

Avis Prestige

Sub-license

Effective Carservice s.r.o.

The logo for Avis Prestige, featuring the word "AVIS" in a large, bold, white sans-serif font on a red background, followed by a vertical line and the word "PRESTIGE" in a smaller, white, spaced-out sans-serif font on a black background.

Claims Policy

Service provider: Effective CarService s.r.o.,
with registered office at Vajnorská 103/a, 831 04 Bratislava -mestská časť Nové Mesto, Slovakia,
ID No.: 48 031 933,
Tax ID: 2120006735,
VAT ID: SK2120006735,
Registered in the Commercial Register, Bratislava I District Court, Section: Sro, File no.: 109765/B.

Service provider's establishment: Vajnorská 127a, 831 04 Bratislava -mestská časť Nové Mesto, Slovakia, abbreviated as "B7B" (hereinafter as "establishment").

1. Scope of Application

1.1 All the definitions specified in the Terms and Conditions (hereinafter as "T&C") are applicable to this Claims Policy (hereinafter as "Claims Policy").

1.2. This Claims Policy lays down the procedure for handling claims involving Effective CarService s.r.o., which may be represented by the company's contracted sellers (hereinafter as "provider") and its final customers (hereinafter as "customer").

1.3. For the purposes of publishing this Claims Policy, the customer is thoroughly informed of the conditions and manner in which rights under liability for defects in the provided service are exercised (hereinafter as "claim") and the manner in which claims are settled, and the subsequent process of closing the claims procedure.

1.4. The Claims Policy lays down the claims procedure pursuant to §18 (1) of Act No. 250/2007 Coll. on Consumer Protection and on amendment of Act No. 372/1990 Coll., on Offences, as amended, as amended (hereinafter as "Consumer Protection Act"), Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter as "Civil Code"), Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter as "Commercial Code") and other generally binding Slovak legislation.

1.5. Claims are resolved in person at the establishment during business hours between 8:30 AM and 5:00 PM unless otherwise specified herein. Claims may also be reported electronically using the following email address: info@avis-prestige.sk by completing and sending in the claims form published on the provider's website, or by calling: 00421 902 101 101. <https://www.avis-prestige.sk/reklamacie/>

1.6 The Claims Policy applies to all the provider's services provided to customers.

1.7 Before any rental, every customer should review the provider's T&C, which are published on the provider's website, and specifically upon signature of the Vehicle Rental Contract / Operating Lease Contract at the latest in order to avoid any misunderstandings. <https://www.avis-prestige.sk/vseobecne-obchodne-podmienky/>

1.8 Upon the conclusion of such service agreement, the customer agrees to the Claims Policy and confirms they were familiarised with its contents.

1.9 When accepting the provided service from the provider or an employee authorised by the provider, the vehicle must be inspected thoroughly and all other materials reviewed to ensure that any damage identified in the provided service is recorded on the acceptance certificate, a template of which is published on the provider's website. <https://www.avis-prestige.sk/documents/preberaci-protokol.pdf>

1.10 An employee authorised to handle claims must be present at the branch during business hours.

2. Proof of Service (Invoice)

2.1 The provider is obliged to provide the customer with proof of service, which, for the purposes of claims, is an invoice specifying the following details:

- a) business name, identification number and registered office of the provider,
- b) address of the establishment,
- c) date on which the service was provided,
- d) identification of the service,
- e) prices of individual services and the total price paid by the customer with VAT in the case of a consumer.

2.2 Any service sale involving later delivery must specify the destination, and the date and time of delivery.

3. Claims Process

3.1 The provider is obliged to properly inform the customer of the conditions and the method of filing claims, including details as to where they may file any claim.

3.2 The customer is obliged to inform the provider without delay of any defects in the provided service and the filing of a claim. After careful consideration of the defect in the provided service, the customer's location (e.g. on a business trip abroad, holiday, etc.) and upon agreement between the customer and the provider, if there is an objective inability to return the vehicle to the provider's establishment, the provider may allow for the defect to be repaired at another authorised service station or by another party.

3.3 A customer filing a claim shall complete the claims form in which they shall provide a specific description of the defect and its manifestation, or the manner in which the service provided to them was defective.

3.4 If a consumer files a claim with the provider, the provider or their authorised employee shall instruct the consumer of their rights pursuant to §622 and §623 of the Civil Code. Under §662 of the Civil Code, if there is a defect in a provided service that may be remedied, the renter has the right to its remedy, at no charge, in a full and timely manner. The provider is obliged to remedy such defect without any undue delay. Instead of remedy of such defect, the Sub-lessee may request replacement of the provided service or, if the defect only involves part of the provider service, replacement of a part thereof, so long as the provider does not incur excessive costs with respect to the price of the provided service or the severity of the defect involved. Instead of providing remedy of a defect in a claim, the provider may replace the service as a whole with another service without such defect so long as such exchange does not subject the renter to undue hardship. Under §623 of the Civil Code, if a provided service has an irreparable defect which prevents the full use of the rental service as intended without such defect, the renter has the right to an exchange of such service or the right to withdraw from the related agreement. The renter has the same rights if such defect in the provided service is repairable, but the renter is unable to make full use of the service due to the recurrence of such defect in the provided service after repair or due to an excessive number of defects in the provided service. In the event of other irreparable defects in the provided service, the buyer has the right to an appropriate discount from the provider's price for the provided service.

3.5 Based on the options available to the consumer who files the claim under the rights specified in Subsection 3.4 herein, the provider shall determine a method for resolving the claim as follows:

- repair,
- exchange,
- payment of an appropriate discount from the service price,
- refund of the full or an appropriate portion of price for the rental service,
- reasoned rejection of the claim.

The provider shall specify the option selected by the consumer to resolve the claim in the receipt confirming filing of the claim.

3.6 If the provider's branch is temporarily closed, the provider shall post the beginning and end of the branch's closure at its location where its business hours are posted a minimum of 24 hours prior to such temporary closure under the assumption that the branch is closed for more than one (1) day. If the provider's branch is closed permanently, the provider shall give notification a minimum of seven (7) days prior to its permanent closure by posting a notification at the branch where the business hours are posted and specifying the branch where claims will be resolved, and the date of permanent closure of the branch.

3.7 The provider or their authorised employee must accept claims filed electronically, over the phone, or in person at a branch.

3.8 The provider, their authorised employee, or other designated party is obliged to resolve the claim immediately; if such resolution is infeasible given the complexity of the claim, the claim must be resolved within 30 days. This period does not include the time necessary for an expert assessment of the deficiency in the provided service. Once the maximum period to resolve a claim is exhausted, the provider has the same rights as if an irreparable deficiency is involved.

3.9 When a claim is filed, the provider is obliged to provide the customer with filed claim confirmation.

3.10 If a claim is filed using remote means of communication per Subsection 1.1 herein, the provider shall issue the customer filed claim confirmation immediately or, when infeasible, then without any undue delay, and with the proof of the settlement of the claim at the latest.

3.11 The provider shall issue a certificate certifying resolution of the claim within 30 days of the filing of the claim at the latest.

3.12 The provider shall maintain records of claims and submit them to supervising authorities upon request. Records of claims must contain the following details:

- filing date of the claim,
- date and method of claim settlement, and
- serial number of the receipt confirming filing of the claim (invoice number).

4. Filing Claims

The customer's rights under liability for deficiencies in services provided by the provider may only be exercised during the service provisioning period (rental of the vehicle) and within three (3) business days after the provisioning period (after the end of the rental period).

5. Process for Resolving Claims

5.1 The customer shall provide the following information in the claims form when filing a claim:

- number of the claims form (invoice number),
- date on which the defect was identified,
- filing date of the claim,
- details of the service involved in claim (type of vehicle, registration plates, rental service date, total price for the provided service in EUR, number of vehicle rental agreement / operating lease agreement),
- proposed remedy, or the requested remedy to the claim, if a consumer is involved,
- a written description of all the identified deficiencies, proposed compensation for damages.

5.2 The customer shall provide the following documents together with the claims form when filing a claim:

- the vehicle rental agreement / operating lease agreement,
- vehicle acceptance certificate,
- the customer's printed order,
- proof of service (invoice).

5.3 The provider shall provide the customer with filed claim confirmation in electronic or paper form. If filed claim confirmation is sent in electronic form, it will be sent to the email address from which the customer sent the claims form. The provider is not liable if delivery to the specified email address fails. Confirmation must contain:

- date of service provision,
- filing date of the claim,
- receipt date of the claim,
- details of service involved in claim,
- deficiencies identified in the claim,
- remedy to resolve the claim proposed by the customer, if a consumer is involved,
- designation of a responsible person.

These details may be provided in the written claim filed by the customer.

5.4 A claim may be filed when the delivered service did not acquire its essence (the rental of the vehicle did not occur) or if deficiencies appear during delivery of the service (rental of the vehicle).

6. Method of Deciding on a Claim

Based on a qualified assessment of the specific deficiency involved, an authorised employee or the provider's authorised service station will decide on the proper remedy of the claim.

7. Resolving Claims

7.1 The period for settling claims involving a consumer may last max. 30 days if all conditions specified in the claims policy are met. The process of settling a claim may not last more than 30 days. Once this period is exhausted, a consumer has the same rights as if an irreparable deficiency is involved.

7.2 The period for settling a claim begins on the date the provider receives the subject of the claim if receipt of the subject of the claim by the provider occurs later than the date on which the customer files the claim.

7.3 In instances other than those specified in Subsection 7.1 herein, and when a consumer is not involved, claims are differentiated based on if the filed claim involves a material breach of agreement, or a immaterial breach of agreement pursuant to the Commercial Code. In the case of a material breach, the provider is obliged to remedy such defect within an adequate additional period upon agreement with the customer. If the defect is not remedied in such adequate additional period, the customer may withdraw from the agreement under §461 (2) of the Commercial Code or request an appropriate discount from the price of the provided service, including before the end of the designated period if the provider notifies them that they will not remedy the defect. In the case of an immaterial breach and the customer requests remedy of the defect in the provided service (i.e. not a specific adequate discount), it is not permitted before the end of the designated period which the customer is obliged to provide to the customer for other claims related to defects, except for damages or a contractual penalty, if agreed. If the customer does not designate an adequate additional period to the customer to remedy defects in a provided service, the supplier shall notify the customer of the defined period to remedy the defect in the provided service. If the customer does not disagree verbally or in writing without any undue delay after the notification of such period by the provider, such notification effectively defines the period to remedy the claim. The adequacy of such period is assessed on a case-by-case basis.

7.4 The provider is authorised to reject or return an incomplete or improperly filed claim to the customer for amendment pursuant to the STN ISO 10002 standard. Rejection has no prejudice towards the period for settling the claim. The period for settling a claim is interrupted until the claim is refiled. If the customer does not remedy formal deficiencies in their claim within ten (10) business days, the provider shall suspend the claims process and inform the customer of such fact in writing.

7.5 A claim may be settled through:

- repair,
- exchange,
- payment of an appropriate discount from the service price,
- refund of the full or an appropriate portion of price for the rental service, or

- reasoned rejection of the claim by the provider.

7.6 If the customer filing a claim fails to meet the conditions of the claims process, the provider shall settle the claim in accordance herewith, and applicable, generally binding legislation so that their legal rights are not affected.

7.7 Once the claim is settled, the customer is notified (over the phone, via email, via registered mail, etc.) that they may come and pick up the claim. The details specified by the customer when filing the claim will be used for the purposes of communication. The use of electronic communication (SMS, email) is considered proper notification of the customer on the date that matches the date on which information is sent using an electronic medium.

7.8 A claim will not be honoured if the provider is able to credibly demonstrate that they were not at fault for the claimed deficiency and the provider was unable to reasonably avoid such deficiency given it was caused by another unforeseeable circumstance (e.g. Vis major, etc.).

7.9 All properly filed claims will be settled at no cost. In the case of an unjustified claim, the costs related to settling the claim may be billed to the customer, except in the case of a consumer.

8. Final Provisions

8.1 This claims policy enters into force and effect on 21 June 2021

8.2 By signing the claims form, a customer who is a consumer confirms that the supplier has acquainted them in a clear and comprehensible manner with all their consumer rights, in particular, but not only, their right to normal quality services, their right to file a complaint, conditions and method of handling complaints, where the claim can be filed, the right to compensation, the right to information, the right to health, safety and economic interests and the right to make suggestions and complaints to the supervisory and control authority in the event of a breach of the consumer's statutory rights. The customer likewise confirms that they were acquainted by the provider of their right to employ an alternative dispute resolution entity which is authorised to conduct alternative dispute resolution to achieve an amicable settlement of the dispute between the parties to the dispute in accordance with Subsection 12.7 of the T&C.

8.3 The renter reserves the right to make changes to the claims policy without prior notice.

8.4 After every change in the claims policy, a complete version is prepared and made available pursuant to Subsection 8.6 herein.

8.5 The claims process is governed by the claims policy in force and as amended at the time of providing the service involved in the claim.

8.6 The claims policy is published online on the provider's website and is available to the customer at <https://www.avis-prestige.sk/reklamacie/>

8.7 Legal matters not governed herein are subject to Slovak laws and legislation.

8.8 All provided personal data shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter as "GDPR") and Act No. 18/2018 Coll. on Personal Data Protection and on amendment of certain acts, as amended, and personal data will only be provided or disclosed to third parties and the processor in accordance with GDPR. Other details concerning personal data processing are published on the provider's website in the Personal Data Protection section at <https://www.avis-prestige.sk/ochrana-osobnych-udajov/>

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