por el accidente son atribuibles al Cliente, se le cobrará el importe restante y el coste del informe de daños (si se emite).

8.3. Si el Cliente reporta un accidente no causado por él y además presenta un DA firmado por el tercero, no se cargará ningún importe correspondiente a la responsabilidad por daños. Si el asegurador del tercero no cubre los daños debido a que el formulario está incompleto, es inadecuado o el accidente resulta de negligencia, SBC reclamará al Cliente el importe de los daños causados a nuestro vehículo hasta el máximo penal establecido contractualmente.

9. PAGOS, DEPÓSITOS DE GARANTÍA Y DEDUCIBLES

9.1. El período mínimo de alquiler del Vehículo es de 24 horas desde el inicio del contrato de alquiler, y el precio total del alquiler se calculará en función del número de días que el Vehículo esté en posesión del Cliente, según la tarifa de alquiler aplicable y cualquier extra u opcional contratado bajo este Contrato de Alquiler.

9.2. Para garantizar el cumplimiento de las obligaciones derivadas del Contrato, el Cliente deberá proporcionar un depósito de garantía por el importe especificado en las Condiciones Particulares, correspondiente al deducible aplicable al tipo de vehículo alquilado o al deducible mínimo en caso de contratar alguna cobertura adicional, en una tarjeta de crédito a nombre del Cliente, autorizando expresamente a SBC a cargar los importes debidos por todos los costes incurridos durante el alquiler y los cargos relacionados, incluyendo el coste de

reparación de daños y/o averías, siempre que estén debidamente demostrados y comunicados al Cliente, según lo estipulado en la Cláusula 7 anterior; así como tarifas de servicios administrativos, impuestos y otros costes relacionados con el combustible faltante en el Vehículo al momento de la devolución.

9.3. El depósito de garantía será reembolsado tras la devolución del vehículo a SBC y una vez liquidados todos los importes contractuales pendientes, siempre que el vehículo no presente ninguna inconformidad, lo que generalmente ocurrirá al siguiente día hábil tras el cierre del contrato. En caso de inconformidades, como daños o averías, el depósito de garantía se retendrá hasta que se realice una evaluación técnica para estimar los costes de reparación y la posible retención, conforme al párrafo anterior y la Cláusula 7. Si existen importes pendientes, incluidos los relacionados con la reparación de daños y/o averías, SBC utilizará el depósito de garantía, total o parcialmente, para su pago, sin perjuicio de cualquier reclamación extrajudicial y/o judicial por el importe pendiente.

9.4. A los efectos de los párrafos anteriores, el Cliente deberá presentar una tarjeta de crédito válida y autorizar expresamente a SBC a realizar los débitos indicados, aceptando que dichos débitos puedan efectuarse después del fin del Contrato de Alquiler, previa confirmación por parte de SBC de que están relacionados con el alquiler y/o cargos asociados y son responsabilidad del Cliente según los términos y condiciones de este Contrato de Alquiler.

9.5. Cualquier reclamación por parte del Cliente sobre la existencia o cuantificación de sus cargos deberá presentarse y comunicarse a SBC a más tardar dentro de los 30 días posteriores a la recepción por parte del Cliente del estado de cuenta final, sin perjuicio de los derechos legales que pueda tener.

10. VEHÍCULO DE SUSTITUCIÓN

SBC se reserva el derecho de negarse a proporcionar un vehículo de sustitución al Cliente en caso de accidente, avería, robo, daño o por cualquier otra razón, sin necesidad de justificar el motivo de su negativa.

11. PÉRDIDA DE OBJETOS

SBC no será responsable en ningún caso por la pérdida de objetos que el Cliente o un tercero pueda haber dejado en el Vehículo durante el período del contrato o al devolver el Vehículo.

12. POLÍTICA DE CANCELACIÓN

12.1. El Cliente podrá cancelar su reserva contactando con el Departamento de Reservas de SBC vía correo electrónico a reservations-spain@sbciberia.com, sin penalización, siempre que la cancelación se realice al menos 72 horas antes del inicio del alquiler.

12.2. Si la reserva se cancela con menos de 72 horas de antelación al inicio del alquiler, se aplicará una penalización según el grupo de vehículo reservado, tal como se especifica en la tabla de precios accesible en todas las agencias de SBC y en www.sbciberia.com.

12.2.1. Las penalizaciones mencionadas se aplicarán incluso a las “reservas de última hora” con recogida dentro de las 72 horas posteriores a la solicitud de reserva.

12.2.2. Si el Cliente no recibe un reembolso de la diferencia entre el importe de la penalización mencionada y el importe efectivamente pagado en el momento de la reserva, podrá enviar una solicitud de reembolso vía correo electrónico a customerspain@sbciberia.com.

12.3. No se permiten cambios en las reservas.

12.4. Si el Cliente no se presenta dentro de las 2 horas posteriores a la hora de recogida programada indicada en la reserva, el vehículo puede no estar disponible en el mostrador, salvo que el Cliente haya informado previamente al personal del lugar de recogida sobre cualquier retraso o haya proporcionado el número de vuelo de llegada y un número de contacto.

12.4.1. En caso de no presentarse, el Cliente no tendrá derecho a ningún reembolso del importe ya pagado.

12.5. En caso de devolución anticipada del vehículo alquilado, SBC no reembolsará los días no utilizados, ya que la tarifa de las reservas prepagadas es inferior a la tarifa de las reservas pagaderas localmente en el momento de la recogida del vehículo.

13. INFORMACIÓN Y FIRMAS ELECTRÓNICAS

13.1. Al firmar este Contrato, el Cliente declara que todas las cláusulas le han sido comunicadas y explicadas de manera oportuna y expresa por la Compañía de Alquiler, y que está al tanto de las mismas.

13.2. Las partes acuerdan irrevocable y expresamente que el contrato se celebrará electrónicamente, mediante firma digitalizada manuscrita o cualquier otro proceso adecuado, que a todos los efectos tiene el valor de un documento privado escrito y firmado por ambas partes.

13.3. Tras la colocación de las firmas electrónicas en el contrato, se envía inmediatamente una copia del contrato a las direcciones de correo electrónico de las partes identificadas en las Condiciones Particulares, lo cual constituye prueba suficiente para las autoridades cuando sea requerido.

13.4. Las partes también acuerdan que la firma electrónica cumple los mismos objetivos funcionales que la firma manuscrita, a saber:

- (a) Identifica de manera inequívoca al firmante,
- (b) Su colocación en el documento depende exclusivamente de la voluntad del firmante, y
- (c) Preserva la integridad del documento.

13.5. En caso de imposibilidad técnica o humana de usar una firma electrónica, el contrato será firmado por las partes en papel y de manera manuscrita.

14. DATOS PERSONALES

14.1. SBC es responsable del tratamiento de los datos personales del Cliente.

14.2. Los datos personales recogidos en virtud de este Contrato solo se utilizarán para los siguientes fines:

- (a) En relación con el contrato de alquiler de vehículos, basado en la ejecución del mismo y en el cumplimiento de las obligaciones legales a las que está sujeta SBC; y
- (b) Para enviar comunicaciones sobre campañas de marketing, ofertas de productos o servicios adaptadas a sus intereses, con base en su consentimiento.

14.3. Los datos en cuestión no se utilizarán para ningún otro fin sin que el Cliente haya sido previamente informado y, si fuera necesario, sin obtener su consentimiento previo y expreso, y serán conservados por SBC mientras continúe la relación contractual entre las Partes y/o por el período adicional necesario para cumplir con los plazos establecidos por la ley y/o para la defensa de derechos e intereses en procedimientos judiciales.

14.4. SBC podrá divulgar los datos personales recogidos a sus proveedores de servicios para perseguir los fines descritos, así como a entidades regulatorias y supervisoras, autoridades judiciales, aseguradoras y otras entidades a las que esté obligado por cumplimiento de deberes legales y normativos, garantizando la confidencialidad de dichos datos.

14.5. SBC ha implementado las medidas técnicas y organizativas necesarias para garantizar un nivel adecuado de seguridad acorde con el riesgo y los datos personales tratados.

14.6. El Cliente podrá ejercer los derechos conferidos por la ley (acceso,

rectificación, supresión, limitación, oposición, portabilidad) y retirar su consentimiento escribiendo al siguiente correo electrónico: dpo@sbciberia.com, sin perjuicio del derecho a presentar una reclamación ante la autoridad de control competente.

14.7. Si el Cliente desea obtener más información sobre cómo se procesan sus datos, deberá enviar un correo electrónico a dpo@sbciberia.com.

14.8. Todo lo anterior, de conformidad con la Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales.

15. GEOLOCALIZACIÓN

15.1. SBC dispone de un sistema de geolocalización en sus vehículos.

15.2. Este sistema se utiliza para los siguientes fines:

- (a) Protección del activo; y
- (b) Para fines de investigación criminal y posible recuperación del activo en caso de robo del vehículo.

15.3. La información recopilada por el sistema de geolocalización será tratada internamente por SBC.

15.4. SBC subcontratará servicios asociados a los sistemas de geolocalización, que tendrán acceso a los datos del sistema en virtud del contrato correspondiente.

15.5. Estos subcontratistas han implementado todas las medidas de seguridad técnicas y organizativas adecuadas al tratamiento realizado.

15.6. Los datos recopilados por el sistema de geolocalización también podrán ser comunicados a las autoridades judiciales.

16. DISPOSICIONES FINALES

16.1. El Contrato de Acuerdo se rige por la legislación española. Para cualquier controversia que pueda surgir en virtud del contrato de alquiler de vehículos sin conductor, las partes contratantes acuerdan someterse a la jurisdicción de los tribunales competentes de Barcelona, salvo en los casos en que la ley limite la autonomía de la voluntad de las partes y no permita la jurisdicción convencional aquí establecida, en cuyo caso deberá aplicarse la jurisdicción legal correspondiente.

16.2. El Cliente acepta y declara conocer las presentes Condiciones Generales, que fueron debidamente explicadas y previamente enviadas por SBC en el momento de la reserva.

VEHICLE RENTAL AGREEMENT

General Conditions

1. OBJECT

This Vehicle Rental Contract without driver is entered into between SICILY BY CAR SPAIN, S.L. (hereinafter referred to as "SBC") and the Customer identified in the Specific Conditions (hereinafter referred to as "Customer"), and is governed by the following General Conditions and the preceding Specific Conditions:

2. DELIVERY AND RETURN OF THE VEHICLE

2.1. The present Contract is valid for the period indicated in the Specific Conditions, starting from the date and time of delivery of the Vehicle to the Customer and ending on the date and time of return of the Vehicle to the Rental Company.

2.2. The Vehicle is rented in good working and clean condition, without any apparent defects other than those described in the "Vehicle Delivery/Return" document, jointly verified by the Customer and the SBC employee, which is an integral part of this contract and is incorporated herein by reference for all purposes.

2.3. The Customer undertakes to return the Vehicle in the same condition in which it was delivered, including the respective documents, accessories, spare parts and equipment, as well as in a state of cleanliness that allows for its inspection upon return.

2.4. If the Customer uses the Vehicle for purposes other than those provided for in this Contract or in violation of the law, specific the Spanish Highway and Safety Code¹, SBC may immediately terminate the Contract. The Customer will be required to return the Vehicle to the location indicated in the specific conditions within 24 hours of receiving the termination notice. SBC may immediately seize the vehicle with the assistance of law enforcement, at the Customer's expense.

2.5. Any extension of the rental period or a change in the Contract terms requires a written agreement between both parties, which will constitute a Contract Amendment. The Customer is responsible for any costs incurred in altering the Contract.

2.6. The Vehicle must be returned to SBC representative on the agreed date and at the location specified at the start of the rental contract, during business hours, with a joint checkin of "Vehicle Delivery/Return." SBC offers the Customer a service for delivering and returning vehicles outside business hours, subject to a service fee listed in the price list available at all SBC branches and on the website www.sbciberia.com

1 Real Decreto Legislativo 6/2015, de 30 de octubre, por el que se aprueba el texto refundido de la Ley sobre Tráfico, Circulación de Vehículos a Motor y Seguridad Vial. Royal Legislative Decree 6/2015, of 30 October, approving the revised text of the Law on Traffic, Motor Vehicle Circulation and Road Safety.

2.7. If the Customer does not return the vehicle at the agreed date and time, the Customer will be responsible for paying SBC for the delay in returning the vehicle (with a tolerance of 59 minutes for the scheduled return time) and for each day of delay, compensation equal to the daily rate in effect on the scheduled return date, for the rented Vehicle group, plus the amounts corresponding to all services and/or extras subscribed to and/or applied at the beginning of the rental.

2.8. In case of damage to the vehicle or missing parts/accessories/documents upon return, or if the vehicle requires special cleaning, SBC will charge for the repair of the damage or replacement of the missing items, as well as extra cleaning/washing, according to the price list, available for consultation at all SBC branches or at www.sbciberia.com.

2.9. SBC will not be responsible for losses/thefts/damages of material goods, personal belongings, or merchandise left in the Vehicle during or after the rental period.

3. TERMS OF USE

3.1. The renter and all authorized drivers must present a driving license issued for at least one year and a valid identity card, passport or national identification document. Copies of documents, digital driving licenses (except those issued by Spain entity DGT, in this case the customer need to show the operator his driving license through the DGT application on his mobile phone), learning driving licenses and driving licenses with restrictions are not accepted.

Please note that if you do not hold a European driving license you must show an international driving license on top. Driving licenses written in the non-roman alphabet must be accompanied by an international driving license.

3.2. The minimum age to rent a vehicle is 18 or 25 years old, depending on the specific vehicle category selected. All drivers must have held a valid driving license for at least one year. Please note that a Young Driver Surcharge applies to all drivers under the age of 25 (typically between 18 and 24 inclusive).

3.3. For vehicles belonging to groups HA/HSA/HSAP/JWA/LSA/M/MA/PA and the driver must be 25 years old.

3.4. For all car groups, the maximum age permitted is 82 years old.

3.5. During the rental period, the Customer must take care of the Vehicle and use it safely, legally, and appropriately, paying attention to the oil level, water, and tire pressure, ensuring that whenever the Vehicle is not in use, it is parked in a safe location and locked, and that items that could lead to theft, robbery, or damage

to the Vehicle are not visible from the outside.

3.6. All vehicles are typically delivered with a full tank of fuel. Should the vehicle be returned without being fully refuelled, a refuelling surcharge will be applied. The customer will also be charged for the missing fuel, calculated at the prevailing market price per litre at the time of return. If the tank is not full, the customer is authorized to return it with the same level of fuel existing at the beginning of the rental. The counter staff will block a deposit on customer's credit card as guarantee.

3.7. Concerning the vehicle, tools, parts, and components and their documents, the Customer is prohibited from performing the following acts: subletting, lending, transferring, selling, encumbering, pledging, modifying, or placing advertisements.

3.8. The Customer agrees not to use or allow the use of the Vehicle for:

- a) transporting passengers or goods in violation of the applicable laws and regulations.
- b) transporting passengers for express or tacitly agreed remuneration.
- c) for sporting events or training, official or not.
- d) by a person under the influence of alcohol, drugs, or any other substance that directly or indirectly reduces their perception and reaction capacity.
- e) SBC vehicles CANNOT go to Formentera Island.
- f) driving in locations not suitable for public transport, such as beaches, racetracks, forest paths, private roads, dirt roads, gravel roads, or roads/paths unsuitable for motor vehicle traffic, regardless of the absence of signage or technological equipment indications (e.g., GPS);
- g) acting negligently regarding the information provided on the instrument panel or warning signals of the rented vehicle, which the Customer acknowledges at the time of signing the Rental Contract.
- h) driving on unpaved roads or paved roads with severe defects that may cause damage to the underside of the vehicle.
- i) smoking is prohibited inside the vehicle.

4. RESPONSIBILITIES AND CHARGES OF THE CUSTOMER

4.1. The Customer is responsible for paying the rental price, which is determined by the rate in effect for the selected vehicle category. Payment must be made

with the authorized driver's credit card or debit card; cash payments are not accepted.

4.2. The rates include unlimited mileage (unless otherwise specified), Collision Damage Waiver (CDW), Theft Protection, Third-Party Liability (TPL), Roadside Assistance, VAT, vehicle preparation and registration fees.

4.3. Premium Location Fee (collections at airport locations) not included in the rate, 13 % of any extras taken on collection.

4.4. The Customer will be the sole driver of the rented vehicle, unless an additional driver is specified in the rental contract or attached to it, which will involve the payment of the extra fee indicated in the price list available at all SBC counters or at <http://www.sbciberia.com>. In this case, the Customer is responsible for ensuring compliance with these General Conditions by any additional driver or any passenger authorized by the Customer to travel in the vehicle. The Customer is also responsible for any costs or charges incurred by SBC as a result of non-compliance with these General Conditions by an additional driver or passenger.

4.5. In addition to other obligations established in this Rental Agreement, the Customer is required to:

- a) Pay the rental price of the Vehicle according to the applicable rates or those previously agreed upon.
- b) Pay the amounts related to the deposit/excess due for the rental, in accordance with the rate in effect at the time of rental.
- c) Pay for optional services and/or extras subscribed by the Customer and described in the Special Conditions of this Contract, including the daily fee for using the toll service, as per the price list.
- d) Not exchange parts and any components and/or accessories of the Vehicle.
- e) Return the Vehicle with its interior in a similar state of cleanliness as when it was delivered. Failure to comply with this obligation will result in the charging of the "Special Cleaning" extra, as listed in the price list.
- f) Pay the costs incurred by SBC due to the removal of incorrect fuel from the Vehicle, as well as any repairs resulting from incorrect fuelling, as provided in the price list.
- g) Pay the costs of issuing the Vehicle's documentation, in case of theft or loss by the Customer, plus the administrative service fee, as per the price list.

h) Cover all expenses incurred by the Customer during the rental period, including parking, towing, tolls, fines, additional sanctions, penalties, and all violations related to the use and driving of the Vehicle.

i) Cover all expenses, fines, or other charges related to the immobilization of the Vehicle when it is seized by police authorities due to any illegal acts attributed to the Customer, including the illegal transportation of goods.

j) Pay an administrative fee if SBC is notified by the competent authorities, as a result of an infraction or illegal act committed by the Customer, to identify the driver, as provided in the price list.

k) Cover all expenses, including court costs and attorney fees, incurred to recovering any amount due by the Customer under this Contract, provided that such expenses are duly documented and presented to the Customer.

l) Without prejudice to the provisions of paragraph k), cover all repair costs for damage caused to the Vehicle during the rental period, when the Customer is legally responsible, including but not limited to impacts, collisions, rollovers, fire, acts of vandalism, and/or theft or robbery of the Vehicle.

m) Cover theft, robbery, or total loss of the Vehicle, for any reason, up to the amount of the Deductible indicated in the Rental Contract and upon presentation of proof of report to the police and delivery of the Vehicle keys.

n) Under this contract, the Customer is required to provide a telephone contact and email address, which will allow for the execution of this rental agreement.

5. VEHICLE MAINTENANCE

Mechanical maintenance resulting from the normal use of the Vehicle is the responsibility of Sicily by Car Spain. If the Vehicle is immobilized, any repairs or interventions on the Vehicle can only be carried out by the Customer with the agreement of Sicily by Car Spain and in accordance with all instructions given to the Customer. If the repair or intervention is authorized by Sicily by Car Spain, the Customer must present an invoice issued in the name of Sicily by Car, describing the intervention carried out, the parts replaced, and the respective labor costs.

6. INSURANCE AND COVERAGES

6.1. The Customer and/or authorized driver is insured under a third-party liability insurance policy in accordance with the legal provisions of the country, covering

the risk of personal or material damages caused to third parties, as well as CDW and TP coverages, which are included in the rental price for all vehicles:

a) CDW – Collision Damage Waiver – which generally covers damage to the vehicle, including damage resulting from Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism, and Natural Phenomena, with the Customer being subject to the payment of a deductible, the base amount of which varies depending on the vehicle group;

b) TP – Theft Protection – The Customer 's liability for damage caused by theft or robbery of the Vehicle is limited to the maximum amount of the deductible, calculated according to the applicable table at the time of reservation confirmation, unless the Customer fails to comply strictly with the provisions of this rental contract, the rules of the Road Code—as previously referenced.

6.2. If the Customer wishes, they may opt for other coverages that reduce their liability in the event of an accident, which can be consulted in detail at www.sbcspain.es or at all SBC agencies, namely:

a) SSCP – Smart Silver Coverage Protection – It covers the total elimination of the damage and theft penalties, damage caused to the vehicle, resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, Glasses in general, Locks and Wheels. All the damage caused by negligence and carelessness in driving the cars is never covered even if the customer has subscribed to this protection

b) SGCP – Super Gold Coverage Protection – It covers the total elimination of the damage and theft penalties, damage caused to the vehicle, resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, Glasses in general, Locks and Wheels and Road Assistance Plus. All the damage caused by negligence and carelessness in driving the cars is never covered even if the customer has subscribed to this protection.

c) EP – Extra Protection – When subscribed, it covers damage to the windows, tires and rims, mirrors, headlights, and lights of the rented vehicle. It does not include damage to the lower and upper parts of the bodywork or the interior of the Vehicle, loss or damage to keys, and documents.

d) RAP – Roadside Assistance Plus – The Customer's liability for towing and on-site assistance will be eliminated in case of damages resulting from broken windows, locks, wheels, as well as damages to the vehicle's lower part, roof damages, interior vehicle damages, incorrect fuel refueling, loss of keys, and damage to the batteries of electric vehicles caused by the driver.

6.3. Damages due to negligence on the Vehicle, Damages under the Vehicle,

Roof Damages, Interior Vehicle Damages, Incorrect Fuel Refueling, Loss of Keys, and Damages to Electric Vehicle Batteries are expressly excluded from CDW, TP, SSCP, SGCP and EP coverages and are therefore not subject to any reduction or coverage.

6.4. For the purposes of the previous clause, the following actions are considered acts of negligence and, therefore, are not subject to any reduction or coverage, being further understood that such list is not exhaustive:

- a) Unauthorized or driving of the vehicle without a license.
- b) Non-compliance with the vehicle's maximum height.
- c) Driving in areas unsuitable for traffic.
- d) Improper use of the vehicle or contributing to its damage/theft.
- e) Collision with hanging, suspended, or obstructive objects on the road.
- f) Damage caused by gates or barriers in parking lots.
- g) Driving on poorly maintained roads without due care, resulting in vehicle damage.
- h) Driving on the beach or in unauthorized areas where the vehicle's integrity may be at risk.
- i) Driving on flooded roads.
- j) Refueling the vehicle with the wrong fuel or otherwise contaminating the fuel with other substances, including additives.
- k) Damage resulting from ignoring traffic lights.
- l) Damage to the clutch (due to frequent improper use) or incorrect use of the handbrake.
- m) Damage to the wheels caused by driving with a flat tire.
- n) Placing unauthorized objects inside or outside the vehicle.
- o) Transporting dirty or contaminated materials that require additional cleaning costs or that damage or burn the interior.
- p) Damage resulting from leaving the keys inside the car or losing them.

q) Damage resulting from leaving the window open.

r) Using the vehicle in demonstration races, events, or sports circuits, including private or public track days.

7. ACCIDENTS, THEFT, AND ROBBERY

7.1. The Customer must notify the competent authority of the theft or robbery of the vehicle within 24 hours of its occurrence, as well as inform SBC of the incident. The Customer must personally go to the SBC representative to deliver the original vehicle key and the official statement issued by the authorities.

7.2. In the event of an accident, the Customer is required to report the incident to the Emergency Service (+34) 112, provide all requested information, fill out the accident report or DA (Friendly Auto Accident Report), whenever third parties are involved, and the vehicle is unable to continue driving. The Customer must ensure the accuracy of the facts and sign the report with the nearest Sicily by Car Spain representative within 24 hours:

a) The Customer must fill out the accident report or DA with the circumstances of the accident, including the date, time, location, names, and addresses of witnesses, the names and addresses of the third party involved, and the registration, make, insurance company, and policy number of the third party's vehicle.

b) The Customer must not abandon the Vehicle without taking appropriate measures to protect it.

7.3. The subscription of any additional liability reduction services does not exempt the Customer from the obligations established in 7.1 and 7. 2.

7.4. Failure to comply with the above obligations will result in the Customer being liable for all repair costs resulting from the accident or for the maximum deductible in the event of theft or robbery.

7.5. In the event of an accident involving third parties, whenever possible, the Customer should take photographs of the vehicles involved in their post-accident positions, as well as of the damage to the vehicles, and subsequently provide these to SBC.

7.6. If the Customer detects any technical issue with the vehicle, they must immediately immobilize it and contact SBC via the 24-hour roadside assistance +34 684 795 990.

8. DAMAGE RECOVERY

Upon returning the vehicle, the Customer and the SBC employee will conduct a joint inspection to check for any new damages, which will be recorded in the 'Vehicle Delivery/Collection' document.

8.1. If new damages are detected (not present during the initial inspection and therefore not recorded in the 'Vehicle Delivery/Collection' document) and if they are not covered by any service contracted to reduce and/or eliminate the Customer's liability (Smart Silver Coverage Protection or Smart Gold Coverage Protection), the billing procedure will be as follows:

a) In the case of damages, the repair cost of which is listed in the SBC 'Damage Table,' available at all agencies and on www.sbciberia.com, the SBC employee will identify and quantify the damage with the Customer and debit the corresponding amount from the authorized credit card.

b) For damages not included in the 'Damage Table,' once identified with the Customer, the SBC employee will block as a deposit the amount on the Customer's credit card, pre-authorized at the start of the contract, until the damage is quantified through an appropriate damage report, which will be sent to the Customer via email along with supporting documents and the respective repair cost. After 5 days from the email's dispatch to the Customer containing this documentation, SBC will debit the total amount due for the repair of the damages.

c) In any situation, the Customer may contest the damage and/or its quantification. In such cases, SBC will consider the Customer's reasons and provide feedback. If the Customer's dispute is accepted, no charge will be made, or a refund will be issued if the damage has already been charged. If the Customer's dispute is received within 5 days after the notification was sent containing the charge notice, the process will be temporarily put on hold, and no charge will be made until all verifications are completed.

8.2. If the Customer reports an accident not caused by themselves, SBC will charge a deposit amount based on the SBC damage scale or an appropriate damage report (for damages not included in the SBC damage scale) while waiting for the insurer's process to be completed. If the insurer provides compensation, this amount will be deducted from the amount charged to the Customer. If the damage caused by the accident are attributable to the Customer, they will be charged the remaining amount due and the cost of the damage report (if issued).

8.3. If the Customer reports an accident not caused by themselves and also presents a DA signed by the third party, no amount corresponding to liability for damages will be charged. If the third party's insurer does not cover the damages due to the form being incomplete, inadequate, or the accident resulting from negligence, the amount of the damages caused to our vehicle up to the maximum

penalty contractually established will be claimed by SBC from the Customer.

9. PAYMENTS, SECURITY DEPOSITS, AND DEDUCTIBLES

9.1. The minimum rental period for the Vehicle is 24 hours from the start of the rental contract, and the total rental price will be calculated based on the number of days the Vehicle is in the Customer's possession, depending on the applicable rental rate and any optional extras and services contracted under this Rental Agreement.

9.2. To ensure compliance with the obligations arising from the Contract, the Customer must provide a security deposit in the amount specified in the specific conditions, corresponding to the deductible applicable to the type of rented vehicle or the minimum deductible in the event of contracting any extra coverage, on a credit card held by the Customer, expressly authorizing SBC to debit the amounts due for all costs incurred with the rental and related charges, including the cost of repairing damages and/or breakdowns, provided they are duly demonstrated and passed on to the Customer, as stipulated in Clause 7 above; administrative service fees, taxes, and other costs related to fuel missing from the Vehicle at the time of return.

9.3. The security deposit will be refunded after the vehicle is returned to SBC, and after all contractual amounts due have been settled, provided the vehicle does not show any nonconformity, which will generally occur on the next business day after the contract is closed. In the event of any non-conformities, such as damage or breakdowns, the security deposit will be withheld until a technical evaluation is carried out to estimate the repair costs and potential retention, under the previous paragraph and Clause 7. If there are any outstanding amounts, including those related to the repair of damages and/or breakdowns, under the previous paragraph, SBC will use the security deposit, in whole or in part, for its payment, without prejudice to any extrajudicial and/or legal claims for the outstanding amount.

9.4. For the purposes of the previous paragraphs, the Customer must present a valid credit card and expressly authorize SBC to make the indicated debits, accepting that such debits may occur after the end of the Rental Agreement, upon confirmation by SBC that they are related to the rental and/or related charges and are the Customer's responsibility under the terms and conditions of this Rental Agreement.

9.5. Any claim by the Customer regarding the existence or quantification of their charges must be submitted and communicated to SBC no later than the 30th day following the Customer's receipt of the final account, notwithstanding any legal rights they may have.

10. REPLACEMENT VEHICLE

SBC is free to refuse to provide a replacement vehicle to the Customer in the event of an accident, breakdown, theft, damage, or for any other reason, without the need to justify the reason for its refusal.

11. LOSS OF OBJECTS

SBC will not be responsible in any case for the loss of objects that the Customer or a third party may have left in the Vehicle during the contract period or upon returning the Vehicle.

12. CANCELLATION POLICY

12.1. The Customer may cancel their reservation by contacting the SBC Reservations Department via email at reservations-spain@sbciberia.com, without any penalty, as long as the reservation is canceled no later than 72 hours before the rental starts.

12.2. If the reservation is cancelled less than 72 hours before the rental starts, a penalty will be applied, according to the reserved vehicle group, as specified in the price table accessible at all SBC agencies and on www.sbciberia.com

12.2.1. The aforementioned penalties will apply even for 'last-minute reservations' with pickup within 72 hours after the reservation request.

12.2.2. If the Customer does not receive a refund of the difference between the amount of the mentioned penalty and the amount actually paid at the time of booking, they may send a refund request via email to customer-spain@sbciberia.com.

12.3. Changes to reservations are not allowed.

12.4. If the Customer does not show up within 2 hours after the scheduled pickup time indicated in the reservation, the vehicle may no longer be available at the counter unless the Customer has previously informed the pickup location staff of any delay or provided the arrival flight number and a contact number.

12.4.1. In case of no-show, the Customer is not entitled to any refund of the amount already paid.

12.5. In the case of early return of the rented vehicle, SBC will not refund unused days, as the rate for prepaid reservations is lower than the rate for reservations payable locally at the time of vehicle pickup.

13. INFORMATION AND ELECTRONIC SIGNATURES

13.1. By signing this Agreement, the Customer declares that all clauses have been timely and expressly communicated and explained by the Rental Company, and that they are aware of them.

13.2. The parties irrevocably and expressly agree that the contract will be concluded electronically, through a digitized handwritten signature or any other suitable process, which for all purposes has the value of a private document written and signed by both parties.

13.3. After the electronic signatures are affixed to the contract, a copy of the contract is immediately sent to the email addresses of the parties identified in the specific conditions, which constitutes sufficient proof for the authorities whenever required.

13.4. The parties also agree that the electronic signature fulfills the same functional objectives as the handwritten signature, namely:

- (a) It unequivocally identifies the signatory,
- (b) Its placement on the document depends exclusively on the will of the signatory, and
- (c) It preserves the integrity of the document.

13.5. In case of technical or human impossibility to use an electronic signature, the contract will be signed by the parties on paper and by hand.

14. PERSONAL DATA

14.1. SBC is responsible for the processing of the Customer's personal data.

14.2. The personal data collected under this Agreement will only be used for the following purposes:

- (a) In connection with the vehicle rental agreement, based on the execution of the same and compliance with legal obligations to which SBC is subject; and
- (b) To send communications of marketing campaigns, product, or service offers tailored to your interests, based on your consent.

14.3. The data in question will not be used for any other purpose without the Customer being previously informed and, if necessary, without obtaining their prior and express consent and will be retained by SBC as long as the contractual relationship between the Parties continues and/or for the additional period necessary to comply with deadlines provided by law and/or for the defense of

rights and interests in judicial proceedings.

14.4. SBC may disclose the personal data collected to its service provider(s) to pursue the purposes described, as well as to Regulatory and Supervisory entities, judicial authorities, insurers, and other entities to which it is obliged by compliance with legal and regulatory duties, ensuring the confidentiality of such data.

14.5. SBC may disclose the personal data collected to its service provider(s) to pursue the purposes described, as well as to Regulatory and Supervisory entities, judicial authorities, insurers, and other entities to which it is obliged by compliance with legal and regulatory duties, ensuring the confidentiality of such data. SBC has implemented the necessary technical and organizational measures to ensure an appropriate level of security to the risk and to the personal data being processed.

14.6. The Customer may exercise the rights conferred by law (access, rectification, erasure, restriction, objection, portability) and withdraw their consent by writing to the following email address: dpo@sbciberia.com without prejudice to the right to lodge a complaint with the competent supervisory authority.

14.7. If the Customer wishes to learn more about how their data is processed, they should send an email to dpo@sbciberia.com

14.8. All the foregoing, in accordance with the Ley Orgánica 3/2018, de 5 de diciembre, de Protección de Datos Personales y garantía de los derechos digitales (Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights).

15. GEOLOCATION

15.1. SBC has a geolocation system in its vehicles.

15.2. This system is used for the following purposes:

- (a) Asset protection; and
- (b) For criminal investigation purposes and possible recovery of the asset in case of vehicle theft.

15.3. The information collected by the geolocation system will be processed internally by SBC.

15.4. SBC will subcontract services associated with the geolocation systems, which will have access to the system's data under the respective contract.

15.5. These subcontractors have implemented all technical and organizational security measures appropriate to the processing performed.

15.6. The data collected by the geolocation system may also be disclosed to judicial authorities.

16. FINAL PROVISIONS

16.1. The Contract shall be governed by and construed in accordance with its provisions and, in any matters not expressly provided for herein, in accordance with the laws of Spain. For any disputes that may arise under the vehicle rental contract without a driver, the contracting parties agree to submit to the jurisdiction of the competent courts of Barcelona, except in cases where the law restricts the autonomy of the parties' will and does not allow for the conventional jurisdiction established herein, in which case the legal jurisdiction must apply.

16.2. The Customer accepts and is aware of these General Conditions, which were timely explained and previously sent by SBC at the time of reservation.

RENTAL INFORMATION WEB

ALICANTE / VALENCIA / PALMA MALLORCA

Our Standard rate include

Unlimited mileage (except when indicated differently), Collision Damage Waiver (CDW), Theft Cover, Third-Party Liability (TPL), Roadside Assistance, VAT, preparation of the vehicle, registration fees.

Our Standard rate does not include

Total elimination of Damage and Theft penalties, fuel, refueling service charge, fines, optional coverages (Smart Silver Cover Protection, Smart Gold Cover Protection, Road Assistance Plus, Extra Protection), premium location fee, extras, supplements, administration fees in case of damages, fines, tolls, parking tickets, and any other penalty or charge issued by the competent Authority, and anything not expressly included.

Our super rate includes

Unlimited mileage (except when indicated differently), Collision Damage Waiver (CDW), Theft Cover, Third-Party Liability (TPL) and **Smart Silver Cover Protection**, VAT, preparation of the vehicle, registration fees.

Our super rate does not include

Fuel, refueling service charge, fines, optional coverages (Road Assistance Plus), premium location fee, extras, supplements, administration fees in case of damages, fines, tolls, parking tickets, and any other penalty or charge issued by the competent Authority, and anything not expressly included.

Super Rate Security Deposits

SUPER RATE DEPOSIT	
Mini (Group A, A1, AA, AA1, B)	300€
Economic (C, CA)	300€
Economic PREMIUM (CP, CAP)	300€
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	300€
Intermediate (GS, GA)	300€
Intermediate PREMIUM (OS, OSA)	500€
Premium (HA, HSA, HSAP)	500€
Premium Plus (JWA)	500€
Luxury (LSA)	N/A
Mini Van 5+2 (NA)	500€
Mini Van PREMIUM 5+2 (NAP)	500€
Minibus (M, MA, MEV)	500€
Minibus PREMIUM (PA)	500€

Standard Rates Security Deposits

STANDARD RATE EXCESS AMOUNT VS RENTAL DEPOSIT		
SEGMENT	EXCESS AMOUNT	DEPOSIT AMOUNT
Mini (Group A, A1, AA, AA1, B)	1,600 €	1,200€
Economic (C, CA)	1,850 €	1,300€
Economic PREMIUM (CP, CAP)	1,950 €	1,400€
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	2,000 €	1,500 €
Intermediate (GS, GA)	2,500 €	1,700 €
Intermediate PREMIUM (OS, OSA)	2,750 €	1,900 €
Premium (HA, HSA, HSAP)	2,900 €	2,100 €
Premium Plus (JWA)	2,900 €	2,100 €
Luxury (LSA)	4,000 €	4,000 €
Mini Van 5+2 (NA)	2,900 €	2,100 €
Mini Van PREMIUM 5+2 (NAP)	2,900 €	2,100 €
Minibus (M, MA, MEV)	3,000 €	2,200 €
Minibus PREMIUM (PA)	3,000 €	2,200 €

Method of payment

Customers will be able to pay for the reservation by using Visa, Amex and Mastercard cards (credit card, debit card, prepaid cards) following the related instructions on the booking form. If the reservation has not been prepaid online, Customer will pay the amount due for the rental to the counter operator directly by using the same type of cards.

In any case, as guarantee of the rental, the customer must be in possession of a valid Visa, Amex and Mastercard credit card and registered under his name, the card must be present physically with the customer. Prepaid, recharge or virtual cards are not accepted.

Debit Cards Deposits

Visa and MasterCard debit cards can only be accepted when **Super Rate** is purchased or on **Standard Rate** when **Smart Silver** or **Smart Gold Cover Protection** is purchased and must be registered under customer's name. **The card must be present physically with the customer. Prepaid, recharge or virtual cards are not accepted.**

Important information

Driving on unpaved roads is strictly forbidden.
The vehicle must be returned during office opening hours. If a customer returns the vehicle outside of the established hours, he will be responsible for any damage or theft that occurs to the vehicle during the time between the vehicle being parked and the office opening, once the Sicily by Car staff receive it. In case of "out of hours" reservations it is mandatory to provide the flight number and the customer's mobile number. If the flight is delayed, the customer must contact SBC using the designated phone number and email for this purpose.

How to find us at Alicante Airport

Take the elevator or escalator down to level -2.

Exit the terminal and walk straight ahead to the last pedestrian crossing, where you will see signs for stops 36–55.

Turn right and continue walking to the end.

You will find our courtesy shuttle bus between platforms 45–50.

Phone: +34 965 509 966

WhatsApp: +34 617 422 452

How to find us at Valencia Airport

Our office is situated inside the terminal building at the arrivals hall. For any more

information customers can contact us on +34 960 600 008

How to find us at Palma Mallorca Airport

Our offices are located 7 km from the airport.
To access them, please go to the designated area for minibuses at the airport, where our shuttle will be waiting for you.

Our location address:

Carrer de Son Sastre, 8, 07007 - Palma de Mallorca

Phone: +34 971 329 518



Office opening hours

7AM to 11PM - Monday to Sunday

Minimum and maximum age

The minimum age to rent a vehicle is 18 or 25 years old, depending on the category selected. All drivers must have held a valid driving license for at least one year. Please note that a Young Driver Surcharge of €8 per day (capped at a maximum of 10 days) applies to all drivers under the age of 25, typically including those between 18 and 24 inclusive.

For vehicles belonging to groups HA/HSA/HSAP/JWA/LSA/M/MA/PA and the driver must be 25 years old.

For all car groups, the maximum age permitted is 82 years old.

Copies of documents, digital driving licenses (except those issued by Spain entity DGT, in this case the customer need to show the operator his driving license

through the DGT application on his mobile phone), learning driving licenses and driving licenses with restrictions are not accepted.

Please note that if you do not have EU driving license you must show an international driving license on top. Driving licenses written in the non-roman alphabet must be accompanied by an international driving license.

Insurance

Our rates are inclusive of a maximum of € 50,000,000,00 (Fifty Million) per single accident covering public liability, animals and property.

Rental Guarantee

Sicily by Car requires that the main driver, once at the counter, provides a security deposit through a pre-authorization on his/her credit card (**not prepaid/debit**), registered under his/her name.

The card is required to be physically in the customer's possession, digital credit cards and contactless payment will not be accepted.

Credit cards accepted: VISA, AMEX and MASTERCARD. Cash deposits or bank checks will not be accepted. In the absence of a credit card, it will not be possible to proceed with the rental and the delivery of the vehicle.

Prepaid, recharge or virtual cards are not accepted.

The deposit is never meant as a limitation of the customer's liability.

Fuel and Refueling Charge

All the vehicles are usually delivered with a full tank of fuel. Should the vehicle be returned without a full tank of fuel a charge of € 20 will be applied for the refuel service surcharge plus the cost of the missing fuel calculated at the current market price per liter.

If the tank is not full, the customer is authorized to return it with the same level of fuel existing at the beginning of the rental. The counter staff will block a deposit on customer's credit card as guarantee.

Balizas V16 Emergency Beacon

From 1 January 2026, Spanish law requires vehicles to carry and use a DGT-approved connected V16 emergency beacon instead of warning triangles; this vehicle is fully equipped in compliance with regulations in Spain.

All cars are supplied with one, in case of loss, damage or non-return of the V16 emergency beacon, a fee of €80 will be charged.

Out-of-hours service

The Out of Hours reservations are subjected to prior confirmation from Sicily by

Car Spain. The out-of-hours fee costs 50€ (vat included).

Drop Box – N/A

Late returns

For vehicle drop-offs, a maximum delay of 59 minutes is allowed. Once the indicated time has elapsed, an extra amount equivalent to the real value of 1 (ONE) day rental.

Baby and child seats

Baby and child seats are available subject to a fee:

Child Seat (0 - 7 Years)	€ 11,00 per day (Up To 15 Days)
Child Booster Seat (7 - 12 Years)	€ 7,00 per day (Up To 15 Days)

Additional drivers

Shall be applied a fee for additional drivers of €8,00 per day (VAT included) up to a maximum of 10 days.

Oil and Maintenance

Any expenses for engine oil require prior authorization from Sicily by Car. For reimbursement, a receipt or invoice issued in the name of Sicily by Car must be provided.

Fast Track

Customers who want to skip the ordinary queue and get the car with priority can choose for the "Fast Track" service at the cost of € 30.00 (VAT Included) to be paid locally.

Skip the Line with Fast Track Service! Experience convenience and speed with our Fast Track service. Avoid the wait and get on the road faster with priority access to your rental.

Hotel Collection

On request, subject to a fee.

Type of vehicle

Although Sicily by Car endeavors to deliver the vehicle requested by the client, do not guarantee the specific model but can guarantee the car group. If the booked car group is not available, another vehicle of a higher category will be delivered without any extra charge.

Payment of fines

All fines issued by the General Directorate of Traffic, Municipalities, Autonomous

Communities with relevant authority, and through the appropriate agencies, as well as any related receipts during the rental period, will be notified to and covered by the customer.

Additionally, a supplementary charge of €25.00 (VAT included) will be applied to the designated credit card as an additional service fee for each fine issued in this regard.

24 Hours Assistance

In case of an accident, the customer should contact 24-hour assistance number + 34 684 795 990.

The tow truck service will collect the vehicle and will move it to the nearest Sicily by Car office for the replacement.

In case of any damage causing the breakdown of the vehicle, the Customer will be charged for the tow truck service fee, starting from 120€ to the full excess amount, except in case of subscription to the optional clause "Roadside Assistance Plus". The price may be increased in the case of "special rescue", for example, driving on unpaved roads or in unappropriated places.

Cross Border

Sicily by Car Spain vehicles is strictly for use within Spain.

Travel to Portugal is permitted with prior written authorization and is subject to a cross-border fee ranging.

One way rentals fee

One way's available to be paid at the desk.

ONE WAYS (SPECIAL CARS ON REQUEST)	
VALENCIA / ALICANTE / VALENCIA	80 €
ALICANTE / IBIZA / ALICANTE	500 €
ALICANTE / PALMA / ALICANTE	500 €
IBIZA / PALMA / IBIZA	500 €
ALICANTE / LISBOA / ALICANTE	1,000 €
ALICANTE / PORTO / ALICANTE	1,000 €
VALENCIA / PALMA / VALENCIA	500 €
ALICANTE / PALMA / ALICANTE	500 €
IBIZA / PALMA / IBIZA	500 €

Missing Car Documents

The cost of issuing new vehicle documentation in the event of theft or loss by the Customer is €30,00.

Check Out sheet

The customer is obliged to carefully check the vehicle's condition before leaving the airport parking lot. In case of any difference in the condition of the vehicle after signing the rental contract, the customer must immediately inform the reception staff. The customer will not be able to make any complaints regarding the condition of the vehicle noted after signing the rental agreement and the delivery sheet, nor after the vehicle has been delivered, as they will be deemed solely responsible for these conditions. Sicily by Car will not be liable for such conditions and will not accept any claims in this regard.

Vehicle Cleaning

Return the Vehicle with its interior in a clean condition similar to that at the time of delivery. Failure to comply with this obligation will result in the charge up to €95.00 for the Extra Special cleaning.

Prohibition of driving on unpaved roads

The customer is fully responsible for any damage incurred to the vehicle as a result of driving on unpaved roads, even if they have subscribed to the Smart Silver Cover Protection or the Smart Gold Cover Protection, due to the prohibition established herein.

Pets on board

No pets on board the rented vehicle are accepted, except guide dogs and service dogs.

CUSTOMER'S RESPONSIBILITY IN CASE OF DAMAGES AND THEFT OF THE RENTED VEHICLE

Coverages

The Customer's liability for the occurrence and repair of any damage will be limited to the maximum amount of the excess, calculated according to the prices in effect at the start of the rental. This does not include towing and vehicle collection, which are fully the responsibility of the Customer.

CDW – Collision Damage Waiver

Covers damages caused to the vehicle, as well as damage resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, with the Customer being subject to the payment of an excess whose calculation basis varies according to the group of vehicles.

Renter excess liability limits per car category:

Damage Excess by Car Category	
Mini (Group A, A1, AA, AA1, B)	1,600 €
Economic (C, CA)	1,850 €
Economic PREMIUM (CP, CAP)	1,950 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	2,000 €
Intermediate (GS, GA)	2,500 €
Intermediate PREMIUM (OS, OSA)	2,750 €
Premium (HA, HSA, HSAP)	2,900 €
Premium Plus (JWA)	2,900 €
Luxury (LSA)	4,000 €
Mini Van 5+2 (NA)	2,900 €
Mini Van PREMIUM 5+2 (NAP)	2,900 €
Minibus (M, MA, MEV)	3,000 €
Minibus PREMIUM (PA)	3,000 €

TP - Theft Protection

The Customer's liability for damages caused by theft or robbery of the Vehicle is limited to the maximum amount of the excess, calculated according to the respective table in effect at the time of booking confirmation, unless the Customer violates any of the provisions of this rental agreement, the rules of the Traffic Code, or other applicable laws.

Renter excess liability limits per car category:

Damage Excess by Car Category	
Mini (Group A, A1, AA, AA1, B)	1,600 €
Economic (C, CA)	1,850 €
Economic PREMIUM (CP, CAP)	1,950 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	2,000 €
Intermediate (GS, GA)	2,500 €
Intermediate PREMIUM (OS, OSA)	2,750 €
Premium (HA, HSA, HSAP)	2,900 €
Premium Plus (JWA)	2,900 €
Luxury (LSA)	4,000 €

Damage Excess by Car Category	
Mini Van 5+2 (NA)	2,900 €
Mini Van PREMIUM 5+2 (NAP)	2,900 €
Minibus (M, MA, MEV)	3,000 €
Minibus PREMIUM (PA)	3,000 €

The penalties for theft, fire, and/or damage will be considered on an individual basis; therefore, the Customer agrees to indemnify the Lessor for any damage caused to the vehicle, unless they can prove that the damage occurred due to reasons not attributable to them.

The rental agreement contains specific information about the rules regarding responsibility in using the vehicle. Among these pieces of information, it is particularly important the compliance to the rules about the correct and diligent use of the rented vehicle (such as avoiding driving the vehicle on unpaved roads and sticking to the usual rules of attention and maintenance) as well as the compliance with the traffic rules.

In case of any fault or breach of such rules, the customer will be deemed the only responsible for any damage that occurred, even if Smart Silver Cover Protection and/or Smart Gold Cover Protection have been subscribed.

Considering the above, for further details, all customers are kindly invited to go through the current General Conditions carefully. We also remind that the reduction / reduction of liability will not be effective in case of malice or gross negligence.

SUPPLEMENT FOR THE ELIMINATION / REDUCTION OF DAMAGE AND THEFT

Smart Silver Cover Protection

It covers the total elimination of the damage and theft penalties, damage caused to the vehicle, resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, Glasses in general, Locks and Wheels. All the damage caused by negligence and carelessness in driving the cars is never covered even if the customer has subscribed to this protection.

Cover protection price and excess liability limits per car category:

Smart Silver Cover Protection		
SEGMENT / CAR GROUP	Price	Deposit
Mini (Group A, A1, AA, AA1, B)	24.90 €	300 €
Economic (C, CA)	25.90 €	300 €
Economic PREMIUM (CP, CAP)	25.90 €	300 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	26.90 €	300 €
Intermediate (GS, GA)	27.90 €	300 €
Intermediate PREMIUM (OS, OSA)	27.90 €	300 €
Premium (HA, HSA, HSAP)	30.90 €	500 €
Premium Plus (JWA)	30.90 €	500 €
Luxury (LSA)	N/A	N/A
Mini Van 5+2 (NA)	28.90 €	500 €
Mini Van PREMIUM 5+2 (NAP)	28.90 €	500 €
Minibus (M, MA, MEV)	30.90 €	500 €
Minibus PREMIUM (PA)	30.90 €	500 €

Smart Gold Cover Protection

It covers the total elimination of the damage and theft penalties, damage caused to the vehicle, resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, Glasses in general, Locks and Wheels and Road Assistance Plus.

All the damage caused by negligence and carelessness in driving the cars is never covered even if the customer has subscribed to this protection.

Cover protection price and excess liability limits per car category:

Smart Gold Cover Protection		
SEGMENT / CAR GROUP	Price	Deposit
Mini (Group A, A1, AA, AA1, B)	28.90 €	150 €
Economic (C, CA)	29.90 €	150 €
Economic PREMIUM (CP, CAP)	29.90 €	150 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	30.90 €	150 €
Intermediate (GS, GA)	31.90 €	150 €
Intermediate PREMIUM (OS, OSA)	31.90 €	150 €
Premium (HA, HSA, HSAP)	34.90 €	250 €
Premium Plus (JWA)	34.90 €	250 €
Luxury (LSA)	N/A	N/A
Mini Van 5+2 (NA)	32.90 €	150 €
Mini Van PREMIUM 5+2 (NAP)	32.90 €	150 €
Minibus (M, MA, MEV)	34.90 €	250 €
Minibus PREMIUM (PA)	34.90 €	250 €

EP – Extra Protection

It covers damage to glasses, tires and wheels, rear-view mirrors, headlights, and optics of the rented Vehicle. It does not include damage to the under and upper car body and vehicle, interiors, loss of or damage to keys and documents. The daily cost of EP-Extra Protection amounts to € 7,00 per day up to 15 days.

RAP– Road Assistance Plus

When this assistance is subscribed, at a rate of €7.00 per day (VAT included) up to 10 days, the Customer's liability for towing and on-site assistance services will be eliminated for damages incurred at the site of the incident, including broken glass, windows, locks, wheels, as well as damage to the vehicle's underside, roof, interior, loss of keys, and damage to electric vehicle batteries, where responsibility is attributed to the driver.

Exclusions

The following are expressly excluded from coverages CDW, TP, SSCP, SGCP and EP, therefore are not subject to any reduction or cover, Damage due to negligence to the Vehicle, Damage under the Vehicle, Damage to the Roof, Damage to the Interior of the Vehicle, Change of Fuel, Loss of Keys and Damage to the Batteries of Electric Vehicles.

The following are considered to be acts of negligence, and therefore not subject to any reduction or cover, by way of example only and without exclusion of others:

- Unauthorized or unlicensed driving of the vehicle.
- Non-compliance with the maximum height of the vehicle.
- Driving in areas unsuitable for traffic.
- Improper use of the vehicle or contribution to its damage / theft.
- Collision with objects hanging, suspended, or obstructing the carriageway.
- Driving through a barrier that is too low for the vehicle to pass.
- Damage caused by gates or barriers in car parks.
- Driving on a road in poor condition without due care, resulting in damage to the vehicle.
- Driving on the beach or on unauthorized land or where the integrity of the vehicle may be at risk.
- Driving on flooded roads.
- Fueling the vehicle with the wrong fuel or otherwise contaminating the fuel with other substances, including additives.
- Damages occurred as a result of ignoring a signaling or trafficking light.
- Damage to the clutch (due to frequent misuse) or using the handbrake incorrectly.
- Wheel damage caused by driving with a flat tire.
- Placing unauthorized objects inside or outside the vehicle.
- Carrying dirty or contaminated materials that require extra cleaning costs or that damage or burn the interior.
- Damage resulting from leaving keys inside the car or losing the keys.
- Damage resulting from leaving the window open.
- Use of the vehicle in demonstration races, sports events or circuits, including private track days or those open to the public.
- Negligent driving, misuse of the vehicle, violation of the Traffic regulations, driving under the influence of alcohol or psychotropic substances.
- Failure to return the Vehicle or the keys In such cases Renter will have to compensate the Rental Company for all expenses for all expenses incurred in this regard.

Damage caused by vegetation

Customer will be liable for any damage caused to the vehicle due to vegetation, even if has subscribed to the Smart Silver Cover Protection or Smart Gold Cover Protection clauses, as this can be considered his negligence to drive the car in the countryside or in places where the vegetation can cause scratches and damage to the vehicle.

Procedure in case of accident

In the event of an accident, with or without third parties, an accident report ('Friendly Accident Report') must be submitted, written and detailed according to the applicable regulations.

In the case of an accident involving a third party, it is essential to communicate the license plate number, the insurance company details, the full name of the driver and all possible witnesses, and the full name of the vehicle owner (as stated in the vehicle documentation).

If new damages (not pre-existing upon pick up) are found when checking the vehicle in (drop off) and if these are not covered by the clauses reducing and/or eliminating Customer's liability (Smart Silver Cover Protection or Smart Gold Cover Protection clauses), the procedure will be the following:

In the event of damage included in the "Damages Table" of SBC, the drop-off location will immediately identify the damage jointly with the Customer, proceeding to quantify it and charging the corresponding amount to the credit card designated by the Customer for such purposes.

- In the event of damage not included in the SBC "Damages Table", once it has been identified jointly with the Customer, the drop-off location will temporarily block an amount on the Customer's credit card as a precaution, without charging it, and will wait for the damage to be quantified through the required damage report. Once the damage report has been issued, the Customer will receive a communication containing the documents that prove the damage and the relevant quantification.
- For cases where it is not possible to identify the damage together with the Customer (for any reason attributable to them), Sicily by Car will temporarily block an amount on the Customer's credit card as a precaution, to proceed with the assessment of the damage either by the SBC Damages Table or by a damage expert. Subsequently, the Customer will be sent a communication with the documents that verify the damages and the relevant quantification. After 5 days of this communication, the amount quantified by the damage expert will be charged to the Customer's credit card.
- The Customer may dispute the damage and/or its quantification as documented by Sicily by Car. For this purpose, the reasons provided by the Customer will be recorded and Sicily by Car will respond to them within a maximum period of 30 days. If the reasons provided by the Customer are valid and duly substantiated, no charge will be made, or a refund will be issued to the designated credit card if the quantified amount has already been charged. Additionally, if the Customer's dispute is received within 5 days following the communication sent with the notice of the required charge, the case will be temporarily put on hold, and no charge will be made until all necessary checks have been completed. If the Customer reports an accident or incident for which he/she is not responsible or which was not caused by him/her, Sicily by Car will charge a deposit based on the amount calculated in accordance with the SBC "Damages Table" or, in the case of damages not listed in the table, according to an applicable damage report. This deposit will remain at the disposal of Sicily by Car while the claim is processed with the insurance company. Additionally, if the insurance covers the damages, the indemnified amount will be deducted from the sum charged to the Customer.

If the accident is attributable to the Customer, the cost of the damage report (if applicable) as well as any shipping expenses will also be charged. In the

event the customer reports an accident not caused by them and provides a signed accident report from the third party involved, they will be exempted from the damage liability amount established herein. Should the third party's insurance not cover the damages due to an incomplete or inadequate accident report, or if the accident involves contributory or passive negligence, Sicily by Car will claim from the Customer the amount for damages to the Vehicle, up to the maximum contractual penalty established.

The Damage Report Form signed by the third party must be submitted in all cases, even if the damages are covered by optional clauses for limiting and/or eliminating liability (Smart Silver Cover Protection or Smart Gold Cover Protection).

No-show

If the customer does not arrive within 2 hours of the pickup time indicated in the reservation, the vehicle may no longer be available upon their arrival, unless the customer has provided their arrival flight number and an active mobile phone number for contact at the time of booking.

Rental Information Ibiza

Our Standard rate include

Unlimited mileage (except when indicated differently), Collision Damage Waiver (CDW), Theft Cover, Third-Party Liability (TPL), Roadside Assistance, VAT, preparation of the vehicle, registration fees.

Our Standard rate does not include

Total elimination of Damage and Theft penalties, fuel, refueling service charge, fines, optional coverages (Smart Silver Cover Protection, Smart Gold Cover Protection, Road Assistance Plus, Extra Protection), premium location fee, extras, supplements, administration fees in case of damages, fines, tolls, parking tickets, and any other penalty or charge issued by the competent Authority, and anything not expressly included.

Our super rate includes

Unlimited mileage (except when indicated differently), Collision Damage Waiver (CDW), Theft Cover, Third-Party Liability (TPL) and Smart Silver Cover Protection, VAT, preparation of the vehicle, registration fees.

Our super rate does not include

Fuel, refueling service charge, fines, optional coverages (Road Assistance Plus), premium location fee, extras, supplements, administration fees in case of damages, fines, tolls, parking tickets, and any other penalty or charge issued by the competent Authority, and anything not expressly included.

Super Rate Security Deposits

SUPER RATE DEPOSIT	
Mini (Group A,A1,AA,AA1,B)	300 €
Economic (C, CA)	300 €
Economic PREMIUM (CP, CAP)	300 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	300 €
Intermediate (GS, GA)	500 €
Intermediate PREMIUM (OS, OSA)	500 €
Premium (HA, HSA, HSAP)	500 €
Premium Plus (JWA)	500 €
Luxury (LSA) N/A	N/A
Mini Van 5+2 (NA)	500 €
Mini Van PREMIUM 5+2 (NAP)	500 €

Standart Rates Security Deposits

Standart Rates Security Deposits		
Segment	Excess Amount	Deposit Amount
Mini (Group A, A1, AA, AA1, B)	1,600 €	1,200 €
Economic (C, CA)	1,850 €	1,300 €
Economic PREMIUM (CP, CAP)	1,950 €	1,400 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	2,000 €	1,500 €
Intermediate (GS, GA)	2,500 €	1,700 €
Intermediate PREMIUM (OS, OSA)	2,500 €	1,900 €
Premium (HA, HSA, HSAP)	2,900 €	2,100 €
Premium Plus (JWA)	2,900 €	2,100 €
Luxury (LSA)	4,000 €	4,000 €
Mini Van 5+2 (NA)	2,900 €	2,100 €
Mini Van PREMIUM 5+2 (NAP)	2,900 €	2,100 €
Minibus (M, MA, MEV)	3,000 €	2,200 €
Minibus PREMIUM (PA)	3,000 €	2,200 €

Premium Location Fee (collections at airport locations)

13 % of any extras are taken on collection.

Method of payment

Customers will be able to pay for the reservation by using Visa, Amex and Mastercard cards (credit card, debit card, prepaid cards) following the related instructions on the booking form. If the reservation has not been prepaid online, Customer will pay the amount due for the rental to the counter operator directly by using the same type of cards.

In any case, as guarantee of the rental, the customer must be in possession of a valid Visa, Amex and Mastercard credit card and registered under his name, the card must be present physically with the customer. Prepaid, recharge or virtual cards are not accepted.

Debit Cards Deposits

Visa and MasterCard debit cards can only be accepted when **Super Rate** is purchased or on **Standard Rate** when **Smart Silver** or **Smart Gold Cover Protection** is purchased and must be registered under customer's name.

The card must be present physically with the customer. **Prepaid, recharge or virtual cards are not accepted.**

Important information

Driving on unpaved roads is strictly forbidden.

The vehicle must be returned during office opening hours. If a customer returns the vehicle outside of the established hours, he will be responsible for any damage or theft that occurred to the vehicle during the time between the vehicle being parked and the office opening, once the Sicily by Car staff receive it.

In case of "out of hours" reservations it is mandatory to provide the flight number and the customer's mobile number. If the flight is delayed, the customer must contact SBC using the designated phone number and email for this purpose.

How to find us at Ibiza Airport

Our office is situated inside the terminal building at the arrivals hall. For any more information customers can contact us on +34 684 795 990

Office opening hours

7AM to 11PM – Monday to Sunday

Minimum and maximum age

The minimum age to rent a vehicle is 18 or 25 years old, depending on the category selected. All drivers must have held a valid driving license for at least one year. Please note that a Young Driver Surcharge of €25 per day (capped at a maximum of 10 days) applies to all drivers under the age of 25, typically including those between 18 and 24 inclusive.

For vehicles belonging to groups HA/HSA/HSAP/JWA/LSA/M/MA/PA and the driver must be 25 years old.

For all car groups, the maximum age permitted is 82 years old.

Copies of documents, digital driving licenses (except those issued by Spain entity DGT, in this case the customer need to show the operator his driving license through the DGT application on his mobile phone), learning driving licenses and driving licenses with restrictions are not accepted.

Please note that if you do not have EU driving license you must show an international driving license on top. Driving licenses written in the non-roman alphabet must be accompanied by an international driving license.

Insurance

Our rates are inclusive of a maximum of € 50,000,000,00 (Fifty Million) per single accident covering public liability, animals and property.

Rental Guarantee

Sicily by Car requires that the main driver, once at the counter, provides a security deposit through a pre-authorization on his/her credit card (not prepaid/debit), registered under his/her name.

The card is required to be physically in the customer's possession, digital credit cards and contactless payment will not be accepted.

Credit cards accepted: VISA, AMEX and MASTERCARD. Cash deposits or bank

checks will not be accepted. In the absence of a credit card, it will not be possible to proceed with the rental and the delivery of the vehicle. **Prepaid, recharge or virtual cards are not accepted.**

The deposit is never meant as a limitation of the customer's liability.

Fuel and Refueling Charge

All the vehicles are usually delivered with a full tank of fuel. Should the vehicle be returned without a full tank of fuel a charge of € 40 will be applied for the refuel service surcharge plus the cost of the missing fuel calculated at the current market price per liter.

If the tank is not full, the customer is authorized to return it with the same level of fuel existing at the beginning of the rental. The counter staff will block a deposit on customer's credit card as guarantee.

Balizas V16 Emergency Beacon

From 1 January 2026, Spanish law requires vehicles to carry and use a DGT-approved connected V16 emergency beacon instead of warning triangles; this vehicle is fully equipped in compliance with regulations in Spain.

All cars are supplied with one, in case of loss, damage or non-return of the V16 emergency beacon, a fee of €80 will be charged.

Out-of-hours service

The Out of Hours reservations are subjected to prior confirmation from Sicily by Car Spain. The out-of-hours fee costs 50€ (vat included).

Drop Box – Free of charge

Late returns

For vehicle drop-offs, a maximum delay of 59 minutes is allowed. Once the indicated time has elapsed, an extra amount equivalent to the real value of 1 (ONE) day rental.

Baby and child seats

Baby and child seats are available subject to a fee:

Child Seat (0 - 7 Years)	€ 11,00 per day (Up To 15 Days)
Child Booster Seat (7 - 12 Years)	€ 7,00 per day (Up To 15 Days)

Additional drivers

Shall be applied a fee for additional drivers of €15,00 per day (VAT included) up to a maximum of 10 days.

Oil and Maintenance

Any expenses for engine oil require prior authorization from Sicily by Car. For reimbursement, a receipt or invoice issued in the name of Sicily by Car must be provided.

Fast Track

Customers who want to skip the ordinary queue and get the car with priority can choose for the "Fast Track" service at the cost of € 30.00 (VAT Included) to be

paid locally.

Skip the Line with Fast Track Service! Experience convenience and speed with our Fast Track service. Avoid the wait and get on the road faster with priority access to your rental.

Hotel Collection

On request, subject to a fee

Type of vehicle

Although Sicily by Car endeavors to deliver the vehicle requested by the client, do not guarantee the specific model but can guarantee the car group.

If the booked car group is not available, another vehicle of a higher category will be delivered without any extra charge.

Payment of fines

All fines issued by the General Directorate of Traffic, Municipalities, Autonomous Communities with relevant authority, and through the appropriate agencies, as well as any related receipts during the rental period, will be notified to and covered by the customer.

Additionally, a supplementary charge of €25.00 (VAT included) will be applied to the designated credit card as an additional service fee for each fine issued in this regard.

24 Hours Assistance

In case of an accident, the customer should contact 24-hour assistance number **+34 684 795 990**.

The tow truck service will collect the vehicle and will move it to the nearest Sicily by Car office for the replacement. In case of any damage causing the breakdown of the vehicle, the Customer will be charged for the tow truck service fee, starting from 120€ to the full excess amount, except in case of subscription to the optional clause "Roadside Assistance Plus". The price may be increased in the case of "special rescue", for example, driving on unpaved roads or in unappropriated places.

Cross Border

Sicily by Car Spain vehicles must remain on the **island of Ibiza**. Driving outside the island is strictly prohibited, and customers will be held liable for all related costs. **Roadside assistance** is not provided off island, **except for authorized one-way rentals**, which are subject to an additional fee.

Customers CANNOT take the vehicle to Formentera for any reason.

If the vehicle is driven outside the island of Ibiza without previous SBC consent (**one way purchased**) or transported for such purposes by any means, it will constitute a breach of contract, and the customer must compensate Sicily by Car.

One way rentals fee

One way`s available to be paid at the desk.

Standart Rates Security Deposits	
ONE WAYS (SPECIAL CARS ON REQUEST)	
VALENCIA / IBIZA / VALENCIA	500 €
ALICANTE / IBIZA / ALICANTE	500 €
IBIZA / PALMA / IBIZA	500 €

Missing Car Documents

The cost of issuing new vehicle documentation in the event of theft or loss by the Customer is €30,00.

Check Out sheet

The customer is obliged to carefully check the vehicle's condition before leaving the airport parking lot. In case of any difference in the condition of the vehicle after signing the rental contract, the customer must immediately inform the reception staff.

The customer will not be able to make any complaints regarding the condition of the vehicle noted after signing the rental agreement and the delivery sheet, nor after the vehicle has been delivered, as they will be deemed solely responsible for these conditions. Sicily by Car will not be liable for such conditions and will not accept any claims in this regard.

Vehicle Cleaning

Return the Vehicle with its interior in a clean condition similar to that at the time of delivery. Failure to comply with this obligation will result in the charge up to €95.00 for the Extra Special cleaning.

Prohibition of driving on unpaved roads

The customer is fully responsible for any damage incurred to the vehicle as a result of driving on unpaved roads, even if they have subscribed to the Smart Silver Cover Protection or the Smart Gold Cover Protection, due to the prohibition established herein.

Pets on board

No pets on board the rented vehicle are accepted, except guide dogs and service dogs.

CUSTOMER'S RESPONSIBILITY IN CASE OF DAMAGES AND THEFT OF THE RENTED VEHICLE

Coverages

The Customer's liability for the occurrence and repair of any damage will be limited to the maximum amount of the excess, calculated according to the prices in effect at the start of the rental. This does not include towing and vehicle collection, which are fully the responsibility of the Customer.

CDW – Collision Damage Waiver

Covers damage caused to the vehicle, as well as damage resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, with the Customer being subject to the payment of an excess whose calculation basis varies according to the group of vehicles. Renter excess liability limits per car category:

Damage Excess by Car Category	
Mini (Group A,A1,AA,AA1,B)	1,600 €
Economic (C, CA)	1,850 €
Economic PREMIUM (CP, CAP)	1,950 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	2,000 €
Intermediate (GS, GA)	2,500 €
Intermediate PREMIUM (OS, OSA)	2,500 €
Premium (HA, HSA, HSAP)	2,900 €
Premium Plus (JWA)	2,900 €
Luxury (LSA) N/A	4,000 €
Mini Van 5+2 (NA)	2,900 €
Mini Van PREMIUM 5+2 (NAP)	2,900 €
Minibus (M, MA, MEV)	3,000 €
Minibus PREMIUM (PA)	3,000 €

TP – Theft Protection

The Customer's liability for damages caused by theft or robbery of the Vehicle is limited to the maximum amount of the excess, calculated according to the respective table in effect at the time of booking confirmation, unless the Customer violates any of the provisions of this rental agreement, the rules of the Traffic Code, or other applicable laws.

Renter excess liability limits per car category:

Damage Excess by Car Category	
Mini (Group A,A1,AA,AA1,B)	1,600 €
Economic (C, CA)	1,850 €

Economic PREMIUM (CP, CAP)	1,950 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	2,000 €
Intermediate (GS, GA)	2,500 €
Intermediate PREMIUM (OS, OSA)	2,500 €
Premium (HA, HSA, HSAP)	2,900 €
Premium Plus (JWA)	2,900 €
Luxury (LSA) N/A	4,000 €
Mini Van 5+2 (NA)	2,900 €
Mini Van PREMIUM 5+2 (NAP)	2,900 €
Minibus (M, MA, MEV)	3,000 €
Minibus PREMIUM (PA)	3,000 €

The penalties for theft, fire, and/or damage will be considered on an individual basis; therefore, the Customer agrees to indemnify the Lessor for any damage caused to the vehicle, unless they can prove that the damage occurred due to reasons not attributable to them.

The rental agreement contains specific information about the rules regarding responsibility in using the vehicle. Among these pieces of information, it is particularly important the compliance to the rules about the correct and diligent use of the rented vehicle (such as avoiding driving the vehicle on unpaved roads and sticking to the usual rules of attention and maintenance) as well as the compliance with the traffic rules. In case of any fault or breach of such rules, the customer will be deemed the only responsible for any damage that occurred, even if Smart Silver Cover Protection and/or Smart Gold Cover Protection have been subscribed.

Considering the above, for further details, all customers are kindly invited to go through the current General Conditions carefully. We also remind that the reduction / reduction of liability will not be effective in case of malice or gross negligence.

SUPPLEMENT FOR THE ELIMINATION / REDUCTION OF DAMAGE AND THEFT

Smart Silver Cover Protection

It covers the total elimination of the damage and theft penalties, damage caused to the vehicle, resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, Glasses in general, Locks and Wheels. All the damage caused by negligence and carelessness in driving the cars is never covered even if the customer has subscribed to this protection.

Cover protection price and excess liability limits per car category:

Smart Silver Cover Protection		
Segment / Car Group	Price	Deposit
Mini (Group A, A1, AA, AA1, B)	29,90 €	300 €
Economic (C, CA)	30,90 €	300 €
Economic PREMIUM (CP, CAP)	30,90 €	300 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	31,90 €	300 €
Intermediate (GS, GA)	32,90 €	300 €
Intermediate PREMIUM (OS, OSA)	32,90 €	300 €
Premium (HA, HSA, HSAP)	35,90 €	500 €
Premium Plus (JWA)	35,90 €	500 €
Luxury (LSA)	N/A	N/A
Mini Van 5+2 (NA)	33,90 €	500 €
Mini Van PREMIUM 5+2 (NAP)	33,90 €	500 €
Minibus (M, MA, MEV)	35,90 €	500 €
Minibus PREMIUM (PA)	35,90 €	500 €

Smart Gold Cover Protection

It covers the total elimination of the damage and theft penalties, damage caused to the vehicle, resulting from Crash, Collision, Rollover, Fire, Lightning or Explosion, Theft and Robbery, Vandalism and Natural Phenomena, Glasses in general, Locks and Wheels and Road Assistance Plus.

All the damage caused by negligence and carelessness in driving the cars is never covered even if the customer has subscribed to this protection.

Cover protection price and excess liability limits per car category:

Smart Gold Cover Protection		
Segment / Car Group	Price	Deposit
Mini (Group A, A1, AA, AA1, B)	34,90 €	150 €
Economic (C, CA)	35,90 €	150 €
Economic PREMIUM (CP, CAP)	35,90 €	150 €
Compact (DS, DAS, E, EA, EWA, FS, FSA, IS, ISA ISA1)	36,90 €	150 €
Intermediate (GS, GA)	37,90 €	150 €
Intermediate PREMIUM (OS, OSA)	37,90 €	150 €
Premium (HA, HSA, HSAP)	40,90 €	250 €

Premium Plus (JWA)	40,90 €	250 €
Luxury (LSA)	N/A	N/A
Mini Van 5+2 (NA)	38,90 €	150 €
Mini Van PREMIUM 5+2 (NAP)	38,90 €	150 €
Minibus (M, MA, MEV)	40,90 €	250 €
Minibus PREMIUM (PA)	40,90 €	250 €

EP – Extra Protection

It covers damage to glasses, tires and wheels, rear-view mirrors, headlights, and optics of the rented Vehicle. It does not include damage to the under and upper car body and vehicle, interiors, loss of or damage to keys and documents. The daily cost of EP-Extra Protection amounts to € 12,00 per day up to 15 days.

RAP- Road Assistance Plus

When this assistance is subscribed, at a rate of €10.00 per day (VAT included) up to 10 days, the Customer's liability for towing and on-site assistance services will be eliminated for damages incurred at the site of the incident, including broken glass, windows, locks, wheels, as well as damage to the vehicle's underside, roof, interior, loss of keys, and damage to electric vehicle batteries, where responsibility is attributed to the driver.

Exclusions

The following are expressly excluded from coverages CDW, TP, SSCP, SGCP and EP, therefore are not subject to any reduction or cover, Damage due to negligence to the Vehicle, Damage under the Vehicle, Damage to the Roof, Damage to the Interior of the Vehicle, Change of Fuel, Loss of Keys and Damage to the Batteries of Electric Vehicles.

The following are considered to be acts of negligence, and therefore not subject to any reduction or cover, by way of example only and without exclusion of others:

- Unauthorized or unlicensed driving of the vehicle.
- Non-compliance with the maximum height of the vehicle.
- Driving in areas unsuitable for traffic.
- Improper use of the vehicle or contribution to its damage / theft.
- Collision with objects hanging, suspended, or obstructing the carriageway.
- Driving through a barrier that is too low for the vehicle to pass.
- Damage caused by gates or barriers in car parks.
- Driving on a road in poor condition without due care, resulting in damage to the vehicle.
- Driving on the beach or on unauthorized land or where the integrity of the vehicle may be at risk.
- Driving on flooded roads.
- Fueling the vehicle with the wrong fuel or otherwise contaminating the fuel with other substances, including additives.
- Damages occurred as a result of ignoring a signaling or trafficking light.

- Damage to the clutch (due to frequent misuse) or using the handbrake incorrectly.
- Wheel damage caused by driving with a flat tire.
- Placing unauthorized objects inside or outside the vehicle.
- Carrying dirty or contaminated materials that require extra cleaning costs or that damage or burn the interior.
- Damage resulting from leaving keys inside the car or losing the keys.
- Damage resulting from leaving the window open.
- Use of the vehicle in demonstration races, sports events or circuits, including private track days or those open to the public.
- Negligent driving, misuse of the vehicle, violation of the Traffic regulations, driving under the influence of alcohol or psychotropic substances.
- Failure to return the Vehicle or the keys

In such cases Renter will have to compensate the Rental Company for all expenses for all expenses incurred in this regard.

Damage caused by vegetation

Customer will be liable for any damage caused to the vehicle due to vegetation, even if has subscribed to the Smart Silver Cover Protection or Smart Gold Cover Protection clauses, as this can be considered his negligence to drive the car in the countryside or in places where the vegetation can cause scratches and damage to the vehicle.

Procedure in case of accident

In the event of an accident, with or without third parties, an accident report ('Friendly Accident Report') must be submitted, written and detailed according to the applicable regulations.

In the case of an accident involving a third party, it is essential to communicate the license plate number, the insurance company details, the full name of the driver and all possible witnesses, and the full name of the vehicle owner (as stated in the vehicle documentation).

If new damages (not pre-existing upon pick up) are found when checking the vehicle in (drop off) and if these are not covered by the clauses reducing and/or eliminating Customer's liability (Smart Silver Cover Protection or Smart Gold Cover Protection clauses), the procedure will be the following:

- In the event of damage included in the "Damages Table" of SBC, the drop-off location will immediately identify the damage jointly with the Customer, proceeding to quantify it and charging the corresponding amount to the credit card designated by the Customer for such purposes.

- In the event of damage not included in the SBC "Damages Table", once it has been identified jointly with the Customer, the drop-off location will temporarily block an amount on the Customer's credit card as a precaution, without charging it, and will wait for the damage to be quantified through the

required damage report. Once the damage report has been issued, the Customer will receive a communication containing the documents that prove the damage and the relevant quantification.

- For cases where it is not possible to identify the damage together with the Customer (for any reason attributable to them), Sicily by Car will temporarily block an amount on the Customer's credit card as a precaution, to proceed with the assessment of the damage either by the SBC Damages Table or by a damage expert. Subsequently, the Customer will be sent a communication with the documents that verify the damages and the relevant quantification. After 5 days of this communication, the amount quantified by the damage expert will be charged to the Customer's credit card.

- The Customer may dispute the damage and/or its quantification as documented by Sicily by Car. For this purpose, the reasons provided by the Customer will be recorded and Sicily by Car will respond to them within a maximum period of 30 days. If the reasons provided by the Customer are valid and duly substantiated, no charge will be made, or a refund will be issued to the designated credit card if the quantified amount has already been charged.

Additionally, if the Customer's dispute is received within 5 days following the communication sent with the notice of the required charge, the case will be temporarily put on hold, and no charge will be made until all necessary checks have been completed.

If the Customer reports an accident or incident for which he/she is not responsible or which was not caused by him/her, Sicily by Car will charge a deposit based on the amount calculated in accordance with the SBC "Damages Table" or, in the case of damages not listed in the table, according to an applicable damage report. This deposit will remain at the disposal of Sicily by Car while the claim is processed with the insurance company.

Additionally, if the insurance covers the damages, the indemnified amount will be deducted from the sum charged to the Customer.

If the accident is attributable to the Customer, the cost of the damage report (if applicable) as well as any shipping expenses will also be charged. In the event the customer reports an accident not caused by them and provides a signed accident report from the third party involved, they will be exempted from the damage liability amount established herein.

Should the third party's insurance not cover the damage due to an incomplete or inadequate accident report, or if the accident involves contributory or passive negligence, Sicily by Car will claim from the Customer the amount for damages to the Vehicle, up to the maximum contractual penalty established.

The Damage Report Form signed by the third party must be submitted in all cases, even if the damages are covered by optional clauses for limiting and/or eliminating liability (Smart Silver Cover Protection or Smart Gold Cover Protection).

No-show

If the customer does not arrive within 2 hours of the pickup time indicated in the reservation, the vehicle may no longer be available upon their arrival, unless the customer has provided their arrival flight number and an active mobile phone number for contact at the time of booking.

Cancellation

There is no cancellation fee.

Unused Days

Unused days are non-refundable.

Request for a refund

Any requests of refund must be made by e-mail at customers-spain@sbciberia.com.

Complaint form

In accordance with Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias, Sicily by Car provides complaint forms at its offices.

Additionally, the Customer may send their complaints directly to the following email address: customers-spain@sbciberia.com.

All of the above is in compliance with Decree 46/2009 of July 10, regarding complaint forms in consumer matters as published in the Boletín Oficial de las Illes Balears.

APPLICABLE LAW AND JURISDICTION

The vehicle rental contract without a driver will be governed by the current Spanish legislation applicable at the time the contract is formalized.

For any disputes that may arise under the vehicle rental contract without a driver, the contracting parties agree to submit to the jurisdiction of the competent courts of Barcelona, except in cases where the law restricts the autonomy of the parties' will and does not allow for the conventional jurisdiction established herein, in which case the legal jurisdiction must apply.

Additionally, any person considered a consumer may access the Consumer Arbitration System in accordance with Articles 57 and 58 of *Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios y otras leyes complementarias*, and *Real Decreto 231/2008, de 15 de febrero, por el que regula el Sistema Arbitral de Consumo*.



www.sbciberia.com