



STUDY ON THE COMPLIANCE OF THE CAR RENTAL INTERMEDIARIES' ONLINE SERVICES WITH THE REQUIREMENTS OF THE EU LEGISLATION

Final Report

Written by: *IPSOS, Time.Lex, VVA*
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EUROPEAN COMMISSION

Directorate-General for Justice and Consumers

Contact (DG JUST): Benedikt WILLMER

E-mail: just-e3@ec.europa.eu

European Commission
B-1049 Brussels

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Abstract

[English]

The aim of the *study on the compliance of the car rental intermediaries' online services with the requirements of the EU legislation* was to check if the main car rental intermediaries used by European consumers comply with EU consumer protection legislation. The study covered intermediary websites in the EU as well as Iceland, Norway and the UK. In order to meet the overarching aim of the study, three objectives were outlined: i) to depict a comprehensive landscape of the main car rental intermediary websites that target EU-consumers; ii) to map the relationship between car rental intermediaries and airlines and main booking platforms and, if possible, provide more information on this relationship; iii) to check the compliance of the websites found under objective 1 with EU consumer protection legislation, including a check of the Terms and Conditions of the websites in different EU languages. The findings of the study were also used to draw conclusions with regards to the degree of compliance and the resulting risks for European consumers, and to develop a set of recommendations that can help leading to sector-wide compliance with the legislative framework – expanding earlier commitments made by car rental companies to intermediaries to achieve a common standard.

[French]

L'objectif général de cette étude sur la conformité des services en ligne des intermédiaires de location de voiture à la législation européenne était de vérifier que les principaux intermédiaires de location de voiture utilisés par les consommateurs européens respectent la législation européenne sur la protection des consommateurs. L'étude a porté sur les sites Internet des intermédiaires dans les États membres de l'UE ainsi qu'en Islande, en Norvège et au Royaume-Uni. Afin d'atteindre le but premier de cette étude, trois objectifs spécifiques ont été établis : i) dresser un tableau précis des principaux sites Internet des intermédiaires de location de voiture ciblant les consommateurs européens ; ii) identifier la relation qu'entretiennent les intermédiaires de location de voiture et les compagnies aériennes avec les principales plateformes de réservation et, si possible, fournir plus d'informations sur cette relation ; iii) vérifier la conformité des sites Internet inclus dans l'objectif 1 de la législation européenne sur la protection des consommateurs, ce qui comprend l'examen des Conditions générales d'utilisation de ces sites Internet dans différentes langues de l'UE. Les résultats de cette étude ont également été utilisés pour tirer des conclusions au niveau du degré de conformité et des risques en résultant pour les consommateurs européens, ainsi que pour développer une série de recommandations qui permettraient d'aboutir à la conformité de l'ensemble du secteur au cadre législatif, ceci en étendant les engagements déjà pris par les entreprises de location de voiture aux intermédiaires pour parvenir à une norme commune.

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1 Introduction

The European car rental market constitutes an important service market. In 2017, the market accounted for EUR 4.4 billion in revenue, reaching 16.4 million users with a penetration rate of 2.4%.¹ The largest markets on a member state level are France, Germany, Spain and Italy, who represent approximately 70% of the sector in Europe.² The European car rental market accounts for 25% of the global car rental market.³

Furthermore, this market has grown at an average rate of 5% per year in the past five years and, before COVID-19 crisis⁴, this growth path has been expected to continue in the forthcoming years. The revenue grew further by 3.7% in 2018 and was expected to grow further with approximately 10% by the end of 2020. A key driver for the expansion of this market has been the travel and tourism sector. Tourism in Europe generates over 5% of the GDP in the European Union. Since 2012, the sector has shown a steady growth, which was abruptly distorted in March 2020 – when local, regional and international travel restrictions imposed by governments to prevent the spread of COVID-19 impacted travel and tourism⁵. In sum, despite the exceptional circumstances within which the sector has had to operate in 2020, the car rental market is both an important economic sector for the European Union single market as well as a very relevant service market for EU consumers.

¹ Mordor Intelligence (2018). European Vehicle Rental Market.

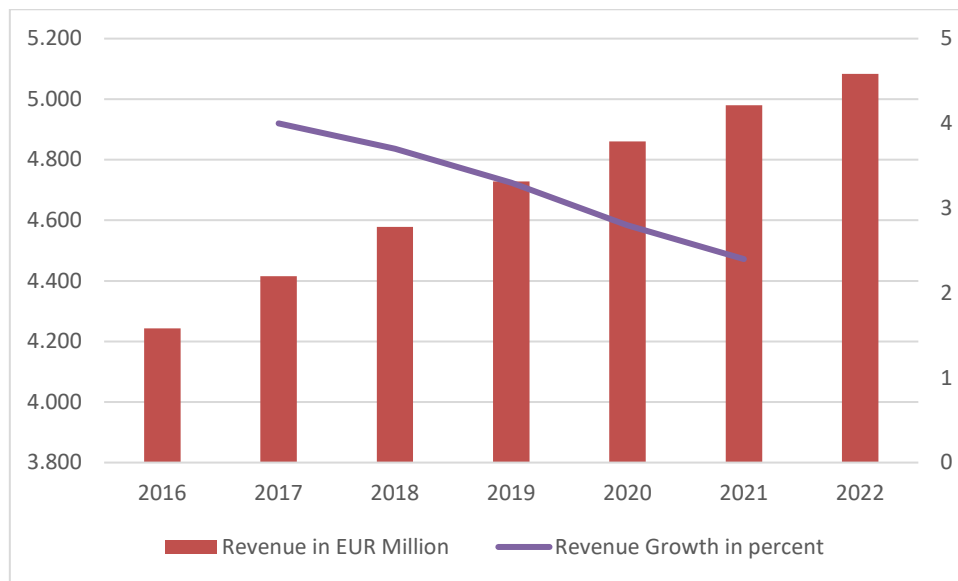
² Nedreid Corporate Advisory (2016). European Car Rental: Market Overview and Structural Perspectives.
<http://www.nedreid-ca.com/wp-content/uploads/2016/01/European-Car-Rental-Market-Overview-and-Structural-Perspectives.pdf>

³ <https://www.statista.com/outlook/270/102/car-rentals/europe?currency=eur> (consulted: 15/08/2018).

⁴ The estimations on how the market will grow were done before the outbreak of COVID-19. At time of drafting, the effect of the infection on travel and tourism sector in general and more specifically on the car rental intermediary market cannot yet be assessed.

⁵ Sharma, A. and Nicolau, J (2020). An open market valuation of the effects of COVID-19 on the travel and tourism industry. *Annals of tourism research*, 83. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7334908/>

Figure 1.1: Total worth of the European car rental market⁶



The majority of the car rental sector in Europe is controlled by five companies (i.e. Avis Budget, Enterprise, Europcar, Hertz and Sixt).⁷ These companies have a truly EU-wide presence and cover approximately 65% of the market. In addition to the major actors in the market, a significant number of independent companies are active in the different member states. Data from 2015 suggests that these other/independent enterprises own approximately one third of the market. However, these numbers may change in the near future⁸ as travel restrictions due to the COVID-19 pandemic have led to considerable revenue losses, downgrading on the stock market, disposal of non-core assets, rising debts and layoffs⁹. For example, AVIS' revenue and stock value have respectfully decreased with 80% and 74% in 2020.¹⁰

Despite a certain degree of consolidation of the EU-wide car rental market, it is not fully homogeneous and some degree of fragmentation exists. In its 2016 report¹¹, Nedreliid explains that consumer preferences differ across member states with regard to car size,

⁶ Source: Statista, 2018

⁷ Nedreliid Corporate Advisory (2016). European Car Rental: Market Overview and Structural Perspectives. <http://www.nedreliid-ca.com/wp-content/uploads/2016/01/European-Car-Rental-Market-Overview-and-Structural-Perspectives.pdf>

⁸ Gössling, S., Scott, D. and Hall, C. (2020). Pandemics, tourism and global change: a rapid assessment of COVID-19. *Journal of Sustainable Tourism*. pp. 1-20. <https://www.tandfonline.com/doi/epub/10.1080/09669582.2020.1758708?needAccess=true>

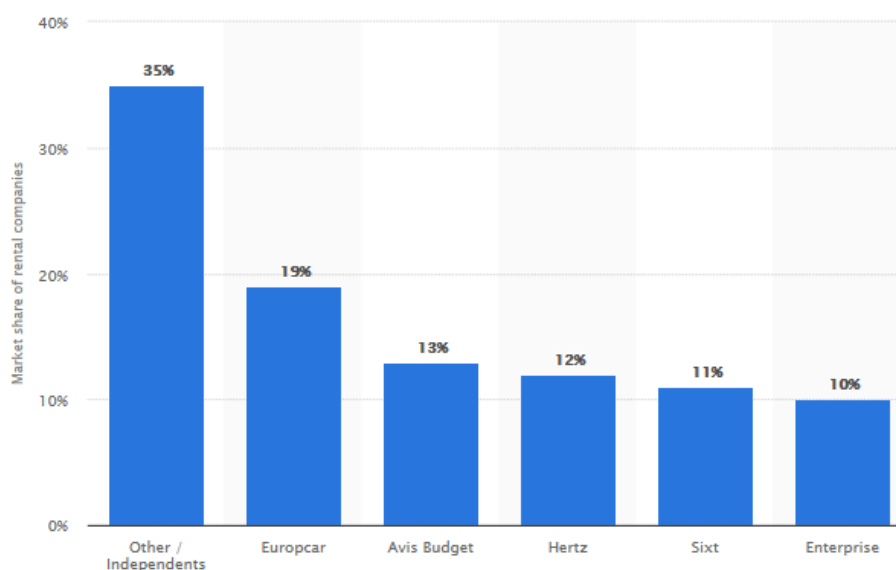
⁹ Nhamo, G., Dube, K and Chikodzi, D. (2020). Impact of COVID-19 on Global Car Rental Industry and Ride and Share Transport Services. *Counting the Cost of COVID-19 on the Global Tourism Industry*. pp. 159-181. https://link.springer.com/chapter/10.1007/978-3-030-56231-1_7

¹⁰ Global Fleet (2020). How COVID-19 impacts car rental industry. Retrieved 8 December, 2020, from <https://www.globalfleet.com/en/leasing-and-rental/smart-mobility/global/features/how-covid-19-impacts-car-rental-industry?a=PSE12&t%5B0%5D=Hertz&t%5B1%5D=Avis&t%5B2%5D=Sixt&t%5B3%5D=Europcar&curl=1>

¹¹ Nedreliid Corporate Advisory (2016). European Car Rental: Market Overview and Structural Perspectives. <http://www.nedreliid-ca.com/wp-content/uploads/2016/01/European-Car-Rental-Market-Overview-and-Structural-Perspectives.pdf>

price level, etc. These differences make it challenging for companies to run an EU-wide business.

Figure 1.2: Market share of car rental companies in the EU



Source: Statista, 2018; The market shares are an estimation, based on the companies in which Europcar is active, i.e. Belgium, France, Germany, Italy, Portugal, Spain the United Kingdom.

1.1 Prior actions on consumer legislation compliance in the car rental sector

Because the car rental market is at once one of the most important cross-border service sectors in the EU and a sector that is known to generate a lot of consumer complaints, actions have already been taken in the past years to gain more insight in the spread of consumer regulations violations and to increase compliance. A steady increase of consumer complaints about (cross-border) car rentals between 2012 and 2014 (from 1050 to 1750) led to a joint action in 2015 from national Consumer Protection Cooperation authorities, coordinated by the European Commission and the UK Competition and Markets Authority (CMA).¹² A dialogue was set up with Avis Budget, Enterprise, Europcar, Hertz and Sixt and the industry's European trade association Leaseurope took the initiative to update their guidelines to make them aligned with the relevant EU rules and action points.¹³

¹² https://ec.europa.eu/commission/presscorner/detail/en/IP_15_5334

¹³ Leaseurope (2017). Leaseurope Guidelines to the Code of Best Practice for the car and van short term hire industry. <http://www.leaseurope.org/uploads/LE%20RAC%20guidelines%206.5.pdf>

This action was concluded in 2019, with the European Commission concluding that the involved companies are mostly compliant with EU consumer law, though some companies still needed to implement some changes¹⁴. In practice, the companies have made engagements to make any remaining necessary changes in the course of 2019 and at the latest by the first quarter of 2020. These engagements include:

- Including all charges in the total booking price (including any additional costs)
- Clearly describing key rental services in terms and conditions in the national languages of the countries in which services are offered
- Making clear the details and prices of optional extras, specifically for insurance waivers that reduce the amount due in case of damage.

1.2 Car rental intermediaries

Whereas consumers can make a direct booking via a major or smaller car rental company (i.e. companies that own the rental vehicles), they may also book indirectly, through intermediaries. The latter are companies that do not own fleets of rental vehicles but arrange the services of rental companies for the consumer. Intermediaries may vary greatly and can include travel agencies, transport companies, operators of booking applications, price comparison websites, etc. Even though these are all labelled intermediaries, they operate very differently, having an entirely different core business. Consequently, the process consumers go through to rent a car may also differ.

1.3 Existing compliance reviews of car rental intermediaries

Consumer issues observed in car rental companies have also been observed with car rental intermediaries. Moreover, the intermediary character of these providers creates its own challenges. Initial desk research and pilot testing in the inception phase of this study provided indications of some potential issues in particular:

- It is not always clear which company is bound to the consumer in relation to the car rental, and the intermediary may have passed insufficient information about the applicable terms and conditions to the consumer.
- It is not always clear whether complaints can be directed against the intermediaries or the car rental companies.
- Furthermore, online price comparison companies have been blamed for providing incomplete price information.

1.4 Legal framework at the EU level

A plethora of consumer legislation exists at European level to protect consumers from unfair commercial practices. Equally, EU law endows consumers with a set of rights when entering contracts to protect their economic and legal interests when engaging with traders or other businesses, and the power to exercise those rights if violated. The provisions of these legal instruments sometimes overlap each other. As will be indicated below, certain practices may be sanctioned simultaneously under various provisions. We discern the following instruments as the most relevant EU legislation:

¹⁴ https://ec.europa.eu/commission/presscorner/detail/en/IP_19_1790

Legal framework

Legislation	Provisions
Unfair Commercial Practices Directive (UCPD)	Apart from the practices listed in Annex I, misleading and/or aggressive practices can be considered forbidden after an assessment of the practice and its impact on the consumer's behaviour. The important elements that may be subject of deception are the main characteristics of the product or service, the extent of the trader's commitments, the price or its calculation, the identity of the trader and the consumer's rights (art. 6,1). These elements can be perceived in a deceiving manner, either explicitly, either through subtle techniques, creating an overall deceiving impression. Misleading practices may also result from misleading <i>omissions</i> , where relevant information is not presented or insufficiently transparent for the average consumer (art. 7). This may include relevant information that is only presented in small print and that may contradict statements that are formulated more obviously (such as the "headline" price for the rental of a certain car, which is presented in large letter type, but which may be altered due to certain provisions stated in small print). In the case of an invitation to purchase, certain information is regarded as material and should not be omitted: the main characteristics of the product or service, the identity of the trader or the identity of the trader on whose behalf he is acting ¹⁵ , the full price or its calculation (or at least the fact that additional charges may be payable), the arrangements for payment, performance and the complaint handling policy, and the right to withdraw if that is applicable (art. 7,4).
Consumer Rights Directive (CRD)	Since brokers and intermediaries rather 'arrange' contracts to be signed between car rental companies and consumers, it will not always be obvious who is considered bound by such agreement if it is made online through the website of

¹⁵ The terms and conditions of the car rental company must be shown in a sufficiently clear manner. In practice, these are sometimes directly downloadable at the website of the intermediary, sometimes only referred through a link. The terms and conditions must be understandable and must be downloadable (thus they can be kept on a durable medium and serve as evidence). These requirements follow from art. 10,3 of the E-commerce Directive 2000/31/EC and art. 8.7 CRD. In practice, it occurs that consumers are obliged to sign a new agreement at the pick-up desk, drawn up in the local language.

an intermediary.

The Directive requires prior information regarding the offered product or service, including the *characteristics of the product or service* and *the total price* thereof.

In relation to the car rental sector, this requirement implies that all the mandatory charges related to a car rental are clearly presented to the consumer. Furthermore, the total price should be presented early in the search and booking process.

An addition of mandatory prices during the booking process, increasing the headline price, a technique known as drip pricing or partitioned pricing, can be regarded as an infringement of the CRD, as well as a misleading practice under the UCPD.

Additional charges for non-mandatory *options* (such as GPS, child seats, more than one driver, and specific waiver¹⁶ and insurance cover) must be sufficiently transparent. It is not allowed to present such options as default choices in pre-ticked boxes, which a consumer may overlook, causing him to be bound by unnecessary options and extra charges (art. 22 CRD)

The relevant information about the *terms and conditions* of the contract, and thus the rights and obligations of the parties – sometimes presented as “policies” – must be provided.

If the fuel policy is not detailed, and the (excessive) charged costs for a full fuel tank at the pick-up of the car are not clearly indicated early in the booking process, this may be considered as an omission of material information about a non-optional cost that should be included in the total price¹⁷.

The consumer should also be clearly informed in the course of the precontractual stage how the financial liability for any *damages* will be assessed, which inspection of the car is required at the pick-up and/or at the return of the car, including the cost of a third-party inspection if this is required in case of damages, and how a possible dispute can be handled.

If the car rental company requires a minimum deposit or a reservation on a credit

¹⁶ Waivers limit the liability risk of a consumer in case he would be liable for damage to the vehicle (he may be liable below a certain threshold or above a certain amount (excess). Sometimes a consumer can take an additional optional insurance to cover such excess.

¹⁷ This omission could be regarded as an infringement of articles 6 and 7, 4 UCPD, as well as an infringement of the “blacklist” Annex, point 1 i of the Unfair Terms Directive (the consumer may be bound by general terms that he was insufficiently acquainted with – see further below), and an infringement of article 6,1,e CRD (provision of full information on the price).

	or debit card as a guarantee, that should also be transparently and timely disclosed as precontractual information.
Unfair Contract Terms Directive	<p>The Unfair Terms Directive¹⁸ contains general principles about unfair standard terms in a B2C relationship. A contract clause may be considered unfair if it causes a significant imbalance to the detriment of the consumer. Contract terms must be transparent, and consumers must be aware of the meaning of the terms.</p> <p>Other provisions of the Directive may be relevant, e.g. when a rental car company can decide in its discretion to replace an ordered type of car by a different car, there would be violation of the provision of Annex, 1, j (enabling the trader to alter the contract unilaterally without a valid reason).</p>
Other provisions	Under the revised Payment Services Directive (PSD2), the blocking of an amount on a credit card is subject to an express authorisation of the consumer.

1.5 Study objectives

The overall aim of the study is to check **if the main car rental intermediaries used by European consumers comply with EU consumer protection legislation**. In order to meet the overarching aim of the study, three objectives are outlined:

Objective #1

To depict a comprehensive landscape of the main car rental intermediary websites that target EU-consumers;

Objective #2

To map the relationship between car rental intermediaries and airlines and main booking platforms and, if possible, provide more information on this relationship;

Objective #3

To check the compliance of the websites found under objective 1 with EU consumer protection legislation, including a check of the Terms and Conditions of the websites in different EU languages.

¹⁸ Directive nr. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts.

The results of the above objectives will lead the study to draw conclusions around compliance differentiating what is ultimately unlawful or not in terms of the practices encountered and therefore whether and what action needs to be taken. The results of the study will be important to consider what further actions by the national consumer authorities and the European Commission could consider in this specific market.

In order to meet the aim and objectives of this study, several methodological tools are employed. A summary table of the objectives and methodological tools utilised to shed light on those objectives is outlined in the table below:

Research objectives and methodological tools

Research objective	Methodological tools
Landscape of car rental intermediary websites that target EU consumers	<p>Website identification (dual approach of Similar Web and search engine)</p> <p>Creating a database of websites (from the dual sources identifying websites)</p> <p>Clearing and coding of websites (within scope and identifying key features)</p> <p>Creation of fiches of the landscape in each country</p>
Map the relationship between car rental intermediaries and airlines and main booking platforms	<p>Review of the research and literature</p> <p>Typology of business models</p> <p>SimilarWeb data to identify relationships</p> <p>Stakeholder Interviews</p>
Check the compliance of the websites found under objective 1 with EU consumer protection legislation, including a check of the Terms and Conditions of the websites in different EU languages	<p>Assessment flow and identification of key parameters and indicators</p> <p>Assessment sheet for compliance check</p> <p>Compliance check</p> <p>Analysis of the results</p>
Analysis of the results and provide conclusions and recommendations	<p>Statistical analysis of the data</p> <p>Assess the results against the legislative framework and</p>

the available regulatory/enforcement/policy actions that
could be taken

2 The landscape of main car rental intermediary websites

2.1 Methodology to map the intermediary landscape

The main objectives of mapping the car rental intermediaries landscape were to

- Identify the top dedicated intermediaries, general booking sites and airline websites at the European level and per country
- Gather relevant metrics that inform about the scope, size and operation of these websites
- Analyse these metrics in order to get a view on the intermediary landscape in Europe

In order to map the car rental intermediaries landscape in Europe, the mapping exercise was executed following four consecutive methodological steps.

The first step encompassed the identification of websites and the creation of a database of car rental intermediary websites operating within Europe between January 2019 and February 2020. The identification of websites was done via two main sources: website traffic data from the web analytics provider Similarweb, and identifying websites through keywords on search engines (Google and Ecosia.org). The websites resulting from these sources were manually validated on their eligibility (i.e. do they offer car rental search services). Manually added to this first list of websites was an exhaustive list of airlines that also offer (themselves or via a partner) car rental services. This resulted in a final list of 547 car rental intermediary websites¹⁹, which formed the basis for the detailed mapping of the car rental intermediaries landscape.

Once the initial database of intermediaries was complete, the next step was to extract relevant website traffic data for the websites in the database from Similarweb. Key metrics were extracted automatically from the said provider and covered relevant data²⁰ from February 2019 until January 2020. To determine the **top websites per country**, the **top countries per website** and the **total European traffic** the extracted metrics encompassed specific data on **website traffic**, **traffic channels**, **audience statistics** and **mobile vs. desktop traffic**.²¹ Furthermore, to shed light on the link between different providers in this sector, the metrics included traffic flow data which focus on

¹⁹ the database submitted together with the first interim report contained 554 websites. During task 2, as part of the sample review but also during the fieldwork itself, a small number of websites originally included were identified as not being in scope either because they do not offer car rental services (3 websites) - but rather only information about car rental - or because they offer only rental of other vehicles - most notably camper vans and caravans (4 websites). These websites were removed from the database and not further taken into consideration for the mapping of the intermediary landscape.

²⁰ the specific metrics have previously been shared with DG JUST and in consultation with them, the useful ones were included in the mapping.

²¹ Traffic data are extracted from Similarweb for the top 50 countries per website, worldwide. This means that it is possible that a European country is responsible for some amount of traffic to a website because it is not among the 50 top countries for that website. For the smallest countries in scope of this study (such as Luxembourg and Malta), this has some impact on the available data for the largest websites: because these websites operate globally and attract traffic from many countries, small countries have a risk of falling outside of the top 50. As a consequence, these large websites will also not appear among the top websites for those countries – see also section 2.2.2.2.

referral traffic.²² These metrics were particularly useful for further defining the websites and to determine their importance within each country and Europe relative to other websites, as well as their geographic scope. To identify and calculate key metrics for the landscape exercise, a number of derived metrics were computed based on Similarweb's extracted data per website as a third step. The metrics computed per website generated information on **geographical scope** (i.e. national, regional and international), **website traffic share** (i.e. the 'market share' of that website within its category, as defined by website traffic) and **country traffic share** (i.e. the amount of traffic to a website that comes from a specific country as a percentage of the total global traffic to that website). Lastly, following the extraction of the data and the calculation of the derived metrics, the top car rental intermediaries were identified to create the output of the landscape exercise in the form of a set of fiches per country and the all country level (annexed to this report) and for the top 5 providers in Europe²³. This was done based on the **yearly traffic per website**. The websites identified included Top 10 dedicated car rental intermediaries, Top 3 airlines and Top 3 general booking sites. Based on this ranking, the top 5 provider websites that were selected for an in-depth review and presentation in a separate top provider fiche included dedicated intermediaries Rentalcars.com, Billiger-mietwagen.de and Carflexi.com; airline website Ryanair.com; and general booking site Booking.com. This selection approach allowed for the representative selection of all three defined subtypes.

A full description of the mapping methodology is provided in Annex 1.

2.2 Key insights from the mapping exercise

This section presents key findings about the car rental intermediary landscape based on the available data and the mapping of the most important websites per country and at the European level.

- The mapping exercise identified 547 car rental intermediary websites operating in Europe. This list can be considered to contain all important intermediaries in the European market. While there is a chance that some very small or very recent (post February 2020) players on the market are not included, such omissions are likely to concern only websites with a very small reach and thus also only a small impact on consumers' experience in the car rental intermediary market.
- Of the 496 non-airline intermediaries, 282 (57%) are **dedicated car rental intermediaries**, offering only car rental services. Among the dedicated car rental intermediaries, 88% offers direct booking via their own websites, and only 12% redirects to the car rental company to complete the booking process.

²² Traffic flows are only relevant for large providers as limited traffic to small providers means that we do not have sufficient data to include them in our analysis.

²³ The country fiches present the top providers per country (as well as separately for all countries combined). The provider fiches present key metrics for the top 5 car rental intermediary providers in Europe.

- The remaining 43% are general booking sites, also offering other services. Among general booking sites, redirecting for the booking is much more common, and is the modus operandi for just above half of these websites (53%). This is likely a consequence of the fact that since for general booking sites car rental might not always be their core business, and hence they are more likely to enter into a partnership with other actors for (part of) their car rental operations. The aspect of direct booking versus redirecting and partnering with other actors for the search and booking process is explored in detail as part of our analysis of car rental intermediaries' relationships, in section 2.3.

Table 2.1 Intermediary type

Intermediary type	Frequency ²⁴	Booking type	
		Direct	Redirect
Dedicated intermediary	57%	88%	12%
General booking site	43%	47%	53%

- More than half (56%) of the websites in our database have a **national scope** - meaning that at least 80% of their website traffic comes from one country. 16% have a **regional scope** (at least 80% of their traffic comes from between 2 and 5 countries), and 28% have an international scope.

The geographic scope differs depending on the website **type**. Whereas more than half of airline websites have an international scope (57%), this is the case for only a minority of dedicated intermediaries (30%) and general booking sites (19%). Vice versa, the large majority of general booking sites in our database has a national scope (70%), clearly more than dedicated intermediaries (52%) and airline websites (20%).

Table 2.2 Scope per intermediary type

Intermediary type	Scope		
	National	Regional	International
Dedicated intermediary	52%	17%	30%
General booking site	70%	11%	19%
Airlines	20%	24%	57%

²⁴ The distribution of each of the 2 types in the database of websites (not including the airline websites).

- At the European level **rentalcars.com** is by far the largest dedicated car rental intermediary. It is responsible for 45% of the traffic of dedicated intermediaries included in the database. Moreover, all other dedicated intermediaries make up for a much smaller percentage: the second-largest of them, **billiger-mietwagen.de**, only accounts for 8% of the total traffic of dedicated intermediaries across all countries. Furthermore, it is notable how much smaller other dedicated intermediaries with similarly international scope are compared to **rentalcars.com**. **Holidayautos.com**, the second biggest international intermediary website in our database accounts for only 3% of the overall European traffic of dedicated intermediaries, followed by **carflexi.com** (3%) and **economycarrentals.com** (2%). This shows that **rentalcars.com** is by far the most important international player in the European car rental intermediary market.

Table 2.3 Largest dedicated intermediaries (in terms of traffic share)

Website	Scope	Traffic share (among all dedicated intermediaries)
rentalcars.com	international	45%
billiger-mietwagen.de	national	8%
holidayautos.com	international	3%
carflexi.com	International	3%
economycarrentals.com	international	2%

There is a slight nuance to this, however. The mapping exercise and landscape analysis is based on data at the website level. **Rentalcars.com**, as most other intermediaries do, channel all traffic to the same website. Some intermediaries however have specific domains per country. The most prominent example of this is **autoeurope**, which has 18 country-specific domains and one European domain (**autoeurope.eu**). Two of these domains (**autoeurope.it** for Italy and **autoeurope.fr** for France) are among the top 10 of dedicated intermediaries in Europe, but due to their national focus it is not surprising that they follow far behind **rentalcars.com**. When considering all **autoeurope** domains together, however, that intermediary attracts 9.9 million visits per year (9% of traffic to dedicated intermediaries), making them the second biggest dedicated intermediary in Europe, just ahead of **billiger-mietwagen.de** but still far behind **rentalcars.com**. The table below shows the top 5 dedicated intermediaries with an international

scope, also including autoeurope when taking together all traffic to their national websites.

Table 2.4 Largest dedicated intermediaries with international scope (including autoeurope)

Website	Traffic share (among all dedicated intermediaries)
rentalcars.com	45%
Autoeurope (all national versions)	9%
holidayautos.com	3%
carflexi.com	2%
economycarrentals.com	2%

- **Rentalcars.com** is also by far the largest dedicated intermediary in almost each individual country, with few exceptions. In Germany, it is the second-largest dedicated intermediary after **billiger-mietwagen.de** (with 21% versus 38% of dedicated intermediary traffic, respectively). In Iceland, Estonia, Greece, Croatia, Slovenia and Cyprus, **rentalcars.com** does not occur among the top 10 of dedicated intermediaries.²⁵
- Besides **rentalcars.com**, there is a small number of dedicated intermediary websites that manages to attract a traffic share of more than 15% in individual countries. Most notably this is **billiger-mietwagen** in Germany and Austria, and **autoeurope** in Denmark, Portugal and Finland, and **carsrent.lt** in Lithuania. These websites are listed in table 5 below. Note that in almost all of these countries, **Rentalcars.com** is still the largest dedicated intermediary. The sole exception among these countries is Germany where **Rentalcars.com** follows in second place behind **Billiger-mietwagen.de** (with 20% of national traffic share among dedicated intermediaries).

Table 2.5 Largest dedicated intermediaries other than rentalcars.com

Country	Website	National traffic share (among dedicated intermediaries)
Germany	Billiger-mietwagen.de	38%
Austria	Billiger-mietwagen.de	22%

²⁵ This is possibly an effect of the scope of the data analysis. Since for each website the top 50 countries in terms of traffic were taken into consideration, no data were gathered for countries falling outside of the top 50. While these countries contribute only very little to the overall traffic of **rentalcars.com**, it is plausible that vice versa **rentalcars.com** is still among the more important websites in each of these countries. Given the trends seen in other countries, we can assume that **rentalcars.com** is also at least a top-10 website in Iceland, Estonia, Greece, Croatia, Slovenia and Cyprus.

Denmark	Autoeurope.dk	19%
Lithuania	Carsrent.lt	19%
Portugal	Autoeurope.pt	18%
The Netherlands	Sunnycars.nl	17%
Norway	Leiebil.finn.no	17%
Finland	Autoeurope.fi	16%

- Looking at general booking sites, a similar market situation as seen among dedicated intermediaries emerges, with one website attracting a clear majority of traffic at the European level – **Booking.com** with 50% of the traffic. Booking.com is also by far the largest general booking site in most European countries.²⁶ Other general booking sites with international scope have a less consolidated position among all European countries, though some manage to attract a considerable share of general booking site traffic in some countries. This goes most notably for **Tripadvisor** (e.g., 28% traffic share in Italy, 19% in Poland, Greece and Spain, 17% in Austria) and **Skyscanner** (25% in the United Kingdom, 17% in the Netherlands). **Momondo** has a particularly strong position in Denmark (35% of the general booking traffic in that country compared to 36% for Booking.com) and Sweden (19%).

Table 2.6 Largest general booking sites other than Booking.com

Website	Country	National traffic share (among general booking sites)
Tripadvisor	Italy	28%
	Poland	19%
	Greece	19%
	Spain	19%

²⁶ Here too, the cut-off in the data collection at the top 50 countries per website can lead to booking.com being excluded in some of the smallest countries, e.g., Cyprus, Malta, Luxembourg, Iceland, Lithuania.

	Austria	17%
	Hungary	15%
Skyscanner	United Kingdom	25%
	Netherlands	17%
Momondo	Denmark	35%
	Sweden	19%

- With regards to airlines, there is also a clear market leader, though less outspoken than among dedicated intermediaries and general booking sites. **Ryanair.com** attracts 25% of European traffic to the airline websites in our database, more than double that of the second largest website, **easyjet.com** (12%). The market situation for airline websites is also more diverse than with the other two intermediary types, and clearly impacted by the presence of an airline operator in the country. For instance, while Ryanair.com is the largest website in the majority of countries, it is surpassed by airlines with a stronger local/regional footprint in a number of countries (e.g., Austrian in Austria, Air France in France, Airbaltic in Latvia and Estonia).

3 Mapping the relationship between key actors

3.1.1 Methodology

With the aim of identifying business models applied among online car rental intermediaries as well as mapping the relationships between such intermediaries, airlines, booking platforms and other actors, the following research steps have been taken:

- Desk research to identify relevant publications and data and subsequent literature review and data analysis related to online car rental intermediaries, and other relevant actors, as well as the relationship between those actors;
- Development of a draft typology of business models;
- Analysis of SimilarWeb data and review of 30 websites to confirm/revise the business models and identify examples; and
- Interviews with experts from the car rental industry to confirm/revise the business models and cover any knowledge gaps.

The first step of the research had the purpose to gather relevant information related to online car rental intermediaries and their specific features, as well as the relationships in place between these actors, to identify business models and to develop a typology of common business models used. However, the desk research showed that there was very limited literature available on this topic specifically. Some valuable information regarding online intermediaries in general was available and thus used to provide a basis for our analysis of business models. See the box below for all sources used at this point in the analysis.

Table 3.1 Consulted literature

<ul style="list-style-type: none"> • Business Model Canvas, Osterwalder A. & Pigneur Y. (2010): Business Model Generation: A Handbook for Visionaries, Game Changers, and Challengers • Business models compared, https://innovationtactics.com/business-models-tripadvisor-booking-com-expedia/ • Copenhagen Economics (2015), Online intermediaries – Impact on the EU economy; OECD (2010), Economic Models and Role of Intermediaries in the Value Chain • European Commission (2013), Study on the coverage, functioning and consumer use of comparison tools and third-party verification schemes for such tools • Hsu, Y. (2018), Impact of opaque marketing of car rental services on traveller satisfaction, https://www.ijoi-online.org/attachments/article/102/0920%20Final.pdf • Nedrelid (2016): European Car Rental – Market Overview and Structural Perspectives • Van Loo (2017), Rise of the digital regulator, https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3891&context=dlj

Following the desk research, and based on the material identified, a preliminary business model canvas was elaborated with the aim of adapting the information on general online intermediaries to the car rental market. The business model canvas aimed to map and provide an overview of common features found with car rental intermediaries. Based on this, a preliminary business models typology was developed. While literature relating to general online intermediaries was helpful, limited information was found regarding car rental intermediaries. While some information could be identified by reviewing online intermediaries' websites, some types of information are rarely available, including details on partnerships, contractual arrangements and revenue streams.

The next step consisted of the analysis of SimilarWeb data focusing on incoming and outgoing traffic sources, traffic per country and visitors per website. This analysis provided a better overview of how, and from where, consumers reach the different websites. The outcome of this step, combined with the literature review and related research, was a revised business models typology further nuanced according to specific features of the car rental market and its intermediaries. With the aim of confirming the typology and identified business models, a systematic review of 30 of the top websites based on number of visitors, was performed. These websites included general travel sites, car rental sites, and airlines. As part of this review, a VPN was used in order to test some of the major websites from different country locations to identify any potential differences in presentation, URL or redirections. As literature on this topic was very limited, this was an important step to confirm the business models, but also to analyse the relationships between the different intermediaries. The list of websites that were consulted can be found in the box below.

Table 3.2 Investigated websites

hotwire.com	rentcars.com
booking.com	norwegian.com
expedia.com	carflexi.com
tripadvisor.com	iberia.com
ryanair.com	routard.com
rentalcars.com	jetcost.com
liligo.com	edreams.es
autorentals.com	farecompare.com
easyjet.com	momondo.com
wizzair.com	economycarrentals.com
carrentals.com	holidayautos.com
lufthansa.com	vueling.com
klm.com	flytap.com
skyscanner.net	discovercars.com
airfrance.fr	economybookings.com

The last step of this task was to confirm findings by conducting a limited number of interviews. In this context, we contacted some of the experts from the car rental industry from the VVA network gathered through previous studies. Two interviews were conducted, one with a major international car rental supplier and one with another European car rental industry representative. This consultation enabled a final approval of the business models and the typology, while adding some crucial final points to our research, in particular regarding the relationships between intermediaries and car rental companies.

3.1.2 Introduction to the typology

This section of the report describes the main business models used by car rental intermediaries based on the relationships between the main actors. Firstly, an introduction is provided including a general description of the car rental intermediary market, followed by a description of the main business models in place and their distinguishing features. This is followed by a more detailed discussion of the specific business models, including fiches to provide concrete examples of the business models. Our analysis is based on available literature and a review of 30 online intermediaries, including general booking sites, car rental intermediaries and airlines.

Online intermediaries do not own fleets of rental vehicles, but they arrange the services of rental companies for the consumer. The common feature of these companies is their facilitative role in bringing together service providers and users online and providing a platform on which these actors can interact.

Car rental intermediaries are most often operating on a cross-border basis, providing their websites in a variety of languages and their services in different countries around the world. Some websites focus on a limited amount of languages (or country markets).

Consumers benefit from using online intermediaries by easier comparability of price and features, and access to a variety of suppliers and offers/products. Some car rental intermediaries operate as metasearch engines, broadcasting results from several search engines.

There are several benefits for car rental companies using online intermediaries such as access to a broader consumer base and better distribution opportunities, often with a cross-border scope. With an increased use of online intermediaries, these websites have become important for small and large players in the car rental market as otherwise they would miss out.²⁷ **However, car rental companies may note also some disadvantages** of using online intermediaries as costs (i.e. broker commissions and fees), or brand differentiation.^{28,29}

3.1.3 Distinguishing features of the different types

Our business model typology is steered by distinguishing features of different models used by the online intermediaries. The three main criteria used to distinguish between these models are the following:

- Transactions and bookings;
- Revenue streams; and

²⁷ Interview with car rental industry representative; interview with a major car rental provider.

²⁸ Nedreid (2016): European Car Rental – Market Overview and Structural Perspectives.

²⁹ Costs and benefits ratio for car rental companies using online intermediaries is not part of the study.

- Neutrals versus promoters.

Transactions and bookings

This first main distinction revolves around the question whether the booking is conducted on the actual intermediary website, or whether the website only redirects the consumer to another website (e.g. another intermediary or the car rental company itself) to proceed with the booking. This distinction is important as it affects the contractual relationships – both between the consumer and the online intermediary, and between the online intermediary and the car rental supplier.

Based on the review of some websites and the terms and conditions of online intermediaries, the typical scenario identified is as follows:

1. If the booking is carried out by the online intermediary, the consumer enters into a contract with that intermediary regarding the actual booking.
2. The booking is then forwarded to the car rental company by the intermediary. At the pick-up, the consumer signs a rental agreement with the car rental company.
3. Thus, the consumer is involved in two different agreements: one with the intermediary regarding the booking, and one with the car rental supplier regarding the rental.
4. Note: If the user is redirected to another website to proceed with the booking, there is no contractual arrangement between the consumer and the online intermediary. Both the booking and the rental are agreed between the consumer and the car rental company.

Revenue streams

Online intermediaries in general use a variety of monetisation models including paid subscriptions, commissions on payments, fees paid per referrals, fees to be listed, advertising (i.e. click-based fees or per publication), reuse of data and commissions from add-on services.³⁰ A study on comparison tools (from 2013), showed that among online comparison tools, being paid on completion of a successful application/purchase/switch was usually the main source of income (43%), while about a third (32%) generated income via advertising. Furthermore, 28% was being paid when visitors continued to a provider's website and 22% generated income by asking providers for a fee to be included in the search results of the comparison tool.³¹

The main revenue streams for car rental online intermediaries and general travel intermediaries offering car rental services, are similar (commissions, fees for listing or referral, advertising, reuse of data and add-on services). Our research shows³² that detailed information about revenue streams is scarce. However, the following examples were identified in the sample of websites³³:

³⁰ Copenhagen Economics (2015), Online intermediaries – Impact on the EU economy; OECD (2010), Economic Models and Role of Intermediaries in the Value Chain.

³¹ European Commission (2013), Study on the coverage, functioning and consumer use of comparison tools and third-party verification schemes for such tools.

³² Based on reviewing websites providing information on their monetisation models (these include liligo.com, rentalcars.com, skyscanner.com, momondo.com).

³³ It should be noted that these are merely examples identified through our research. However, the observations were also confirmed through the interviews conducted.

1. Websites that conduct bookings themselves often have commission-based revenue streams (e.g., rentalcars.com, tripadvisor.com³⁴);
2. For websites that redirect to other sites for the booking, it is common to be paid a fee by these sites to be listed, or fees/commission per referral to that website (e.g. liligo.com, momondo.com³⁵);
3. Advertising forms an important source of revenue and might be click-based or paid per publication³⁶. The existence of affiliate programmes has been noted on several websites. Through these programmes, other websites can enter into an agreement with the intermediary where they agree to publish links to the intermediary and will be remunerated per booking made following their redirection (see example www.edreams-partners.com).

Neutrals versus promoters

Another aspect to consider when distinguishing between the business models is the neutrality of the website in presenting offers from different rental providers to the consumer. Van Loo (2017) in that sense categorises online intermediaries as either neutral or promoters.³⁷ This reflects whether (and how much) the intermediary aims to steer the consumer towards certain companies or brands. This practice is common among many intermediaries, and the extent of the promotion depends on the commission paid by the car rental company. Examples of promoting activities may include the intermediary recommending certain brands to consumers or placing tags highlighting "top deals", "special offer" and discounts.³⁸ Intermediaries sometimes sort search results by "recommendations". Some providers explain that these recommendations are often based on seemingly objective criteria such as terms and conditions, car features, consumer ratings and price.³⁹ However, further information on what aspects of the terms and conditions are considered, and how these criteria affect the way in which the offers are sorted is lacking. This could potentially indicate that the intermediary is aiming to steer the consumer to certain offers. Another way of nudging – potentially misleading – is when the intermediary advises the consumer to book fast as either the offer or promotion of a specific product is made to look limited or made necessary to block a certain price. This may also be done in a more neutral way, indicating how many bookings were made overall in the last 24 hours in a specific location or similar, without steering towards any specific brands. Some examples of promoting activities are provided below.

³⁴ <https://www.rentalcars.com/HowWeWork.do>, <https://innovationtactics.com/business-models-tripadvisor-booking-com-expedia/>.

³⁵ <https://www.liligo.com/about/>, <https://www.momondo.co.uk/about/help>

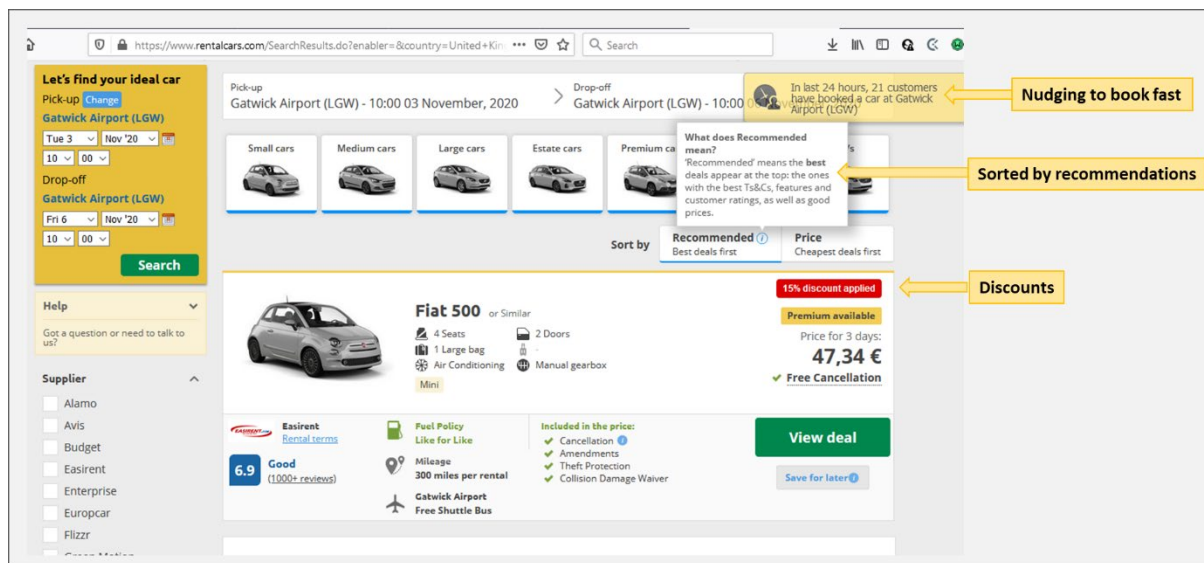
³⁶ <https://innovationtactics.com/business-models-tripadvisor-booking-com-expedia/>.

³⁷ Van Loo (2017), Rise of the digital regulator, <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3891&context=dlj>.

³⁸ For an example, see: booking.com, rentalcars.com.

³⁹ For an example, see: ryanair.com, rentalcars.com.

Figure 3.1 Example of promoting activities and nudging⁴⁰



3.1.4 Main business models of online car rental intermediaries

Using evidence gathered from the desk research and interviews, we have developed four main types of business models used by online car rental intermediaries. This typology has been developed based on the analysis of contractual relationships between main providers and within the boundaries of the scope of this study. The typology aims to provide main types of models with practical some examples, but it is not meant to exhaustively describe the entire car rental intermediary market, which is complex. The four main business models are the following:

- **Booking intermediaries.** This business model has become the most common one for car rental intermediaries.⁴¹ These intermediaries conduct the booking themselves and coordinate with the car rental company, the consumer generally enters into an agreement with the intermediary regarding the booking, while the rental contract itself is between the consumer and the car rental supplier. As a consequence, the most important revenue stream for this model is based on booking commissions.
- **Comparison intermediaries.** These intermediaries provide the user with an overview and comparison of available offers. However, once the consumer has selected a service, he/she is redirected to another website for the actual booking. As no bookings are carried out by these intermediaries, the revenue streams are not commission-based. Instead, fees for being listed and/or for redirections, as well as advertising constitute important source of revenue.
- **Hybrids.** These intermediaries combine the features of booking intermediaries and comparison intermediaries. This means that they present an overview of available car rental options but depending on which offer/brand/agency the consumer chooses, the website will either redirect consumers to another website or go ahead and carry out the booking.

⁴⁰ Source: rentalcars.com

⁴¹ Interview with car rental industry representative. Also, it is the most common type identified through our website review.

- **Embedment/partnership.** These intermediaries outsource car rental services to a third party through partnerships, which can be done in two ways:
 - While the website looks like a booking intermediary, a third-party platform, embedded within the website, is in charge of the search, comparison, and booking process. This is common for websites that do not provide car rentals as their main activity, e.g. airline websites and general travel websites. Crucially, the complete search and booking process is handled by this platform, and upon booking the consumer enters into a contract with the platform.
 - A website can also redirect immediately to another intermediary when the consumer wants to start a car rental search. In that case, the whole process is also handled by a third party, but also on that third party's website, rather than embedded within the original website.
 - Some websites have a direct partnership in place with a small number of car rental companies (e.g. Hertz, AVIS, SIXT and others). This model is common for airline websites and in some cases, there are exclusive partnerships in place between the airline and one car rental supplier, carrying out the search and booking on a co-branded website.
 - While information regarding revenue streams for this type was generally lacking, information gathered through the interviews indicated that commission-based monetisation models are used both for the embedded third-party platform and direct partnerships.⁴²

The table on the next pages provides a concise overview of the main business models identified, briefly outlining the distinguishing features.

⁴² Interview with a major car rental provider.

Table 3.3 Typology overview

Direct booking/redirection	Value provision	Revenue streams	Promoter/neutral	Scope (general/cars/airlines)	Examples
BOOKING INTERMEDIARY					
<p>Booking is done through the website</p> <p>– payments online of the full sum, or part of the sum, OR payment at pick-up.</p> <p>To be noted: the actual rental agreement/contract is with the car rental company and is signed at the pick-up location.</p> <p>Sets contractual terms of the booking and manages complaints and refunds (depending on where in the booking/rental process this occurs)</p>	<p>Search based on individual preferences</p> <p>Comparison of price and quality</p> <p>Lower price resulting from bulk buying/blocking of cars by the intermediary</p> <p>Display of cars following recommendations or price (cheapest), as well as application of filter by consumer</p> <p>Reviews and ratings by other consumers</p>	<p>Commission based</p> <p>Fee paid by car rental operator to be listed</p> <p>Data reuse</p> <p>Advertising (click-based or per publication)</p> <p>Affiliate programme</p> <p>Add-on services (e.g. insurance)</p>	<p>Websites commonly promoting certain offers, or nudging users towards certain offers through recommendations, mentioning of “top deals”, or discounts.</p>	<p>Car rental intermediary or general travel sites</p>	<p>Travel services: Booking.com Edreams.com Expedia.com</p> <p>Only car rental: Carflexi.com Carrentals.com Discovercars.com Economybooking.com Economycarrent.com Rentalcars.com Rentcars.com</p>
COMPARISON INTERMEDIARY					
<p>Referrals to other websites (for booking and transaction)</p> <p>Platform does not set contractual terms of the booking nor manages complaints and refunds</p>	<p>Provide comparison and information (price and other features)</p> <p>Search based on individual preference</p> <p>Reviews by other consumers are less common</p> <p>Lower price</p>	<p>Fee paid by car rental operator to be listed</p> <p>Revenue per click/referral</p> <p>Data reuse</p> <p>Advertising (click-based or per publication)</p> <p>Affiliate programme</p> <p>Provision of API or travel technology to other websites</p>	<p>Websites sometimes promoting certain offers, or nudging users towards certain offers through recommendation, mentioning of “top deals”, or discounts.</p> <p>More neutral than booking intermediaries.</p>	<p>Commonly general travel sites</p>	<p>Car rentals and other services: Farecompare.com Jetcost.com Liligo.com Momondo.com Skyscanner.net</p>

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Direct booking/redirection	Value provision	Revenue streams	Promoter/neutral	Scope (general/cars/airlines)	Examples
HYBRID OF BOOKING AND COMPARISON INTERMEDIARY					
Combining direct bookings with redirections	In addition to value provided mentioned for booking intermediaries and comparison intermediaries, the hybrid type ensures access to an even wider range of choices for the user.	Fee/commission based on transaction Fee paid by car rental operator to be listed Revenue per click Data reuse Online advertising	Neutral/promoter	Can be either general travel sites or focused on car rentals.	Autorentals.com
EMBEDDED INTERMEDIARIES and PARTNERSHIPS					
<p>Websites that outsource car rental services to a third party in some way, including:</p> <ul style="list-style-type: none"> A third party is in charge of the search, comparison, and booking process, but still within the original website (embedded platform) The consumer is redirected to another intermediary for car rental search services Direct partnerships with car rental companies (e.g. Hertz, SIXT, Avis) 	<p>Provision of platform, technology and other services to intermediary (e.g. travel websites or airlines), including search engine and booking</p> <p>Connecting travel websites/airlines to suppliers (car fleets etc)</p> <p>Branded or co-branded websites</p> <p>Partnerships: trust and quality</p>	<p>Fees for provided services</p> <p>Commissions on car rentals conducted through this channel</p>	Neutral/promoter	<p>Commonly, websites that do not have car rental as their main service such as airline websites or general travel sites.</p> <p>In some cases, also websites focused on car rentals.</p>	<p>Websites using third party service providers: Easyjet.com Klm.com Norwegian.com Ryanair.com Wizzair.com Flytap.com Vueling.com Routard.com Tripadvisor.com Holidayautos.com</p> <p>Third party providers: Cartrawlers.com Rentalcars.com*</p> <p>Websites with direct car rental partnerships:</p>

Direct booking/redirection	Value provision	Revenue streams	Promoter/neutral	Scope (general/cars/airlines)	Examples
etc.).					Airfrance.com Iberia.com Lufthansa.com

* Please note that Rentalcars.com is included under two different models. While being in principle a booking intermediary, they also provide travel platform services to other websites. Further details on this actor is included in Table 2.

Our research confirms that the car rental intermediary market is highly complex. To provide more clarity, the Section below presents the business models more in detail.

3.1.5 Business models in detail

There are four main business models active in the online car rental intermediary market. The following sections describe further the differences and similarities between the models identified in more detail; the sections below also present examples of websites as well as how they interact with each other

3.1.5.1 Booking intermediaries

The main distinguishing feature of booking intermediaries is that they do not only provide an overview and comparison of available offers, but also carry out bookings themselves instead of just redirecting the consumer to other websites for this step. Consequently, the contract regulating the booking is between the intermediary and the consumer. Furthermore, the booking intermediary is in charge of coordinating with and forwarding the booking to the car rental supplier.

Booking intermediaries represent the most common business model for car rental intermediaries today ⁴³. Out of the 547 intermediaries collected in our database, 356 websites have direct booking options.⁴⁴ These websites are either general booking sites (e.g. expedia.com, booking.com or kayak.com) with only a part of their services being focused on car rental, or dedicated car rental intermediaries that only offer car rental services (e.g. rentalcars.com, carrentals.com).

Booking intermediaries often promote car rental offers through recommendations or by announcing "special offers", "hot deals" or discounts. Recommendations made by the website are often explained as being based on value for money, features and consumer reviews. However, further information on these criteria and how this influences the listing of services is not always provided, indicating that the website potentially aims to steer the consumer towards a specific brand/agency. It is understood that, since the size of the commission received by the intermediary might vary, it is in the interest of the booking intermediary to nudge the consumer towards certain operators.⁴⁵

Our review of websites indicates that the payment for the car rental can be done by the consumer in different ways, either by paying the full sum online, or by paying to the car rental company at the pick-up location. However, variations exist. For example, economycarrentals.com outlines three purchasing options in their Terms and Conditions, including full payment at the booking, a partial payment at the booking, or

⁴³ Interview with car rental industry representative and confirmed by our website review.

⁴⁴ Full database, car rental mapping (18 October revision).

⁴⁵ Van Loo (2017), Rise of the digital regulator,
<https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3891&context=dlj>.

no payment or credit card details provided at the booking stage with a full payment at the pick-up instead.⁴⁶

Value provided to consumers

Booking intermediaries typically provide the consumer with an overview of available services following the individual preferences inserted by the consumer, as well as a comparison of various factors such as price and features of the service. In most cases, reviews from previous consumers are included to provide the consumer with views and recommendations from people who have already used the car rental company and the booking intermediary in the past. Based on the investigation of 30 websites during the desk research, consumer reviews are common for most booking intermediaries. Furthermore, the fact that various car rental companies are gathered in one place enables the consumer to choose among a wide range of offers on the market. Finally, advance block/bulk booking by cars carried out by the intermediary may lead to lower prices as well.⁴⁷ While such agreements may change from one car company to another, and are not always specific, there is typically a framework agreement within which the intermediary block books a number of cars from the car rental supplier in advance. This model is similar to how online travel intermediaries obtain and provide their airline offers.⁴⁸ This monetisation model is, for example, used for car rentals by expedia.com, momondo.com, and rentalcars.com.⁴⁹

As the consumer enters into a contract with the booking intermediary to rent a car, the intermediary will typically offer consumer service and assistance, though not necessarily at each stage of the car rental. For example, the booking intermediary can be in charge up until the pick-up, as this is the moment where the rental agreement with the car rental company takes place. Likewise, the intermediary can be able to assist with some issues. Overall, depending on the nature of the issue encountered by the consumer, it might be either the responsibility of the intermediary or of the car rental company. If the car rental has started, it is common that the intermediary refers the consumer to the car rental company for relevant issues. Economycarrentals.com provides a figure of four different stages of the booking process and guidance on whom to contact in case of issues (*economycarrentals.com/en-us/information/contact*). Furthermore, the terms and conditions of Rentalcars.com state that complaints may be addressed to them within three months following the rental and that they will assist with contacting the car rental company even though Rentalcars.com is not actually involved in the contract between the consumer and the supplier.⁵⁰

Contractual relationships between intermediaries and other actors

Some booking intermediaries collaborate with hundreds of car suppliers around the world, as well as with other actors such as platform providers or insurance providers. Details on contractual relationships between actors is rarely publicly available. However, it is possible to draw some conclusions from the information provided by intermediaries on their websites. Below, we provide some examples to indicate the complexity of the partnerships between booking intermediaries and those with other actors.

Considering the **ownership structure** of some of these websites is an interesting first step. Several of the big players are interlinked in different ways through common

⁴⁶ Terms and conditions of Economy Car Rentals, <https://www.economycarrentals.com/en-us/information/terms>.

⁴⁷ Rentalcars, How we work, <https://www.rentalcars.com/HowWeWork.do>; Business models compared, <https://innovationtactics.com/business-models-tripadvisor-booking-com-expedia/>.

⁴⁸ Interview with car rental industry representative.

⁴⁹ Rentalcars, How we work, <https://www.rentalcars.com/HowWeWork.do>; Business models compared, <https://innovationtactics.com/business-models-tripadvisor-booking-com-expedia/>.

⁵⁰ Terms and conditions, rentalcars.com, <https://www.rentalcars.com/TermsAndConditions.do?affiliateCode=SEO-GoogleCom&cor=se>.

ownership or groups. For example, the European market leader among car rental intermediaries, Rentalcars.com, is part of Booking Holdings Inc. which includes also booking.com, kayak.com, priceline.com, and agoda.com. Booking.com itself is the largest general booking site in Europe and as such one of the major players for general travel services, including car rental. Other websites under Booking Holding ownership also provide car rentals in one way or another. Another important player is tripadvisor.com. Previously part of the Expedia group – another key player for online travel services. Tripadvisor became an independent company in 2011, and currently it partners Rentalcars.com to offer car rental services.

Examples of **opaque sales models** have been identified in some booking intermediaries (e.g. hotwire.com, priceline.com). This sales model implies that a consumer selects a service without having access to all details regarding the offer in exchange for a reduction in price. Once the consumer has paid, details will be available to the consumer. This way the website can sell off unsold cars at a discounted price, that otherwise would go unsold. Hotwire.com is a general booking site under the Expedia group which also offers car rental services. Their “hot rate” offers use the opaque sales model as further described in Table 3 below. Another example is Priceline.com which is part of Booking Holdings, and which also applies opaque sales models for certain offers.⁵¹

Revenue streams

The most common revenue stream for booking intermediaries is commission-based. Such commissions differ depending on the car rental company’s dominance in the market as well as their location, meaning that commissions are higher for larger brands and popular areas.⁵² Also, the car supplier might provide two different types of rate. One retail rate where the car supplier provides the price that the intermediary will sell on, and another rate that the intermediary can sell at another price, taking a commission from the difference⁵³. Other revenue streams might include fees for the car rental company to be listed on the booking intermediary, advertising or the selling of data.

The tables below provide the examples of Rentalcars and Hotwire, described further in detail.

Table 3.4 Example of booking intermediary – Rentalcars

Rentalcars
Website: rentalcars.com
Business model: Booking intermediary; embedded platform
Number of visitors: 114,283,953 (August 2019-July 2020), out of which around 51% are from EU MS
Monthly average: 6,363,935 visitors
Top 3 visitors/countries: US (15,9%), UK (11,7%), France (7,1%)

⁵¹ Priceline.com, Our story, <https://press.priceline.com/our-story/>.

⁵² Interview with car rental industry representative.

⁵³ Interview with a major car rental provider.

Referrer visits: 10,519,799 (August 2019-July 2020)

Top 3 referral websites: seatguru.com (74,1%), kayak.com (2,5%), rome2rio.com (2,15%)

Business model and ownership

Rentalcars.com is the largest intermediary website for car rentals worldwide in terms of total number of visitors. This website focuses on car rentals only and collaborates with over 900 companies in 160 different countries. It is a booking intermediary, providing a comparison of available services based on the individual preferences of the consumer and carrying out the booking of the consumer's selected service, without referring the consumer to any other website. The consumer can benefit from previous experiences of other consumers through reviews published on the website. While being part of the UK based company Booking.com Transport Limited, the geographical scope of Rentalcars.com is cross-border. The website is available in 40 languages and the top 10 country visitors to the website include the US, various EU countries, Australia, Brazil and Russia.

Rentalcars.com aims to steer the choices of their consumers to some extent. Consumers can choose to filter the comparison of services based on either price or Rentalcar's recommendations which consider Terms and Conditions, features, price and consumer ratings. However, no further information was identified regarding how these factors affect the listing. Furthermore, the website nudges the consumer to book fast to block a certain price or car, gives push notifications to inform the consumer about how many people have booked a certain offer in the past 24 hours and highlights special offers and discounts.

Partnerships and revenue streams

Rentalcars.com is the trademark of Booking.com Transport Limited which is owned by Booking Holdings Inc. Booking Holdings Inc. also owns Booking.com, Kayak, Priceline.com, Agoda, and OpenTable. Booking, Kayak and Priceline are general booking sites, while Agoda is focused on accommodation.⁵⁴ OpenTable, on the other hand, provides booking services for restaurants.

According to SimilarWeb data, both Agoda and Kayak are among the websites that regularly redirect consumers to Rentalcars.com. However, the most important website for referrals to Rentalcars.com is Seatguru.com (74,1% of all referrals). Seatguru is part of the US company TripAdvisor and is a booking site primarily focused on airlines, with car rentals as an additional service. When the consumer wants to rent a car on Seatguru, the website redirects to a website hosted by Seatguru, but with the Rentalcars booking platform embedded.⁵⁵ Indeed, in addition to being a booking intermediary in its own right (i.e. directly accessible), Rentalcars.com also provides a platform for car rental services to other websites (i.e. airline websites or travel booking sites). Therefore, this actor fits into the booking intermediary business model, as well as the embedded intermediary model. In this context, Rentalcars.com partners with and operates the car rental services of, for example, TripAdvisor and Ryanair.

Rentalcars.com enters into the booking agreement with the consumer, while the agreement between the consumer and the car rental supplier is limited to the rental itself. Therefore, the terms and conditions of rentalcars.com apply throughout the booking. Regarding consumer

⁵⁴ Agoda.com also provides booking services for flights.

⁵⁵ <https://seatguru.com/rentalcars/rentalcars.php>.

complaints, Rentalcars.com's terms and conditions suggest the costumer to contact their consumer service. However, the terms and conditions state that the rental agreement is between the car rental company and the consumer. Nevertheless, rentalcars.com states that they will contact the car rental company on behalf of the consumer if needed.

Other contractual arrangements are in place between Rentalcars.com and third-party service providers such as advertising partners and insurance providers. In addition to commissions and fees based on bookings, other revenue streams may include fees paid by car suppliers, data reuse and advertising. Rentalcars.com mentions two main monetisation models on their website: either they act as an "agent" on behalf of the rental company, meaning that they take the payment from the consumer, deduct a commission and pass the rest on to the car supplier. Or they act as a "principal", meaning that they buy deals in bulk from rental companies and sell them to the consumer. In this way, rentalcars.com takes the payment from the consumer and pays the rental company the wholesale price.⁵⁶

Table 3.5 Example of booking intermediary with opaque sales model – Hotwire

Hotwire
<p>Website: hotwire.com</p> <p>Business model: Booking intermediary with opaque sales model</p> <p>Number of visitors: 92,561,687, out of which around 2,1% are EU MS</p> <p>Monthly average: 4,513,288</p> <p>Top 3 visitors/countries: US (85.1%), Canada (8.1%), UK (0.7%)</p> <p>Referrer visits: 1,311,907</p> <p>Top 3 referral websites: kayak.com (59.6%), ca.kayak.com (9.48%), travel.mediaalpha.com (5.23%)</p>
<p>Business model and ownership</p> <p>Hotwire.com is a general travel booking site, enabling search, comparison and bookings to be carried out on the website. In this way, Hotwire is a booking intermediary, however, in addition to their regular offers they also use opaque sales models through their "hot rate" offers. This is generally done through offers available to the consumer where the consumer will not find out all details about the offer until after the payment. Regarding car rentals, a number of car brands will be presented to the consumer with the text "one of these brands" and "agency to be revealed after check-out." Once the consumer has completed the booking and the payment has gone through, the name of the car rental agency and other details will be available. According to the Hotwire website, when providing quotes anonymously, car</p>

⁵⁶ Rentalcars, How we work, <https://www.rentalcars.com/HowWeWork.do>.

rental agencies can offer lower prices as they can use cars that would otherwise not be hired in that period.⁵⁷

Hotwire Inc. was founded 2002 and is registered in the US. It forms part of the Expedia group and was one of the first online travel websites to offer this kind of discounted rates. Hotwire can be considered a promoter as it actively aims to steer consumers through discounts, consumer ratings and recommendations. Hotwire consumer support is available to the consumer in case of any issues. However, the Hot Rate bookings cannot be cancelled, refunded or exchanged.⁵⁸

Partnerships and revenue streams

Hotwire has partnerships with car rental agencies including Alamo, Dollar, Enterprise, Hertz and Sixt.⁵⁹ According to their website, the Hotwire Hot Rate will guarantee a car rental from a leading agency. When looking at the most common referrals in the SimilarWeb data, the travel website Kayak represents the majority of referrals. It should be noted that Hotwire.com is more commonly used in the US and Canada, while only a small part of the visitors come from European countries. Indeed, the website is only available in English, even though the user can select the currency of choice.

Regarding revenue streams, no specific details were identified in addition to the car rental agencies being able to decrease prices as they provide quotes anonymously. Other revenue streams in place are probably similar to other booking intermediaries and thus primarily commission based.

3.1.5.2 Comparison intermediaries

Comparison intermediaries have the main objective of searching for and comparing available car rental providers and their products. Based on the individual preferences inserted, the consumer is presented with an overview of offers, their features and prices. However, in contrast to booking intermediaries, the consumer is redirected to another website for the actual booking once he/she selects a service. These other websites might be the website of the actual car rental company, or a booking intermediary. As a consequence, this type of website is considered an *informer* rather than a booking intermediary or marketplace, as services are limited to comparison and information.⁶⁰ Comparison intermediaries used to be the most common online intermediary for car rental services. However, booking intermediaries are more common today.⁶¹ Out of the 554 websites included in our database, 146 are considered comparison intermediaries.⁶² Based on a review of some of these websites, it seems like it is more common that these websites have a cross-border scope, rather than focusing on one specific country market, or a smaller geographical area. It is also more common that they are general travel sites (e.g. momondo.com, liligo.com), rather than focused on car rentals only.

⁵⁷ Hotwire Help Centre, <https://www.hotwire.com/helpcenter/cars/searching-and-booking/pricing/difference.jsp>.

⁵⁸ Hotwire products rules and restrictions, <https://www.hotwire.com/en/content/hotwire-travel-products-rules-and-restrictions?cc=us#sectionCar>, Priceline.com, <https://press.priceline.com/our-story/>.

⁵⁹ Hotwire, Car rental agencies, https://helpcenter.hotwire.com/articles/en_US/FAQ/Which-car-rental-agencies-work-with-Hotwire?

⁶⁰ Van Loo (2017), Rise of the digital regulator, <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3891&context=dlj>.

⁶¹ Interview with car rental industry representative.

⁶² Full database, car rental mapping (18 October revision).

Overall, comparison intermediaries are more often neutrals than promoters when compared to booking intermediaries.⁶³ This is due to the fact that their revenue streams are not linked to commissions and thus there is less incentive to steer consumers towards a specific or higher-priced service. Among the five comparison intermediaries that were identified in the sample of 30 websites, only one website engaged in promoting activities (i.e. the travel website Momondo.com actively recommends certain offers).

Value provided to consumers

The clearest value provided by comparison intermediaries to consumers, is the search and comparison of available offers. While booking intermediaries commonly present consumer reviews and ratings, this seems to be less common for comparison intermediaries. Among the five comparison intermediaries in our sample of websites, only Momondo.com included consumer reviews.

The fact that bookings are not conducted by the website may be considered a disadvantage from a convenience point of view. However, it can also be considered an advantage, especially when the consumer is redirected to the car rental company for the booking process as this means that there will be no uncertainty about what terms and conditions apply in case of potential issues, and there is only one contractual relationship that the consumer enters in (as opposed to booking intermediaries where there generally is one contractual relationship for the booking process with the intermediary and one contractual relationship for the actual rental with the car rental supplier).

As comparison intermediaries do not carry out bookings and are thus not involved in any contracts with the consumers, they usually do not provide consumer service either. Some websites state in their terms and conditions that they welcome comments or feedback regarding the search (liligo.com), while it is more common that they refer the consumers to the car rental supplier for any enquiry or complaints they may have (e.g. jetcost.com, farecompare.com, momondo.com).

Contractual relationships with other actors

Since the comparison intermediaries redirect their users to other websites, there is no involvement of the intermediary in coordinating with the car rental company and/or forwarding the booking. Indeed, the comparison intermediary may include a supplier in their search and comparison, regardless of whether there is a concrete collaboration in place with that supplier (one reason could be that it is one of the major suppliers and that the consumer would not want to use the comparison intermediary without this supplier being included).⁶⁴ However, it is common that suppliers pay to be listed on the comparison intermediary and/or pay commissions per redirection (in the case of liligo.com).

For comparison intermediaries there are complex ownership structures in place, as well as interlinks between intermediaries. For example, Momondo.com has a partnership agreement with Kayak regarding car rental and accommodation services. Momondo is managed by Kayak and owned by Bookings Holding Inc which also owns rentalcars.com, booking.com, agoda.com and others. The Momondo website thus states that these trademarks might be included in the search results on Momondo.⁶⁵ While there is not much concrete and legally accurate information regarding these

⁶³ Van Loo (2017), Rise of the digital regulator, <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3891&context=dlj>.

⁶⁴ Van Loo (2017), Rise of the digital regulator, <https://scholarship.law.duke.edu/cgi/viewcontent.cgi?article=3891&context=dlj>.

⁶⁵ Momondo, <https://www.momondo.se/about/help>.

links and structures, the complexity becomes evident when clicking through the websites.

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Revenue streams

Revenue streams for comparison intermediaries mainly come from fees paid by suppliers to be listed on their websites, commissions per redirection, selling of information/data collected from consumers, subscriptions and advertising.⁶⁶ Advertising can be either click-based or paid per publication.

In the case of liligo.com, the website is paid to include, and advertise/market offers provided by travel agencies or airlines companies.⁶⁷ The other main revenue stream is advertising. Momondo, on the other hand, is paid per completed booking conducted on a website that Momondo referred to, or per redirection to another website. This is combined with advertising, both click-based and for publication.⁶⁸ The revenue streams of Momondo, and particularly the one where they are paid per completed booking on a website they refer to, might explain why Momondo has consumer reviews and promoting activities, that otherwise are rare for comparison intermediaries.

Table 3.6 Example of comparison intermediary - Liligo

Liligo
Website: www.liligo.fr ⁶⁹
Business model: Comparison intermediary
Number of visitors: 27,385,554 (August 2019-July 2020) (for liligo.fr) out of which around 91.38% are from the EU.
Monthly average: 1,363,910 visitors (liligo.fr)
Top 3 visitors/countries: France (89%), Morocco (2.18%), Belgium (1.21%)
Referrer visits: 56,758 (to the liligo.com website)
Top 3 referral websites: cdhefdf.r.bh.d.sendibt3.com (45.4%), opodo.fr (13%), travelmediaalpha.com (8.4%)
Business models and ownership
Liligo is an online comparison intermediary including different travel services such as flights,

⁶⁶ Interview with a major car rental provider.

⁶⁷ Liligo, <https://www.liligo.com/about/>.

⁶⁸ Momondo, <https://www.momondo.se/about/help>.

⁶⁹ Please note that the Liligo website was included in the database several times due to the existence of several domains. However, the numbers included in the fiche are based on the largest website (i.e. liligo.fr).

trains, car rentals, and accommodation. According to Liligo, the overall objective is to facilitate the user's preparations before travelling and to guarantee a good price.⁷⁰ Liligo Metasearch Technologies is a French company which was founded in 2005. It is part of the group eDreams Odigeo, together with other travel agencies such as Go Voyages, Opodo.fr and eDreams.fr.

While Liligo Metasearch Technologies is registered in France, the website is available in several languages (5 EU and 3 non-EU). In addition to the liligo.fr domain, other domains include .com, .it, .es, .de. Liligo.fr is the domain with the highest number of visits according to SimilarWeb data. About 90% of visitors to the website are from EU Member States.

The search engine of Liligo compares offers from more than 150 travel websites across the world to identify the best prices. Car rental is only one of several services. The website has a neutral profile and does not nudge the consumer towards any specific supplier or service. In addition to the comparison intermediary services, users can also sign up for price alerts for flights to specific destinations, or weekly newsletters.

Partnerships and revenue streams

Liligo is part of the same group as eDreams and Opodo. In addition, cooperation is in place with other actors that are external to the group, including Rentalcars and HolidayAutos which are among the websites Liligo may refer to. Furthermore, through the car rental search tool, the user can also select to compare the offers of Liligo with the offers of Rentalcars.com.

In regard to revenue streams, Liligo allows travel agencies and car rental agencies to display their offers through their comparison intermediary and Liligo is then remunerated for this service. Furthermore, Liligo also display advertising on the website, which forms another revenue stream.⁷¹

Concerning consumer service, this is handled by other websites (i.e. mostly the car rental suppliers that Liligo redirects to). Liligo merely provides a comparison of available offers without conducting any bookings and is thus not involved in the contract or related issues. However, contact details for feedback and enquiries are available on the website's "contact us" page.

3.1.5.3 Hybrids

As the name suggests, these websites combine the features of booking intermediaries and comparison intermediaries. Like the other websites, they provide an overview and comparison of car rental companies and their services, but the actual booking process will depend on the car brand/agency selected by the consumer. In some cases, the consumer will be redirected to another website (i.e. car rental supplier or a booking intermediary), while in other cases the hybrid website will carry out the booking. This combination, and the options provided to the consumer, likely depend on the partnerships the hybrid website has in place. While hybrids constitute an interesting

⁷⁰ Liligo – Who are we?, <https://www.liligo.com/about/>.

⁷¹ Liligo – Who are we?, <https://www.liligo.com/about/>.

business model, it is a rare one. Within our sample of websites, Autorentals was the only example identified (see Table below for more details), although this does not mean that other examples do not exist.

For the hybrid websites, contractual relationships with car rental companies/booking intermediaries differ depending on whether bookings are conducted by the hybrid website or not. Regarding the handling of complaints and refunds, this depends on the party to the contract. Autorentals.com provides a help section explaining how to cancel reservations, as well as contact details to cancel insurance through an external provider. It is possible to submit a “request” to Autorentals through an online form, however, no other contact details are provided.⁷²

The below Table describes Autorentals.com in further detail, providing some interesting observations regarding ownership structure and relationships.

Table 3.7 Example of hybrid car intermediary - Autorentals

Autorentals
<p>Website: www.autorentals.com</p> <p>Business model: Hybrid car intermediary</p> <p>Number of visitors: 10,965,118, out of which around 11% are EU MS</p> <p>Monthly average: 633,998 visitors</p> <p>Top 3 visitors/countries: US (64.4%), Canada (6.8%), India (3.6%)</p> <p>Referrer visits: 296,141</p> <p>Top 3 referral websites: travel.mediaalpha.com (36.2%), kayak.com (9.4%), save70.com (7.8%)</p>
<p>Business model and ownership</p> <p>Autorentals.com is a US company launched in 2012. According to the website, it is an independently owned website and not run by any car rental company. The website states that their objective is to make the process of finding a car to rent faster and cheaper for the consumers, through partnerships with online travel agencies, car rental brokers, car hire aggregators and car rental companies, bringing all the results into one search. Autorentals can be considered a hybrid website, combining the features of comparison intermediaries, and booking intermediaries. Indeed, Autorental’s privacy policy states that they are a car rental price comparison and booking tool, highlighting that the website will either redirect the</p>

⁷² Autorentals, <https://help.autorentals.com/hc/en-us>.

user to car rental suppliers or travel agencies, or complete the car rental booking directly on the website.⁷³

Autorentals offers car rental services across the world. In some countries or locations where they do not have car rental supplier partners, they refer the users to partner booking sites. Autorentals is nudging users to book fast as prices might change. However, the website is not promoting any specific offers. The website of Autorentals recommends users to consult individual car rental company Terms and Conditions, implying that these apply for the rental agreement rather than any contracts with Autorentals.

Partnerships and revenue streams

Partners mentioned on the website include car rental suppliers such as Avis, Budget, Enterprise, Hertz, SIXT, Alamo and others, as well as car rental pricing aggregator partners such as CarRentals.com, Priceline, Hotwire, Economy Bookings and others.⁷⁴ In addition to the mentioned partners, the examples previously outlined regarding Carsearchdirect.com and Cheapautorentals.com also indicate the existence of potential agreements with these websites.

Another interesting observation was made regarding the country of research. For example, when searching for a car in Madrid, through Autorentals.com, a few different car suppliers will come up that can be booked through the website. However, when searching for a car in Stockholm, the Autorentals website offers to redirect the user to the partner websites CompareWix.com and LBarrentals.com (Ladybug.com). When opting to be redirected, a new website with the URL <https://travel.mediaalpha.com/hosted/multi-compare-2.html> opens, before the user is redirected. Once the user is redirected, the CompareWix and LBarrentals websites are blank. It should be noted that both CompareWix and LBarrentals have the same Terms and Conditions. When making a new search on these two websites, the user is redirected to Autorentals.com. If we search for a car in London instead, on Autorentals.com, there will be alternatives to book a car directly with car rental companies such as Hertz or SIXT, while some offers redirect to other websites, for example the UK website Enjoytravel.com, which in turn takes care of the booking and transaction. These observations indicate a variety of partnerships with several actors that seem both complex and unclear, and that also differ depending on the country. It seems likely that Autorentals has different partnerships in place in different countries, and where they have no partnerships in place with car rental companies, they will instead refer to partner websites with supplier partners in these countries.

Regarding revenue streams, no information is provided on the website. However, there are probably different streams in place; based on the complex referrals back and forth that were identified, fee- or commission-based redirections might be one type.

3.1.5.4 Embedded intermediaries and partnerships

This category includes a relationship where the full intermediary services (in any case including the comparison of offers and booking, and sometimes also the search for offers itself) are handled by a third party rather than by the website first accessed by the consumer. This can be done either through an intermediary platform that is embedded on the website, via automatic redirecting to another intermediary immediately when the search process is started, or through a direct partnership with car rental suppliers.

From the consumer's perspective, embedded intermediaries often look similar to a booking intermediary, and the booking is indeed carried out from the actual intermediary website. However, the car rental services are operated by an external

⁷³ Autorentals, Privacy policy, <https://www.autorentals.com/info/privacy-policy>.

⁷⁴ Autorentals, FAQs, <https://www.autorentals.com/info/faqs>.

company providing a platform that is in charge of the search, comparison, and booking process. These third parties provide the infrastructure that other companies need to set-up a booking intermediary and connect car fleets/car rental companies to airlines and online travel retailers. Also, other services such as revenue management, brand building or travel retailing expertise can sometimes be offered.

This set-up is common for websites that do not have car rentals as their main activity, such as airline websites (e.g. Ryanair.com) and general travel websites (e.g. Tripadvisor.com). For such companies, these platforms offer an especially valuable service as they do not need to specialise in these services themselves, while still providing them to the consumers. Some examples of websites focusing on car rentals only were also identified (e.g. Holidayautos.com and Carhire121.com).

The complete search and booking process is handled by the platform, and upon booking the consumer enters into a contract with the platform provider, while the airline or general travel website is not involved. However, this difference is not always clear to the consumer as he/she remains on the airline/travel website all along the booking process⁷⁵. In regard to the rental agreement, this will be between the consumer and the car rental supplier.

This business model has developed significantly over the past 15 years, and appeals to the airlines particularly, as it enables an inventory of multiple car rental suppliers, which is beneficial for the consumer. Furthermore, they can brand it as an airline service, which is also advantageous. Today, this model is commonly applied for airline websites.⁷⁶ The two main providers of such B2B platforms are CarTrawler (operating the car rental for e.g. Easyjet, KLM, Norwegian Airlines, Vueling and TAP) and Rentalcars.com (operating the car rental for e.g. Tripadvisor, WizzAir and Ryanair), which is also the largest car rental booking intermediary.

This type of partnership is typically (but not always) indicated on the host website by mentions such as “powered by” CarTrawler or Rentalcars.com. In other cases, though, the mentioning of this external company is more discrete (e.g. only mentioned at the bottom of the page) and in other cases it is only the terms and conditions that will provide this information.

Sometimes, this set-up is the result of an acquisition of websites of which the front end is kept, but where the underlying booking platform is replaced. For instance, the Cartrawler mother company (EtTrawler Unlimited Company) also owns the intermediary website brands Holiday Autos and Arguscarhire.⁷⁷

Second, rather than embedding a third-party intermediary platform on their own website, it is also possible that a website redirects the consumer to another intermediary’s website when they want to start a car rental search. An interesting example in this regard is Carsearchdirect.com. When starting a car rental search through the website, Carsearchdirect.com, the user is directly redirected to Autorentals.com. In the meantime, the initial Carsearchdirect website changes to become a <https://horzrb.com/> website which allows for a new search where the user can select to include both Autorentals and Skyscanner results. However, when clicking on “search”, the website changes URL to <https://travel.mediaalpha.com/hosted/multi-compare-2.html> and tells the user to select search results for one of the two websites. A similar situation happens when searching on cheap-auto-rentals.com. Following the search, the user is redirected to kayak.com, while the initial website (cheap-auto-rentals.com) becomes Autorentals.com. This indicates that the initial website is used as a front-end brand ‘shell’ to attract traffic that is subsequently channelled to the actual intermediary.

⁷⁵ Example from CarTrawler website.

⁷⁶ Interview with a major car rental provider.

⁷⁷ <https://www.cartrawler.com/ct/about/company/>

The model of direct partnerships has been identified among airline websites exclusively. Several airline websites have partnerships in place with a small number of car rental companies, such as Hertz, SIXT, Avis or Europcar. A search for the best offer is conducted either on the website of the airline or on co-branded websites, however, the search is limited to some selected companies. In the example of Air France, a long-term partnership has been in place for 30 years with Hertz and related partners Firefly and Thrifty, while Lufthansa collaborates with SIXT, and Iberia with Avis and Budget. Once a car is selected by the consumer, the booking is carried out without any redirections. In these cases, the terms and conditions of the rental company applies both to the booking and the rental, while the airline website is not involved. In terms of revenue streams, the car rental company pays a percentage-based commission for the rentals booked through the airline website or co-branded website.⁷⁸ In the past, this model was the most common one for airline websites. However, over the past 15 years, the models with a platform operating the car rental services as described above, have developed significantly and become more important⁷⁹.

The tables on the next pages provide further details regarding the B2B platform CarTrawler and the airline website Ryanair which is operated by Rentalcars.com.

⁷⁸ Interview with a major car rental provider.

⁷⁹ Interview with car rental industry representative.

Table 3.8 Example of B2B platform offering services through direct partnerships – Car Trawler

Car Trawler

Website: cartrawler.com

Business model: Embedment/partnership

As this website was not included in the SimilarWeb data, information on number of visitors and traffic, is not available.

Business model and ownership

The Irish company CarTrawler (ETrawler Unlimited Company) is a leading B2B travel technology platform. The company connects car fleets and rental companies to airlines, online travel retailers and accommodation providers. As such, the company provides the infrastructure that other companies need to set-up a booking intermediary or a comparison intermediary. CarTrawler is focused on car rentals, but also offers bus, coach, rail, chauffeur and taxi transfer services. The website is the market leader for car rentals and partners with online businesses, providing their consumers with transport options and related services.

The presence of CarTrawler can in most cases be easily identified on airline websites' car rental services, or other websites where car rental is not the main focus. However, in some cases CarTrawler is also assisting websites focusing on car rental only. To the consumer, it is not always evident that the website is operated by CarTrawler. Sometimes, the logo of CarTrawler will be at the top together with the text "powered by CarTrawler" (see, for example, Norwegian.com). However, on some websites it is not explicitly mentioned until you check the terms and conditions or written at the bottom of the page (see, for example, Vueling.com).

The terms and conditions of CarTrawler highlight that the contract for transportation is between the consumer and the transportation supplier, while CarTrawler is not a party to the contract. CarTrawler only facilitates the bookings by introducing the consumer to transportation suppliers through the booking engine. However, if a car has been booked through a CarTrawler partner (i.e. an airline or travel retailer), CarTrawler works as a single point of purchase and provides consumer care if needed.⁸⁰ The terms and conditions also mention that depending on the location of the user and/or the transportation conditions of the selected supplier, the payment model might differ.

Partnerships and revenue streams

Providing ancillary products or services to consumers represents an important means of increasing profits for airlines and online travel agents. Among these ancillaries, car rental is a major one as it is often placed within the booking path of the consumer⁸¹. CarTrawler assists airlines and other companies in providing such services through the provision of platform technology, search engine, as well as other services.

The company (ETrawler Unlimited Company) is private equity-backed by BC Partners and Insight Venture Partners. CarTrawler owns and operates the websites Holiday Autos, Arguscarhire.com and Cabforce. Holiday Autos and Arguscarhire are booking intermediaries, while Cabforce is focused on airport transfers by bus, shuttle or private transfer. These three websites are all powered by the CarTrawler's search engine. According to CarTrawler's website, the company partners with 2,000 online travel retailers, 100 airlines, and 2,000 agents/suppliers and they provide services/transport solutions in 50,000 locations. Some of the airline websites they operate include Norwegian.com, KLM.com, easyjet.com, vueling.com, and flytap.com. Ryanair.com's car rental service was operated by CarTrawler until November 2019, while it is now operated by rentalcars.com (for more information, see Section III.III.IV).

Regarding revenue streams, no specific information was identified. Based on the type of services provided, revenue streams might be both fee-based connected to the provision of services and technology and commission-based. In the case of commissions, the sum might be split on a percentage basis between CarTrawler and the airline/travel website.⁸²

⁸² Interview with a major car rental provider.

Table 3.9 Example of an airline operated by a B2B platform through a direct partnership - Ryanair

Ryanair

Website: ryanair.com

Business model: Embedment/partnership

Number of visitors: 414,004,255, out of which around 90.6% are EU MS

Monthly average: 15,079,871

Top 3 visitors/countries: UK (18%), Italy (16.1%), Germany (9.5%)

Referrer visits: 9,673,742

Top 3 referral websites: skyscanner.net (20.1%), googletraveladservices.com (13.4%), skyscanner.it (8.8%)

Business model and ownership

Ryanair Holdings plc. is the parent company of Ryanair, Buzz, Lauda, and Malta Air. While flights are the main focus of Ryanair.com, the website also enables the search for and booking of car rentals, hotels, as well as events and activities (under "Ryanair travel extras"). When searching and selecting a car to rent, the terms and conditions of Ryanair state that the car rental service of Ryanair is operated by the UK company Booking.com Transport Limited (i.e. Rentalcars.com). Therefore, the terms and conditions of Rentalcars.com apply to the booking contract. However, regarding the actual rental agreement, this is a contract between the consumer and the car rental company. Despite this, rentalcars.com remains available to manage consumer service if needed. Complaints can be managed within three months following the rental.⁸³

Some nudging and promoting activities can be identified on Ryanair's website. Examples include "top picks" tags on some offers, as well as recommendations based on terms and conditions, features, consumer ratings and price, without providing further information on how these factors affect the listing. There are also examples of more neutral nudging to put pressure on the consumer, where it says how many consumers have booked in the specific location recently, and how advantageous the price is compared to the average price in the area.

Partnerships and revenue streams

Until November 19, 2019, CarTrawler was operating Ryanair's car rentals. Rentalcars.com took over in January 2020. The terms and conditions of rentalcar.com thus apply and when clicking on Ryanair's "full list of partners we work with", the website redirects to Rentalcars.com and their list of car rental companies they collaborate with. Partners include car rental suppliers as well as relevant third-party service providers. When considering the referrals in the SimilarWeb data, it can be noted that skyscanner.net, as well as some of its national affiliates, is the most common referring website, which might indicate some kind of partnership.

Regarding revenue streams, Rentalcars.com either gets commission on bookings or buys deals in bulk that they sell to the consumers. No information regarding the revenue streams and contractual arrangement between Ryanair.com and Rentalcars.com is presented on the website.

⁸³ Ryanair.com / Rentalcars.com, Terms and conditions, <https://carhire.ryanair.com/TermsAndConditions.do?affiliateCode=ryanair&serverName=www.rentalcars.com&cor=ie&preflang=en&adplat=671315>.

4 Compliance check

In order to fulfil the third research objectives of the study, a compliance check was conducted, investigating to what extent a sample of car rental intermediary websites (and, to the extent that they also needed to be visited during the booking process, car rental company websites) comply with the relevant legal regulations and directives. Below is described the methodology of the compliance check and an introduction to the content.

Methodology of the compliance check

The compliance check was done via a **mystery shopping exercise**, investigating a sample of car rental intermediary websites. This was specifically done by simulating the search of cross-border booking offers on an intermediary website and the subsequent booking process, from the start of a search through the full booking process up until right before the moment payment details had to be provided (i.e., no payment details were provided by the website assessors).

In total, 254 assessments were conducted, covering the three types of intermediaries in scope of this study dedicated car rental intermediaries (n = 145), general booking sites (n = 89) and airline websites (n = 20). The fieldwork took place between 23 September and 3 November 2020.

Assessments were performed from all EU countries, as well as Iceland, Norway and the United Kingdom. This means that websites were accessed from a specific country (the consumer country), with the intent to book a car in another country (the destination country). The number of assessments performed per country was based on outgoing and incoming tourist streams (for the consumer country and the destination country, respectively), meaning that countries with larger outgoing tourist streams were used more often as a consumer country, and countries with a larger share of incoming tourist streams were more often used as a destination country. In doing so, the sample reflects. This was done with the aim of reflecting in the assessment sample the actual market of cross-border car rentals.

A full description of the compilation of the sample for the compliance check is provided in Annex 2 to this report.

Content and structure of the assessment

The compliance assessment focussed on a wide range of aspects related to the booking process and the contractual relation between consumer and intermediary and/or rental company:

- Accessing the website and searching for offers
- Ranking of results and comparison
- Selection of the offer
- Intermediary and car rental company information
- Product options
- Mandatory charges
- Insurance products and policy
- Contract relation between consumer and trader (and respective rights and obligations)
- Damage to the vehicle
- Consulted documents
- Booking process evaluation
- The (intermediate and final) booking price)

- Traffic fines and local regulations
- Fuel policy
- Payment
- Deposit & pre-authorization

All these aspects were assessed with regards to whether intermediaries and rental companies are compliant with the relevant regulations and directives. Specifically, there was a focus on the provision of complete, transparent and clear information about the services, on compliance with consent rules (i.e., that for all booking aspects where necessary the consumer is asked for their consent about the services provided and/or payment of the related price), and on the fact that prices and charges had to be communicated comprehensively and clearly.

Any websites that the assessors were sent to during the process were included in the assessment, also if they were directed to other websites to complete the booking. On the website(s), all pages and documents were part of the assessment as well, to the extent relevant to find the information asked for, including the terms and conditions - but excluding any documents related to the intermediary or rental company's privacy policy - as the latter is not relevant for the booking services.

The assessment was done using a standardized questionnaire (attached to this final report as annex 3). The largest part of the questionnaire followed a 'standard' booking scenario, where assessors were required to book

- a medium-sized car for one week
- with pick-up of the car at the airport
- a standard insurance
- one driver
- and with the driver being 34 years old

For the base scenario, for half of the assessments the drop-off location was the same as the pick-up location, while for the other half it was another location (simulating a one-way booking).

In addition to this main scenario, a number of other scenarios were also tested, in order to test any impact on the costs and the provided information as a result of a change in the following parameters:

- Picking up the car in a non-airport location instead of at the airport
- Adding an additional driver
- Choosing an extended insurance
- Having a driver aged 21 instead of 34

Structure of the chapter

The remainder of this chapter presents the results of the assessment. It is structured along four main compliance areas:

- **The ranking of the search results.** This first section focuses on how intermediaries present search results of car rental offers to the consumer,

including also the freedom the consumer has to change the search ranking and what information is provided to the consumer about how the results are ranked.

- **Information on the booking and the services.** This section contains an analysis of all indicators throughout the assessment that are related to the provision of information about the booking and services. This is a broad but crucial area, since whether and how information is provided to the consumer is key to allowing the consumer to make an informed purchase decision and to avoid risks of detriment due to incomplete or confusing provision of information about the booking and the provided services. Completeness, clarity and timeliness of the information are discussed.
- **Prices and charges.** This section discusses all results related to price: whether it is clear at all times what is included in the headline price (in the search results, for the selected offer at the start and at the end of the booking), what the cost is for extra options, which fees will be added, whether the price changes throughout the booking process, and what the price changes are when changing the scenario parameters (e.g., changing driver age, adding a driver etc.).
- **Autonomy and consent of the consumer.** This section discusses to what extent a consumer can freely choose elements of their booking and whether they are asked to give their consent about elements of their booking (e.g., a fee for extra charges). Special attention is given to pre-ticked boxes, default choices or implicit consent are not allowed for optional features that are not part of the main characteristics and that would result in additional payments.

Within each area and per indicator, reference is made to the relevant regulations and directives and what the best proactive behaviour of websites is to comply with these regulations. Where applicable, it is also discussed which findings point to either a clear breach of regulations or whether, while not strictly speaking being a violation, certain behaviour could create a certain risk of detriment or consumer issues during the rental.

4.1 Ranking of search results

The starting point for any consumer to compare car rental offers is run the search, entering details such as the location of the car pick-up, what dates they intend to hire the car for, car size etc. Once these parameters have been entered and the search has been run the consumer is presented with a list of search results with various offers that the consumer can choose from. This section describes this process, indicating what information consumers are asked to provide in order to run a search as well as how the resulting offers are presented.

The more parameters that can be filled in at the beginning of the process the better the practice. The criteria a consumer is requested to provide can act as filters to present a relevant ranking of results. Especially as, in many cases, these criteria will ultimately affect the price that is then used to compare the vehicles. Entering many (relevant) criteria can divert the issue of drip pricing later in the booking process by already assessing what options the consumer is going to need and therefore providing a real comparison of offers based on those parameters.

The results of the assessment of car rental intermediary websites demonstrate that only three parameters are almost **uniformly required** by the car rental intermediaries to launch a search. These include an obligation to fill in:

- Pick up location (98% of assessments)

- Date and time of pick-up (96% of assessments)
- Date and time of drop-off (91% of assessments)

Drop off location and the age of driver (as an exact age or broad category) are also commonly obligatory to fill in (67% and 50% of assessments respectively). However, these parameters are also commonly **optional** to fill in at the time of searching offers, 30% in the case of the drop off location and 20% in the case of the age of the driver.

The characteristics of the car itself were commonly parameters that were either optional or were not possible to fill in:

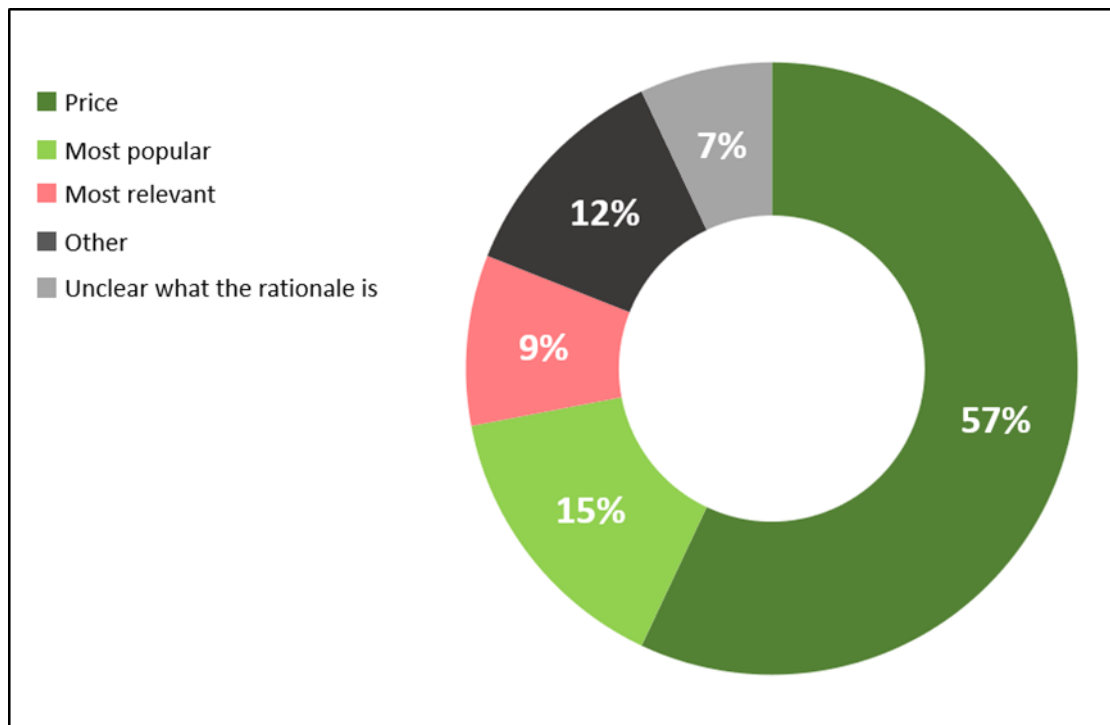
- Car size (in 5% of assessments this was made this obligatory to fill in, 46% had this as optional, with 48% not giving the possibility to indicate this option)
- Car type (in 4% of assessments this was made this obligatory to fill in, 44% had this as optional, with 52% not giving the possibility to indicate this option).

Parameters that are primarily **not possible to fill in** at the time of the search are those that are often related to additional options as well as the brand of the car. Illustrating that at the beginning of the consumer journey, typically little information is required and much information is not possible to indicate at the start of the search:

- Baby/child seats (86% of assessments)
- Snow/winter tyres (85%)
- Car brand (85%)
- Extra driver (83%)
- Type of insurance (72%)
- Fuel type (66%)
- Car type (52%)
- Gear type (50%)

Once the information has been entered, the resulting search results are displayed to the consumer. Most commonly the resulting offers are ranked by default on the basis of price (57% of assessments), while in 15% offers are ranked by 'most popular' and 9% by 'most relevant'. In 19% of assessments the ranking was either not clear or based on other aspects.

Figure 4.1 Ranking of offers in the search results



C1A1. How are the search results ranked by default?
Base: All assessments (n=254)

The assessed websites tend to default to ranking results based on price. However, the consumer typically is given the option to choose another ranking option to rank them by another criteria. In the majority of assessments (62%) the option was given to choose another ranking criterion. In 38% of assessments no possibility was given to choose a ranking other than that which is presented as default by the website. Of the assessments where the website initially ranked results based on price, 52% did not give another option for the ranking.

Given the dominance of ranking offers by price, it would be good for the consumer if they could determine what is included in the prices that are used to compare the search results (where websites are ranking offers by price). In the majority of assessments where ranking by price was possible (69%) the website said what is included in the prices that are used to compare the search result according to price. However, this leaves 31% of assessments with price ranking where it was unclear what is included in those prices.

Whilst not yet a legal obligation, 2021 will see an amendment to article 7 of the UCPD and introduction of article 6a in the CRD making it a requirement that websites will have to explain how they come to the ranking they display through information about the main parameters that are used for the ranking⁸⁴. From the compliance check it becomes clear that, currently, of the assessments where rankings based on parameters other than price were offered (n=91), in 57% of cases it was explained

⁸⁴ Article 3 (4) and 4 (5) of the Directive 2019/2161 of 27 November 2019 amending Council Directive 93/13/EEC and Directives 98/6/EC, 2005/29/EC and 2011/83/EU of the European Parliament and of the Council as regards the better enforcement and modernisation of Union consumer protection rules (the “Better Enforcement Directive”).

how the website comes to that ranking order, with an explanation being absent in the remaining 43%.

Based on our assessment of the intermediary websites, it was uncommon (8% of assessments) to find that there were sponsored advertisements that 'disturb' the ranking of offers. This does not mean that the sponsoring of certain offers in order to achieve a better ranking position does not occur in other cases; this only means that is as such disclosed in 8% of cases. A legal requirement to disclose such sponsored offers will be introduced in the Annex of blacklisted misleading practices to the UCPD

Ranking of Search results - Conclusions

- In general, **intermediaries require very few parameters to run a search to compare offers.** However, several parameters are optional for the consumer to enter meaning that it is possible in many cases to have a more refined search. The more search criteria that can be entered at the beginning in order to subsequently compare offers, the better the practice. These criteria can ultimately affect the price that is used to compare offers which is why it is in the consumers interest to be able to enter as many of these specifics at the beginning to be able to really compare 'like with like' and identify the 'best' offer.
- When offers are displayed following a search these are typically ranked by price and consumers typically have options to choose another ranking option to display the results – though almost 4 in 10 (38%) only offer one way of ranking the results. **In the majority of cases, there is information as to what is included in the prices that are used to compare the search result according to price (69%), however this still leaves a significant minority of websites where this information is not available.**
- Though less common, some websites by default do not rank the offers by price, but rather other criteria such as 'most popular' or 'most relevant'. **Over half provide the consumer with an explanation of how they come to that ranking order, however, that leaves 43% who do not provide an explanation.** This is something that will be addressed by an amendment to the UCPD and the CRD to make it a requirement that websites explain how they come to their rankings of offers.
- A disclosed issue whereby the search results that rank offers are 'disturbed' by advertisements was found to be rare (8%).

in November 2021⁸⁵.

4.2 Provision of booking and service information

This section discusses the results of the assessment that are related to the provision of information about the booking and services. This includes information about the intermediary company and the car rental company, about the booking process, the services provided and the service policies of the rental company (e.g., fuel, insurance and deposit policies). This is a broad but crucial area, since whether and how information is provided to the consumer is key to allowing the consumer to make an

⁸⁵ Article 3 (7) of the Better Enforcement Directive.

informed purchase decision and to avoid risks of detriment due to incomplete or confusing provision of information about the booking and the provided services.

First, we discuss the presence of **obligatory information**. Intermediaries and car rental websites are required to provide the consumer with transparent and comprehensive information about all elements that can be considered an essential part of the service. Failing to provide this information makes it impossible for the consumer to make a fully informed choice about their purchase, as they will not know fully what is included in the services they purchased and what they are paying for. Examples include the identity and contact details of the intermediary and car rental companies, information about the fuel policy and insurance policy, and information about the right to cancel the booking. In addition to that, we discuss elements of the service that are not strictly speaking mandatory to include, but where the absence of such information can create a risk for the consumer to be confronted with unexpected issues and possible detriment. Included here are for example information about inspection of the car at pick-up, about how to call in damages and how to complain about problems.

Note that this chapter does not discuss information provided to the consumer about the **price** of the booking, including any additional mandatory charges and the price for optional products. As a central aspect of the booking and arguably the element that is most directly linked to detriment, accurate and complete information about prices and fees are crucial and bound by art. 6, 1 of the CRD. Because of the dynamic nature of pricing information, influenced by several factors (e.g., the properties of the booking selected by the consumer) and applicable to several aspects of the service (base price, mandatory charges that are context-dependent, cost of optional products, etc.), all such price- and cost-related aspects of a car rental booking are discussed in a separate section (see 4.4).

4.2.1 Presence of obligatory information

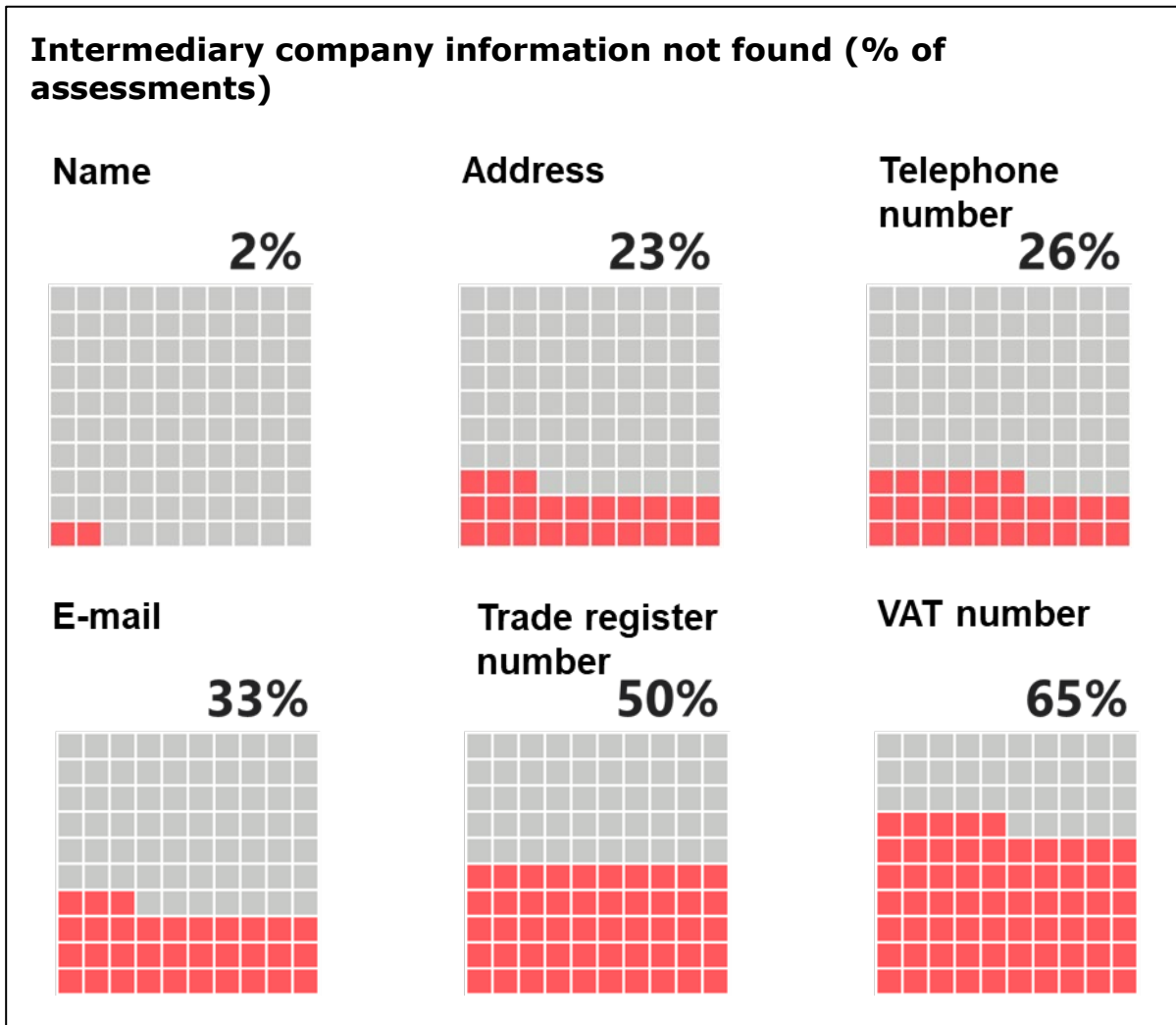
4.2.1.1 Intermediary and car rental company details

For both the intermediary company and the car rental company, the consumer needs to be provided with full company and contact details. Providing this information is crucial not only so that the consumer knows which companies they are dealing with, but also to be able to contact these companies in case of questions or complaints (or to be able to refer to them correctly in case complaints are made to third parties with regards to the company). Not providing the necessary company details can be considered a misleading practice (art. 6 and 7 UCPD) or a violation of the provisions that require full identification about the party that acts as a trader (art. 6,1 b and c of the CRD and art. 5 of the E-commerce directive). The company details should include specifically:

- The company name
- Company address
- Telephone number
- E-mail address
- Trade register number
- VAT number

When it comes to the **car rental intermediary**, for almost all intermediaries the company name can be found – only in 2% of intermediaries this is not the case. The address, telephone number and e-mail address can be found in most websites, but is lacking in sizable minority of them (23%, 26% and 33%, respectively). The trade register number and VAT number is not provided for 50% and 65% of intermediary companies, respectively.

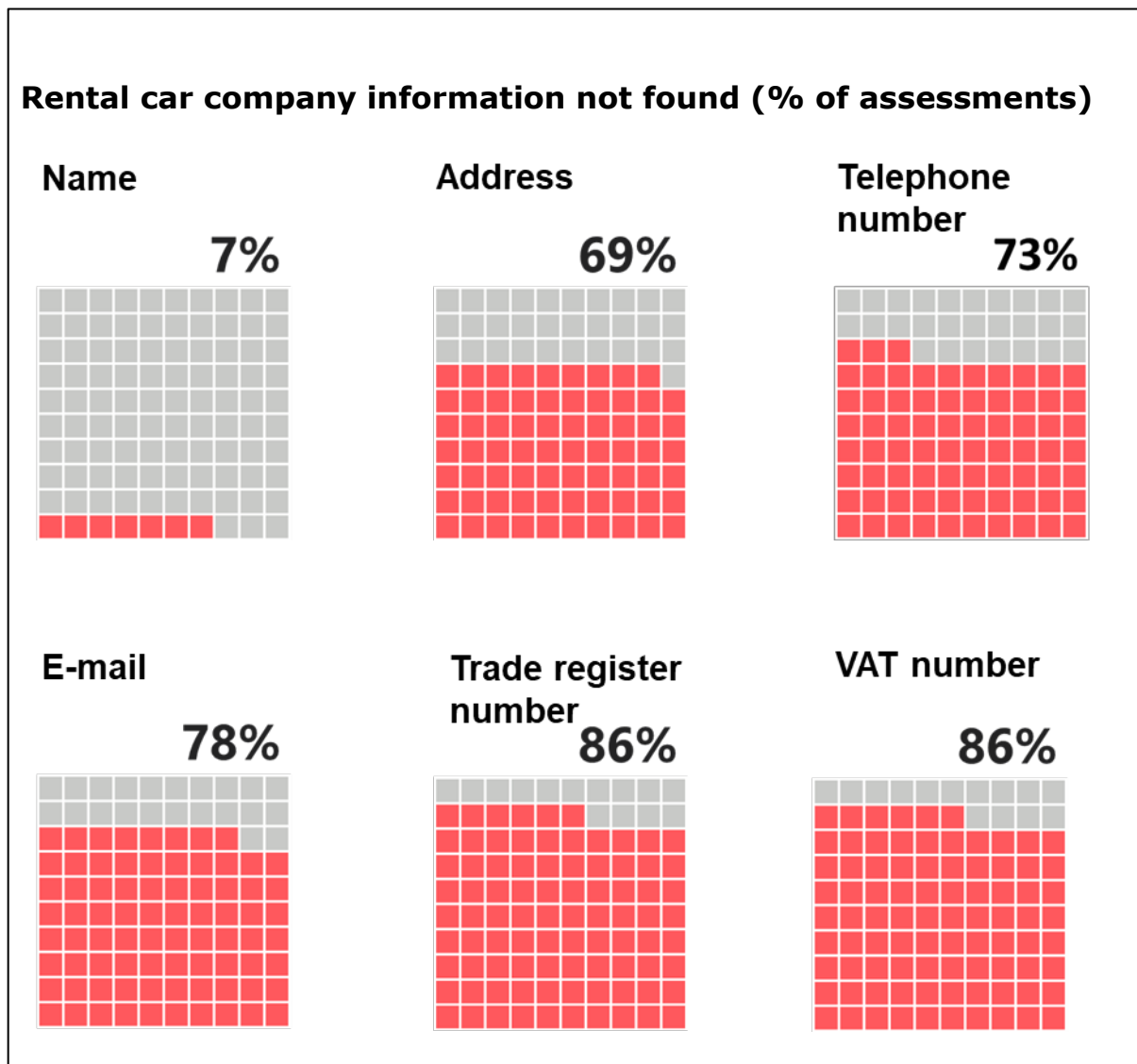
Figure 4.2 Info about intermediary company not found



B6. Please indicate which information is easily available.
Base: all assessments (n = 254)

For the car rental company itself, information is missing far more often. While the car rental company is available in the large majority of cases, and missing in only 7%, other information about the car rental company is generally missing in a clear majority of websites. This goes for the address (missing in 69% of websites), telephone number (73%), e-mail (78%), trade register number (86%) and VAT number (86%).

Figure 4.3 Info about car rental company not found



E1. Please indicate which information is easily available (n = 254)
Base: All assessments (n=254)

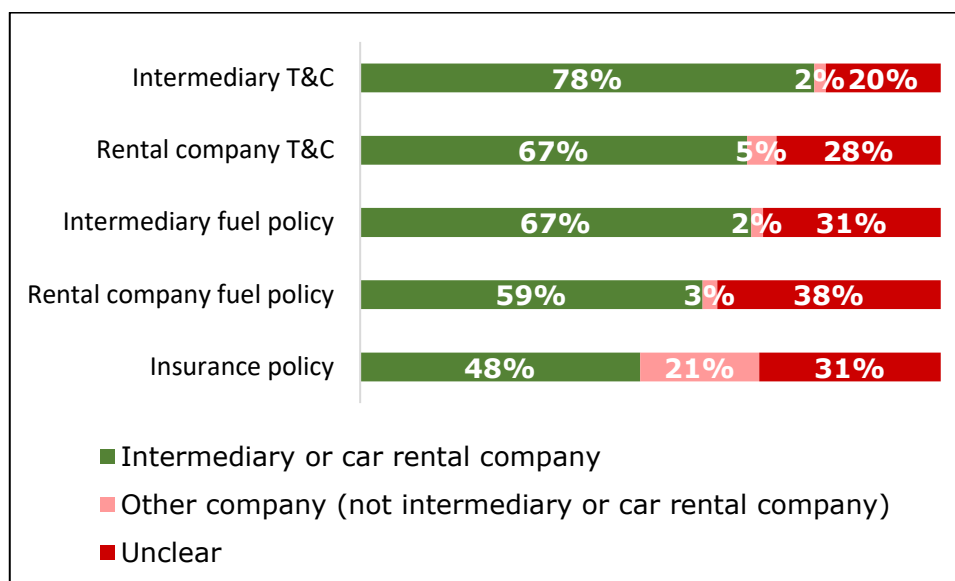
These results show that car rental company details other than the name of the company are often lacking when booking a car via an intermediary website. In addition to the problem this creates that consumers have little or no details about who they will be renting a car with, this is likely to create a risk of issues if the consumer needs to contact the car rental company ahead of the start of the booking, or if they need to refer to them when complaining about the company to a third party (e.g., a consumer authority).

4.2.1.2 Source of documents

Completeness and transparency about the intermediary's or rental company's identity and the company's details also pertains to the source of the information that the consumer is provided with on the website(s) used during the booking process. When the consumer is presented with documents like the Terms and Conditions, fuel policy or insurance policy, it needs to be clear who is responsible for the information on the document and to which company the information provided applies. Moreover, the source of the document needs to be either the intermediary or the car rental

company. A third party other than the intermediary or rental company, even if identified, will at the least create confusion about who is responsible for providing the services and enforcing the contract, and could be a possible cause of detriment if the company who is responsible for the document information is not the company the consumer will have a contract with. This too falls under the requirements of art. 6 and 7 of the UCPD and the provisions that require full identification about the party that acts as a trader (art. 6,1 b and c of the CRD and art. 5 of the E-commerce directive). The compliance check assessed this for the Terms and Conditions of the intermediary website as well as the car rental websites, the fuel policy for both those websites, and the insurance policy.⁸⁶

Figure 4.4 Source of consulted documents



M4. Are these documents drafted by the car rental intermediary, the car rental company or to another party?

Base: assessments where documents were consulted (Intermediary T&C = 202; Rental company T&C = 99; Intermediary fuel policy = 49; Rental car fuel policy = 39; Insurance policy = 112)

In general, the documents consulted in the assessments are identifiable as having been drafted by either the intermediary company or by the car rental company in the majority of assessments where they were consulted. This is most often the case for Terms and Conditions of the intermediary company (78% of assessments where this document was consulted), followed by the Terms and Conditions of the car rental company (67%) and the intermediary's fuel policy (67%). Only in the case of the insurance policy could the source be identified as either the car rental company or the intermediary company in only under half of the assessments (48%). More importantly, if the document is not in reference to the intermediary or car rental company, it is most often simply not known who the source of the document is. This is most often the case for the car rental company's fuel policy (38% of websites where this document was consulted), but also occurs for 20% of the consulted car rental company Terms and Conditions documents.

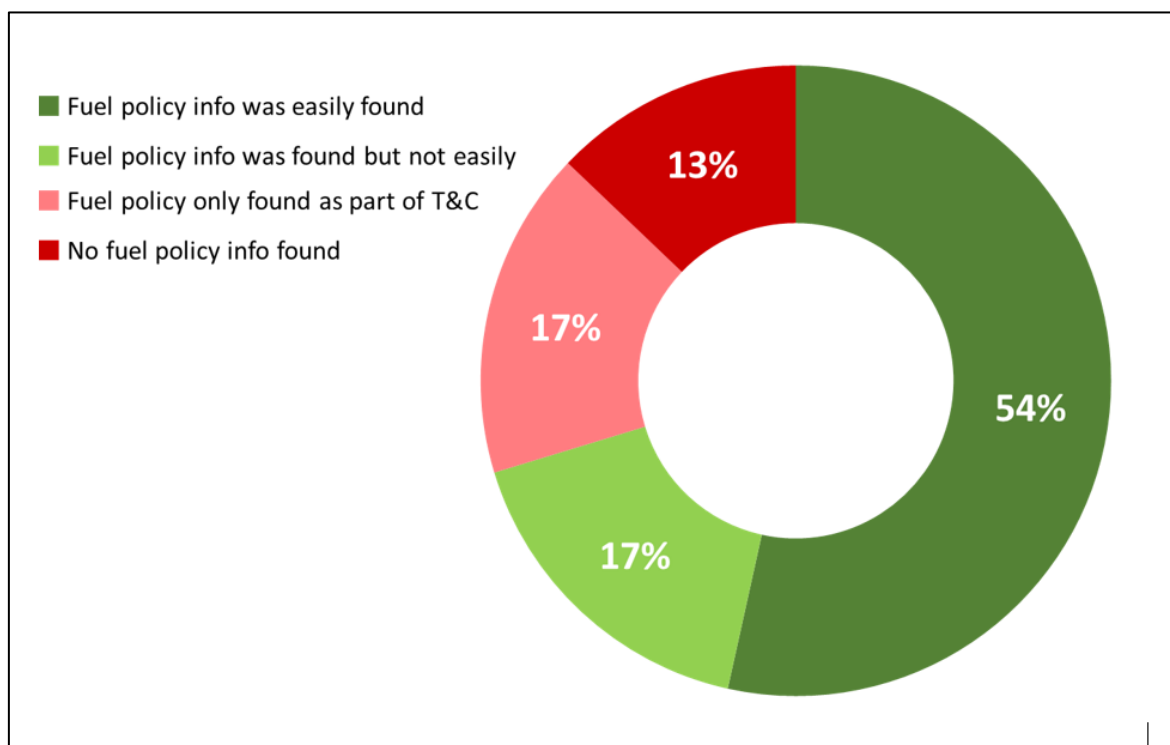
4.2.1.3 Fuel policy information

The fuel policy has a material impact on the price of the service and information about the fuel policy that will be applied thus needs to be clearly indicated to the consumer.

⁸⁶ This was done by verifying which company was mentioned at the top of the document as being responsible for drafting the document.

A lack of information can be considered a misleading omission as well if the cost causes detriment or the consumer would not have accepted the offer under these circumstances (art. 7 UCPD). Failing to provide information on the fuel policy can also be seen as a lack of professional diligence, as it can impact the consumer's decision to accept a certain offer or not – meaning a breach of art. 5(2) of the UCPD.

Figure 4.5 Fuel policy information



*I1 Did you find information on the fuel policy?
Base: all assessments (n = 254)*

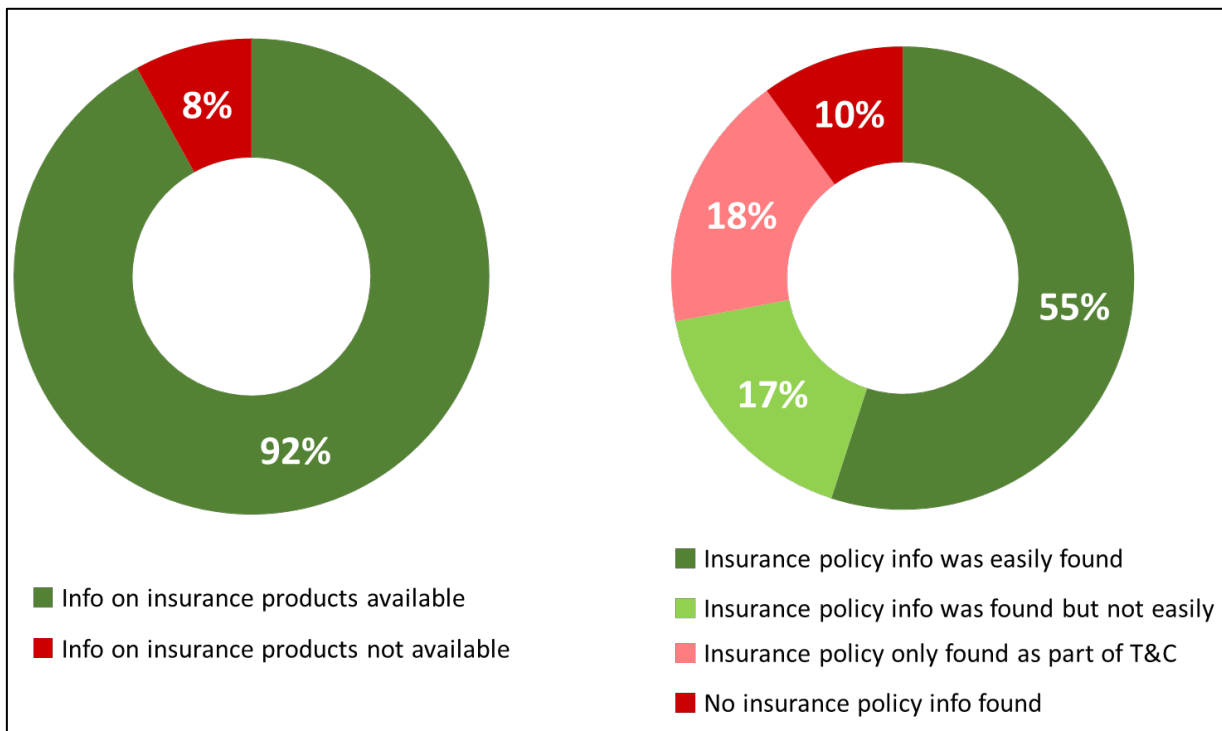
Slightly over half (54%) of the assessed websites provide fuel policy information in a clearly labelled and proactive way to the consumer, following what is best practice in this situation. A further 17% have clearly labelled fuel policy information on their website, which however require some searching by the consumer. While less ideal, this is still considered acceptable. In 17% of the assessed websites fuel policy information was only provided as part of the Terms and Conditions and in 13% of websites no information on the fuel policy could be found at all – the latter two groups being in breach of the aforementioned regulations.

4.2.1.4 Insurance information

Any car rental will necessarily come with insurance, which is to be considered an essential characteristic of the service, about which transparent and comprehensive information needs to be provided. Not providing information about this aspect of the service would be in breach of art 6, 1a of the CRD – and would also strongly increase the risk that a consumer would be confronted with unexpected extra costs or other aspects of the insurance products that are offered, which in turn would be a misleading omission and thus a breach of art. 7 of the UCPD.

Information about insurance products and policy

Figure 4.6 Insurance product and policy information



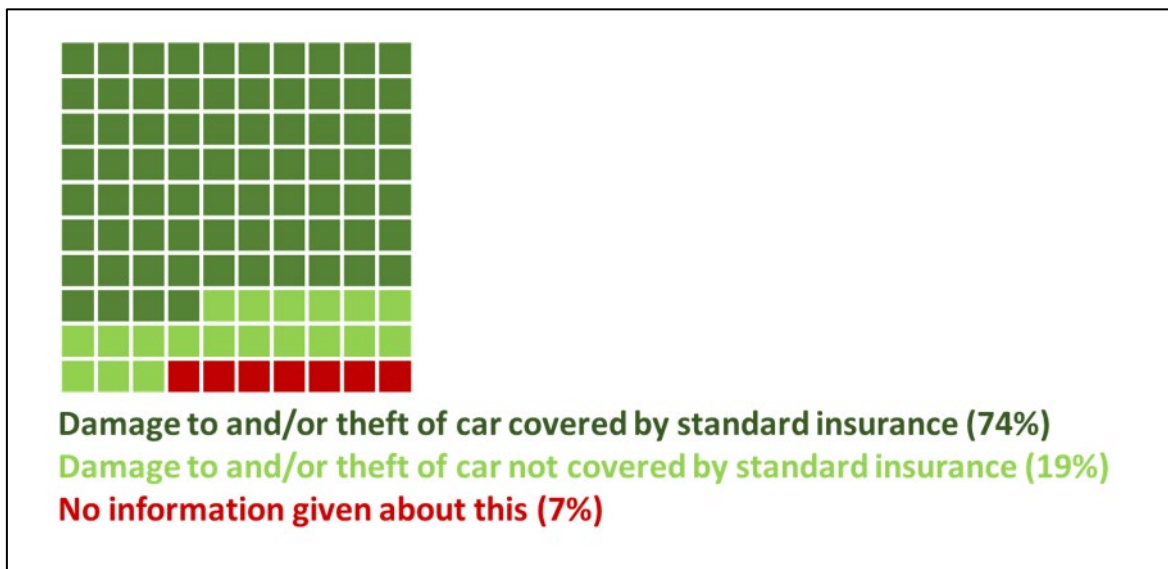
J9. Did you find information on the insurance policy?
Base: all assessments (n = 254)

General information about the **insurance products** offered as part of the rental is available on most of the assessed websites: only eight percent do not provide it. Information about the **insurance policy** is more often lacking, however, although it is provided to the consumer in an acceptable way in the majority of websites: in 55% of websites information about insurance policy was clearly labelled as such and could be easily found – meaning that a slight majority of the websites follows best practice here. A further 17% required some searching by the consumer but was still labelled clearly as insurance policy information, which is still acceptable. In 18% of websites insurance policy information could only be found in the terms and conditions, and in 10% there is no information available at all about the insurance policy. The latter two groups, in failing to provide insurance policy information in a transparent and accessible way, or to provide any information at all, are in breach of the abovementioned regulations.

Information about damage coverage

In the assessments where information about insurance products was found, it was further looked at whether important information about the coverage of the standard insurance was given. Specifically, it checked if the consumer was informed about whether the standard insurance covers any damages to the car and/or theft of the car. This can reasonably be seen as a central purpose of an insurance, and thus not providing information about this can be considered a violation of art. 6, 1a of the CRD.

Figure 4.7 Insurance coverage



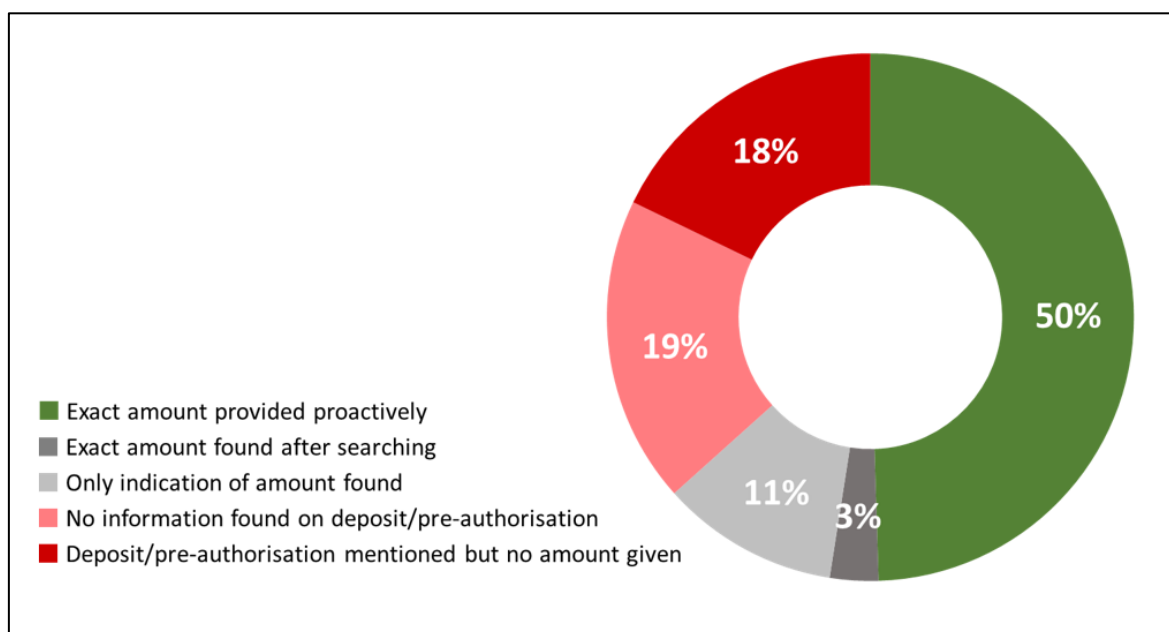
J12. Does the standard insurance cover any damages to the rented car and/or theft of the rented car?
Base: assessments where information about insurance products is found (n = 233)

In the assessments where information about a standard insurance is given, omission of information about this aspect of the standard insurance is rare, only occurring in 7% of these assessments. In 19% of them it is stated explicitly that damages to the car and/or theft are *not* covered by the standard insurance. While this increases the liability on behalf of the consumer, this is nevertheless acceptable, since the most important point here from the perspective of providing complete and clear information is that they are explicitly told that this is not covered by the standard insurance.

4.2.1.5 Deposit information

It can reasonably be assumed that a car rental booking will come with the requirement to pay a deposit, and/or with a pre-authorisation of the deposit on the consumer's credit card. While this is not a cost per se (the consumer might not have to pay anything, and will in normal circumstances get back the deposit after the car rental), it does affect the consumer financially in the sense that a sizable amount of money will need to be temporarily reserved for the deposit. This makes the deposit an essential aspect of the service about which complete and transparent information needs to be provided under art. 6, 1a of the CRD.

Figure 4.8 Deposit/pre-authorisation amount information



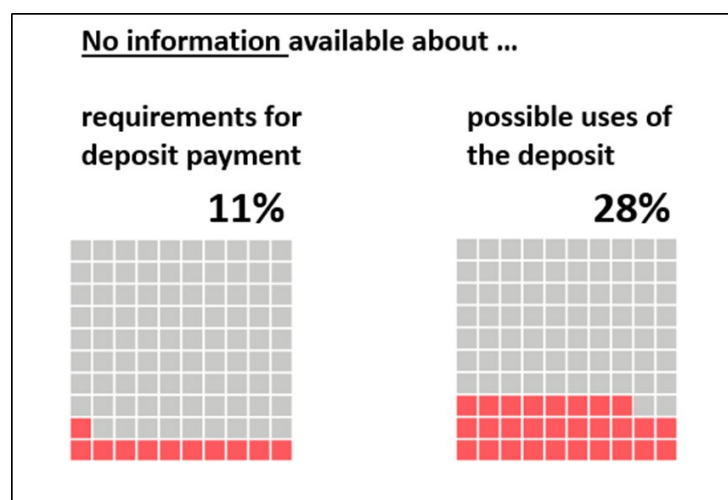
P1. Did you find information on the deposit / pre-authorisation of your debit/credit cards during the period of renting?

Base: all assessments (n = 254)

In half of the assessments (50%) consumers are provided proactively with information about a deposit or pre-authorisation, including the exact amount, which is the best practice approach. In a further 3% the amount was not provided proactively but can be retrieved by the consumer, for instance in the terms and conditions. In 11% of assessments only an indication of the amount was given. The latter two situations create a risk that the consumer will not know exactly how much deposit they will have to pay or what will be reserved on their credit card or that they will not have found the information during the booking. **In 19% of assessments a mention was found that a deposit will need to be paid, but without providing the exact amount.** Given that this leaves the consumer completely in the dark about how much will need to be paid or will be reserved, this poses a serious risk for an unexpected financial impact of the rental, and is a clear violation of art 6, 1 of the CRD for not providing information about an essential aspect of the service. Finally, in 18% of assessments no information about a deposit is provided at all. In the assumption that a deposit is standard practice for car rental bookings and the percentage of companies that does not ask for a deposit is likely much lower than 18%, most of these cases also likely reflect a violation of art 6, 1a of the CRD because they fail to provide essential service information to the consumer.

In addition to the size of the deposit, intermediaries and car rental companies are also required to provide information about other aspects of the deposit. First, they should be notified about **any requirements linked to how the deposit can or should be paid** – for instance, whether only certain payment cards are accepted and whether they need to be valid for at least a certain period after the booking.

Figure 4.9 Deposit payment and use information



P2. Did you find information on requirements or restrictions related to the deposit / pre-authorisation of your debit/credit card?
Base: all assessments (n = 254)

In 11% of the assessments where payment of a deposit or pre-authorisation is mentioned, no information was found about any requirements related to payment of the deposit – including any information about the type of payment card that is accepted or how long it should still be valid. This can be considered a failure to provide information about an essential aspect of the service, which is specifically required for deposits under art 6, 1q of the CRD, and an omission of material information, required under art. 7 of the UCPD.

Second, if a deposit or pre-authorisation is mentioned, it is required to inform the consumer about **how this deposit can be used by the car rental company** – for instance to pay for damages. **In 28% of the assessments where payment of a deposit is mentioned, no information about its potential use was found**, which is also a breach of art 6, 1q of the CRD, and could be considered a misleading omission under art. 7 of the UCPD.

4.2.1.6 Contract information

Signing the contract

The contract between the consumer and the rental company is what, in the end, stipulates the exact services as well as the obligations and rights of both parties. It should give the consumer a clear overview of what all parties are bound by. To allow this, contract terms and general conditions must be given to the consumer as a confirmation of the contract, as required by art. 10,3 of the E-commerce directive. Importantly, the consumer should be able to read the contract in order to make an informed choice of signing (or rejecting) it.

Within the context of the present study, this was however not straightforward to assess, for two reasons. First, the assessments only covered the booking process until right before the moment payment details had to be provided and the booking had to be confirmed. It could be that at that point the consumer is not yet shown the contract. Second, and more importantly, it is possible that there is no contract to be signed/accepted yet during the online booking, and that the actual contract is only presented for signing upon pickup of the car. This is possible (and acceptable) if the

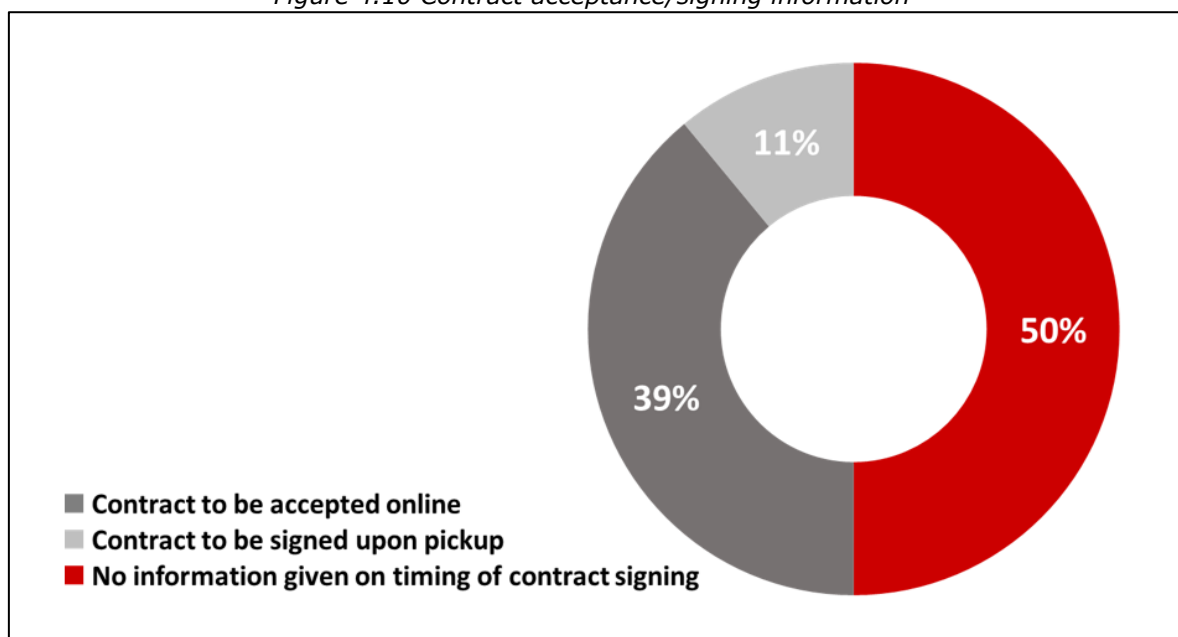
entire online booking process is taken up by the intermediary, and if that intermediary has no authority to create contracts between the consumer and the car rental company. In that case, a contract can only be signed when the two relevant parties (consumer and rental company) first meet, which will be upon pickup of the car.

Alternatively, if the booking process takes place on the car rental company's website, or if the intermediary has the authority to create a contract between consumer and rental company, there is no reason why the contract could not be shared with the consumer already during the online booking. However, since for a large majority of the assessments (96%) the full booking process took place on an intermediary website, and since the exact relation between the intermediary and the rental company and the contractual powers of the intermediary could not be assessed within the scope of the online compliance check, it was not possible to establish whether the intermediary *should* or *could* have presented the consumer with a contract.

The very small percentage of assessments where the booking process takes (partially) place on the rental company website (2.6%) does not provide us with a large enough sample to conduct a quantitative analysis. As a result, no conclusions about these aspects of the booking can be drawn from the assessment.

However, regardless of the whether the contract is presented for acceptance/signing already during the online booking phase, the consumer should in any case be informed clearly and fully about the steps that are followed to come to a contractual agreement, as required under art. 10,1 of the E-commerce directive.

Figure 4.10 Contract acceptance/signing information



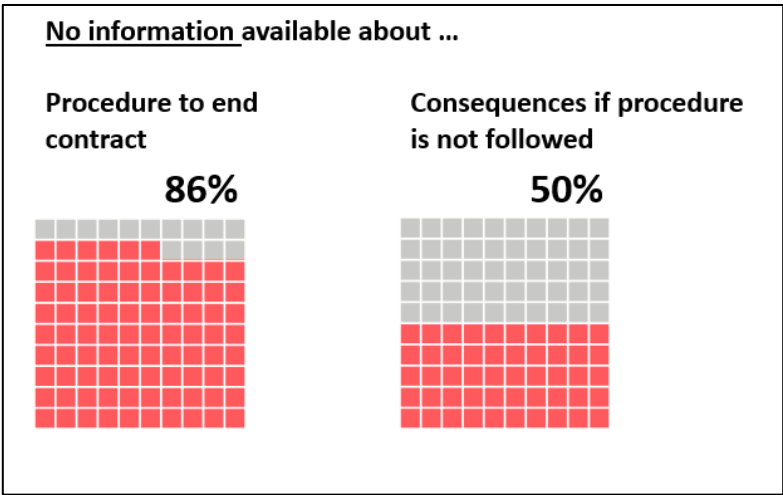
K1A. Are you expected to sign/accept the rental contract?
Base: all assessments (n = 254)

In that regards, it is noteworthy that **in 50% of the assessments, no information was given on when the contract would need to be signed by the time payment details had to be provided.** While it is possible that this information was provided after providing payment details, the fact that this is so late in the process indicates a regular issue with providing the consumer with adequate information on this, greatly increasing the risk of confusion as to whether and when the contractual agreement is created.

Contract ending

The consumer should be informed properly about when the contract ends. This does not relate to a specific date, but rather to the actions needed to be undertaken by the consumer before the contract is considered correctly ended – and the consumer is thus no longer bound to the rental contract. Such actions could, for instance, include bringing the car back to the right location on the agreed time and date, giving back the keys or dropping them in a designated box, signing a termination confirmation, paying remaining or extra fees, etc. This is a crucial aspect of the service and providing complete and transparent information on this is thus bound by art 6, 1o of the CRD. If consumers do not have this information, this creates a risk of not fulfilling the requirements to end the contract, possibly resulting in extra costs, or at the very least confusion about what needs to be done to avoid such extra costs.

Figure 4.11 Contract ending procedure information



K2A. Can you find explicit information about when your contract ends? / K2B. Can you find information about what the consequences are if you do not take the actions needed to end the contract?
 Base: K2A: all assessments (n = 254) / K2B: assessments where information about contract ending could be found (n = 36)

In 86% of the assessments information about how the contract is ended is not provided. Furthermore, in 50% of the assessments where such information is found, it is not clear what would happen if the consumer fails to take the correct actions to end the contract.

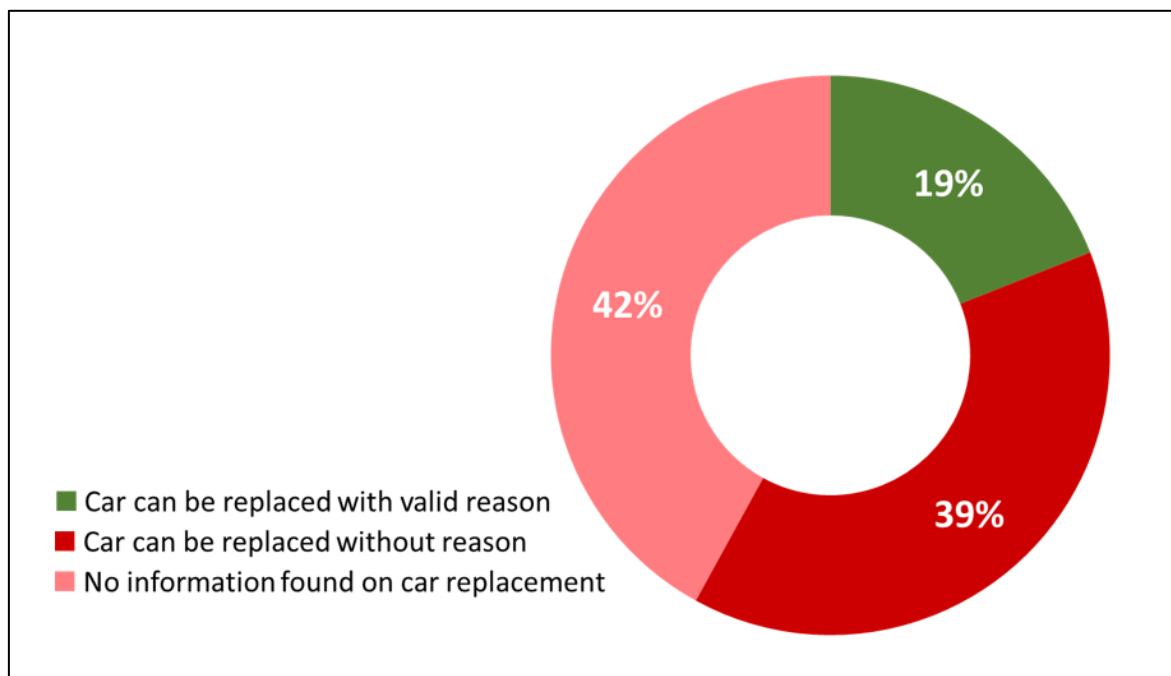
It is possible that websites give information about the steps that need to be taken when the car is returned, but do not link this explicitly to a correct formal ending of the contract. However, given that it is precisely the ending of the contract that relieves the consumer from their obligations, and a failure to end the contract correctly is what creates a risk of detriment, making this explicitly clear is important to avoid confusion and possible issues.

Replacing the car

A last element with regards to the contract that was assessed in the compliance check is whether any mention is found about the rental company reserving the right to unilaterally replace the car shown during booking by a different car (e.g. a different brand or a different type from the same brand), with or without a 'valid reason'. Under certain circumstances (e.g., the booked car becomes unavailable due to technical problems and another car with the exact same specifications is not available), a car rental company can replace a car with another model of the same standard. Such a replacement is, however, not allowed without a valid reason. Contractual provisions that enable a trader to replace the car unilaterally would be a violation of the Unfair

Terms Directive 93/13, Annex, point k of the blacklisted clauses in consumer contracts on the possibility to alter unilaterally a characteristic of the service without a valid reason.

Figure 4.12 Car replacement information



K10. Does the car rental intermediary/company reserve the right to unilaterally replace the car shown during booking by a different car (e.g. a different brand or a different type from the same brand), with or without a 'valid reason'?

Base: all assessments (n = 254)

In almost four in ten (39%) of the compliance assessments mention was found of the right of the rental company to replace the car unilaterally without a valid reason. Strictly interpreted this indicates that violation of the Unfair Terms Directive is common. It could, however, also be that the rental company does follow specific rules to determine whether a car can be replaced, but that this information was not (clearly) provided to the consumer. That would then still imply a failure to provide complete information about an essential aspect of the service, as required under art. 6, 1 of the CRD. This possibly also applies for those assessments where no information at all is given about the possibility of a car being replaced unilaterally. This was the case in 42% of the assessments. While it is possible that such rental companies do not reserve for themselves this right, not mentioning this would leave a consumer to wonder what the applicable procedure is in, for instance, a force majeure (such as a technical issue) where the rental company would become unable to offer the booked car upon pickup.

4.2.2 Presence of information linked to potential detriment risks

The previous section discussed to what extent information about essential characteristics of the service were found in the assessments. Absence of such information is obligatory under the CRD. For some other aspects of car rental services, however, the requirement to inform about and consequences of absence of information about them are less clear-cut. This concerns specifically elements of the services that are not strictly "essential characteristics", but which can still be important to consumers, and under certain circumstances de facto necessary. For

instance, while air conditioning is not considered an essential characteristic of the service per se, it can be a crucial option when the car is rented in a region known for its likelihood of hot summers. This also pertains to aspects of the booking that are not properly explained at the time of the online booking, but become only apparent upon pick-up or during the rental. This can lead to unpleasant surprises and detriment, if at that point the consumer is confronted with aspects of the service that are different from what they expected. Absence of information about these elements, while not strictly obligatory, could become an issue and be in breach of relevant regulations if it indeed leads to detriment.

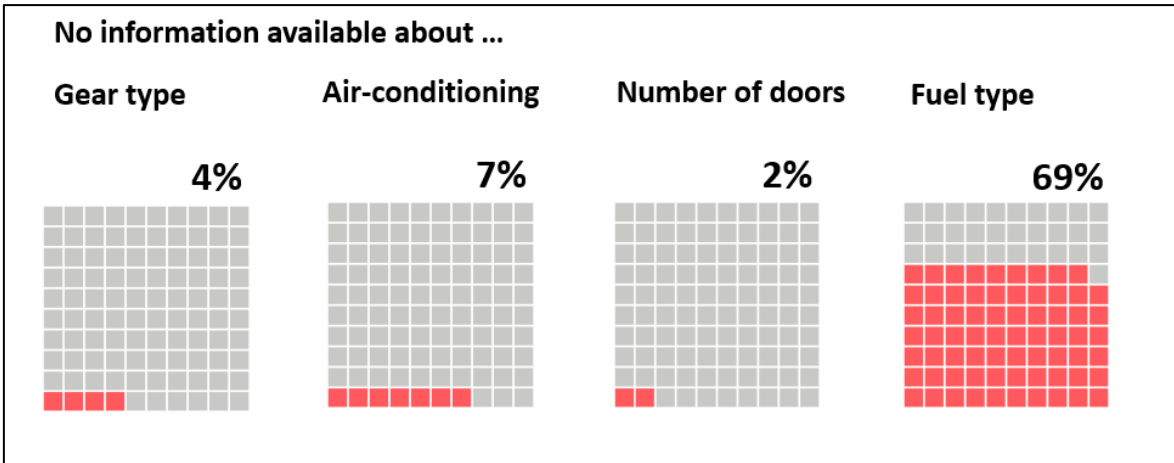
The following service aspects for which absence of information could give rise to issues during the rental are discussed in this section:

- The specifications of the car
- Risks taken when not choosing an optional insurance
- How to issue complaints to the intermediary or car rental company
- Information related to damage reporting and assessment

4.2.2.1 Car specifications

Full and transparent information about the exact specifications of the car avoids the risk that the consumer at pick-up is presented with a car that is not fully according to their expectation. Depending on the circumstances this can be detrimental, such as when air conditioning is absent for a rental in a very warm period of the year, or when a consumer only knows how to drive a car with automatic gears but is presented with a car with manual gears.

Figure 4.13 Car specification information



C7. What gear type did you select? / C9. Does the car have air-conditioning? / C10. How many doors does the car have? / C8. What fuel type did you select?
Base: all assessments (n = 254)

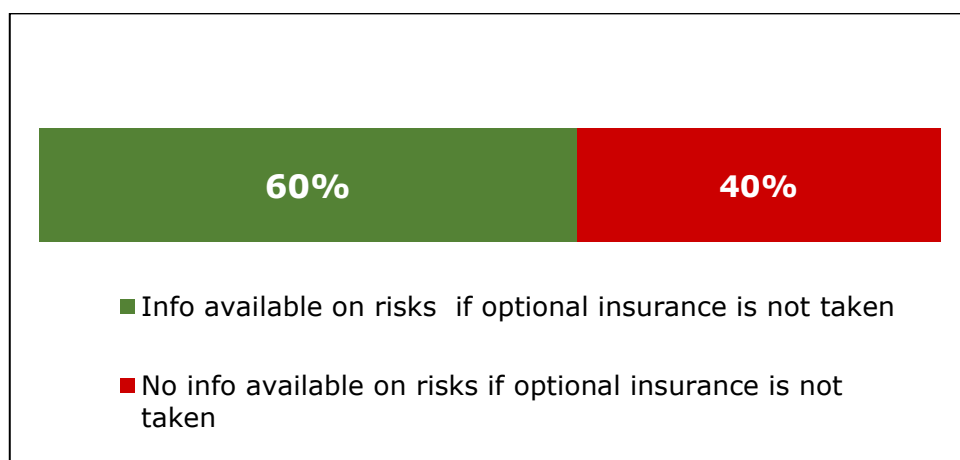
For most of the specifications that were checked, information was found in almost all assessments, and for most options lacking in less than 10% of the assessments, indicating that detriment risk in this area is overall low. The clear exception is information about the fuel type, which was not found in 69% of the assessments. Given that the fuel type is not an essential aspect of the service that is likely to affect

a consumer's choice or to cause detriment if running counter to expectations, not providing this information is not likely to pose a serious risk.

4.2.2.2 Risks taken when not choosing an optional insurance

Typically when booking a car, consumers will be offered the choice between different insurance products – often a 'standard' insurance that is by default included and one or more 'extended' packages with broader coverage. In addition to the obligation of providing comprehensive information about these insurance products and the applicable insurance policy from the car rental company (see section 4.2.1.4 above), it is also important that the consumer is informed about the risks that come with not choosing any optional extended insurance. **Four in ten (40%) of the assessments where information about insurance products is given, no explicit information is available on the risks faced if an optional insurance is not taken.**

Figure 4.14 Car specification information



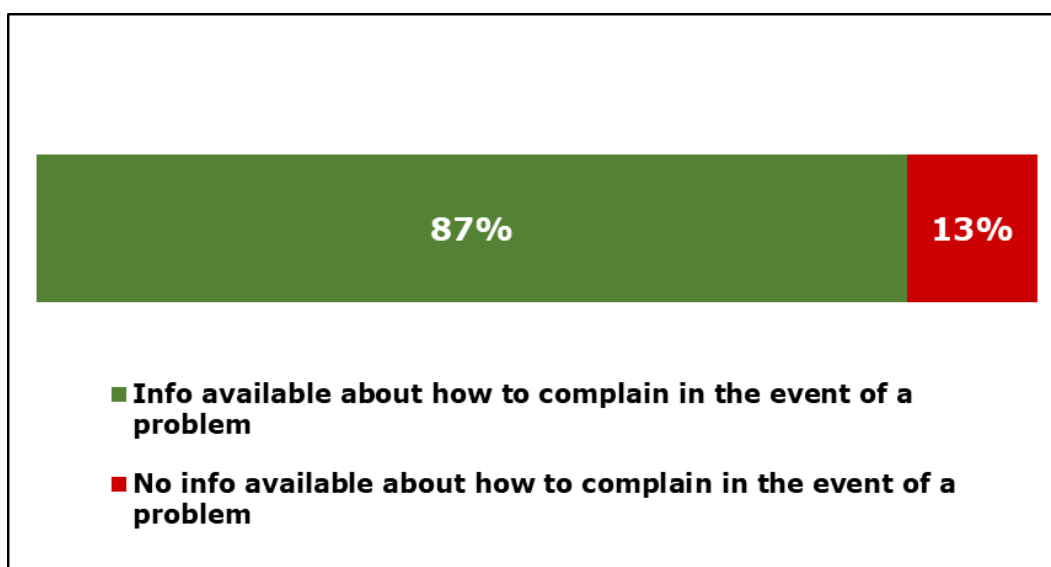
J7. Is there information available on the risks faced if an optional insurance is not taken?
Base: assessments where information about insurance products is found (n = 233)

If this information is not available, there is a risk for misleading omission of information. If the consumer would have known about the risks, they might have made the calculation that the extended insurance was necessary/useful. The standard insurance may then seem less expensive than the extended offer, but it includes hidden risks the consumer could have avoided if given more information. In that regard, not providing this information could be considered a violation of art. 7 UCPD. Given, however, that the actual risk depends on the differences between the insurance products and the risk calculation (and resulting choice) that the consumer would make, absence of this information cannot by default be considered an infringement, but rather a potential detriment risk to be determined on a case-by-case basis.

4.2.2.3 Issuing complaints

In section 4.2.1 above the obligation for intermediary and car rental companies to provide complete company and contact details was discussed. Sharing such details with the consumer can be helpful if one wants to issue complaints, but if a specific procedure for this is not explained, this can be a source of problems if the consumer for that reason is not able to contact the consumers in the right way.

Figure 4.15 Information about how to complain in the event of a problem



K9. To what extent were you provided with information about how to complain in the event of a problem in a clear and comprehensible, non-ambiguous and intelligible way?

Base: all assessments (n = 254)

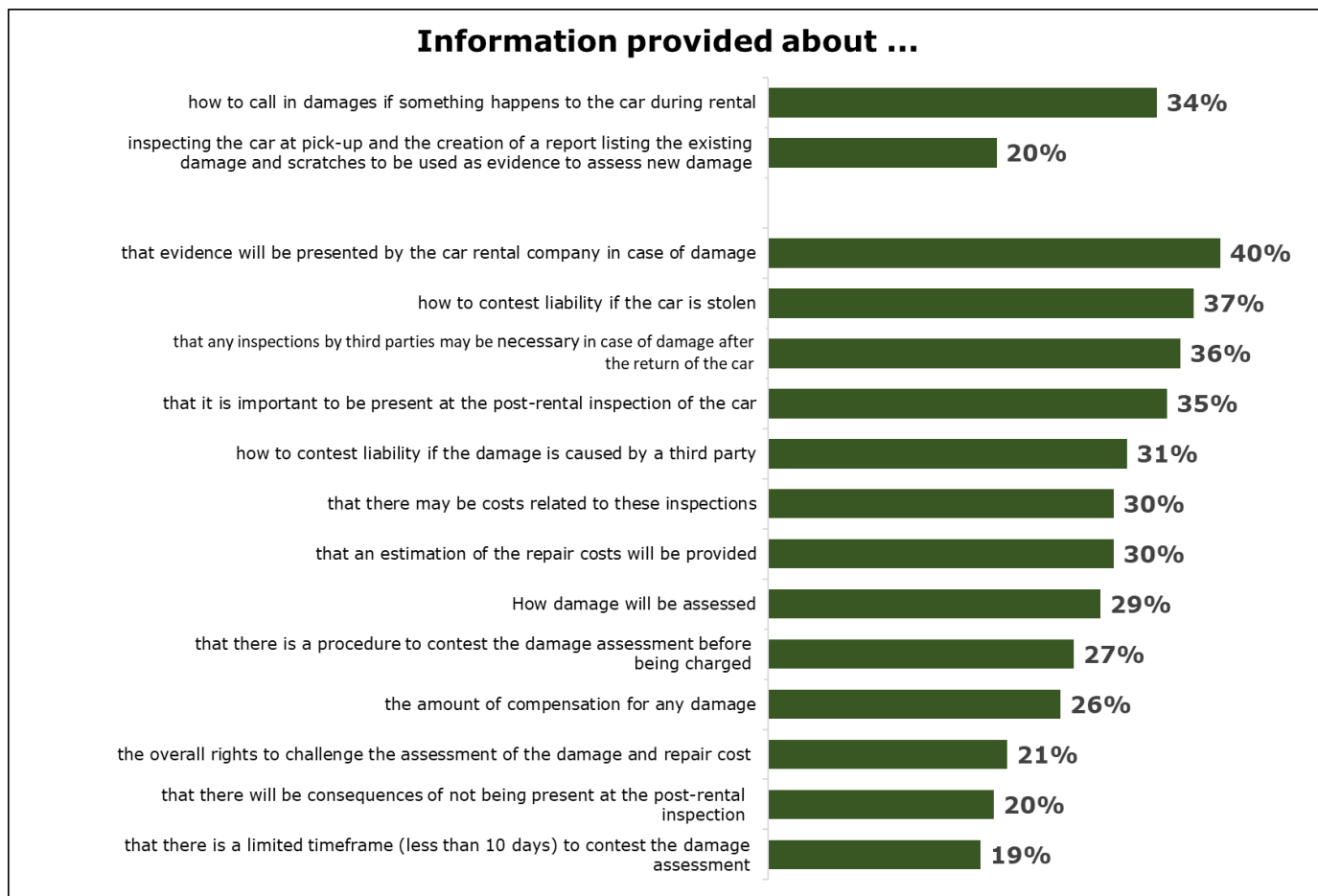
In the large majority of the assessments (87%) information was found about how to complain in the event of a problem, leaving 13% of assessments where such information is not available.

4.2.2.4 Information related to damage reporting and assessment

If any damages occur to the rented car, this can result in detriment for the consumer. Regardless of where the responsibility lies for the damages, it is important that the consumer is informed during booking about the procedures that are in place to report, assess, handle and repair damages. Not providing such information can create a risk that the consumer does not follow the appropriate procedures or that the car rental company applies the procedures unilaterally. Both can result in detriment for the consumer. With this in mind, a lack of information could constitute a misleading omission under art. 7 of the UCPD, a lack of information on an important characteristic of the service under art 6.1 of the CRD and/or a lack of professional diligence under Art 5 (2) of the UCPD.

The compliance check assessed a number of elements commonly in place with regards to the assessment and handling of damages by car rental companies and obligations from consumers. Within the scope of the study it could only be determined whether this information was indeed found during the assessments. Since the actual procedures during the rental were not assessed by this study, it cannot with certainty be determined whether the absence of information constitutes a breach of the above-mentioned regulations. If information about a certain topic is not given, this could simply be because the company does not have that particular procedure or rule in place. That said, the fewer of these topics information is provided about, the higher the likelihood is of a misleading omission of a procedure that will, in fact, be in place.

Figure 4.16 Damage handling information



L1. Were you informed that you should inspect the car at pick-up and that a report listing the existing damage and scratches will be used as evidence? / L2. Were you informed how to call in damage or problems if something would happen to the car during the renting period? / L4. Which information is provided?
Base: L1/L2: all assessments (n = 254); L4: assessments where information on how to call in damages is given (n = 86)

In about one in three assessments (34%) information is found about how to report damages or problems if something would happen to the car during the renting period. In two in ten (20%) assessments consumers are informed about the fact that they were required to inspect the car for existing damages at pickup of the car.

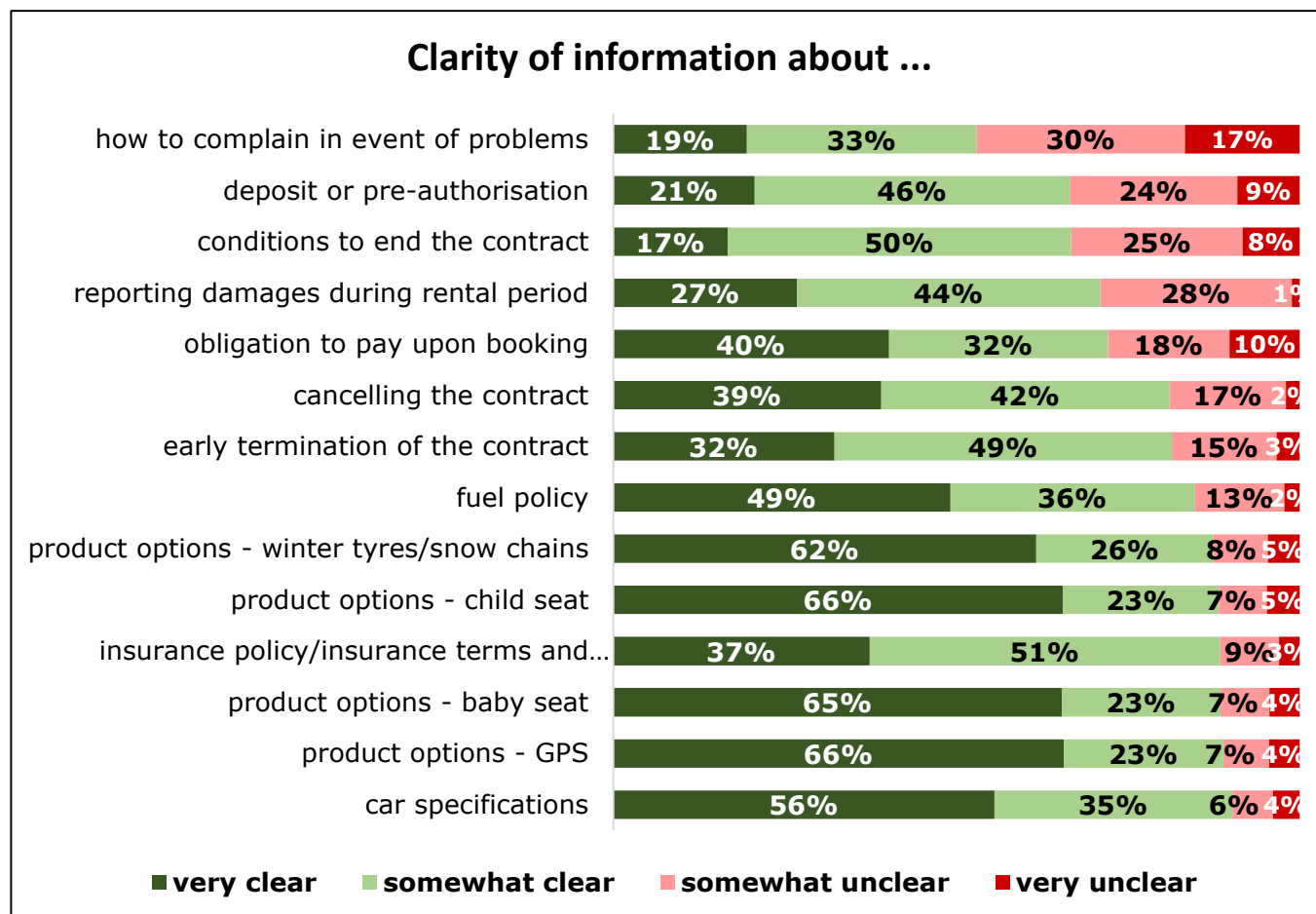
Furthermore, among the assessments where information is given on how to report damages, consumers are in addition to that most often informed about the fact that evidence will be presented by the car rental company in case of damage (40% of those assessments) and on how to contest liability if the car is stolen (37%). Least often provided is the information that there is a limited timeframe to contest the damage assessment (19%) and the fact that there are consequences related to not being presented at the post-rental inspection (20%).

4.2.3 Clarity of information

Clarity of information about the service

If information is provided, it is also fundamental that this information is *clear* to the consumer. Since unclear information creates a significant risk that the consumer will not be properly informed about the terms of the services they book, providing clear information is also necessary under art. 6,1 of the CRD. Clarity of information is, of course, always to some extent subjective. In that sense, categorisation of information as being “very” or “somewhat unclear” in our compliance check cannot with full certainty establish a compliance breach. It does however indicate a significant risk of such a breach, especially if information is found “very unclear” – which plausibly reflects very incomplete or non-transparent information.

Figure 4.17 Clarity of information



C12/F5_1/F5_2/F5_3/F5_4/I3/J2/J10/K2C/K6_1/K6_2/L3/N3/P5/K9. To what extent did you perceive this information as clear (comprehensible, non-ambiguous and intelligible)?

Base: assessments where information was found on these aspects (C12 = 254 / F5_1 = 224 / F5_2 = 151 / F5_3 = 229 / F5_4 = 225 / I3 = 222 / J2 = 233 / J10 = 228 / K2C = 36 / K6_1 = 200 / K6_2 = 59 / L3 = 86 / N3 = 254 / P5 = 209 / K9 = 221).

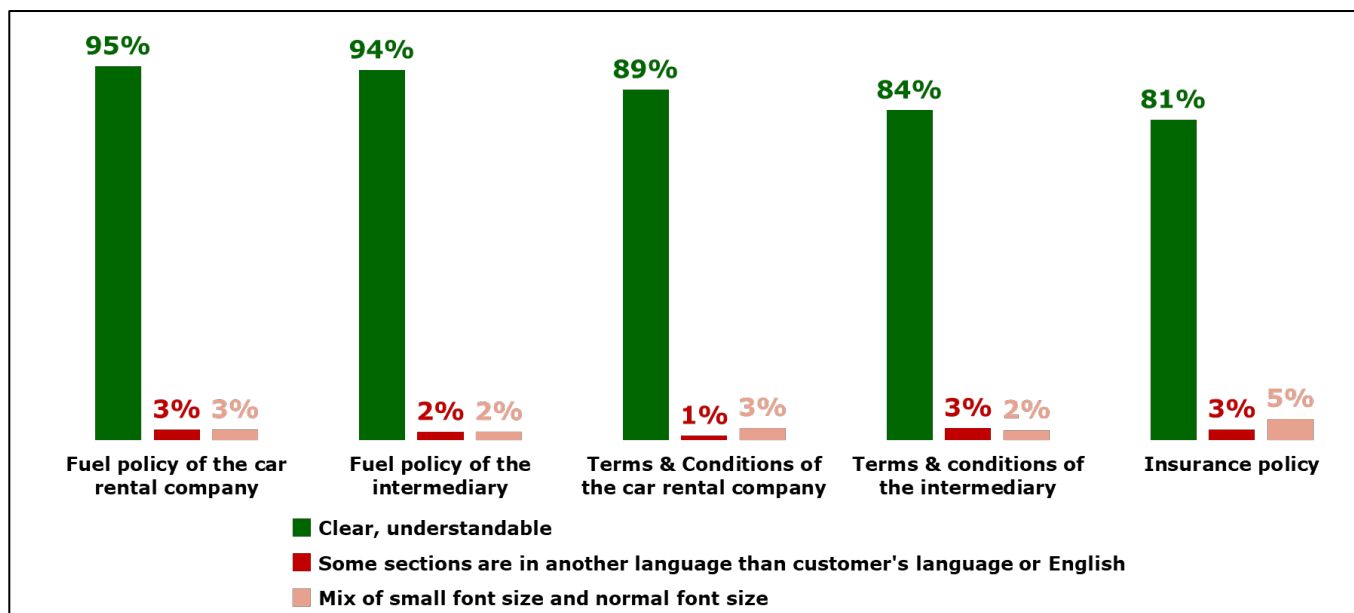
For the service elements assessed in the compliance check, information is only found somewhat or very unclear in a minority of the assessments where such information is available. This was most often the case for information on the deposit or pre-authorisation and on conditions to end the contract (for both in 33% of assessments where information is available on these topics). Information about the car specifications (10%), product options (between 11% for information on the GPS and 13% for information on winter tyres/snow chains) and the insurance policy (12%) are least often found somewhat or very unclear.

Clarity of the consulted documents

The documents consulted during the assessments are in the large majority found clear and understandable. This is most often the case for the fuel policy documents of the

car rental company (95% of the assessments where this document was consulted) and least often for the insurance policy documents (81%). Only very rarely is part of these documents written in another language than English or the consumer's language – never in more than three percent of the assessments for any of the document types.

Figure 4.18 Clarity of documents



M5. How would you describe the language of each of those documents?

Base: assessments where documents were consulted (Intermediary T&C = 202; Rental company T&C = 99; Intermediary fuel policy = 49; Rental car fuel policy = 39; Insurance policy = 112)

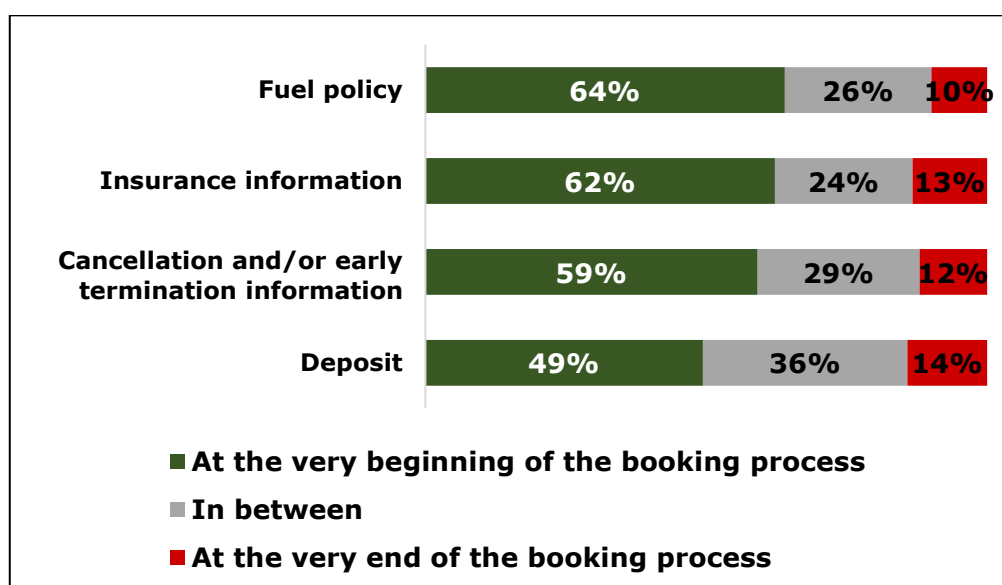
4.2.4 Timing of information

When is information provided

In addition to information about the booked services being present, complete and clear, it is finally also important that this information is given to the consumer in a timely manner. The general rule is that the sooner in the booking process the consumer receives information about the services, the better. This importance to provide information early in the booking process increases when it concerns essential elements of the services, particularly those that have an impact on the cost and/or those are most likely to play a substantial role in the consumer's decision to accept the offer. If the information is only provided late in the process, the consumer might already have made up his mind and accept elements of the booking that they wouldn't have accepted if they were informed about them immediately at the beginning of the process, when they didn't make their choice yet. The compliance check assessed this with regards to the timing of the information about **the fuel policy, insurance policy, booking cancellation and termination policy and the amount of the deposit.**⁸⁷

⁸⁷ In addition, it was also assessed when information about mandatory additional charges is given to the consumer. The results of that check are discussed in section 4.4.2 as part of the dedicated chapter on prices and charges.

Figure 4.19 Timing of information



I4/J3/K7/P9. At which point in time during the booking process is this mentioned?

Base: assessments where this information is found (Fuel policy = 222; Insurance policy = 233; Cancellation and/or early termination info = 208; deposit amount = 162)

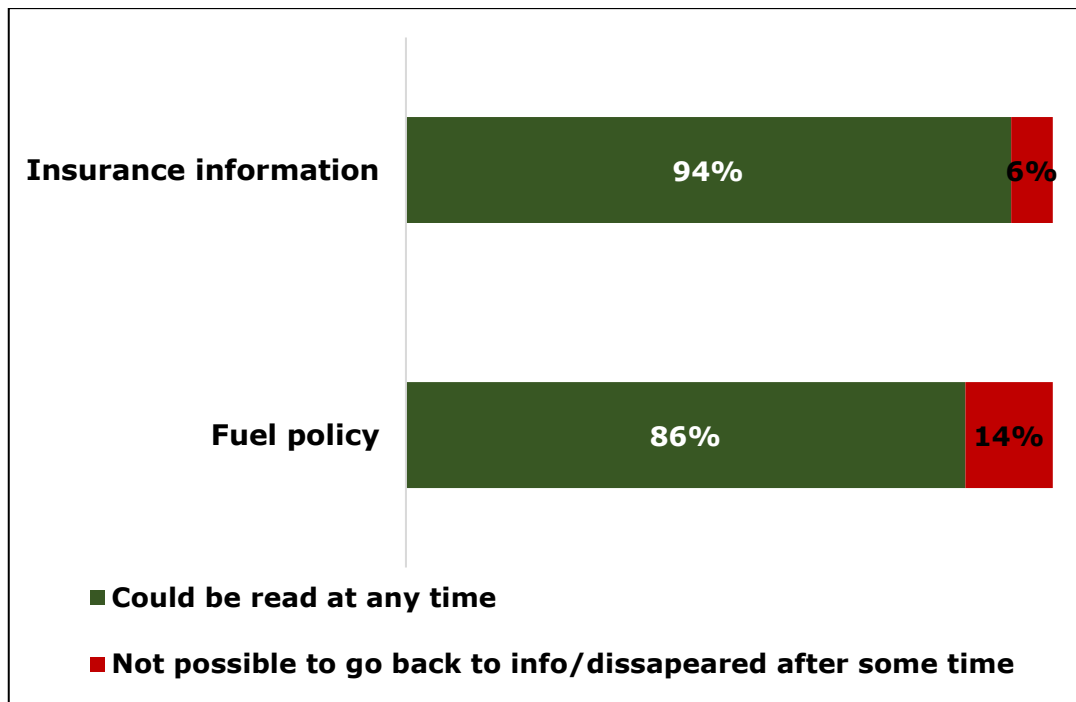
Overall, the information about these aspects of the service is available to the consumer already at the very beginning of the booking process in the majority of the assessments (i.e., immediately after an offer was selected from the search results to start the booking process).⁸⁸ This is most often the case for the fuel policy (64% of assessments where this information was available at all), and least often for the amount of the deposit (49%). In between 10% (for the fuel policy) and 14% (for the deposit amount) of the assessments is this information only provided at the very end of the booking process (i.e., right before payment had to be confirmed). For this latter category, the risk is highest that the consumer has already made up his mind and accepts the offer under conditions that he might not have accepted if he would have received the information earlier in the process.

Restriction of availability in time

For the information on fuel policy and the insurance policy, it was also assessed *how long* the information could be consulted. If information is only shown in a pop-up that cannot be opened again once closed, or on a page in the booking process one cannot return to, the risk is created that the consumer will not have had the opportunity to read all information (or taken that opportunity, under the assumption that they would be able to read it later still), or re-evaluate the information later in the process. Restricting access to the fuel and insurance policy information, both essential characteristics of the service, is barred by art. 6, 1 of the CRD, and should also be considered a misleading omission in case abuse is made of this lack of information for the consumer, thus violating art. 7 of the UCPD.

Figure 4.20 Restriction of information availability in time

⁸⁸ Note that this does not mean that the information was provided proactively on the main booking page. If it was only shown in a pop-up or in the terms and conditions, it was checked from which moment these pages or pop-ups could be accessed.



I5/J4 Did you feel you were given sufficient opportunity to read the information before signing the contract?
Base: Base: assessments where this information is found (Fuel policy = 222; Insurance policy = 233)

The practice of restricting access to information in time is relatively rare, both for the fuel policy and insurance policy. Only in 6% of assessments where information on fuel policy is found and 14% of assessments where insurance policy is found, is this information only available for a limited period of time.

Provision of booking and service information - Conclusions

The following obligatory information concerning essential aspects of the service was **most often found missing** in the assessments:

- Almost any **company info about the car rental company** with the exception of the name (e.g., address lacking in 69% of assessments, telephone number in 73%)
- **Detailed information about the intermediary** (specifically the trade register number and the VAT number, missing in 50% and 65% of assessments, respectively)
- Information about the timing of the contract signing/acceptance (lacking in 50% of assessments)
- The procedure to end the contract (not found in 86% of assessments) as well as consequences if that procedure is not followed (50% of assessments with information about ending the contract).

Other obligatory information was available in the majority of assessments:

- **Basic contact info about the intermediary** was available in the majority of assessments (name and contact details)
- For most of the **consulted documents** the intermediary or car rental company were clearly referenced. Still, in between 20% of assessments (for the intermediary T&C) and 38% of assessments (rental company fuel policy) no company could be identified on the documents.
- Information on **fuel policy**, insurance policy and insurance products was missing in only a small portion of the assessments (13%, 10% and 8%, respectively).
- Information on **damage coverage** of the standard insurance was also found in almost all assessments, and missing in only 7%
- Mention of **a deposit** and **exact amount of a deposit** was found in 50% of assessments. In 19% of assessments there was no information at all found about a deposit, and in 18% of assessments a deposit was mentioned but no information was found on the exact amount.
- Also in a minority of assessments was no information found on **payment requirements for the deposit** (11%) or on the **purpose of the deposit** (28%).

With regards to information that is not strictly obligatory but absence of which could potentially give rise to detriment or other issues:

- **Car specifications were almost always given**, with the exception of fuel type, which was not found in 69% of assessments
- In 40% of assessments was **no info given on the risks if an optional insurance is not taken**
- Information about **how to call in damages** was only found in 34% of the assessments

Overall the information given was found somewhat or very clear in the majority of the assessments for the aspects that were investigated. The provided information was most often found unclear when it comes to how to complain in event of problem (47%), the deposit (33%) and the conditions to end the contract (33%)

The documents that were consulted were also in large majority found clear and understandable. This was least often the case for insurance policy documents, which were found clear and understandable in 81% of assessments.

With regards to timing of information, in most of the assessments, information about the fuel policy, insurance and cancellation/early termination policy was given at the very beginning of the booking process. Deposit or pre-authorisation info was only given at the very beginning in 49% of assessments, and at the very end of the process in 14% of assessments.

4.3 Prices and charges

This chapter discusses the results of the compliance assessment with regards to **pricing** in the broader sense. It includes the following subsections:

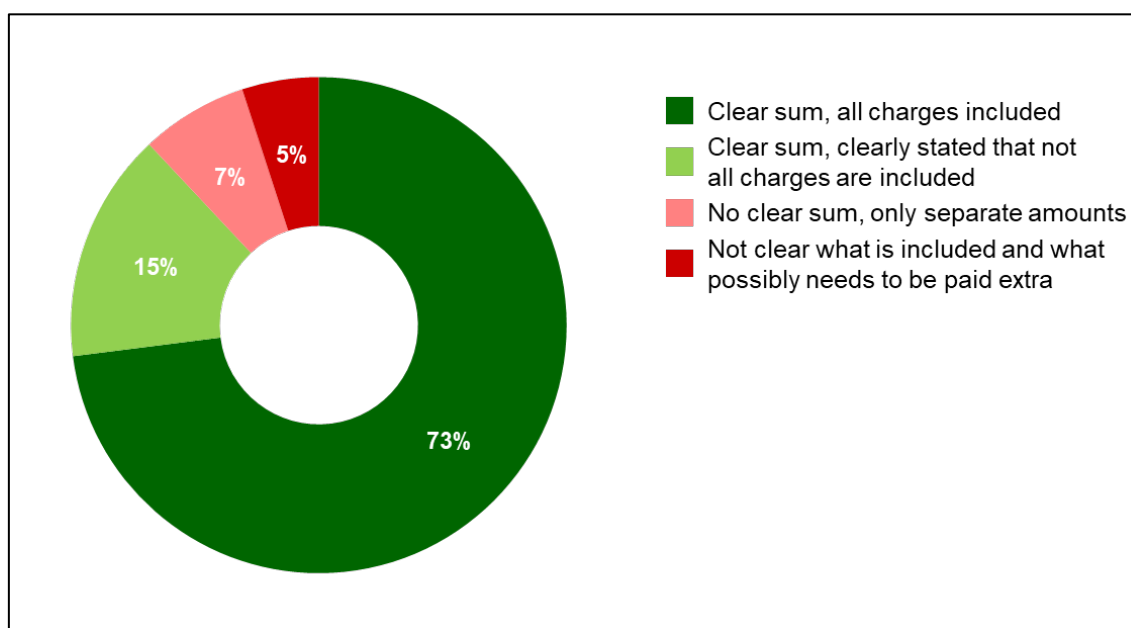
- **The final booking price.** This is the total price of the booking that is provided to the consumer at the end of the booking process. It is discussed how it is presented to the consumer, and to what extent it is clear what is included in the price that is shown. It is also analysed whether and how different unavoidable mandatory charges are included in the final booking price.
- **Mandatory charges and fees.** This covers unavoidable mandatory charges and fees such as an additional driver fee, young driver fee, and also refuelling charges, cancellation/termination charges and the size of the deposit. These charges are considered mandatory because they are unavoidable (depending on circumstances that are unavoidable, such as the age of the driver, or based on unavoidable necessities (e.g. the necessity to cross an international border, to pick up the car in a certain place etc)). Analysis includes whether any information is given about these charges, whether this information is clear, whether the exact size of the charges is provided, and how are charges shown (if at all) in the final booking price.
- **Product option prices.** How product options can be booked and paid for, and how the consumer is informed about their price. Product options are often avoidable but can be quasi unavoidable in practice (e.g. snow tyres in winter (in certain countries required by law), airco in mediterranean countries in summer etc.).

4.3.1 Final booking price

4.3.1.1 Presentation of final booking price

When it comes to the total booking price, the most important requirement is that at the end of the booking process the consumer is fully informed about what he will need to pay, and what is included in the price. The best practice is that this final booking price includes all fees that come on top of the base price (the headline price of the car that is chosen amongst the cars presented in the ranking list), that the consumer knows which fees are included in the price, and that the final price is presented as a single figure.

Figure 4.21 Presentation of final booking price



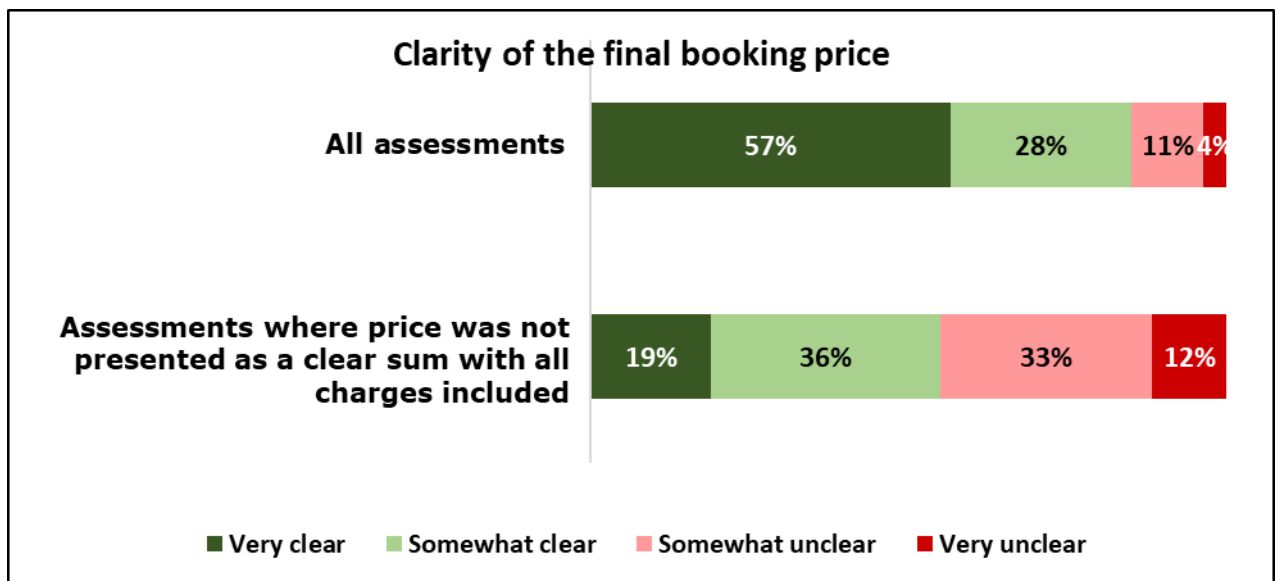
Q2. How was the total price of your booking displayed?
Base: all assessments (n = 254)

In the majority of the assessments, 73%, best practice is followed, presenting the final booking price clearly and fully, with all charges included. In 15% the final price was presented as a clear sum while stating explicitly that the presented price does not include all applicable extra fees and charges. The latter is acceptable to the extent that the consumer is in some way informed about what extra charges will be added later (e.g., at pickup or upon return of the car) and what their size will be. Failing to do so creates a risk of unexpected extra costs and should thus also be avoided. As will be discussed in detail below (see section 4.4.1.2), the exact size of applicable charges is indeed not always provided to the consumer, indicating that the risk of unexpected extra costs is real if the consumer is not shown the full price upon booking, even if they are made aware that extra costs might be added later.

In 7% of assessments the website failed to provide to the consumer the full final booking price, instead showing separate costs that have to be summed by the consumer themselves in order to know the full price. This is in violation of art. 6.1 of the eCRD, since the intermediary is required to present the consumer with a single comprehensive cost. Finally, **in 5% of assessments it was not clear what is included in the price shown and whether any fees or charges might need to be paid in a later stage.** This too is in violation of art 6.1 of the eCRD.

The final booking price was also found very or at least somewhat clear in 85% of the assessments, and very or somewhat unclear in only 15% of websites. As can be expected however, **the percentage of assessments where the final booking price was found somewhat or very unclear increases to 45% when only looking at the assessments where the price is not presented as a single clear sum with all charges included.** This shows that not showing the price in this way can easily lead to confusion for the consumer.

Figure 4.22 Clarity of the final booking price



Q3. To what extent did you perceive total price displayed as clear?

Base: all assessments (n = 254) / assessments where price was not presented as clear sum (n = 69)

4.3.1.2 Showing mandatory charges in the final booking price

The above results refer to a 'base' scenario. This means that it is based on a standard booking without actions taken by the consumer that would typically lead to additional charges, such as adding an additional driver or indicating that they are a "young driver". With regards to such parameters that typically come with a fee, the assessment tested to what extent changes to such parameters affected the price and whether this gave rise to unclarity and potential confusion. This was specifically checked for the following parameters and their effect on the final booking price:

- Adding an additional driver
- Changing the age of the driver to a young driver (aged 21).
- Change the insurance to an extended package instead of the standard insurance
- Changing the pickup location from the airport to a non-airport location⁸⁹

Based on the assessment we can identify two main ways in which the presentation (or lack thereof) of charges related to these parameters can be confusing to the consumer:

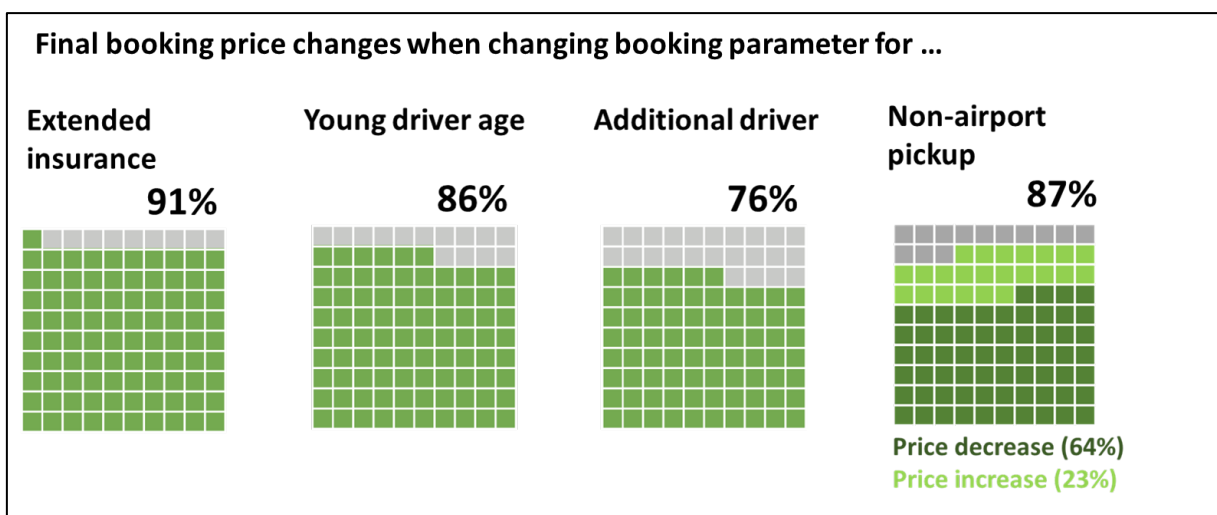
- When changing a parameter the price increases, but it is not clearly indicated in the price table that this is due to a charge related to this parameter, or exactly what the size of this charge is.
- When changing a parameter the price does not change – leaving the possibility of confusing the consumer as to whether a charge is to be paid at a later point, or whether it is already included in the price shown.

⁸⁹ In all assessments the default location when searching for offers was an airport.

Increase of the final booking price because of charges

For each of the parameters listed above, it can be reasonably expected that they impact the final booking price. This is indeed the case in the majority of assessments. Changing the insurance from standard to extended resulted in an increase in the final price shown in almost all assessments (91%). Likewise, the final price increased in the majority of assessments when the driver's age is changed to 21 (86%) and when an additional driver is added (76%). When changing the pickup location of the car, the price changes in 71% of websites: in 64% of websites where this parameter could be changed with the same car the final booking price decreases (implying that a fee related to having an airport pickup location is included in the original booking price), and in 23% of assessments the price increased (indicating that pricing can be location-dependent in a more general sense than only the application of an airport pickup surcharge). In other words, the results show that **generally in the majority of assessments, when changing any of the parameters, the consumer was duly informed about the resulting impact on the price.**

Figure 4.23 Impact of parameter changes on final booking price



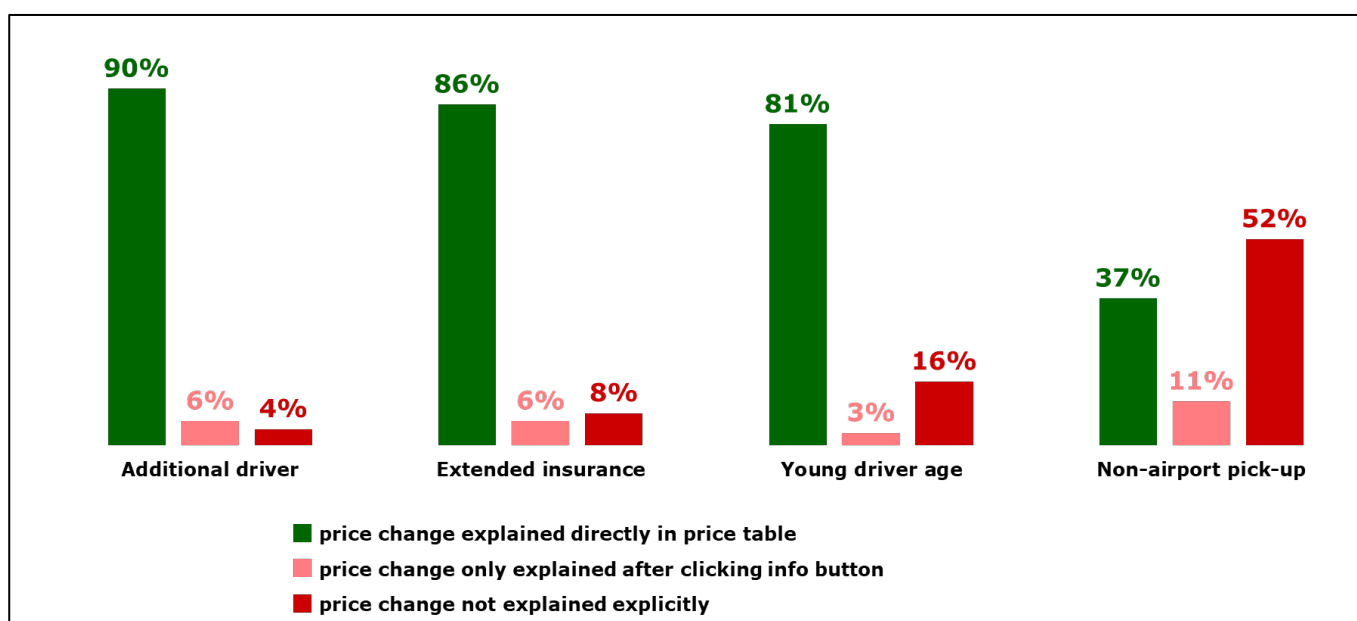
O1 (total booking price) / R3 (price after adding additional driver / R10 (price after adding extended insurance) / R17 (price after changing the pick-up location) / R24 (price after changing the driver age.
Base: assessments where the parameter could be changed (additional driver = 126; extended insurance = 169; non-airport pickup = 137; young driver age = 128)

The above results however only take into account a change in the final booking price regardless of how the added charge is shown and explained to the consumer, if at all. However, in addition to making sure that the consumer is provided with the full price they will need to pay (including any charges), it is also important that any charges on top of the base price are indicated explicitly, so that the consumer is aware of the origin of any price increases, and how large the charge is as part of the total booking price. To be fully in line with art 6.1e of the CRD, this is ideally made clear to the consumer by showing the fee and its amount explicitly and directly as part of the final price table on the booking page. Requiring the consumer to click an info button first to show that this charge is part of the price composition (and how large it is) can be acceptable depending on how clear the button is and how the charge is shown, but generally speaking it increases the risk of leaving the consumer not fully informed, and is thus best avoided.

In general, in the majority of assessments where the price increased because of changes to the booking parameters, this charge was shown explicitly and directly as part of the final booking price. This is most often the case for an additional driver fee (shown in 90% of assessments where the price increased for this parameter), followed by charges for extended insurance (86%) and a young driver fee (81%). An exception to this is the airport pickup fee, which only in about one in three assessments (37%) where such a fee increased the final booking price is mentioned explicitly as part of the price composition.⁹⁰

In some assessments the final booking price increased when a parameter was changed but there was no explicit mention accompanying the booking price that a related charge was included in the price. In other words, the price increased but the consumer was not explicitly told why and by how much. This is generally rare when it comes to price increases due to adding an additional driver (4% of assessments) and adding an extended insurance option (8%). It is more common when it comes to young driver fees (16%) and especially when it comes to an airport pickup fee (52%) – though note that this latter figure is based on only a small sample of assessments (n = 27).

Figure 4.24 Indication of mandatory charge in final booking price presentation



O6/R4/R11/R22. Was an extra fee (surcharge) related to the additional driver / extended insurance option / young driver age / airport pick-up mentioned as a separate item in the price composition?

Base: assessments where parameter change led to a price change (additional driver = 96; extended insurance = 153; non-airport pickup = 97; young driver age = 73)

No increase of the final booking price because of charges

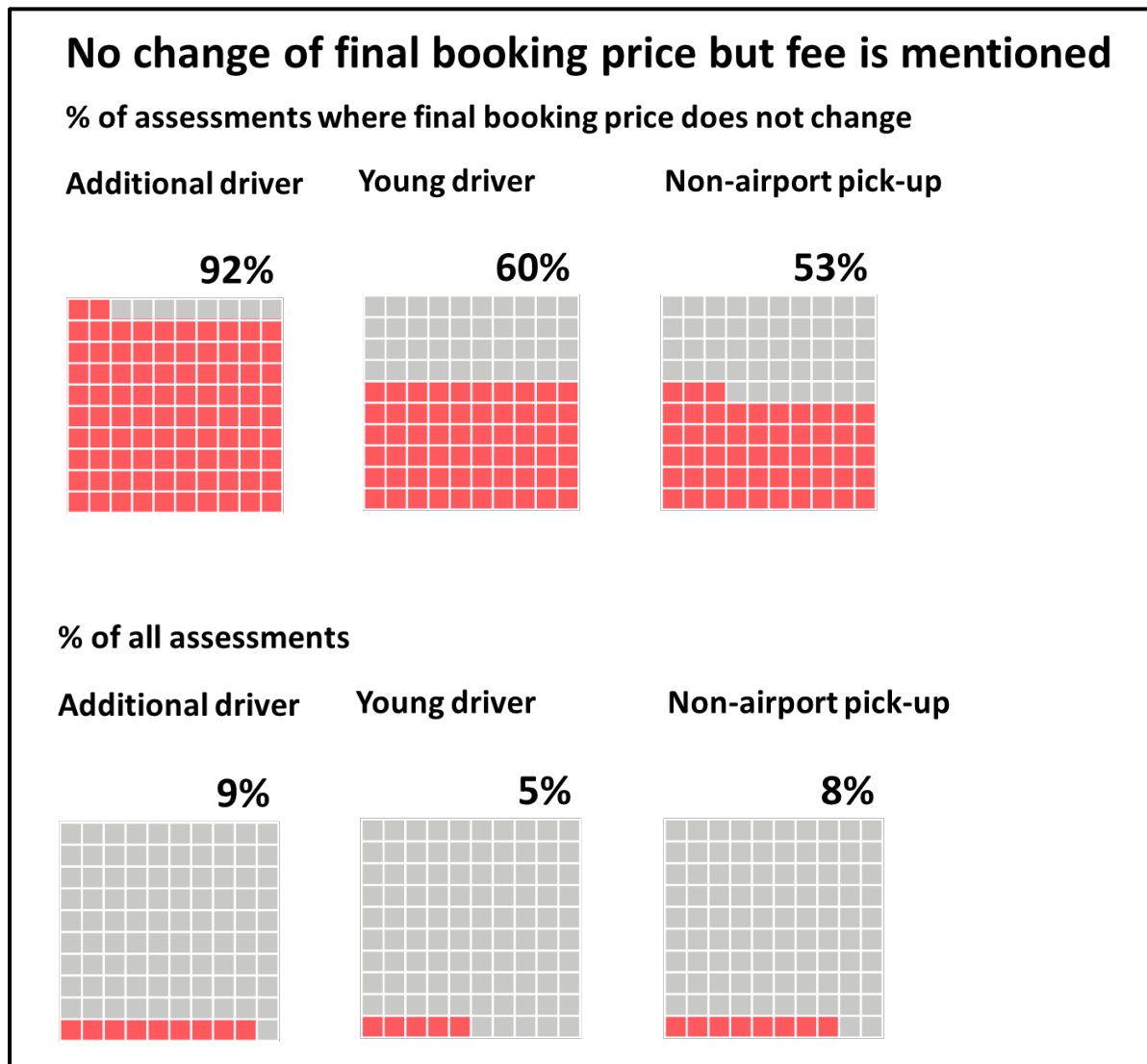
⁹⁰ It should be noted that because the default location of all assessments when searching for offers was an airport location, this indicator was calculated by looking at whether an airport pickup fee is mentioned in the final booking price overview, and comparing this to where changing the location to a non-airport location *decreases* the final booking price. This decrease is taken as an indication that an airport pickup fee is indeed added to the booking price.

A second potential source of confusion – and thus detriment due to unforeseen costs – is when changing a parameter in the booking is not reflected in a change in the total booking price shown to the consumer. This will not necessarily result in consumer detriment, as it is entirely possible that a certain parameter (such as having a young driver) does not come with an extra cost. It can create confusion however when the booking website makes mention of a charge, but choosing the option that should result in this charge does not affect the final booking price shown to the consumer. For example, a consumer can indicate that their age is 21, and it can be mentioned somewhere on the website that because of their age they will be subjected to an additional young driver charge, but this might not be reflected in an increase of the final booking price. This creates a risk of leaving a consumer in doubt about whether the fee is included or not, and whether they might have to pay it later.

The data show that generally among websites where a change in parameter does not result in a change in price, these websites do mention that some fee might be applicable.⁹¹ This occurs most often in the case of an additional driver fee: 92% of assessments where adding an additional driver to the booking parameters did not result in a higher price, a related charge was mentioned somewhere on the website. It occurred less often, but still regularly, in the case of a young driver fee (60%) and an airport pickup fee (53%). In interpreting these figures, it is important to keep in mind, as described above, that in the majority of assessments the applicable charge was found to be included in the final booking price, and that among the full sample of assessments this specific situation (a fee is mentioned but not added to the final booking price) occurs

⁹¹ This was not checked during the assessment for the extended insurance.

Figure 4.25 Mandatory charge not included in final booking price



G1. Are possible applicable fees mentioned in small print (either in the terms & conditions or in a pop up or other documents) or are these charges found in normal font size on the main booking page?

Base: assessments where final booking price remains the same (additional driver = 26; young driver fee = 20; non-airport pick-up = 40) + all assessments (n = 254)

4.3.2 Mandatory charges and fees

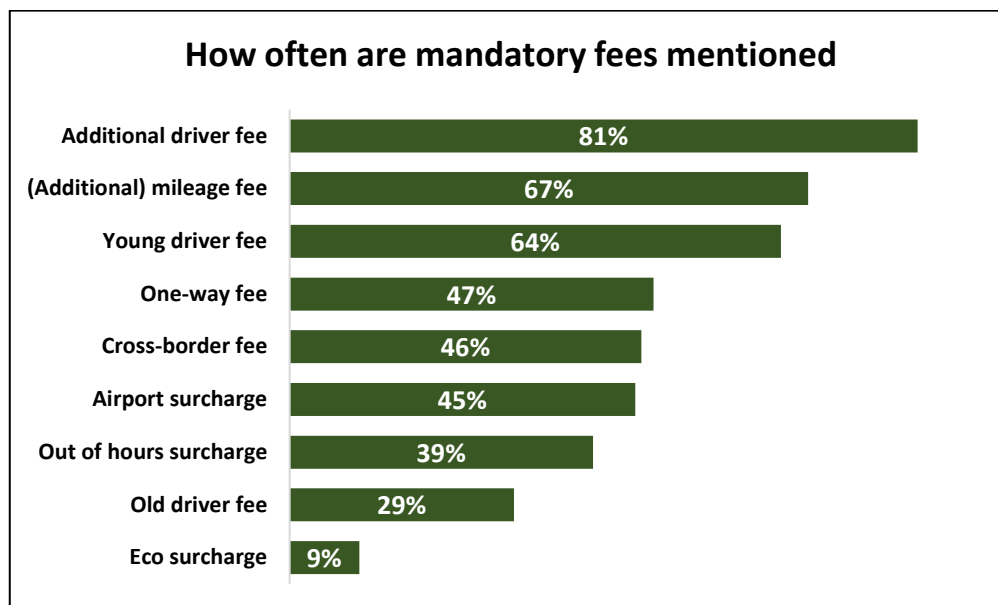
The previous section looked at the final booking price and at whether and how mandatory charges are shown in the final booking price overview. This was done by means of a study of a select set of booking parameters that are typically linked to added charges. This section takes a closer look at a broader range of possible charges that can be part of a car rental booking. Specifically, it was assessed how and when consumers are informed about the existence of such charges, whether this information also includes the exact size of the charge and whether this information was found clear.

How often charges are mentioned

The chart below lists the charges that were included in the assessment, and how often they are mentioned. The charges most often mentioned are an additional driver fee (in

81% of the assessments), a mileage fee (67%) and a young driver fee (64%). An eco surcharge is only very rarely mentioned (9%).

Figure 4.26 Mentioning of mandatory charge on website



G1. Are possible applicable fees mentioned in small print (either in the terms & conditions or in a pop up or other documents) or are these charges found in normal font size on the main booking page?

Base: all assessments (n = 254)

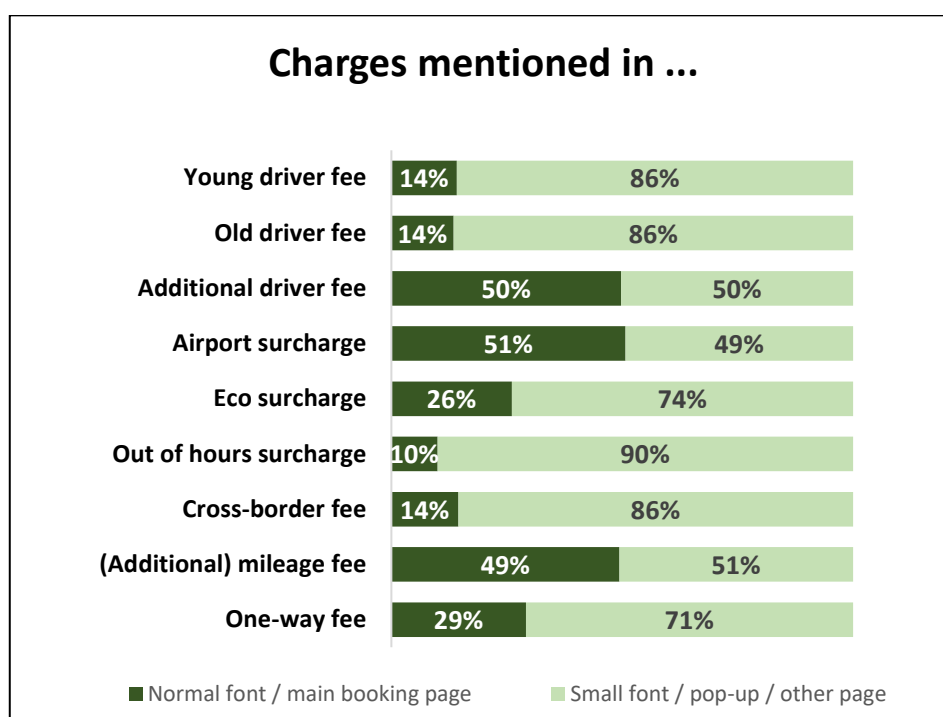
The fact that no mention is made about a certain charge does not necessarily mean that the consumer is left uninformed about something they will need to pay – it might simply be that the intermediary or car rental company do not impose such a charge. Two things are important. First, the (lack of) information given should be consistent with the final booking price (i.e., if no fee is mentioned during the booking process, there should be no such fee included in the final price). This was discussed in section 4.4.1.2 above with regards to additional driver fees, young driver fees and airport pickup fees.

Second, if such a charge is mentioned, the information given should be clear, transparent and complete. This means that the consumer should be informed about the exact size of the charge, this information should be provided to the consumer proactively (ideally on the main booking page) and in a clear way (easy for the consumer to understand).

How charges are mentioned

If a website applies a charge, it is best practice (under art. 6,1 a and e of the CRD) that this is mentioned clearly on the main booking page, in normal font (i.e., in the same way as other booking information). Mentioning the charge only in small font, or on another page or pop-up page, could create a risk that the consumer does not see this information and will thus remain unaware of its possible application.

Figure 4.27 Where mandatory charges are mentioned



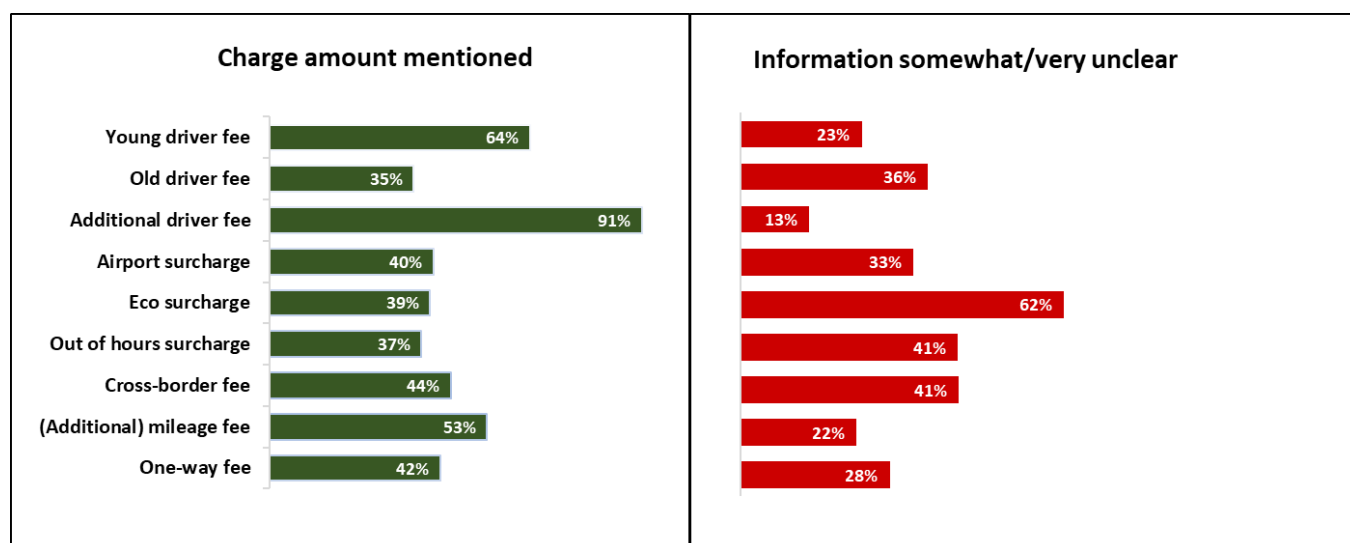
G1. Are possible applicable fees mentioned in small print (either in the terms & conditions or in a pop up or other documents) or are these charges found in normal font size on the main booking page?
 Base: all assessments (n = 254)

In general, mandatory charges are often only mentioned in small font on the main booking page or on another page or pop-up. The charges most often mentioned on the main booking page in normal font are airport pickup charges (in 51% of assessments where such a charge was mentioned at all), additional driver fees (50%) and (additional) mileage fees (49%). For other charges, a clear mention on the main booking page is notably rare, ranging from 29% for one-way fees to 10% for out of hours surcharges. It is moreover notable that a young driver fee, which was mentioned in a majority of assessments (64%, see above), in most cases is mentioned only shown to the consumer in small font or on a separate page or pop-up (86%). These results show that for most of these charges, consumers are not proactively informed about their existence in the clearest way possible, leaving a risk that they will not be aware about them.

Completeness and clarity of charge information

Being forthcoming about the existence of mandatory charges which may be applicable is not sufficient. If a charge could be applied, websites are obliged (under art. 6, 1 e of the CRD) to inform the customer about the exact size of the fee, so that the customer knows which costs they might have to pay in addition to the base booking price (i.e., the booking price without any mandatory additional charges). Generally, only a minority of the websites that mention that the charge can be applied provide this information. Furthermore, under art. 6,1 e of the CRD (as well as art. 5 of Unfair Terms directive 93/13 and art. 7(1),(2) of the UCPD), the information provided to the consumer about possibly applicable mandatory charges must be clear and comprehensible, since these charges are not a free choice by the consumer and can thus not be avoided.

Figure 4.28 Completeness and clarity of mandatory charge information



G3. Does the information about possible applicable fees include the monetary amount that will be charged (in the case that the fees are applicable)? / G5. To what extent did you perceive this information about the applicable fees to be presented as clear (comprehensible, non-ambiguous and intelligible)?

Base: assessments where fee information is given (G3) / assessments where exact fee is given (G5). Young driver fee = 162 (G3) / 104 (G5); old driver fee = 74 (G3) / 42 (G5); additional driver fee = 207 (G3) / 145 (G5); airport surcharge = 140 (G3) / 94 (G5); eco surcharge = 23 (G3) / 13 (G5); out of hours surcharge = 100 (G3) / 63 (G5); cross-border fee = 138 (G3) / 94 (G5); additional mileage fee = 83 (G3) / 59 (G5); one-way fee = 120 (G3) / 81 (G5)

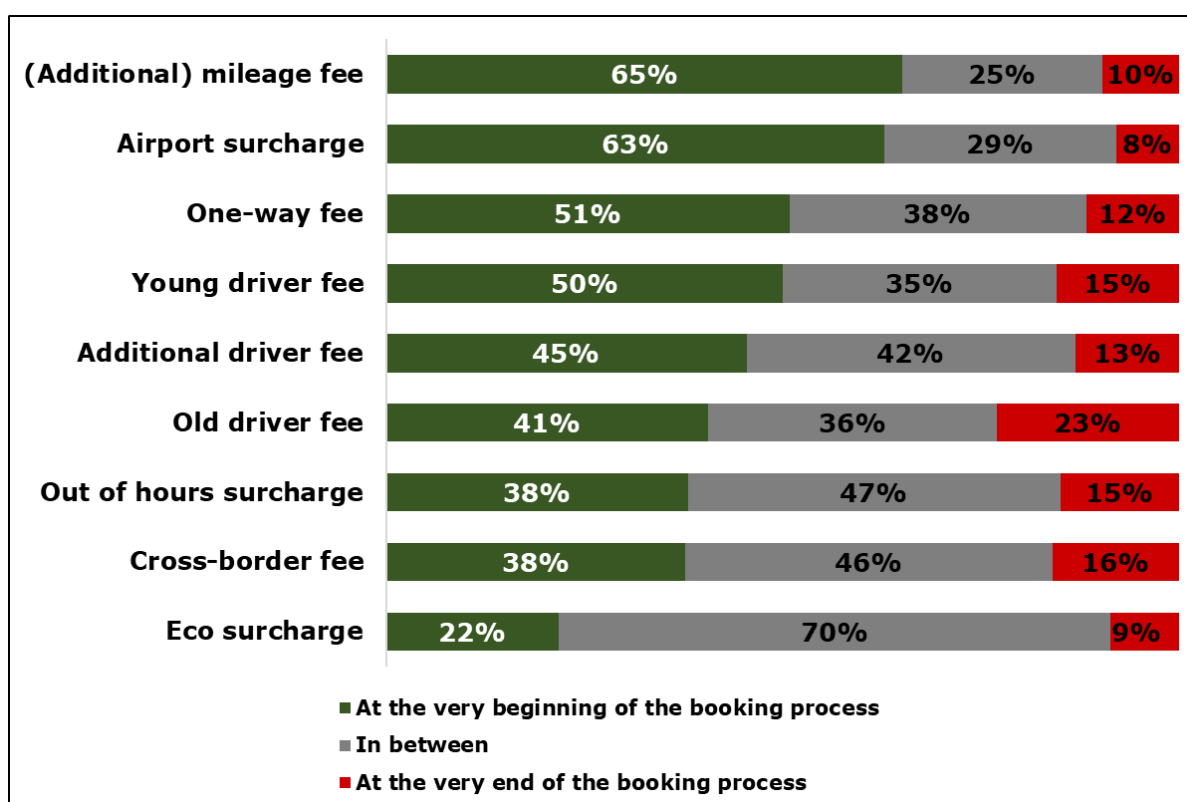
Only for additional driver fees (91% of websites that mention this charge), young driver fees (64%) and mileage fees (53%) do more than half of these websites mention the exact charge. For the other charges, this is on average the case for only about four in ten of websites.

Providing the exact fee of the charge correlates to some extent with how clear the provided information about these charges is found. Only in 13% of the assessments where an additional driver was mentioned was this information found somewhat or very unclear – in line with the fact that in 91% of assessments the exact size of this charge as mentioned. The proportion of assessments where information was found somewhat or very unclear is also relatively low when it comes to mileages fees (22%) and young driver fees (23%), two charges for which, as said, the exact amount of the charge is also relatively often mentioned. Information about eco surcharges was most often found unclear – in 62% of assessments where the charge amount could be found. Note however that since this eco surcharges are only found to be mentioned in 9% of the assessments, this result is based only on a very small subsample (n = 13).

When charges are mentioned

A final requirement for possible additional charges is that the consumer is notified of their possible application as soon as possible in the booking process. These charges could add to the final cost of the booking price and result in a drip pricing technique, where an initially acceptable price would gradually become too expensive. If the consumer is only made aware of them late in the process, they might have already made up their mind and continue with the booking – which they might not have done if notified earlier of the charge(s). Providing information only late in the booking process can, for that reason, constitute infringement of the UCPD (art. 6 and 7), although the exact impact would need to be assessed on a case-by-case basis given that not all charges will necessarily apply to a given booking (e.g., cross-border charge).

Figure 4.29 Timing of mandatory charge information



G2. At which point in time during the booking process is this fee mentioned?

Base: assessments where fee information is given. Young driver fee = 162; old driver fee = 74; additional driver fee = 207; airport surcharge = 140; eco surcharge = 23; out of hours surcharge = 100; cross-border fee = 138; additional mileage fee = 83; one-way fee = 120

How soon in the booking process information was provided in the assessments about a potentially applicable mandatory charge varies between charges, although **in general it occurred only rarely that this information was not given before the very end of the booking process**. The latter occurred most often for old driver fees (23% of assessments where such a fee was mentioned), and least often for an airport surcharge (8%). That said, for the mileage fee (65%) airport surcharge (63%) and one-way fee (51%) was information provided immediately at the start of the booking process in more than half of assessments.⁹² Quite regularly this information is only found midway through the booking process. For assessments where that was the case it is difficult to establish to what extent drip pricing is at work and whether there is a risk of detriment for the consumer. It does remain the case that if the information is only given at any point past the very beginning, there is always some risk that the consumer is never given the full opportunity to compare offers accurately on a “like-for-like” basis, which can only be done if all cost-related information is available from the start of the booking process.

4.3.3 Other contractual costs

In addition to the mandatory charges discussed in the previous section, there are some other areas of a booking contract where the consumer can be confronted with additional costs. If websites apply such costs, it is obligatory for websites to inform the consumer about them, including the size of the costs. We discuss below three such

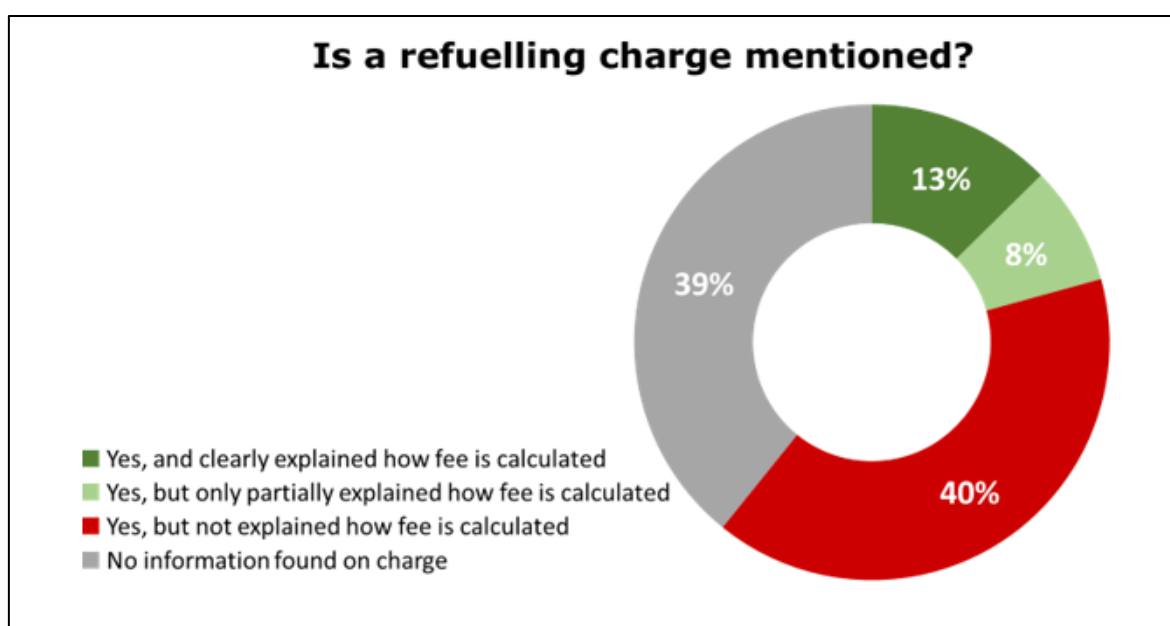
⁹² If a fee was only mentioned not proactively on the main booking page but only in the terms and conditions, other documents or a pop-up, the timing of providing this info was measured as when these could be accessed.

possible costs: costs related to refuelling, costs related to cancellation and cost related to early termination of the contract.⁹³

Refuelling charges

As discussed in section 4.2, information about the fuel policy of the rental company is mandatory, since it is an aspect of the contract that impacts the costs the consumer will (eventually) have to pay for their rental. **In the large majority of assessments (87%) information was provided about the fuel policy to the consumer.** However, the provided fuel policy information is often not entirely comprehensive when it comes to the related costs that potentially have to be paid, specifically when it comes to refuelling charges (i.e., an administrative charge that needs to be paid if the rental company needs to refuel the car themselves after the rental).

Figure 4.30 Refuelling charge information



17. Does the fuel policy mention any charges for re-fuelling (including for example if you do not adhere to the return full policy)?

Base: assessments where fuel policy information was found (n = 222)

A **refuelling charge** is **not mentioned as part of the fuel policy in 39% of assessments where fuel policy information was found.** Under the plausible assumption that the vast majority of rental car companies work with a full-to-full policy, where the consumer is required to return the car with a full fuel tank, this could be an indication of a risk that the rental company will apply a refuelling charge if the car is not returned with a full tank without the consumer being properly informed about it beforehand.⁹⁴ This can then be considered an arbitrary, unilateral sanction

⁹³ The compliance assessment also included potential administrative fees for handling fines. Those are only mentioned in 9% (n = 24) of the assessments. In the majority of these assessments (71%) the exact amount of this fee was not mentioned, but the small sample size makes it difficult to draw clear conclusions from this.

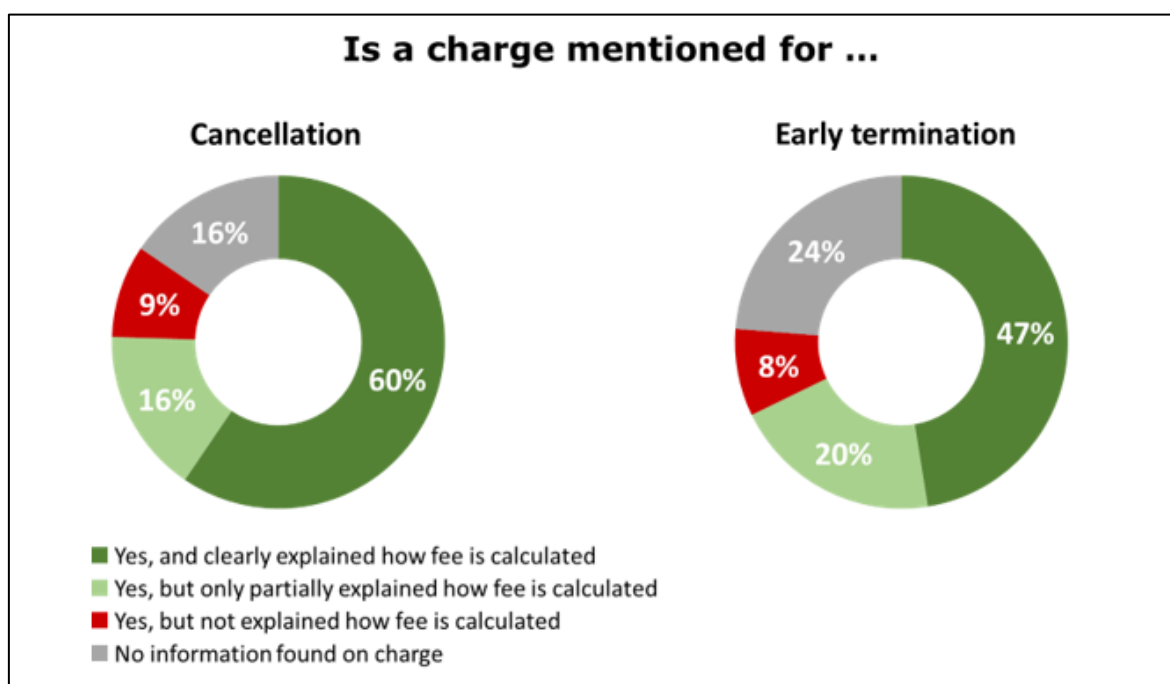
⁹⁴ The exact fuel policy was not recorded during the assessment for all websites. The assessors were asked to choose a rental offer with a "full to full" fuel policy, although in the large majority of websites (92%) the fuel policy could not be chosen freely and is unilaterally imposed by the company. Of those websites where a choice was possible however, 95% offers full-to-full policy as an option, suggesting that this is the standard policy among car rental companies in general.

(under the Unfair Terms directive 93/13, Annex of blacklisted clauses, j and k). In a further 40% of assessments where a fuel policy was found it was stated that a refuelling charge needs to be paid, but not how this charge would be calculated, and in 8% this was explained only partially. This means that **only in 13% of assessments where fuel policy is given it is also clearly explained how refuelling charges are calculated.**

Cancellation and early termination fees

A final aspect of the contract that has a potential cost impact on the consumer which was assessed in the mystery shopping exercise are fees related to the cancellation or early termination of the contract.

Figure 4.31 Cancellation/early termination fee information



K5. Does the information on cancellation and/or early termination mention any charges?

Base: assessments where information on cancellation (n = 200) or early termination (n= 59) are given.

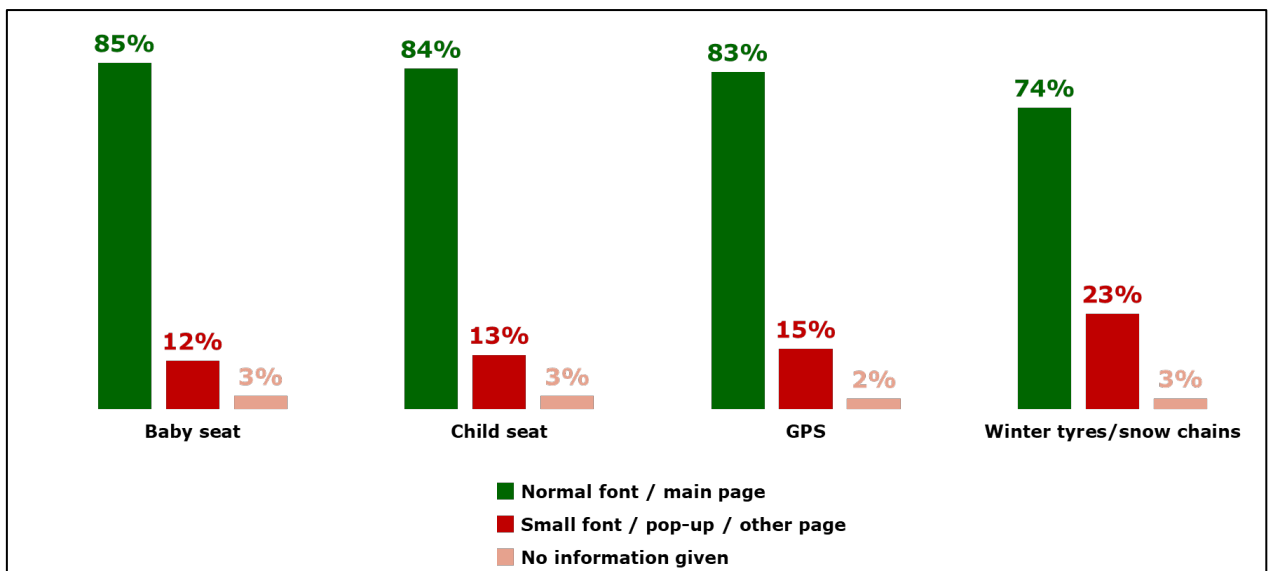
Of the assessments where the possibility of a contract cancellation was offered⁹⁵, in 60% of cases it was noted that a charge will be applied when doing this, and the calculation of the fee was clearly explained. The same was the case in 47% of assessments that mention the possibility of an early termination of the contract. However, for both types of fees, it is not always (fully) explained how they are calculated. **In 9% of assessments where a cancellation fee was mentioned, and 8% of assessments where an early termination fee was mentioned, no information at all was found about how the fee is calculated.** In addition to that, in 16% of assessments where a cancellation option was given a charge is mentioned but it is only partially explained fully how these charges are calculated. This goes for 28% of assessments where a termination fee that is said to be applicable. Failing to provide this information is a violation of the Unfair Terms directive, annex, point j, since it leaves room for the companies to set such contractual sanctions unilaterally and arbitrarily.

⁹⁵ It is important to note that the legal right to withdraw from the contract, which is a basic principle of consumer protection in online distance contracts set forth in the CRD, is not applicable to online contracts for car rental (art. 16,L CRD).

4.3.4 Product options

The costs that come with products that can be added optionally to a car rental booking – such as a GPS, a child seat or winter tyres – do not constitute mandatory charges that cannot be avoided by the consumer. This means that they do not fall under art. 6,1 e of the CRD in a strict interpretation.⁹⁶ Under certain circumstances risks can still arise for detriment or unexpected extra costs pertaining to such optional products. This will be specifically the case when an optional product can only be booked upon pickup of the car, and when at the time of the online booking no or no clear information is available about the price of the product. In that situation, the consumer can be confronted with (much) higher costs than expected, which can be particularly impactful if the optional product is necessary for the consumer (e.g., child seats for a family with children). With that in mind, failing to provide clear information about the prices for optional products if they can only be purchased at the desk may result in violation of art. 8 and 9 of the UCPD if abuse is made of the vulnerable situation of the consumer when he needs to order the optional features due to the circumstances (so-called aggressive practices through exploitation of the situation).

Figure 4.32 Product option cost information



F3. Are the charges for these options mentioned in small print or in normal font size on the main booking page?

Base: assessments where info on these product options is found (baby seat = 225; child seat = 229; GPS = 224; winter tyres/snow chains = 151)

Among assessments where it was not possible to book a product online, or where the product could be booked online but only paid for at the desk, the price for the option was in the large majority of websites provided in normal font size on the main booking page, which is the best practice in this situation. This was the case for 85% of assessments for a baby seat, 84% for a child seat, 83% for a GPS and 74% for winter tyres or snow chains. In a minority of assessments websites provided the product price only in small print or on another page of the website. This leaves a risk that the customer will not have seen or found this information. This occurred most often for

⁹⁶ There are exceptions to this, when optional products which are usually not mandatory become de facto mandatory due to circumstances. For instance, winter tyres or snow chains will be legally required in some countries/regions during certain times of the year. In that case the provision of complete and clear information about the product does fall under art. 6,1 e of the CRD. Such exceptions however were not taken into account during this compliance assessment.

winter tyres or snow chains (23%). Only very rarely (never more than 3% of websites for the assessed products) was any information about the charges missing, which as said may result in a later stage, at the counter, in a violation of art. 8 and 9 of the UCPD if the weak position of the consumer would be exploited.

Prices and charges – conclusions

When it comes to the **final booking price**:

- **For the large majority of assessments the final booking price shown was found clear and includes all applicable charges.** It is relatively rare that the final price is not shown as a single sum, or that the consumer is not able to tell with certainty what the final sum is and what is (not) included in that price.
- When a certain booking parameter comes with a price, **for the majority of assessments this charge is added to the total booking price and explicitly labelled as such** so that the consumer knows what they will have to pay in total, and what charge is added.
- **In a small minority of assessments the price increased but no mention was made as part of the final price table about the charge,** creating a risk for confusion as to whether a charge is included or not, and what exactly causes the price increase.
- **In a minority of cases the tested parameter changes did not result in a change in the final booking price.** Among such assessments however, in the majority of cases an applicable fee was mentioned somewhere on the website. This also creates a risk of creating confusion about whether the charge is included in the price shown, or will still have to be paid later. However, among the full sample of assessments, this situation is rather rare.

With regards to information given about **mandatory charges**:

- If a charge was found to be mentioned, this was **most often done in small font or on a separate page or pop-up**, instead of in normal font on the main booking page, with the exception of airport pickup surcharges (51% on the main booking page), additional driver fees (50%) and mileage fees (49%). In general, this information is most often accessible before the end of the booking process.
- A majority of websites mention the exact fee in the case of additional driver fees (91% of assessments that made mention of a possible fee), young driver fees (64%) and mileage fees (53%). For other charges, the exact amount is mentioned by only around four in ten of websites, on average.
- Whether information about mandatory charges is found clear correlates with how often the exact size of the fee is provided to the consumer. **Generally, the provided information was found somewhat or very unclear for only a minority of websites, with the exception of information about eco surcharges.**

Refuelling charges were only in a small minority of assessments mentioned clearly and accompanied with a clear description of how the charge was calculated. This was more common for **cancellation fees** (60% of assessments where the possibility to cancel the booking was mentioned) and **early termination fees** (47% of assessments where the possibility of early termination was mentioned).

With regards to **product option costs**, specifically when it comes to those cases where a product option could not be booked online or where it could be booked online but only be paid at the desk, the **product price was typically found mentioned clearly on the main booking page in the majority of**

4.4 Autonomy and consent of the consumer

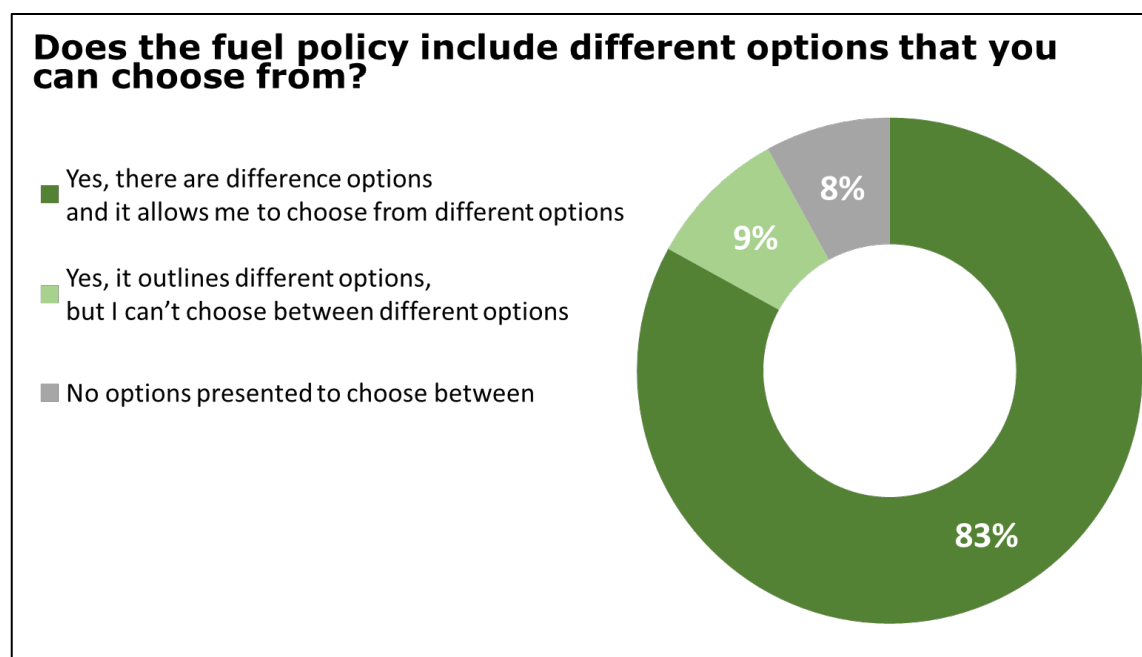
The first section of this chapter discussing the results of the compliance assessment covered whether consumers can choose how the ranking of offers is displayed when making a choice of car rental offers (see 4.1). This is a first aspect of consumer autonomy to choose an offer from amongst those displayed as a result of the search run on the intermediary website. The compliance assessment also explored the amount of autonomy a consumer has to choose from other various options when proceeding with the booking process itself.

4.4.1 Choice of services

4.4.1.1 Fuel policy

As already mentioned, in the vast majority of assessments some information was included about the fuel policy (only 13% of assessments where no information on the fuel policy is available). In cases where information was available it was assessed whether the fuel policy includes different options that can be chosen from. This could include, for example, a choice to return with a full tank or an empty tank. **In the vast majority of assessments (83%) consumers were not presented with a choice in regard to the fuel policy.** In 9% of the assessments the website outlined different options but there was no possibility to choose between them. Only in 8% of assessments where information was given about the fuel policy there were different options and the consumer could choose amongst them.

Figure 4.33 Fuel policy options



12. Does the fuel policy include different options? Is it possible to choose an option amongst different options regarding fuel such as choosing to return with a full tank?

Base: All assessments (n=254)

4.4.1.2 Insurance products

When it comes to insurance products, **amongst the assessments where information about optional insurance products was offered, 44% of assessors somewhat or very much felt that it was an obligation to take an optional insurance product** with the remaining 56% stating it did not feel like/very much like an obligation. This is somewhat of a legal grey zone, especially in the case of the 12%

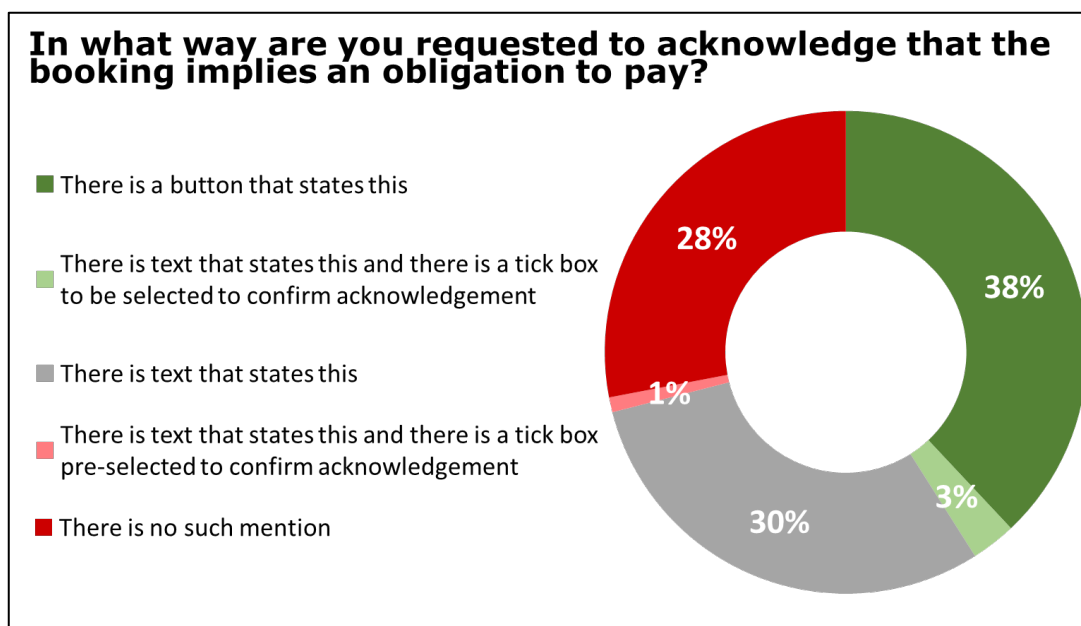
that felt it was very much an obligation, as it could point towards an aggressive practice by the websites concerned (art. 8 and 9 UCPD). An actual establishment of violation, however, would need further assessment of the circumstances and a case-by-case assessment.

4.4.2 Consumer consent

4.4.2.1 Obligation to pay

Autonomy is not only about the freedom to make a choice, but also encompasses consent. For all aspects of consent that could lead to fees and charges for the consumer, the single overarching fundamental element for the consumer to understand is that by making the booking, this implies an obligation to pay. In the case of understanding that the booking implies an obligation to pay, the assessment checked the way in which the consumer was requested to acknowledge this as part of the booking process. The presence of a button that states this (such as 'pay' or 'continue and pay') is considered good practice. Other options including text that states it, the use of tick boxes together with text or not mentioning this at all imply a violation of article 8.2 of the CRD. The results from the assessment find that the way in which the obligation to pay is displayed to consumers is split between **38% of assessments where there was a button that states the obligation to pay**, 30% of cases where there was having text that states this and 28% of cases where it was not mentioned at all.

Figure 4.35 Payment acknowledgment



N1. In what way are you requested to acknowledge that the booking implies an obligation to pay?
Base: All assessments (n=254)

4.4.2.2 Payment consent

Beyond the obligation to pay when making a booking, consent is necessary for any extra payment that might need to be done by the consumer under art. 22 of the CRD.

Damage compensation

In all assessments it was checked how, if at all, consumers are informed that compensation for damages will be withdrawn automatically from their credit card. **In**

only 4% of cases is there was a tick box or button that provided this information and required the consumer to confirm that they acknowledge this. Under art. 22 of the CRD only the latter is good practice but, as the results show, this occurs only very rarely. In over half (54%) of the assessments no such mention was found, and in 41% there was text stating this.

Fees for optional features

The use of pre-ticked boxes, default choices or implicit consent for any optional features that are not part of the main characteristics of the rental but selection of which would result in additional payments, is not allowed. Express consent is needed under article 22 of the CRD. This was checked for the following options:

- **GPS.** In the majority of assessments (60%) it was necessary to tick a box to give consent. In a quarter (25%) consumers are not asked for consent. 11% find it mentioned in the text (e.g. you give consent when you book the car). In a further 3% there was a box that is pre-ticked but the tick can be removed. In only 2 cases (1%) a box was pre-ticked that could not be removed.
- **Winter tyres.** In the majority of assessments (56%) a box needed to be ticked to give consent. In over a quarter (29%) no consent was asked and in 13% provision of consent is only mentioned in a text. Only in one case (less than 1%) there was a pre-ticked box that could be deselected. A further 3% have a box that is pre-ticked that cannot be removed.
- **Child seat.** In the majority of assessments (61%) a box needed to be ticked to give consent. In 26% no consent is asked at all. In 10% of assessment provision of consent is only mentioned in a text. Only in 1 case (less than 1%) there was a pre-ticked box that could not be removed. Two percent have a pre-ticked box that can be removed.
- **Baby seat.** The majority (62%) need to tick a box to give consent. 25% are not asked consent. 10% mention it in the text. Only 1 case (less than 1%) have a pre-ticked box that cannot be removed. 2% have a pre-ticked box that could be removed.

Table 4.1 Option payment consent

Where you request to consent?	Yes, I needed to tick a box to give my consent	Yes, a box was pre-ticked but I could remove the tick	Yes, a box was pre-ticked and I could not remove the tick	Yes, it was mentioned in the text (e.g. you give consent when you book the car)	No
GPS	60%	3%	1%	11%	25%
Winter tyres/snow chains	56%	1%	3%	13%	29%
Child seat	61%	2%	<1%	10%	26%
Baby seat	62%	2%	<1%	10%	25%

*F4Are you requested to consent to this extra fee if you select these options?
Base: assessments where this option could be booked (GPS = 193; winter tyres/snow chains = 119; child seat = 201; baby seat = 197)*

Optional insurance

What is clearly a violation of the legislative framework is the case where a website pre-selects an optional insurance (that comes with an additional cost). Of the assessments that give information about optional insurance a third (33%) had an optional insurance pre-selected. When choosing an extended insurance, in 43% of the assessments where this was possible a box had to be ticked to give consent for additional payment whereas in 36% no consent was requested. In 15% of cases it was mentioned in a text (i.e. that you give consent when you book the car). Less than 1% assessments had a pre-ticked box that could not be removed, whilst 6% had a pre-ticked box where the tick could be removed.

Mandatory charges

This legislative framework is also valid in the case of consent to other fees. In 38% of assessments a fee was mentioned related to the pick-up/drop off location being at the airport. Requesting explicit consent to this fee is rare – in 83% of assessments where the fee was indicated there was no request consent to the fee. In 12% it was mentioned in the text that consent is given and 1% presented a pre-ticked box that could be removed. Only in 4% there was an explicit tick box to give consent to this fee.

A very similar picture is found when it comes to consenting to the deposit and pre-authorisation of debit/credit cards during the rental period. Of the assessments where information on this aspect was found, in most cases (78%) no explicit consent was requested to the deposit/pre-authorisation. Only in 5% a box was provided that consumers need to tick to give consent.

In the case of a young driver fee, the majority of cases where a fee was found to be mentioned for this, explicit consent for this was not requested (68%), while only in 10% there was a box to give consent. In 21% of cases there was a text mentioning automatic consent without explicitly asking for it. In less than 1% there was a pre-ticked box where the tick could be removed.

There is a different picture when it comes to the fee for an additional driver. Amongst the assessments where a fee for an additional driver was indicated, in 53% there was a box to tick to give consent. Nevertheless, in 34% there was no asking for explicit consent. 9% mention automatic consent in a text with only 4% using a pre-ticked box (that consumers can remove).

Table 4.2 Mandatory charges payment consent

Where you request to consent?	Yes, I needed to tick a box to give my consent	Yes, a box was pre-ticked but I could remove the tick	Yes, a box was pre-ticked and I could not remove the tick	Yes, it was mentioned in the text (e.g. you give consent when you book the car)	No
Extended insurance (n=151)	43%	6%	1%	15%	36%
Airport fee (n=97)	4%	1%	0%	12%	83%
Deposit/Pre-authorisation (n=162)	5%	1%	1%	15%	78%
Young driver fee (n=106)	10%	1%	0%	21%	68%
Additional driver fee (n=108)	53%	4%	0%	9%	34%

O1 (airport fee) / P10 (deposit/pre-authorisation) / R6 (additional driver fee) / R12 (extended insurance) / R23 (young driver fee). Where you requested to consent to this extra fee?

Base: assessments where info about fee is found (extended insurance = 151; airport fee = 97; deposit/pre-authorisation = 161; young driver fee = 106; additional driver fee = 108)

Autonomy and consent - conclusions

- Autonomy covers two different aspects, **the possibility of the consumer to make choices and the consent of consumers.**
- Choice was looked at in relation to both the fuel policy and insurance products. **Typically, consumers are not given a choice between fuel policies – rather the fuel policy is something standard and not up to the consumer to choose.**
- Where information was given about **insurance products**, assessors were **split between feeling that this was framed in such a way that it is an obligation to take an optional insurance product (44%) and not feeling this was an obligation (56%).** Depending on the circumstance, this could lend itself towards aggressive practice but would have to be assessed on a case by case basis. **Clearly in violation of the current legislative framework is that a third of websites that gave information about optional insurance had an optional insurance pre-selected.** When consumers actively choose an extended insurance, **consent is requested in the format of a tick box in 43% of cases with the remainder primarily not requesting consent or only mentioning it in the text.**
- In over half of cases (54%) there is no mention that compensation for damages will be withdrawn automatically from the consumers credit card. **In only 4% of cases is there a tick box or button that requires the consumer to confirm that they acknowledge this,** despite the fact that 41% find text stating that this will be case.
- Consent includes an understanding and consenting to making payments. That includes acknowledging that when you make the booking you have an obligation to pay. Whilst good practice was evident with 38% of websites having a button that states this, and 30% do have text stating this - a further 28% don't mention it all. However, most (78%) of websites that contain information about the deposit pre-authorisation of debit/credit cards during the rental period do not request explicit consent to this.
- The legislative framework is also valid in the case of consenting to other fees. The picture of requesting consent to these fees is rather mixed. Rarely is consent requested in the case of fees for airport pick up/drop off and the young driver fee. It is far more typical to need to give active consent in the case of an additional driver fee – though still only in just over half of cases was this the case. Fees relating to additional options such as GPS, Winter tyres/snow chains, and seats for babies and children are also in the majority of cases accompanied by an active

5 Conclusions and recommendations

5.1 Conclusions

This section discusses the main results from the assessment presented in the previous chapter. It analyses in more depth what these results mean in terms of compliance with the relevant regulations and what conclusions can be drawn with regards to risks that consumers are likely to be exposed to when renting a car via an online intermediary. These conclusions serve as the basis to formulate a set of recommendations in section 5.2.

5.1.1 Ranking of search results

5.1.1.1 Clarity about the search parameters

The results of the assessment indicate that consumers generally need to fill in only few parameters to run a search by car rental intermediaries on offered car rentals. What is typically required are the pick-up location, the date and time of the pick-up of the car and the date and time of the drop-off of the car. The drop-off location and the age of the driver are in about half of the cases required and if not required most often at least optional to provide.

The search results are most often ranked by default by the price of the offer. It is typically possible for the consumer to request a different ranking, but this is not an overall standard practice. Given the importance of the price as search criterion and ranking criterion, it is preferable that the consumer would be able to fill in several options or circumstances that may lead to an increase of the base price used for the ranking. If, for instance, the age of the driver would result in a more important increase of the price for one offer compared to other offers, it would be fair to display a ranking where such increase is already embedded in the price that is used for the ranking.

According to best practices, mandatory, unavoidable costs should at least be included if these can be foreseen (e.g. where the age of the driver, the need to pick-up the car in a certain place, the need to drive cross-border etc. can be relevant). Certain offers may include such additional charges, whereas other offers may not include such components. Furthermore, price increases based on such circumstances may have a more important impact for certain car rental companies than for others. Thus the search options and the resulting ranking should ideally be to the utmost extent tailored to the needs of the consumer, and it should in any case be clear to the consumer what is included in the prices shown in the search results. In 30% of assessments with a price ranking however, it is unclear what is included in the comparison price.

5.1.1.2 Clarity about the ranking

The reason why certain offers are ranked more prominently than others should be transparent to the consumer. If the ranking is not based on the price, the website does not explain the ranking order in over four in ten (43%) of assessments. Sometimes offers are ranked as "most popular" or "most relevant", or without a further explanation, which leaves room for arbitrary or even manipulated ranking methods if it is unclear how such criteria are measured. Such vagueness may limit the possibilities of consumers to be fully informed about their possible choices and may thus impede an optimal transactional decision.

It must be said that article 3 (4) and article 4 (5) of the “Better Enforcement Directive” 2019/2161 which adapts article 7 of the UCPD and introduces article 6a in the CRD oblige intermediaries to inform the consumers in an easily accessible manner about the main parameters that determine the ranking after a search query, and about the relative importance of the parameters as opposed to other parameters. This legal provision will only enter into force in November 2021 and national legal provisions that transpose these rules will only apply as from May 2022. Thus, the assessed intermediary websites that are not compliant are not yet in breach of these provisions. Although this disclosure obligation does not require a detailed technical explanation about the algorithms that are used for the ranking, one may expect a more detailed explanation about the measurement of the “popularity” or “relevancy” of offers to the consumer. The assessment indicates that the introduction of the new requirement by the Better Enforcement Directive is necessary in view of consumer protection.

5.1.1.3 Paid search results

The Better Enforcement Directive also introduces a provision that obliges intermediaries to clearly disclose paid advertisement or payments for achieving a higher ranking of the offers within search results. This provision will equally only apply as from November 2021. Sponsored advertisement were only noticed in 8% of assessments as ‘disturbing’ the ranking. This means that in 8% of cases the sponsoring is disclosed. It is possible that in other cases sponsored deals may disturb the ranking of the offers, without being disclosed to the consumers.

5.1.2 Provision of booking and service information

5.1.2.1 Intermediary and rental company identity

Information about **the identity and contact details of the intermediaries and the car rental companies** is clearly mandatory information, required by art. 6,1 b and c CRD, as well as art. 6, 1 f UCPD and partially by the E-commerce Directive. It is crucial for consumers to know with whom they are dealing, **who exactly is bound** by certain offers, statements and commitments, and **who can be contacted** for questions and complaints. These disclosures can be very important in practice: consumers, especially in the case of a cross-border rental, will often find themselves in a weak position at the counter of the car rental company, for instance due to cultural and language barriers, and possibly timing constraints. If before or during their travel certain questions or concerns arise, or circumstances are changed, they should be able to contact the car rental company by phone or e-mail.

Similarly, when consumers experience certain problems at the counter of the car rental company, they should be able to contact the booking intermediary immediately by phone in order to clear things out. The assessment results indicate that some crucial contact details are often not provided, such as the telephone number or e-mail address. This is the case in a considerable number of assessments for the **intermediary contact details** (e.g., 26% of telephone numbers, 33% of e-mail addresses). In even more cases, the contact details **of the car rental company** are not disclosed to the consumer (73% of telephone numbers missing, 78% of e-mail addresses). The lack of this information may have a detrimental practical impact as explained above but can also lead to difficulties when the consumer needs to file a complaint against the parties involved.

In addition, it is often unclear who assumes responsibility for documents that are presented to the consumer in the pre-contractual stage and the commitments that are set forth in these documents. It is indeed often unclear whether documents offered on the booking website are drafted by either the intermediary, the car rental company or even a third party. Such lack of clarity can cause issues. If it becomes clear at the

counter of the rental company that, for instance, a certain additional insurance cover was offered by the intermediary, and such cover would conflict with a policy of the rental company, it must be possible to clear things out immediately. Furthermore, it is of primordial importance for a consumer to know exactly **which company is responsible for the contractual documents** presented to him. The transaction often includes a **booking** by the booking company and a **rental contract** by the rental company that will actually govern the rent of the car. The duality of this operation and its risk of confusion requires an unambiguous transparency.

Furthermore, detailed documents such as a fuel policy or insurance policy contain important detailed rules that may have an impact on the position of the consumer. In a large number of cases it is unclear who presents the terms and conditions, especially those for the rent (30%). In practice it occurs that intermediaries present their own generic terms and conditions for the rent, which may conflict with certain policies of the rental company. The consumer should at least know for certain whether the terms and conditions of the rent have been drafted by the rental company who is bound by that document, and thus that the rental company cannot deny being bound by these terms and present a different set. In 30% of the cases it is also unclear who drafted the insurance policy. This is often a third party (the insurer's name and identification would then be mentioned in the policy), but this seems largely unclear to the consumers. Knowing who is bound by certain provided documents is a minimum requirement in view of consumer protection.

5.1.2.2 Main service characteristics

Furthermore, important documents such as the **fuel policy** or **insurance policy** are material components of the services that are provided to the consumer. The consumer should be easily informed about the main characteristics of these documents and should be able to easily find the drafted **policies** in detail before he enters into an agreement through an online booking. In practice it occurs very often that the fuel policy cannot be found at all or that it is embedded in general terms and conditions. According to best practices, the key provisions of such policy should be clearly explained in a visible manner and a link should be provided where the policy can be found in detail. Similar remarks can be made with respect to the insurance policy. Lack of disclosure of this essential information is a breach of article 5 (2) UCPD (an unfair practice against the requirements of professional diligence) and article 7 UCPD (misleading omission of material information that the consumer needs to take an informed decision).

In a considerable number of cases no information at all is given about a **financial deposit** requirement, or the requirement is mentioned but without any specification about the amount of the deposit. It occurs regularly that certain requirements concerning the deposit are omitted (e.g. the possible requirement to use certain brands of credit cards). Such lack of information may result in negative 'surprises' at the counter of the rental company, where the consumer finds himself in a weak position. Assuming that most consumers will provide a deposit on their credit card, the amount of the deposit is reserved on the credit card and this will have an impact on the remaining budget that the consumer is allowed to spend with the credit card. On the other hand, any information about the possible use of the deposit or the extent of a pre-authorization for payment by credit card is often missing, whereas a consumer should clearly know whether or not certain damages or costs (e.g. the costs of an expertise to assess certain damages) would be debited from his card, without a possibility to object against automatic debits. The disclosure requirements that are assessed here above are related to material aspects of the service and the omission of important information may result in consumer detriment. Lack of disclosure may constitute violation of article 6,1q CRD that refers explicitly to information about the existence and the conditions of deposits or other financial guarantees, and violation of article 7 UCPD.

5.1.2.3 Contract requirements

It is very often unclear whether the rental contract would be signed during the booking process or **whether a formal contract would have to be signed afterwards**, at the counter of the rental company. Although the study could not assess whether or not rental contracts generally need to be signed at the counter, the booking of the rental car seems to be very often done by the intermediary (and not directly with the rental company). However, consumers are generally left in the dark about the formal contracting process and the need to sign a formal agreement on arrival or not, despite it being a basic principle of consumer protection that a consumer who pays for a service is fully informed about any formal steps that need to be undertaken in order to make an agreement on the details of the services and the contractual modalities. The agreement that will finally be applicable must be clear before actual payment is done. Article 6,1g CRD requires pre-contractual disclosure of the arrangements concerning the modalities of the services. In addition to that, article 10,1 of the E-commerce directive requires that the contracting process is clearly explained to the consumer when purchasing services online.

This conclusion comes on top of the earlier noted finding that the source of presented documents is often unclear and thus that it is difficult to assess which party presents a certain document as a document that is binding for that party (and on the contrary, whether or not the other party that is involved may reject that document as non-binding). In general, the dual involvement of booking intermediaries and the effective rental companies in the same transaction, and the often unclear extent of the role of these parties, creates a risk of confusion and unclear commitments that may result in misleading information and consumer detriment.

In general it is not explicitly made clear **what actions are needed to end the contractual relationship** and thus the duration of the commitment of the consumer (e.g. a typical action could be the deposit of the car keys in a certain place). In the few cases where such information is found, it is not made clear what would happen if these actions are not undertaken (e.g. an obligation to pay extra days of rent, or the fact that the deposit on the credit card is liberated on a later point in time than expected by the consumer). Pre-contractual information about the duration of the distance contract is required by art. 6,1o CRD. If the omission of this information would result in consumer detriment, because the consumer was not aware of the formalities that he needed to fulfill, resulting in extra payment, there may be violation of article 7 UCPD. It is possible that in practice the consumer receives explanation at the counter of the rental company, or that he needs to sign a formal rental contract at the counter wherein such arrangements are detailed. However, in such circumstances it can be expected that the consumer is under time pressure and would hardly read the terms and conditions. The lack of this information is regarded as breach of the mentioned consumer legislation, although it can be acknowledged that this issue is probably more related to the actual execution of the rental contract than the pre-contractual booking stage.

In 39% of cases the rental company will be able to **unilaterally replace the booked car without a valid reason**. This is a violation of the Unfair Terms Directive 93/13. The Annex to this Directive lists a number of blacklisted clauses in consumer contracts, and point k) of this list prohibits a trader to alter unilaterally without a valid reason any characteristics of the products or services that are to be provided by him.

5.1.2.4 Information about insurance

Whereas consumers generally indicate that the cover of the standard insurance is clear, in 40% of assessments where information about additional optional insurance products is given, no explicit information is available on **the risks that the consumer will face if an optional insurance is not taken**. This is important, since

lack of clear information may result in erroneous assumptions by consumers, or at least lack of awareness. Furthermore, many consumers indicate that they feel somewhat 'forced' to take an additional insurance. There is a risk that in some cases conflicts may arise between excess insurance or waiver insurance offered by the intermediary and similar products offered by the rental company. For instance, rental companies might not accept a waiver of damages to the car that is offered by an intermediary, or the car rental company might not take insurance taken with the intermediary into consideration when determining the deposit to be taken on the consumer's credit card – which is then still calculated on a full risk. Even if consumers indicate generally that they receive some information about the different insurance products that are available, it seems that such information is not always intelligible. This is crucial, since if the consumer takes any type of additional insurance, they must know which kind of damage they would still be required to pay. That said, it is difficult to state in general whether or not the lack of a clear explanation of the consequences is a breach of consumer law, although this certainly seems an area where improvement is possible.

The study found that not much information is given about different aspects related to **the reporting and the assessment of damage to the rental car**. Especially if the rental company applies specific formal procedures or limitations, or if it may cause additional costs (e.g. expert's fees), it is important that the consumer is correctly informed in order to avoid certain behavior or negligence that may result in detriment. In that respect it is important to keep in mind that the assessment observed the information presented in the pre-contractual stage (i.e., up until right before the payment stage). The formalities concerning damage assessment are typically issues of execution of the rental contract. Assuming that in many cases consumers are obliged to sign a formal rental contract at the counter of the rental company, they might receive more details about damage assessment at that point. This can be regarded as logical, however, we believe that certain provisions that may have a profound impact on the rights and obligations of the consumer should be presented earlier, in terms and conditions that can be read before payment of the final booking price, since it can be expected that many consumers have insufficient time and insufficient comfort to read terms and conditions at the counter upon arrival in a foreign country. Here too, it is difficult to state that the lack of this information during the booking stage would be a clear violation of consumer law, but it is again a confirmation of the necessity to provide clear terms and conditions to the consumer in the booking stage, to be assessed and digested easily by the consumer.

5.1.3 Prices and charges

5.1.3.1 Final booking price

A clear majority of intermediaries present the **final booking price** clearly and completely, with all charges included (73%). Another 15% present a clear sum stating explicitly that **not all charges are included**. This is acceptable insofar the consumer may choose to take additional options at the counter, or if he changes his mind during the journey (e.g. decides to return the car in a different place than foreseen). In such case, the price of such additional charges must at least be clear (art. 6, 1 e CRD). **All mandatory (unavoidable) charges that can be foreseen** must however be included in the final price. Furthermore, **optional** services or features that are **explicitly chosen** by the consumer during the booking process must be part of the final price. Thus, if a breakdown of the price components is given, there must still be a final price that includes all features that are foreseeable.

The study indicates that the intermediaries largely comply with this requirement. In 12% of the assessments a clear final price was not shown, and in these cases the final booking price is largely deemed unclear by consumers (45%). In 15% of the

assessments it was stated that additional charges 'may' apply. This is a grey zone for compliancy, since it is not exactly clear whether such charges only refer to charges that are unforeseeable at the time of the booking. In such cases there is a risk that these websites are not only referring to unforeseeable charge – which would be a compliance breach. Even if the majority of intermediaries seems compliant, the need to provide the consumer a full view on the total price of the rent remains considered a primordial requirement.

The assessment found that when certain circumstances were indicated that are unavoidable for certain consumers (such as age, pick-up location), or additional features that are optional in theory (but often de facto required, such as an extended insurance), this was typically reflected in the final booking price. In such cases the consumer will not be 'surprised' at the desk of the rental company with an additional price component. In the exceptional cases where such circumstance did not have an impact on the final booking price, there was usually a notification on the website that an additional cost might be applicable (although there was often no such warning regarding young driver fees and airport pickup fees).

However, the consumer must also be aware about **the cost of this specific component in se**, especially if he may still have an option to choose the component or not (in other words, when the component and its price may impact his transactional decision to choose the component, or may impact his decision to check a different rental offer if the component is unavoidable – e.g. the additional charge related to the driver's age may be less expensive in the offers of other rental companies). Ideally the specific component of the price that was influenced by the circumstance should be **visible in the price breakdown** above or besides the comprehensive final price. The intermediaries are in general compliant with this requirement, except for the **airport pickup fee**. Only in around one in three assessments where such fee changed the booking price, it is mentioned explicitly as part of the price composition, and it is not explained in a transparent manner to the consumers in more than 50% of assessments. It is moreover worth noting that in cases where airport pick-up or a young driver's age do not explicitly increase the final price, such charge is only mentioned on the booking page in about half of such cases, whereas such charge is almost always mentioned for the option of adding an additional driver.

The **mentioning** of additional mandatory charges, that are unavoidable if certain circumstances occur, **on the main booking page** is in general insufficient. Young drivers fees, one-way fees, cross-border fees, airport surcharge, old driver fees, eco surcharge and out of hours surcharges are not mentioned in more than 50% of the websites. It is possible that some intermediaries do not apply such additional charges. However, many will apply such charges and the percentage of failing websites is large enough to conclude that many websites lack this information while a surcharge is applied in practice.

Furthermore, most categories of additional charges are only mentioned **in small font** on the main booking page or **on another page or pop-up**, and this may result in lack of awareness. In quite a number of cases **no exact amount** is given for certain additional fees, and the consumers found the information unclear. There can be several infringements on article 6,1 e of the CRD, as well as article 5 of the Unfair Terms Directive 93/13 and articles 7(1) and 7(2) of the UCPD. Since these additional charges will often not be included in the final booking price, e.g. in the case of out of hours surcharges, cross-border fees and additional mileage fees, that may depend on the actual behavior of the driver during the rental period, consumers should be able find this information easily and it should be clear to them.

5.1.3.2 Timing of price information

The **point in time** when such information about possible mandatory additional charges is given can be equally important. Ideally, the consumer can choose certain

options or requirements **at the very beginning** of the booking process, when he fills in the data as search criteria on the basis of which the prices of the available offers are compared and ranked in the resulting listing. That would result in a comparison between prices that include as many applicable parameters as possible, and thus a **more correct and more relevant comparison** in view of the consumer's specifications. If certain pricing elements would only be added later in the course of the booking process, that could result in a **drip pricing technique**, where a consumer is drawn towards a certain offer, and other possible choices are out of sight, and whereby the price of the offer that seems interesting at first view would steadily be increased in the course of the process. It would certainly be incorrect to mention surcharges for circumstances such as an old or young age, or a cross-border fee, at the very end of the booking process. There is no reason why the age of the driver can not be established immediately and serve as a base at the very beginning of the booking process. A technique of drip pricing can be assumed in such cases, where an older or younger driver goes through the entire process of booking a deal that he likes, and at the very end is confronted with a surcharge based on his age. In such case, the consumer has already spent time and effort on the booking process, being focused on this particular offer, and may feel discouraged to start the process all over on a different booking site after noticing the surcharge.

In 23% of the assessments, the additional old driver fee was only mentioned **at the very end of the booking process**, and this occurred in 15% of cases where a younger driver fee is applied. Other costs are occurring at the very end of the booking process in about 10% of the cases. The lack of timely information concerns mostly the **age-related fees**, as well as **cross-border fees** and **out of hours surcharges**. The occurrence of such costs is generally foreseeable for the consumer and should be taken into consideration earlier in the booking process. While it is not easy to qualify a technique of drip pricing as intentionally misleading or illegal, this is clearly an area for improvement.

5.1.3.3 Fuel policy

The large majority of intermediaries provide information about the **fuel policy**. However, in far most of these cases, there is no or insufficient information about **refueling charges** or the calculation of such charges. Such charges may apply e.g. when a consumer must rent or chooses to rent a car under a full-to-full policy, meaning that he receives a full fuel tank and must return the car with a full fuel tank. If the car is not returned full, the rental company would be entitled to fill the tank and to apply a refueling charge, comprising the price of the fuel and an administrative cost. In such case it must be clear how such fee is calculated. This is a material element of the car rental service. Only in a minority of cases where a fuel policy is presented to consumers it is also clearly explained how refueling charges are calculated. This could result in unilateral and arbitrary contractual sanctions, contrary to the Unfair Terms Directive 93/13, Annex of blacklisted clauses, under j) and k).

5.1.3.4 Cancellation and early termination fees

It is important to note that the legal right to withdraw from the contract, which is a basic principle of consumer protection in online distance contracts set forth in the CRD, is not applicable to online contracts for car rental (art. 16, L CRD). Thus, in case of cancellation of the booking a **cancellation fee** can be required by the intermediary or the car rental company. Furthermore, when the contract is executed but the consumer terminates the rent earlier than initially foreseen, an **early termination fee** may be due to cover the loss of the rent days that the car was reserved for. In 25% of cases where a cancellation fee is mentioned, no or only partial information is given about the **calculation** of such fee. Similarly, in 33% of cases where an early termination fee is mentioned there is no or only partial information about the calculation of such fee. This constitutes a violation of the Unfair Terms Directive 93/18, Annex of blacklisted clauses, point j (the prohibition to set contractual

sanctions unilaterally and arbitrarily). Cancellation and early termination charges must be considered as material elements of the service and the information concerning these charges must be clear and transparent.

5.1.4 Autonomy and consent of the consumer

Article 8.2 CRD states that a consumer, when placing his order for a distance sale, must explicitly acknowledge that **the order implies an obligation to pay**. The trader, in this case a booking intermediary, must ensure that such acknowledgement is made, and that there is no confusion concerning the payment obligation, in other words, it must be made clear that placing an order does not mean that a car is reserved without a payment being necessary. When the placing of such booking means that the consumer must activate a button on the screen, **the button must be labelled** in an easily legible manner only with the words "order with obligation to pay" or a corresponding unambiguous formulation indicating that placing the booking entails an obligation to pay the intermediary. If the intermediary does not comply with this rule, the consumer shall not be bound by the order or the contract. Where the text of article 8.2 CRD sounds rather formalistic, it is generally accepted that the button that is finally clicked by the consumer to confirm his booking must contain the words "order with payment obligation", or similar wordings such as "pay" or "continue and pay". A term such as "order" is not compliant with the legal obligation.

In 38% of the assessments the website complied with this obligation. In 30% of cases there was text in the neighborhood of the button that states the payment obligation, which is de facto insufficient. In about 30% of cases there was no such mention. This is clearly a widespread violation of consumer law.

Article 22 CRD requires explicit **consent of the consumer for any extra payment** in addition to the remuneration that was agreed between a trader and a consumer. Furthermore, payment **transactions done by credit card require an authorization** in the form of payer's consent prior to the execution of the payment transaction (article 54 Payment Services Directive – PSD2 of 2015). Strictly speaking this legal provision does not require explicit consent for payments. However, in general an agreement is required in order to authorize a payment. Only in 4% of the assessed cases there is a tick box or button that provides information about payments for damage to the car being debited, requiring the consumer to actively tick the box to confirm that he acknowledges this possibility. This is a violation of article 22 CRD and if payments would be debited without prior consent of the consumer there may be an additional violation of art. 54 Payment Services Directive.

Furthermore, article 22 CRD not only requires explicit consent for extra payments beyond what has been agreed as remuneration, but it also prohibits **the use of "default optional features" that the consumer must reject** in order to avoid an additional payment. In other words, the intermediary is not allowed to provide tick boxes for additional optional features which are "pre-ticked" as default, and which the consumer must "un-tick" in order to avoid being bound to pay for such optional features. The consumer must actively give his free consent. In the majority of cases an empty tick box is presented that the consumer must tick in order to give his consent to order features such as GPS, winter tires, and baby seats or child seats. Pre-ticked boxes occur very rarely. However, in about 35% of cases **no explicit consent** is requested or some kind of implicit consent is embedded in the terms and conditions.

It is difficult to assess this practice from a compliance point of view, since it is possible that consumers have a possibility to click on boxes, buttons or other fields that mention the optional features, and that such click would imply a consent to order it. There are very different possibilities to present optional features on a website. However, we notice clearly a violation of the legislative framework where we must observe that 33% of websites that give information about optional insurance **present an optional insurance as pre-selected**. When choosing an extended insurance, a

box must be ticked to give explicit consent for extra payment in 43% of the cases. In most other cases **no explicit consent** for additional payment was requested, or the consent was deemed implicit when the car would be booked. Similar observations can be made in relation to the extra fees for **pick up or drop off at an airport location, young driver and additional driver fees** and for the **deposit** and **pre-authorization** of debit/credit cards.

5.2 Recommendations

This section lists potential avenues for action, both regulatory and through enforcement. It should be kept in mind that the study was limited to practices observed in the pre-contractual phase of car rental contracting, in particular through booking intermediaries, and did not assess any practices beyond that point (e.g., car pick-up, contract signing at the desk, the actual rental period or any post-rental issues).

5.2.1 Potential regulatory actions

In general, the existing legal framework of the Consumer Acquis seems sufficient in order to assess the legal or illegal nature of the encountered practices. However, for some issues, an update of the Guidance on the UCPD⁹⁷ or the CRD⁹⁸ could be beneficial in order to draw specific attention to an application of these instruments in the specific domain of intermediaries acting between consumers and traders, and thus specifically in the sector of car rentals.

The dualistic nature of transactions done with intermediaries and simultaneously, and implicitly (or in a later stage formally repeated) with the actual rental companies requires transparency and clarity about the roles of the intermediaries and the extent of their commitments. We have noticed that it is often not clear which party is actually the party that has drafted important contract documents such as terms and conditions, insurance policies and fuel policies, and which party assumes the responsibility for the commitments embedded in such documents. Powerful intermediaries often propose their own generic terms and conditions, fuel policies and their own additional insurance products to consumers, while the rental companies sometimes reject such documents. In this study we could not confirm what happens at the counter, but we have at least encountered general concerns about the used contract documents, the lack of clear rental terms and conditions before the booking price is paid, and uncertainty about the necessity to sign a new 'formal' rental contract at the counter of the rental company. Consumers must know exactly with whom they are dealing for all aspects of the services that are expected by them, they must know who is committed by binding documents and they must know against who they can act if certain commitments are not fulfilled. Furthermore, it seems that even the contact details of rental companies are often not disclosed before payment of the booking, which is clearly a violation of consumer law and possibly a practical problem that may result in considerable consumer detriment.

An update to the Guidance on the UCPD may clarify the application of the UCPD in this sector, in particular the sections on omission of material information that the average consumer needs to take an informed transactional decision and that may thus mislead consumers as set forth in article 7 UCPD. If material information is simply omitted or hidden, or is provided in an unclear, unintelligible, ambiguous or untimely

⁹⁷ Guidance on the implementation/application of Directive 2005/29/EC on Unfair Commercial Practices, Commission Staff Working Document SWD(2016) 163.

⁹⁸ DG Justice Guidance Document concerning Directive 2011/83/EU, June 2014.

manner, consumer detriment may occur. In addition to the lack of transparency of the dualistic commitments, an issue of omitted, unclear or untimely information has been observed in relation to several categories of additional charges and the exact meaning of additional insurance.

An update to the Guidance on the CRD may clarify the application of the CRD in this sector, in particular the sections on clear and complete pre-contractual information in relation to pricing and charges (art. 6,1 e CRD), the trader's identification (art. 6,1, b and c CRD), the prohibition of pre-ticked check boxes for options with additional payments (art. 22 CRD) and the order button that is clearly labelled as implying a payment obligation (art. 8,2 CRD).

Between 2015 and 2019, the Commission already focused on the compliance of the major car rental companies with the UCPD and the CRD. Several problem areas were identified, particularly concerning the transparency of the charges and the contractual conditions. The conclusions were largely aligned with to the present conclusions. The actions that were undertaken resulted in a code of conduct and sectoral guidelines issued by Leaseurope, the European Federation of Leasing and Automotive Rental Associations, and a formal commitment (pledge) undertaken by the major chains of car rental companies to respect fundamental principles of consumer protection.

The impact of the marketing power of online platforms such as the general booking and broker platforms that operate in various sectors, the specific booking and broker platforms targeting the car rental sector and the (price) comparison platforms has been recognised in recent regulatory initiatives such as the Platform to Business Regulation 2019/1150, the Better Enforcement Directive 2019/2161 and the framework of the Digital Services Act. It is clear that the entire sector, the different intermediary channels, as well as the car rental companies, must comply with the regulatory framework of the Consumer Acquis using identical standards and requirements in order to safeguard the legitimate interests of consumers.

Information and warning campaigns, checklists or guides, published or organised by the EU, the national enforcement and surveillance authorities and consumer protection organizations may be helpful in order to foster public awareness concerning the risks for consumer detriment that are still present in the market, focusing on the need to obtain transparent and complete information in the pre-contractual process.

From a policy point of view, it could be helpful to **create a dialogue between an organization such as Leaseurope and the important booking sites** where mutual difficulties or frustrations can be discussed, especially where there is a risk that intermediaries make commitments towards consumers that conflict with the usual commitments of car rental companies. The area of additional insurance and waivers seems an area where conflicting policies occur, and where transparency towards the consumer about the commitments and the consequences of such commitments is lacking. As an important channel for the marketing of the services of car rental companies, and an important gateway for the consumer, the intermediaries should follow the standards applied within the sector that must safeguard transparent and complete information concerning charges and other material pre-contractual information, and it should ensure the clear, informed and free consent of the consumer with the applicable conditions.

Being the gateway to transactions for many consumers, the transparency issues concerning the comparison of car rental offers, the relevancy of the compared base price and the ranking of search results, including the disclosure of possible sponsored offers, is equally an area where more transparency would be fair and helpful. In view of recent specific legislation it would be difficult to enforce the specific principles in this domain at present. However, in the framework of a dialogue between the intermediary sector and the car rental sector this area should be discussed as well.

5.2.2 Potential enforcement actions

Enforcement of consumer law is traditionally a national matter. However, through the ECC Net, the European Consumer Centres Network, the Commission is able to collect information about national issues and through the network of CPC authorities the Commission is able to organize concerted actions targeting problems that seem widespread over the territory of the EU. Through these networks the most important booking intermediaries at transnational level and at national level can be identified and their policies can be examined.

The Commission can **alert national authorities and coordinate their action to tackle practices that may cause consumer detriment**. Coordinated sweeps of the most important international and national booking sites, including general booking sites as well as specialised booking sites, may target the practices that are considered illegal.

When illegal activities or 'grey' practices that may create risks for detriment are identified, the Commission may **negotiate with the relevant businesses at EU level**. Similarly, the national enforcement authorities may negotiate with the most important businesses at national level. Organizations that represent the car rental industry, such as Leaseurope, may be invited in order to hear their concerns concerning the dualistic interaction between intermediaries and car rental companies vis à vis consumers.

As stated above, there are useful examples of agreements that were made between the Commission and the most important car rental companies in 2015 and 2017, where the rental companies pledged to respect certain principles that are of similar concern as many of the issues encountered in the study, and which have been modelled by a code of conduct and guidelines issued by Leaseurope. Furthermore, in 2020 the Commission obtained similar commitments from important intermediaries in the accommodations sector, Booking.com and the Expedia Group. **It could be a useful approach to try to come to similar commitments from the important booking sites.**

If this would not be possible, enforcement can be taken to a next level and **sanctions** may come into play. After the entry into force of the Directive (EU) 2019/2161 on enforcement and modernization of consumer law under the New Deal for Consumers the sanction could reach at least 4% of the turnover of the businesses in the Member States concerned. Organisations that continue activities qualified as illegal may be warned that such sanctions may be applied in the near future. **Deals involving pledges of the leading organisations and if necessary sanctions against these organisations** can serve as wake-up calls for smaller booking intermediaries and may have a deterring effect. Thus, **a global similar approach used within the sector of the intermediaries as well as within the sector of the car rental companies should result in sector-wide compliance.**

6 Annex 1 – Car rental intermediary mapping methodology

6.1 Identification of websites

The first necessary step in order to map the car rental intermediaries landscape in Europe, was the identification of the relevant intermediary websites operating in Europe. This was performed between January and March 2020. The identification of websites was done via two main sources: website traffic data from the web analytics provider Similarweb, and identifying websites through keywords on search engines (Google and Ecosia.org). The websites resulting from these sources were manually validated on their eligibility (i.e., do they offer car rental search services).

Manually added to this first list of websites was an exhaustive list of airlines who also offer (themselves or via a partner) car rental services. This resulted in a final list of 547 car rental intermediary websites.⁹⁹ This list formed the basis for the subsequent detailed mapping of the car rental intermediaries landscape.

6.2 Mapping the top car rental service providers landscape across the EU

The main objectives of mapping the car rental intermediaries landscape are

- Identifying at the European level and per country the top websites (dedicated intermediaries, general booking sites and airlines)
- Gather relevant metrics that inform about the scope, size and operation of these websites
- Analyse these metrics in order to get a view on the intermediary landscape in Europe

The methodology used for this task is outlined in in section 2.2.1 below. The main output of the mapping exercise is a set of country and provider fiches. These fiches are annexed to the final report. The country fiches present the top providers per country (as well as separately for all countries combined). The provider fiches present key metrics for the top 5 car rental intermediary providers in Europe. More details about the setup of the fiches is given in section 2.2.2. Finally, section 2.2.3 provides an overview of the main findings based on this mapping of top providers per country.

6.2.1 Methodology of the mapping

- **Step 1. Data extraction per website**

Once the initial database of intermediaries was complete, we automatically extracted key metrics from SimilarWeb to use for the mapping exercise. With respect to the time period, we extracted relevant data from the past year (Feb 2019-Jan 2020). The specific metrics have previously been shared with DG JUST and in consultation with them, the useful ones were included in the mapping. It includes metrics in line with what we

⁹⁹ the database submitted together with the first interim report contained 554 websites. During task 2, as part of the sample review but also during the fieldwork itself, a small number of websites originally included were identified as not being in scope either because they do not offer car rental services (3 websites) - but rather only information about car rental - or because they offer only rental of other vehicles - most notably camper vans and caravans (4 websites). These websites were removed from the database and not further taken into consideration for the mapping of the intermediary landscape.

suggested in our original proposal, such as **traffic** (including total visits, unique visitors, bounce rates, etc.), **traffic channels** (search, social, email, referrals, direct), **audience statistics** (age, gender), **mobile vs. desktop traffic** etc. It also includes per website the size of desktop traffic (i.e., how many visits made from a country to that websites) for the 50 countries with the highest share of traffic to that website. This serves as a basis for determining the **top websites per country**, the **top countries per website** and **the total European traffic**.¹⁰⁰ It also includes traffic flows, which focus on referral traffic and will be used to shed light on the link between different providers in this sector.¹⁰¹

- **Step 2. Definition of the key derived metrics**

Based on the data extracted per website from Similarweb in step 1, a number of derived metrics were computed as well. These metrics are useful to further define the websites and to determine their importance within each country and Europe relative to other websites, as well as their geographic scope. These metrics are the following:

- **Geographic scope**

In terms of geographic scope, we distinguish between websites with a national, regional and international scope. This is determined based on how much traffic comes from a certain number of countries. Specifically, a website is defined as having national scope when at least 80% of its traffic come from 1 country; regional scope when at least 80% of website traffic comes from up to 10 countries; and international scope when at least 80% comes from 11 or more countries.¹⁰²

- **Website traffic share**

For each website it was calculated how much that website's yearly traffic accounts for in the total combined traffic of all websites within a category (dedicated intermediaries, general booking sites and airlines) in the 30 countries in scope. This metric gives an idea of the 'market share' of that website within its category, as defined by website traffic. For instance, at the European level, rentalcars.com accounts for 44.7% of the traffic to all dedicated car rental intermediaries included in the database, and Ryanair.com accounts for 25.2% of all traffic to all airline websites included in the database.

- **Country traffic share**

¹⁰⁰ Traffic data are extracted from Similarweb for the top 50 countries per website, worldwide. This means that it is possible that a European country is responsible for some amount of traffic to a website because it is not among the 50 top countries for that website. For the smallest countries in scope of this study (such as Luxembourg and Malta), this has some impact on the available data for the largest websites: because these websites operate globally and attract traffic from many countries, small countries have a risk of falling outside of the top 50. As a consequence, these large websites will also not appear among the top websites for those countries – see also section 2.2.2.2.

¹⁰¹ Traffic flows are only relevant for large providers as limited traffic to small providers means that we do not have sufficient data to include them in our analysis.

¹⁰² Note that this is calculated based on the traffic coming from the 30 countries in scope of the project. Traffic coming from other countries is not taken into account. This means that the geographic scope is to be interpreted within the European context.

This metric represents how much of the traffic to a website comes from a specific country, as a percentage of the total global traffic to that website. This is also calculated at the European level, then representing the traffic coming from the 30 countries in scope, as a percentage of the total global traffic to that website. For instance, 50.9% of the global traffic to rentalcars.com comes from the 30 European countries taken together, and 0.6% of its global traffic comes from Austria.

- **Step 3. Top provider identification per country**

Following the extraction of the data and the calculation of the derived metrics, the top car rental intermediaries were identified per country and at the level of all countries. At both levels. This was done based on the yearly traffic per website (per country or at the level of all countries). Specifically; the following websites were identified:

- Top 10 dedicated car rental intermediaries
- Top 3 airlines
- Top 3 general booking sites

The geographic scope of the website (see above) was not taken into account when identifying the top 10 websites. Separately listing the top national and international websites per country would provide a misleading view on the market situation at the country level, since in some countries websites with a national or regional scope are more important than in others. Presenting the top websites per country regardless of their scope gives a good view on how important nationally focussed and internationally focused websites are in each country.

Based on the ranking of the top websites at European level, the top 5 websites at that level were also identified and selected for a more in-depth review and presentation in a separate top provider fiche (see below). Again, the yearly traffic was the determining factor here. Specifically, the following websites were identified:

- **Top 3 dedicated intermediaries:**
 - Rentalcars.com
 - Billiger-mietwagen.de
 - Carflexi.com
- **Top airline website:**
 - Ryanair.com
- **Top general booking site:**
 - Booking.com

The latter two websites are also the top 2 websites overall in terms of yearly traffic. This selection approach allows that all three defined subtypes are represented. A selection purely based on website traffic would result in a bias towards airlines and general booking sites, since they in general attract much more traffic than dedicated car rental intermediaries (not all of which however coming from consumers seeking to rent a car).

6.2.2 Mapping results

6.2.2.1 Country and provider fiches

The full results of the mapping exercise are gathered in a set of fiches. The first set of fiches presents the top websites per country, and at the level of all countries. As discussed above, these are the top 10 dedicated intermediaries, top 3 airlines and the top 3 general booking sites.

For each website, the following information is included in the fiche:

- **Website address**
- **Website type** (dedicated intermediary, airline, general booking site)
- **Booking type** (directly on the website or through redirecting to another site after a search result is selected)
- **Geographical scope** (national/regional/international) – see above
- **Monthly Unique Viewers** (estimation of worldwide unique visitors per month)
- **Website traffic** (total desktop traffic from the country for the period February 2019-January 2020 – total desktop traffic of all 30 countries for the all country fiche)
- **Website traffic share** (see above)
- **Country traffic share** (see above)
- **Search access** (the percentage of desktop traffic to the website that is organic – traffic reaching the website from a non-paid search result in a search engine – versus paid – traffic reaching the website from a sponsored search result in a search engine)
- **Desktop vs. mobile** (the percentage of total global traffic accessing the website either through a desktop computer or a mobile device such as a smartphone)

The provider fiches contain the following metrics:

- **Monthly Unique Viewers**
- **Share of European traffic** (the proportion of the global desktop traffic that originates from the 30 countries in scope, for the period of February 2019-January 2020)
- **European traffic (absolute)** (the absolute size of the European desktop traffic that originates from the 30 countries in scope, for the period of February 2019-January 2020)
- **Average visit duration** (how long the average visitor spends on the website)
- **Average bounce rate** (the percentage of consumers leaving the website after only looking at the first page)
- **Demographic data** (age and gender profiles of the website visitors)

- **Geographical spread** (the top 5 countries globally in terms of website traffic)
- **Traffic sources** (how much traffic comes to the website via organic search, paid search, direct input of the URL, referrals from other sites, social media, e-mail links or display advertisements)
- **Top referrers** (the top websites through which consumers are referred to the website)
- **Desktop vs. mobile** (the percentage of total global traffic accessing the website either through a desktop computer or a mobile device such as a smartphone)

Each provider fiche is also accompanied with a summary overview of the website's services and business model.

7 Annex 2 – Mystery shopping sample selection

7.1 Sample building

The identification and mapping exercise (see Annex 1) resulted in a “universe” of intermediary websites. From this universe, a representative sample was drawn for inclusion in the website audit according to the following steps:

1. The initial sample of dedicated car rental intermediaries was drawn first based on top sites with most yearly traffic per country. The top sites according to this parameter were selected per consumer country. The higher the outbound tourist stream in the country, the more websites were selected for that country.
2. The initial sample was checked for duplicates (sites that appear in multiple countries). It was then adjusted to include a maximum of 10 repetitions for international sites such as rentalcars.com and autoeurope.
3. An initial sample of general booking sites was drawn from the mapped universe by identifying the top 30 providers across all surveyed countries based on traffic. This top 30 excluded duplicates.
4. The initial sample of general booking websites (top 30 across all countries) was adjusted to include a maximum of 5 repetitions for international sites such as booking.com, TripAdvisor, expedia etc.
5. More general booking sites were added to the sample to increase its overall balance. This included all booking sites with a total yearly traffic (across all surveyed countries) of over 1 million visits.
6. More dedicated car rental intermediaries were added. As the list of car rental intermediaries was smaller due to the deletion of many repetitions (see point 2), all top intermediaries with a total yearly traffic (across all surveyed countries) of over 100 thousand visits were added. This lower cut-off ensures that the study’s key focus will remain on intermediaries, which still represent the majority of the sample.
7. We selected the top 20 airlines across all countries based on traffic.

The initial sample selection was done in March 2020. Before the start of the mystery shopping in September 2020 a review of the full sample was conducted to assess any effects of the COVID-19 pandemic that would have made websites unusable for the exercise (e.g. because the company was no longer operational). Websites that were no longer accessible or functional were replaced with other websites from the universe.

7.2 Country assignment

A second step taken to finalise the website was the assignment of consumer countries (the country from where the website would be assessed) and destination countries (the countries where the assessors need to rent a car in).

For the consumer countries, the assignment of countries to websites was done based on:

- The market size of the country in terms of stays abroad (countries with a higher number of stays abroad were assigned more websites)
- The fact whether a website was ‘national’ or ‘international’.

To distinguish national from international sites, the rule was used that a website would be labelled as 'international' if less than 50% of its traffic comes from a single country – and national if at least 50% of traffic comes from one country. The identification as 'national' or 'international' then determined the choice of the country from which the assessment of the website is done. For the 'national' websites, this is the country with the highest traffic volume – often also the country from which the website originates (e.g., Ryanair.be => Belgium). Some of these national websites are included more than once in the sample because they also attract much traffic from abroad. In that case, we also assigned other countries to that website for these additional entries.

For the international websites we randomly assigned a country to the website, but with priority to the countries that are undercovered by the national websites. This was to make sure that the total country distribution is proportionate to the countries' relative tourist market size (as measured by nights spent abroad).

As a final step, the destination countries were assigned. This was done by assigning to each website fully randomly a destination country, proportionate to the size of tourist stays within each country (i.e., countries which receive more tourist are assigned more often as destination countries).

This resulted in the country distribution shown in table 14 below.

Table 7.1 Sample distribution

Country	Consumer country	Destination country
Austria	11	12
Belgium	11	8
Bulgaria	4	8
Croatia	6	12
Cyprus	6	7
Czechia	9	8
Denmark	9	6
Estonia	6	4
Finland	10	6
France	16	15
Germany	16	12
Greece	4	13
Hungary	9	8
Iceland	4	6
Ireland	9	8
Italy	11	14
Latvia	4	3
Lithuania	6	3
Luxembourg	6	4
Malta	4	6
Norway	5	6
Poland	11	8
Portugal	10	12
Romania	5	7

Slovakia	9	6
Slovenia	9	6
Spain	11	14
Sweden	12	8
The Netherlands	12	12
United Kingdom	9	12
Total	254	

8 ANNEX 3 – Final assessment sheet

A. Booking website

Base: all

B1. Introduction Dear mystery shopper, before commencing with your first assessment, please ensure that you have read the briefing instructions document and have installed the VPN tool on the computer you are using. Please keep the briefing instructions (**SCRIPTER: please make sure briefing instructions are a clickable URL: https://survey.ipsos.be/Briefing_CarRental2020.pdf**) close at hand in case anything is unclear.

If you have any issues regarding the survey completion, please contact your project coordinator.

Please be reminded that you don't have to conduct a real booking. Only complete the process up until the payment point and do not proceed past this point!

As stated in the briefing, different documents may have to be consulted during the process terms and conditions of the intermediary and/or car rental company, insurance policy and other relevant documents. The privacy policy however is out of scope. Typically, these documents are consultable via a URL at the bottom of the page (but could equally be "hidden" in another location. Such documents may be opened within the same window or may redirect you to another page or can be displayed in a pop up.

If at any point during the assessment you are asked to provide your personal details, you can choose whatever details you want, as long as you pick **[SCRIPTER: INSERT CountrySample]** as your country.

If you are asked to provide an e-mail address, please use **[SCRIPTER: INSERT EmailSample]**. Your supervisor will instruct you on how to access the e-mail box for this address.

Base: all

B2 [Info]

Please set your VPN to [SCRIPTER: INSERT CountrySample] and click FORWARD.

Base: all

B3 [Single response]

Please right-click on the website link <SCRIPTER: INSERT WebsiteURLSample> and select "open in new incognito window". If you are not sure how to open an incognito tab, please refer to the briefing instructions.

When you clicked on this link, were you sent to [SCRIPTER: WebsiteURLSample]?

Mystery shopper instruction: Please make sure you provide the URL if necessary by using the copy/paste command.

1. Yes, I was sent to the exact website.
2. The website I was sent to has the same domain name but it has a different country extension. (Please provide URL) [SCRIPTER: Open answer]
3. I was sent to a website with a completely different domain name. (Please provide URL) [SCRIPTER: Open answer]
4. Access to the website is blocked. (Please provide error message, if any) [SCRIPTER: Open answer]
5. Other (Please explain and provide URL) [SCRIPTER: Open answer]

SCRIPTER: IF B3=3-5 --> END SURVEY

Base: all

Related to item 1.2 Annex 1

B4. [Multiple response]

In what European languages is the website available?

Mystery shopper instruction: Stay on the national (country) version of the website to which you have set your VPN: e.g. you need to stay on Ryanair.be or Autoeurope.be if your VPN is set to Belgium (= country from which the assessment is done) and indicate only the languages that are available for the Ryanair.be version.

Please make sure to select all languages available.

1. English
2. German
3. French
4. Spanish
5. Italian
6. Polish
7. Portuguese
8. Bulgarian
9. Croatian
10. Czech
11. Danish
12. Dutch
13. Estonian
14. Finnish
15. Greek
16. Hungarian
17. Latvian
18. Lithuanian
19. Luxembourgish

20. Romanian
21. Slovakian
22. Slovenian
23. Swedish
24. Icelandic
25. Norwegian
26. Other (Please specify) [SCRIPTER: Open answer]

Base: all

B4b. [INFO]

On the website please select the following language to proceed: [SCRIPTER: INSERT LanguageSample]. If this language is not available, you can also choose English.

Whichever language you choose, make sure you stay on the same website. For instance, if you are on laudamotion.com and selecting Lithuanian as a language redirects you to Ryanair.com, you should choose English instead.

Mystery shopper instruction: in some cases the website will be only available in this language and no selection needs to be made.

Remember to stay on the national (country) version of the website to which you have set your VPN: e.g. you need to stay on Autoeurope.be if your VPN is set to Belgium (= country from which the assessment is done).

1. I'm able to select either [SCRIPTER: INSERT LanguageSample] or English and stay on the same website.
2. I'm sent to a different website If I choose one of these languages. [SCRIPTER: END SURVEY]

Base: all

B5a. [Single response]

Can you start searching for rental car offers immediately on the home page of the website? In other words, can you fill in your search options (e.g., pick-up location, rental period, ...) immediately on the home page?

1. Yes
2. No, I need to navigate to another page before I can start searching for rental car offers

Base: if B5a = 2

B5b. [Open answer]

Please record the full URL of the web page where you can start searching for a rental car.

B6. [Single response grid]

Mystery shopper instruction: Ease to find means that the information is available during booking and does not need to be found in other links

At this point we are referring to the intermediary the company who owns the booking site, so not the car rental company

Rows:

1. Company name
2. Address
3. Telephone number
4. Mail address
5. Trade register number
6. VAT number

Columns:

1. Easy to find
2. Not easy to find
3. Not available at all

Base: IF DropoffSample = 1 (same location)

B7_sameloc. [Single response, not mandatory]

Please fill out the following information in the booking screen(s) of the website as follows:

- Pickup country: select the following country: [SCRIPTER: INSERT TargetCountrySample]
- Pickup city: select the capital city of the pickup country
- Pick up location: select an airport (if no airport is available, choose capital city of the pickup country)
[Scripter: insert check box 99. 'I could only choose a non-airport location']
- Drop off country/city/location: = same location as pick up (either you need to enter the same settings, or you tick a box 'drop off location is same as pickup location' or you do not tick a box 'drop of location is different from pick up location')
- Start date and hour of the booking: select a Tuesday 10AM 1 month away from the mystery shopping date
- End date and hour booking: indicate 7 days after the start date at 3PM (so as start date is Tuesday, return on Monday)
(If any date would for some reason not be possible to select, choose the next day, but always take a booking period of 7 days)
- Age driver: 34 years old
- Car size: suited for 4-5 people, 2 suitcases (if possible to indicate)
- Car type: medium (as opposed to premium or cheap/low-end) (if possible to indicate)
- Fuel type: diesel (if required to indicate)
- Gear type: manual (if required to indicate)
- Car brand: medium brand (as opposed to high-end or low-end) (if required to indicate)

Base: IF DropoffSample = 2 (different location)

B7_differentloc. [Multiple response, not mandatory]

Please fill out the following information in the booking screen(s) of the website as follows:

- Pickup country: select the following country: [SCRIPTER: INSERT TargetCountrySample]
- Pickup city: select the capital city of the pickup country
- Pick up location: select an airport (if no airport is available, choose capital city of the pickup country and check the below)
[Scripter: insert check box 99. 'I could only choose a non-airport location']
- Drop off country/city/location: a different location of your choice within the same country as the pickup location. Either you need to enter another location manually, select from a list, or tick a box 'drop off location is different from pickup location'. If you can only select the same drop off location, please check the box below:
[Scripter: insert check box 99. 'I could only choose drop off location that is the same as pickup location']
- Start date and hour of the booking: select a Tuesday 10AM 1 month away from the mystery shopping date
- End date and hour booking: indicate 7 days after the start date at 3PM (so as start date is Tuesday, return on Monday)
(If any date would for some reason not be possible to select, choose the next day, but always take a booking period of 7 days)
- Age driver: 34 years old
- Car size: suited for 4-5 people, 2 suitcases (if possible to indicate)
- Car type: medium (as opposed to premium or cheap/low-end) (if possible to indicate)
- Fuel type: diesel (if required to indicate)
- Gear type: manual (if required to indicate)
- Car brand: medium brand (as opposed to high-end or low-end) (if required to indicate)

Base: all

B8. [Single response grid]

Please indicate which of the following you were able to fill in, and which of these were *obligatory* to fill in in order to perform the search.

Rows:

1. Age of driver (either exact age or a broad category, e.g. 24-74)
2. Pick up location
3. Drop off location
4. Start date and time of pick-up
5. Start date and time of drop off
6. Type of insurance
7. Car size
8. Car type
9. Fuel type
10. Gear type
11. Car brand
12. Extra-driver
13. Baby/child seats
14. Snow chains/winter tyres

Columns:

1. Obligatory to fill in

2. Optional to fill in
3. Not possible to fill in

Base: all

B9. [Single response]

Perform the search.

For the search results that you get, is it mentioned explicitly what is included in the price of the offers (e.g., base price, insurances, pick-up location fee, driver age fee)?

You might need to click on the price or a button to see the breakdown. This also counts as 'yes'!

1. Yes
2. No

Base: if B9 = 1

B10. [Multiple response]

Which of the following are indicated to be included in the prices shown for the search results?

Mystery shopper instruction: This might indicate options that you did not select yourself! But some intermediaries might include them by default in the offers they present you.

Make sure to only select the elements that are explicitly mentioned as included in the price shown!

1. Young driver fee
2. Old driver fee
3. Airport or premium pick-up location
4. Basic insurance
5. Additional insurance
6. Additional driver
7. One-way drive
8. Cross-border driving
9. Unlimited mileage
10. Additional options (i.e. GPS, car seats, winter tyres)
11. Out-of-hours pick-up/drop-off
12. Eco surcharge
13. Other [SCRIPTER: Open answer]
14. It is not indicated or it is unclear what is included in the prices shown [Scripter: single response]

B. Ranking of results

Base: all

C0. [Single Response]

Is it possible to compare different car rental providers?

Mystery shopper instruction: for some websites you may easily notice this because the website has the logos of different car rental companies like Sixt, Avis, Europcar, Enterprise, Hertz or others on their homepage or within the booking application. For others it may be just a reference to them being a broker or not owning an own car fleet but working together with (trusted) partners.

1. Yes
2. No

Base: all

C1A1. [Single Response]

How are the search results ranked by default?

1. Price
2. Most popular
3. Most relevant
4. Other: specify [Open answer]
5. It is not clear what the rationale is for the ranking

Base: all

C1A2. [SCRIPTER: Multiple Response – do not show the answer from C1A1]

Which other ranking options are available?

1. Price
2. Most popular
3. Most relevant
4. Other: specify [Open answer]
5. None [Scripter: single response]

Base: IF C1A1 = 1 or C1A2 = 1

C1B. [Single Response]

Does the website say what is included in the prices that are used to compare the search result according to price?

1. Yes
2. No

Base: IF C1A1 = 2, 3, 4

C1C. [Single Response]

Does the website explain how it comes to this ranking order?

1. Yes
2. No

Base: all

C2. [Single Response]

Are there sponsored advertisements "disturbing" the ranking? Such a sponsored ad may take different forms, it can appear within a box, in a different colour, clearly mentioning "advertisement/sponsored" or some other indication.

1. Yes
2. No

C. Selection of offer

Base: all

C3.

Mystery shopper instruction: **Choose one offer.** Please give the priority to the first ranked offer from [SCRIPTER: insert CarRentalPriority1Sample].

If this company is not available, please select [SCRIPTER: insert CarRentalPriority2Sample].

And if this one would not be available you may select [SCRIPTER: insert CarRentalPriority3Sample].

If neither of the 3 would be available on the site or if the search results do not show the name of the car rental company, please select the 1st one that appears in the ranking.

In case you could not enter the following settings, please select the 1st result that matches the following settings (as far as information is available in the results):

- Car size: suited for 4-5 people, 2 suitcases
- Car type: medium (as opposed to premium or cheap/low-end)
- Fuel type: diesel
- Gear type: manual
- Car brand: medium brand (as opposed to high-end or low-end)
- Insurance option: basic/standard option
- Fuel policy: full to full

Before you click on the offer, record the price of that offer:

1. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]
2. Currency [Single Response]
 1. EUR
 2. GBP
 3. PLN
 4. HRK
 5. CZK
 6. DKK
 7. HUF
 8. SEK
 9. RON
 10. BGN
 11. ISK
 12. NOK

After you have done this, select the offer to book this car (for instance by clicking a button saying "book now").

Base: all

C4. [Single Response]

Which car rental company did you select?

1. Avis
2. Hertz
3. Europcar
4. Budget
5. Sixt

- 98. Other: specify [\[Open answer\]](#)
- 99. Car rental company not indicated in the search results

Base: all

C5. [\[Single Response\]](#)

What car brand did you select?

- 1. Volkswagen
- 2. Audi
- 3. Peugeot
- 4. Renault
- 5. Nissan
- 6. Toyota
- 7. Mitsubishi
- 8. Ford
- 9. Volvo
- 10. Citroen
- 11. Alfa Romeo
- 12. Fiat
- 13. Chrysler
- 14. Dacia
- 15. Chevrolet
- 16. Mercedes
- 17. Skoda
- 18. BMW
- 19. Opel
- 20. Hyundai
- 21. Kia
- 22. Seat
- 98. Other: specify [\[open answer\]](#)

Base: all

C6. [\[Single Response\]](#)

What car size did you select?

- 1. Small (4 doors or less, can fit 4 people or less)
- 2. Medium (5 doors minimum, can fit 5 people)
- 3. Large (including "people carriers") (5 doors minimum, can fit 6 people or more)

Base: all

C7. [\[Single Response\]](#)

What gear type did you select?

- 1. Manual
- 2. Automatic
- 97. No information is given on gear type

Base: all

C8. [\[Single Response\]](#)

What fuel type did you select?

- 1. Diesel

2. Gasoline
3. Hybrid/Electric
4. Liquefied Petroleum Gas (LPG)/ Compressed Natural Gas (CNG)
97. No information is given on fuel type

Base: all

C9. [Single Response]

Does the car have air-conditioning?

1. Yes
2. No
97. No information is given about air-conditioning

Base: all

C10. [Single Response]

How many doors does the car have?

1. 2
2. 3
3. 4
4. 5
97. No information is given about the number of doors

Base: all

Related to item 3.1 Annex 1

C11. [Single Response]

What information is stated about the authorised mileage?

1. Fixed mileage (e.g. limited to x kilometers)
2. Unlimited mileage
97. No information found on authorised mileage

Base: all

Related to item 3.1 Annex 1

C12. [Single Response]

To what extent did you perceive this information about the specifications (such as car size, number of doors, gear type, fuel type, air-conditioning) listed for the car as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

D. Selection of the offer

Base: all

D1. [Single Response]

When you selected the offer, on which site are you on when you go through the information and booking site?

1. I am directed to a webpage on the same car rental intermediary website
2. I am directed to a webpage of another car rental intermediary
3. I am directed to the webpage of a car rental company
98. I am directed to another website, but not clear whether this website is owned by an intermediary or the car rental company

Base: all

D2. [Open text box]

Please give the URL of the page that you are sent to start the booking process after you have made a selection of an offer.

Base: all

D3. [Open text box]

What is the headline booking price for the car you selected, as it is shown to you after you selected the offer (so possibly on a new screen or website)?

1. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

2. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: all

D4. [SCRIPTER: Multiple Response]

Which of the following are indicated to be included in the headline price?

Mystery shopper instruction: You will not have selected all these options, but some rental offers include by default an additional driver, or a young driver, or airport location pick-up etc. by mentioning that either the fee is included or it is 'free'.

1. Young driver
2. Old driver fee
3. Airport or premium pick-up location

4. Basic insurance
5. Additional insurance
6. Additional driver
7. One-way drive
8. Cross-border driving
9. Unlimited mileage
10. Additional options (i.e. GPS, car seats, winter tyres)
11. Out-of-hours pick-up/drop-off
12. Eco surcharge
13. Other [SCRIPTER: Open answer]
14. It is not indicated or it is unclear what is included in the headline price [Scripter: single response]

E. Information about the car rental company

Base: all

Related to item 2.1 Annex 1

E1. [Single response grid]

Please indicate which information is easily available?

Mystery shopper instruction: Ease to find means that the information is available during booking and does not need to be found in other links

At this point we are referring to the car rental company information, not the information of the intermediary.

Rows:

1. Car Rental Company name (that will supply the car)
2. Address
3. Telephone number
4. Mail address
5. Trade register number
6. VAT number

Columns:

1. Easy to find
2. Not easy to find
3. Not available at all

F. Additional product options

Base: all

Related to item 7.1 Annex 1

F1. [Single response grid]

What additional product options are you presented with?

Rows:

1. GPS
2. Winter tyres/snow chains
3. Child seat
4. Baby seat

Columns:

1. Yes, can book this option online
2. No, I'm requested to book this offline
3. No, it is not possible at all to book this
4. Unclear whether it is possible to book this option online/offline/not at all

Base: IF F1_1 OR F1_2 OR F1_3 OR F1_4 = 1

Related to item 7.2 Annex 1

F2. [Single response grid]

Can you pay for this option online at the time of booking?

Rows: Show row items from F1 for which response = 1

1. GPS (IF F1_1=1)
2. Winter tyres/snow chains (IF F1_2=1)
3. Child seat (IF F1_3=1)
4. Baby seat (IF F1_4=1)

Columns:

1. Yes, I can book and pay for this option online
2. No, I can book this online, but cannot pay for it at the time of the booking
3. Unclear whether it is possible to pay for this option online or not

Base: IF F1_1 OR F1_2 OR F1_3 OR F1_4 = (1 OR 2)

F3. [Single Response Grid]

Are the charges for these options mentioned in small print (either in the terms & conditions or in a pop up or other documents) or are these charges found in normal font size on the main booking page?

Rows: Show row items from F1 for which response = 1 or 2

1. GPS (IF F1_1=1 or 2)
2. Winter tyres/snow chains (IF F1_2=1 or 2)
3. Child seat (IF F1_3=1 or 2)
4. Baby seat (IF F1_4=1 or 2)

Columns:

1. Small print (e.g. terms and conditions/pop up or other document/link)
2. Normal font size on the main booking page
3. No information on extra charges available

Base: if F3_1 OR F3_2 OR F3_3 OR F3_4 = (1 OR 2)

F4. [Single Response Grid]

Are you requested to consent to this extra fee if you select these options?

Rows: Show row items from F3 for which response = 1 or 2

1. GPS (IF F3_1=1 or 2)
2. Winter tyres/snow chains (IF F3_2=1 or 2)
3. Child seat (IF F3_3=1 or 2)
4. Baby seat (IF F3_4=1 or 2)

Columns

1. Yes, I needed to tick a box to give my consent
2. Yes, a box was pre-ticked but I could remove the tick
3. Yes, a box was pre-ticked and I could not remove the tick
4. Yes, it was mentioned in the text (e.g. you give consent when you book the car)
5. No

Base: IF F1_1 OR F1_2 OR F1_3 OR F1_4 = (1 OR 2)

Related to item 7.1 Annex 1

F5. To what extent did you perceive the information about these product options as clear (comprehensible, non-ambiguous and intelligible)?

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

Rows: Show row items from F1 for which response = 1 or 2

1. GPS (IF F1_1=1 or 2)
2. Winter tyres/snow chains (IF F1_2=1 or 2)
3. Child seat (IF F1_3=1 or 2)
4. Baby seat (IF F1_4=1 or 2)

Columns:

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

G. Charges

Base: all

Related to item 6.1 Annex 1

G1. [Single response grid]

Are possible applicable fees mentioned in small print (either in the terms & conditions or in a pop up or other documents) or are these charges found in normal font size on the main booking page?

Rows:

1. Young driver fee
2. Old driver fee
3. Additional driver fee
4. Airport surcharge
5. Eco surcharge
6. Out of hours surcharge
7. Cross-border fee
8. (Additional) mileage fee
9. One-way fee

Columns:

1. Small print (e.g. terms and conditions/pop up or other document/link)
2. Normal font size on the main booking page
3. No information on this fee is available

Base: IF (G1_1 OR G1_2 OR G1_3 OR G1_4 OR G1_5 OR G1_6 OR G1_7 OR G1_8 OR G1_9) < 3

Related to item 6.1 Annex 1

G2. [Single response grid]

At which point in time during the booking process is this fee mentioned?

If the fee is included in a separate document/place like the Terms & Conditions or a pop-up, please take the point in time at which you could first access this.

Rows:

1. Young driver fee (IF G1_1=1 or 2)
2. Old driver fee (IF G1_2=1 or 2)
3. Additional driver fee (IF G1_3=1 or 2)
4. Airport surcharge (IF G1_4=1 or 2)
5. Eco surcharge (IF G1_5=1 or 2)
6. Out of hours surcharge (IF G1_6=1 or 2)
7. Cross-border fee (IF G1_7=1 or 2)
8. (Additional) mileage fee (IF G1_8=1 or 2)
9. One-way fee (IF G1_9=1 or 2)

Columns:

1. At the very beginning of the booking process, meaning immediately after you selected a car to start booking it.
2. At the very end of the booking process, at the final booking page or right before that
3. In between

Base: IF (G1_1 OR G1_2 OR G1_3 OR G1_4 OR G1_5 OR G1_6 OR G1_7 OR G1_8 OR G1_9) < 3

Related to item 6.1 Annex 1

G3. [Single response grid]

Does the information about possible applicable fees include the monetary amount that will be charged (in the case that the fees are applicable)?

Rows:

1. Young driver fee (IF G1_1=1 or 2)
2. Old driver fee (IF G1_2=1 or 2)
3. Additional driver fee (IF G1_3=1 or 2)
4. Airport surcharge (IF G1_4=1 or 2)
5. Eco surcharge (IF G1_5=1 or 2)
6. Out of hours surcharge (IF G1_6=1 or 2)
7. Cross-border fee (IF G1_7=1 or 2)
8. (Additional) mileage fee (IF G1_8=1 or 2)
9. One-way fee (IF G1_9=1 or 2)

Columns:

1. Yes
2. No

Base: IF (G1_1 OR G1_2 OR G1_3 OR G1_4 OR G1_5 OR G1_6 OR G1_7 OR G1_8 OR G1_9) < 3
Related to item 7.2 Annex 1

G4. [Single response grid]

Can you pay this fee online at the time of booking?

Rows:

1. Young driver fee (IF G1_1=1 or 2)
2. Old driver fee (IF G1_2=1 or 2)
3. Additional driver fee (IF G1_3=1 or 2)
4. Airport surcharge (IF G1_4=1 or 2)
5. Eco surcharge (IF G1_5=1 or 2)
6. Out of hours surcharge (IF G1_6=1 or 2)
7. Cross-border fee (IF G1_7=1 or 2)
8. (Additional) mileage fee (IF G1_8=1 or 2)
9. One-way fee (IF G1_9=1 or 2)

Columns:

1. Yes, I need to pay this online
2. It's possible to pay this online already, or I can pay for it later (at pick-up)
3. I need to pay this offline, at pick-up off the car
4. Unclear when I will need to pay for this

Base: all
Related to item 6.1 Annex 1

G5. [Single Response Grid]

To what extent did you perceive this information about the applicable fees to be presented as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

Rows:

1. Young driver fee (IF G1_1=1 or 2)
2. Old driver fee (IF G1_2=1 or 2)
3. Additional driver fee (IF G1_3=1 or 2)
4. Airport surcharge (IF G1_4=1 or 2)
5. Eco surcharge (IF G1_5=1 or 2)

6. Out of hours surcharge (IF G1_6=1 or 2)
7. Cross-border fee (IF G1_7=1 or 2)
8. (Additional) mileage fee (IF G1_8=1 or 2)
9. One-way fee (IF G1_9=1 or 2)

Columns:

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

H. Local traffic fines and regulations

Base: all

Related to item 12.1 and 12.2 Annex 1

H1. [Multiple response]

Were you informed (or given a link to information) about?

1. local traffic regulations of the country/region where you are renting a car
2. local traffic fines in the country/region where you are renting a car
3. existence of an administrative charge for handling fines
4. the amount of the administrative charge for handling fines
5. None of these [Scripter: single response]

Base: H1 = 4

Related to item 12.3 Annex 1

H2.

What is the amount of the administrative charge for handling fines?

1. Amount: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

2. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

I. Fuel policy

Base: all

Related to item 8.2 Annex 1

I1. [Single Response]

Did you find information on the fuel policy? With a fuel policy we mean an explanation on the options regarding fuel such as required to return with a full tank, required to pay a full tank, ...

1. Yes, information labelled 'fuel policy' was easily available
2. Yes, I needed to search for it but found it clearly labelled as fuel policy/information
3. I needed to search for it and found it only in the terms and conditions
4. No information on the fuel policy is available

Base: IF I1 < 4

Related to item 8.3 Annex 1

I2. [Single Response]

Does the fuel policy include different options? Is it possible to choose an option amongst different options regarding fuel such as choosing to return with a full tank, possibility to return with an empty tank?

1. Yes, there are different options, and it allows me to choose from different options
2. Yes, it outlines different options, but I can't choose between different options
3. No options presented to choose between

Base: if I1 < 4

Related to item 8.1 Annex 1

I3. [Single Response]

To what extent did you perceive fuel policy as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear
5. I could not assess it because it was not available in [SCRIPTER: INSERT LanguageSample] or English

Base: if I1 < 4

Related to item 8.2 Annex 1

I4. [Single Response]

At which point in time during the booking process is the fuel policy mentioned?

If the fuel policy is described in a separate document/place like the Terms & Conditions or a pop-up, please take the point in time at which you could first access this.

1. At the very beginning of the booking process, meaning immediately after you selected a car to start booking it.
2. At the very end of the booking process at the final booking page or right before that
3. In between

Base: if I1 < 4

Related to item 8.2 Annex 1

I5. [Single Response]

Did you feel you were given sufficient opportunity to read the fuel policy before signing the contract?

1. Yes, I could read it any time I wanted and it did not disappear after some time elapsed or after I moved to the next page of the booking process

2. I could not go back to this information at a later point or after a certain time this information disappeared

Base: if I2 < 3

Related to item 8.3 and 8.4 Annex 1

I6. [Multiple response]

What fuel options were offered?

1. Full to full: Pick up the car full, return the car with a full fuel tank
2. Pre-purchase: Pay for the fuel in the tank when you pick up the car full, return the car with any level of fuel. There is no refund for unused fuel.
3. Pre-purchase (refund): Pay for the fuel in the tank when you pick up the car full, return the car with any level of fuel. You'll get a refund for any fuel you don't use.
4. Pre-purchase (partial refund): Pay for the fuel in the tank when you pick up the car full and a non-refundable service charge to cover refuelling expenses, return the car with any level of fuel. You'll get a refund for any fuel you don't use.
5. The car will come with a free tank of fuel
6. Other: specify [SCRIPTER: Open answer]

Base: if I1 < 4

Related to item 8.5 and 8.6 Annex 1

I7. [Single Response]

Does the fuel policy mention any charges for re-fuelling (including for example if you do not adhere to the return full policy)?

1. Yes, and it is clearly mentioned how all these charges are calculated
2. Yes, it is mentioned that there could be re-fuelling charges, but it is not explained how these are calculated
3. Yes, it is mentioned that there could be re-fuelling charges, but it is only partially explained how these are calculated
4. There is no mention of any re-fuelling charges or how they are calculated.

Base: if I7 = (1 OR 3)

Related to item 8.6

I8. [Multiple response]

What charges related to re-fuelling are included in the fuel policy?

1. It is clearly mentioned there is a separate refuelling charge/fee (i.e. in addition to the charge for the fuel itself)
2. It is clearly mentioned there is a charge for the fuel itself
3. It is not clear what charges are applied for re-fuelling [Scripter: single response]

Base: if I8 = 1

I9. What is the charge/fee for re-fuelling (NOT the charge for the fuel itself, but the fee to refuel)?

1. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

2. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK

- 7. HUF
- 8. SEK
- 9. RON
- 10. BGN
- 11. ISK
- 12. NOK

97. The charge/fee is not specified

Base: if I7 = (1 OR 3)

Related to item 8.5 and 8.6

I10. [Single Response]

Does the fuel policy mention what the price is for the fuel itself?

- 1. Yes, this is fixed by the official fuel price of a nearby gas station
- 2. Yes, this is stated as being higher than the official fuel price of a nearby gas station
- 3. Yes, some other calculation is given for the fuel price
- 4. No information is given as to what price will be applied for the fuel

J. Insurance

Base: all

J1. [Single Response]

Did you notice information on insurance products?

1. Yes
2. No

Base: if J1 = 1

Related to item 9.1 Annex 1

J2. [Single Response]

To what extent did you perceive this information about the insurance as clear (comprehensible, non-ambiguous and intelligible)? Meaning can you retrieve the information in regards to what is covered, what the limits are and what is considered excess? We are at this point not yet talking about the full terms and conditions of the insurance policy! You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear
5. I could not assess it because it was not available in [SCRIPTER: INSERT LanguageSample] or English

Base: if J1 = 1

Related to item 9.1 Annex 1

J3. [Single Response]

At which point in time during the booking process is the information about insurance mentioned?

If this information is mentioned in a separate document/place like the Terms & Conditions or a pop-up, please take the point in time at which you could first access this.

1. At the very beginning of the booking process, meaning immediately after you selected a car to start booking it.
2. At the very end of the booking process, at the final booking page or right before that
3. In between

Base: if J1 = 1

Related to item 9.3 Annex 1

J4. [Single Response]

Did you feel you were given sufficient opportunity to read the information before signing the contract?

1. Yes, I could read them any time I wanted, and it did not disappear after some time elapsed or after I moved to the next page of the booking process
2. I could not go back to this information at a later point or after a certain time this information disappeared

Base: if J1 = 1

Related to item 9.4 and 9.5 Annex 1

J5. [Single Response]

Did you feel an optional insurance product had to be taken (=a mandatory product / obligation or were strongly advised to take optional insurance)? You may answer with a score between 1 and 4, whereby 1 means "did not feel like an obligation at all" and 4 "felt very much like an obligation".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very much felt like an obligation
2. Somewhat felt like an obligation
3. Did not feel very much like an obligation
4. Did not feel like an obligation at all

Base: if J1 = 1

Related to item 9.6 Annex 1

J6. [Single Response]

Were any of the optional insurances (that come with an additional cost) pre-selected (so that you have to deselect them if you don't want the option)?

1. Yes
2. No

Base: if J1 = 1

Related to item 9.5 Annex 1

J7. [Single Response]

Is there information available on the risks faced if an optional insurance is not taken?

1. Yes
2. No

Base: if J7 = 1

Related to item 9.7 Annex 1

J8. [Single Response]

To what extent did you perceive this explanation about risks if an optional insurance is not taken as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: all

Related to item 8.2 Annex 1

J9. [Single Response]

Did you find information on the insurance policy?

1. Yes, information labelled 'insurance policy' was easily available
2. Yes, I needed to search for it but found it clearly labelled as insurance policy
3. I needed to search for it and found it only in the terms and conditions
4. No information on the insurance policy is available

Base: if J9 < 4

Related to item 9.2 Annex 1

J10. [Single Response]

To what extent did you perceive information about the insurance policy / insurance terms and conditions as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: if J1 = 1

J11. [Single Response]

Does the standard insurance cover the legal liability of the driver for damage inflicted to third parties?

1. Yes
2. No
3. No information found on this topic

Base if J1 = 1

J12. [Single Response]

Does the standard insurance cover any damages to the rented car and/or theft of the rented car?

1. Yes
2. No
3. No information found on this topic

Base: if J1 = 1

J13. [Single Response]

Is it stated whether certain damages are excluded from the standard damage insurance (e.g. damage to windscreens)?

1. Yes
2. No
3. No information found on this topic

K. Contract performance

Base: all

K1A. [Single Response]

Are you expected to sign/accept the rental contract?

1. Online when booking
2. Offline upon arrival at the pick – up point
3. No information given on when the contract is to be signed

Base: if K1A=1

K1B. [Single Response]

Is the contract shown and downloadable?

1. Yes
2. Shown, but not downloadable
3. Not shown or downloadable
4. I am not shown the contract on the website, but it is e-mailed to me.

Base: all

K2A. [Single Response]

Can you find explicit information about when your contract ends? We are not interested in a specific date/time, but rather in what actions you need to take after which your rental of the car is considered ended (meaning you have no responsibilities or rights over the car anymore). This could be for instance bringing back the car to a specific location, dropping of the keys, signing termination confirmation, paying remaining costs or fees, etc.

1. Yes
2. No

Base: if K2A = 1

K2B. [Single Response]

Can you find information about what the consequences are if you do not take the actions needed to end the contract?

1. Yes – The contract is extended automatically
2. Yes – I need to pay a fee
3. No – It's not clear what happens if I don't do this

Base: if K2A = 1

Related to item 10.1 Annex 1

K2C. [Single Response]

To what extent did you perceive the information about the end of the contract about possible as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: all

K4A. [Multiple response]

Is information on cancellation and/or early termination available? Please select all that apply.

1. Yes, information is provided on cancellation (i.e. cancelling before picking up the car)
2. Yes, information is provided on early termination (i.e. terminating the rental contract early by bringing back the car early)
3. No [SCRIPTER: Single response]

Base: if K4A = 1

Related to item 10.2 Annex 1

K4B [Single Response]

Is it stated explicitly that there is no right to cancel?

1. Yes
2. No

Base: if K4A < 3

Related to item 10.2 Annex 1

K5 [Single Response Grid]

Does the information on cancellation and/or early termination mention any charges?

Rows:

1. Cancellation (IF K4A_1=1)
2. Early termination (IF K4A_2=1)

Columns:

1. Yes, it is clearly mentioned how these charges are calculated
2. Yes, it is mentioned that there could be charges, but it is not explained how these are calculated
3. Yes, it is mentioned that there could be charges, but it is only partially explained how these are calculated
4. There is no mention of charges or how they are calculated.

Base: if K4A < 3

Related to item 10.1 Annex 1

K6. [Single Response Grid]

To what extent did you perceive this information about the termination and/or cancellation as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

Rows:

1. Cancellation (IF K4A_1=1)
2. Early termination (IF K4A_2=1)

Columns:

1. Very unclear
2. Somewhat unclear

3. Somewhat clear
4. Very clear

Base: if K4A < 3

Related to item 10.1 Annex 1

K7. [Single Response]

At which point in time during the booking process is the cancellation and/or termination information mentioned?

If this information is mentioned in a separate document/place like the Terms & Conditions or a pop-up, please take the point in time at which you could first access this.

1. At the very beginning of the booking process, meaning immediately after you selected a car to start booking it.
2. At the very end of the booking process, at the final booking page or right before that
3. In between

Base: if K4A < 3

Related to item 10.1 Annex 1

K8. [Single Response]

Do the terms and conditions of the intermediary (or the car rental company) contain terms that impose important penalties in case of a breach of contract of the consumer?

1. Yes
2. No
3. No such information could be retrieved on the website or in the documents consulted

Base: all

Related to item 10.3 Annex 1

K9. [Single Response]

To what extent were you provided with information about how to complain in the event of a problem in a clear and comprehensible, non-ambiguous and intelligible way? Meaning that you know whom to address your complaint to. You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear
5. No such information could be retrieved on the website or in the documents consulted

Base: all

K10. [Single Response]

Does the car rental intermediary/company reserve the right to unilaterally replace the car shown during booking by a different car (e.g. a different brand or a different type from the same brand), with or without a 'valid reason'?

1. Yes, it can replace the car shown only if there is a valid reason
2. Yes, it can replace the car shown without the need for a valid reason
3. No such information could be retrieved on the website or in the documents consulted

L. Vehicle damage

Base: all

L1. [Single response]

Were you informed that you should inspect the car at pick-up and that a report listing the existing damage and scratches will be used as evidence?

1. Yes
2. No

Base: all

L2. [Single response]

Were you informed how to call in damage or problems if something would happen to the car during the renting period?

1. Yes
2. No

Base: L2 = 1

Related to item 11.2 Annex 1

L3. [Single response]

To what extent did you perceive this information on how to call in damage or problems in case something would happen to the car during the renting period clear? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: L2 = 1

Related to item 11.1 11.3; 11.4 and 11.7 Annex 1

L4. [Single response grid]

Which information is provided? You may select multiple answers.

Rows:

1. That any inspections by third parties may be necessary in case of damage after the return of the car.
2. That it is important to be present at the post-rental inspection of the car
3. That there may be costs related to these inspections.
4. That evidence will be presented by the car rental company in case of damage.
5. How damage will be assessed.
6. That an estimation of the repair costs will be provided.
7. That there is a procedure to contest the damage assessment before being charged
8. That there is a limited timeframe (less than 10 days) to contest the damage assessment.
9. The overall rights to challenge the assessment of the damage and repair cost
10. The amount of the compensation for any damage (could be small or larger)
11. How to contest liability if the damage is caused by a third party
12. How to contest liability if the car is stolen
13. That there will be consequences of not being present at the post-rental inspection

Columns

1. Information provided
2. Information not provided

Base: if any of L4_1 through L4_13 = 1

Related to item 11.5 Annex 1

L9. [Single response]

To what extent do you perceive that the risks caused by vehicle damage or theft are inappropriately transferred to the consumer? You may answer with a score between 1 and 4, whereby 1 means "very inappropriate" and 4 "very correct".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very inappropriate
2. Somewhat inappropriate
3. Somewhat correct
4. Very correct

Base: all

Related to item 11.6 Annex 1

L10. [Single response]

How, if at all, are you informed that compensation for damages will be withdrawn automatically from your credit card?

1. There is a text that states this
2. There is a text that states and there is a tick box to confirm acknowledgement that I need to tick
3. There is a text that states and there is a tick box to confirm acknowledgement **that is already preselected**
4. There is a button that states this (and by clicking it I confirm my acknowledgement)
5. There is no such mention

N. Booking process

Base: all

Related to item 4.2 Annex 1

N1. [Single Response]

We want to understand the booking process. In what way are you requested to acknowledge that the booking implies an obligation to pay?

Mystery shopper instruction: The wording may differ from website to website

1. There is a text that states this
2. There is a text that states and there is a tick box to be selected to confirm acknowledgement
3. There is a text that states and there is a tick box pre-selected to confirm acknowledgement
4. There is a button that states this (*Mystery shopper instruction: such a button could just say "pay" or "continue and pay"*)
5. There is no such mention

Base: IF N1 < 5

Related to item 4.2 Annex 1

N2. [Info]

Please take a screenshot of the text/button that asks to acknowledge payment obligation and save it in a separate folder.

Please make sure you select the website you are visiting and check if the title tab in chrome includes the website address. Press Alt+ PrtScn to take a screenshot.

Select the first option "save as" and add the website address manually to the screenshot name **as well as the question number N1** . Also leave date and time in the screenshot name.

Base: all

Related to item 4.2 Annex 1

N3. [Single Response]

To what extent did you perceive this acknowledgement that the booking implies an obligation to pay listed in question N1 as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

O. Price

Base: all

Related to item 4.1; 5.1; 6.2 Annex 1

O1. What is the total booking price for the car you selected?

Mystery shopper instruction: if any fees applicable for your booking (e.g., an airport pickup charge or an age-related fee) are mentioned separately, make sure to add these to the booking price, so that the price you indicate here includes everything.

1. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

2. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: all

O1_screenshot [info]

Please take a screenshot of the page that shows the total booking price and save it in a separate folder.

Please make sure you select the website you are visiting and check if the title tab in chrome includes the website address. Press Alt+ PrtScn to take a screenshot.

Select the first option "save as" and add the website address manually to the screenshot name as well as the question number O1 . Also leave date and time in the screenshot name.

Base: all

Related to item 4.1; 5.1; 6.2 Annex 1

O2. [Single Response]

How was the total price of your booking displayed?

Mystery shopper instruction: The wording may differ from website to website

1. A clear sum (=total amount) including all options and fees/surcharges
2. No clear sum (=total amount) but only separate amounts that I had to add myself to find out the total price
3. A clear sum (=total amount) that clearly states that it does not include all options and fees/surcharges that are applicable (which may be paid locally at time of pick-up, or separately)
4. Unclear what is included in the total amount displayed and what needs to be possibly paid in fees/surcharges

Base: all

Related to item 4.1 and 5.1 Annex 1

O3. [Single Response]

To what extent did you perceive total price displayed as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: all

Related to item 4.1 and 5.1 Annex 1

O4. [Single Response]

How is the total price shown during the booking process?

1. I am shown an initial (base) booking price at the beginning of the booking process, and the total booking prices (with all charges included) only at the very end of the booking process – without any updates in between.
2. I am shown an initial (base) booking price at the beginning of the booking process, and this price is updated immediately throughout the booking depending on the options chosen in the course of the process
3. I am shown an initial (base) booking price at the beginning of the booking process, and this price is updated at intermediate points during the process before the very end, but not always immediately when options are chosen.

Base: all

Related to item 6.1 Annex 1

O5. [Single Response]

Was there an indication of an extra fee (surcharge) that was linked to an airport as pick up / drop off location?

1. Yes, it was indicated that a fee was included in the price, but I could not find the exact fee
2. Yes, and I could retrieve the exact fee
3. No

Base: if O5 = 1 OR O5 = 2

Related to item 6.1 Annex 1

O6. [Single Response]

Was this explicitly mentioned as a separate item in the price composition? This may either be directly in the price table or if you click on an information button clearly visual in the vicinity of this pricing table.

Mystery shopper instruction: if you only found this information when reading T&C's or another document, you should answer "no" here.

1. Yes, directly in the price table
2. Yes, but only after clicking on an info button
3. No

Base: if O5 = 1 OR O5 = 2

Related to item 7.3 Annex 1

O7. [Single Response]

Were you requested to consent to this extra fee?

1. Yes, I needed to tick a box to give my consent
2. Yes, a box was pre-ticked but I could remove the tick

3. Yes, a box was pre-ticked and I could not remove the tick
4. Yes, it was mentioned in the text (e.g. you give consent when you book the car)
5. No

Base: if O5 = 2

O8. What was the amount of the fee related to airport as pick up / drop off location?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

P. Deposit / pre-authorisation

Base: all

Related to item 5.2 Annex 1

P1. [Single Response]

Did you find information on the deposit / pre-authorisation of your debit/credit cards during the period of renting (i.e. the amount that needs to be held as a deposit during the time period you have the car)?

1. Yes, I was given the exact amount
2. Yes, I was given an indication of that amount
3. Yes, although it was not provided to me proactively, I could retrieve an exact amount in the information available
4. Yes, although it was not provided to me proactively, I could retrieve an indication of the amount in the information available
5. I was informed that a deposit needs to be / pre-authorisation needs to be paid, but I did not find any information about the amount.
6. No information at all was given or found related to this topic

Base: all

Related to item 5.2 Annex 1

P2. [Multiple Response]

Did you find information on requirements or restrictions related to the deposit / pre-authorisation of your debit/credit cards during the period of renting? Multiple responses are possible.

1. Yes, only a credit card is accepted for the deposit / pre-authorisation
2. Yes, the debit/credit card needs to be in the name of the driver
3. Yes, the debit/credit card needs to be valid for at least one month after the period of renting
4. Yes, only certain credit cards are accepted (e.g. VISA, Mastercard / some credit cards are not accepted (e.g. American Express)
5. Yes, other: [Open answer]
6. No [Scripter: single response]

Base: if P1 < 6

P3. [Single Response]

Did you find an indication on when this amount needs to be paid/withdrawn or held on your debit/credit card?

1. Yes, it will be withdrawn upon booking/reservation
2. Yes, but it will only be withdrawn upon pick up of the car
3. Yes, but it will only be withdrawn shortly before picking up the car (e.g., one week before)
4. No information was given or found related to this topic

Base: if P1 < 6

P4. [Multiple Response]

Did you find an indication of the purpose(s) of the deposit/pre-authorisation?

1. Yes, it can be used for damages and/or fuel charges
2. Yes, it can be used for other charges
3. No, it is not restricted to certain purposes [Scripter: single response]
4. No information was given or found related to this topic [Scripter: single response]

Base: if P1 < 6

Related to item 5.2 Annex 1

P5. [Single Response]

To what extent did you perceive information on the deposit or pre-authorisation of your debit/credit cards clear, comprehensible, non-ambiguous? You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: if P1 < 6

Related to item 5.3 Annex 1

P6. [Single Response]

Where did you find this information on the deposit or pre-authorisation of your debit/credit cards?

1. The information was readily available on the page, without opening another link. This can be either a box that appears on the screen proactively or a direct mention on the booking website.
2. I needed to search for it but found it on the website
3. I needed to search for it and found it only in the terms and conditions

Base: if P1 < 6

Related to item 5.3 Annex 1

P7. [Single Response]

Did you feel you were given sufficient opportunity to read the information on the deposit or pre-authorisation of your debit/credit cards before signing the contract?

1. Yes, I could read them any time I wanted, and it did not disappear after some time elapsed or after I moved to the next page of the booking process
2. I could not go back to this information at a later point or after a certain time this information disappeared

Base: if P1 = 1 or P1 = 3

P8. What was the amount?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: if P1 < 5

Related to item 4.1 and 5.1 Annex 1

P9. [Single Response]

At which point in time during the booking process is the amount of the deposit mentioned?

If this information is mentioned in a separate document/place like the Terms & Conditions or a pop-up, please take the point in time at which you could first access this.

1. At the very beginning of the booking process, meaning immediately after you selected a car to start booking it.
2. At the very end of the booking process, at the final booking page or right before that
3. In between

Base: if P1 < 5

Related to item 4.1 and 5.1 Annex 1

P10. [Single Response]

Were you requested to consent to the deposit/pre-authorisation?

1. Yes, I needed to tick a box to give my consent
2. Yes, a box was pre-ticked but I could remove the tick
3. Yes, a box was pre-ticked and I could not remove the tick
4. Yes, it was mentioned in the text (e.g. you give consent when you book the car)
5. No

Q. Payment for booking the car

Base: all

Related to item 5.6 and 5.7 Annex 1

Q1. [Multiple Response]

Earlier on we have asked you about the deposit and pre-authorisation. Now however we would like to focus on the actual payment to book the car.

For which payment methods is the consumer charged extra? Please select all that apply.

1. Debit card
2. Credit card
3. Pre-paid credit cards
4. Bank transfer
5. Other 1 [Open answer]
6. Other 2 [Open answer]
7. Other 3 [Open answer]
8. None of these [Single response]
9. I could not find information about this [Scripter: single response]

Base: all

Related to item 10.2 Annex 1

Q2. [Single Response]

To what extent were you provided with information about the arrangements for payment in a clear and comprehensible, non-ambiguous and intelligible way? Meaning that with that information you understand when you have to make the payment, where and whether it has to be done in one go or can be done in instalments. You may answer with a score between 1 and 4, whereby 1 means very "unclear" and 4 very "clear".

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear
5. No such information could be retrieved on the website or in the documents consulted

M. Closure

Base: all

M1. [Multiple response]

Which documents did you have to consult to retrieve all of the above information (meaning section A to Q)?

1. Terms & conditions of the intermediary. Please copy its URL here: [Open answer]
2. Terms & Conditions of the car rental company. Please copy its URL here: [Open answer]
3. Fuel policy of the intermediary. Please copy its URL here: [Open answer]
4. Fuel policy of the car rental company. Please copy its URL here: [Open answer]
5. Insurance policy. Please copy its URL here: [Open answer]
6. Other 1. Please copy its URL here: [Open answer]
7. Other 2. Please copy its URL here: [Open answer]
8. Other 3. Please copy its URL here: [Open answer]

Base: all

M2. [Single Response Grid]

For each of the documents that you had to consult, can you indicate whether the URL of the ...

Rows:

1. Terms & conditions of the intermediary (IF M1_1=1)
2. Terms & Conditions of the car rental company (IF M1_2=1)
3. Fuel policy of the intermediary (IF M1_3=1)
4. Fuel policy of the car rental company (IF M1_4=1)
5. Insurance policy (IF M1_5=1)
6. Other 1: (Scripter: show URL from M1_6) (IF M1_6=1)
7. Other 2: (Scripter: show URL from M1_7) (IF M1_7=1)
8. Other 3: (Scripter: show URL from M1_8) (IF M1_8=1)

Columns:

1. Opened as a pop up on the intermediary website
2. Opened as a pop up but not on the intermediary website
3. Opened in a new page but was linked still to the intermediary website, having the part of the url identical
4. Opened in a new page, completely separate from the intermediary website

Base: all

M3. [Single Response Grid]

For each of the documents that you had to consult, can you indicate whether the URL was referenced on its own or was referred to in another document?

Mystery shopper instruction: Please do read again the briefing document [SCRIPTER: please make sure briefing instructions are a clickable URL] if you are unsure about the difference, a clear example is given there by means of a picture.

Rows:

1. Terms & conditions of the intermediary (IF M1_1=1)
2. Terms & Conditions of the car rental company (IF M1_2=1)
3. Fuel policy of the intermediary (IF M1_3=1)
4. Fuel policy of the car rental company (IF M1_4=1)
5. Insurance policy (IF M1_5=1)
6. Other 1: (Scripter: show URL from M1_6) (IF M1_6=1)
7. Other 2: (Scripter: show URL from M1_7) (IF M1_7=1)
8. Other 3: (Scripter: show URL from M1_8) (IF M1_8=1)

Columns:

1. Referenced on its own
2. Referred to in another document

Base: all

M4. [Single Response Grid]

For each of the documents that you had to consult, can you indicate whether they are drafted by the car rental intermediary, the car rental company or to another party?

Mystery shopper instruction: Please do read again the briefing document [SCRIPTER: please make sure briefing instructions are a clickable URL] if you are unsure about the difference, a clear example is given there by means of a picture.

Rows:

1. Terms & conditions of the intermediary (IF M1_1=1)
2. Terms & Conditions of the car rental company (IF M1_2=1)
3. Fuel policy of the intermediary (IF M1_3=1)
4. Fuel policy of the car rental company (IF M1_4=1)
5. Insurance policy (IF M1_5=1)
6. Other 1: (Scripter: show URL from M1_6) (IF M1_6=1)
7. Other 2: (Scripter: show URL from M1_7) (IF M1_7=1)
8. Other 3: (Scripter: show URL from M1_8) (IF M1_8=1)

Columns:

1. Intermediary name is on the top of the document
2. Car rental company name is on the top of the document
3. Another name is on the top of the document. Please insert that companies' name [Open answer]
4. It is unclear whether the document is in reference to the intermediary, car rental company or another party

Base: all

Related to item 1.2 Annex 1

M5. [Multiple Response Grid]

How would you describe the language of each of those documents? You may tick multiple options per document.

Rows:

1. Terms & conditions of the intermediary (IF M1_1=1)
2. Terms & Conditions of the car rental company (IF M1_2=1)
3. Fuel policy of the intermediary (IF M1_3=1)
4. Fuel policy of the car rental company (IF M1_4=1)
5. Insurance policy (IF M1_5=1)
6. Other 1: (Scripter: show URL from M1_6) (IF M1_6=1)
7. Other 2: (Scripter: show URL from M1_7) (IF M1_7=1)
8. Other 3: (Scripter: show URL from M1_8) (IF M1_8=1)

Columns:

1. Clear, understandable
2. Applicable to the country where the car will be rented
3. Some sections are in another language than [SCRIPTER: INSERT LanguageSample] or English
4. Mix of small font size and normal font size

Base: all

M6. [Open end]

Were there any other points that caught your attention during the assessment that you would like to share to us? Please write up your comment in English.

STUDY ON THE COMPLIANCE OF THE CAR RENTAL INTERMEDIARIES' ONLINE SERVICES WITH THE REQUIREMENTS OF THE EU LEGISLATION

R. CHANGE SETTINGS (scenario's)

Base: IF checkbox 'I could only choose a non-airport location' is NOT checked in B7_sameloc AND B7_differentloc

R1. [Info]

You will now need to change, one by one, some of the parameters you have entered at the start of/during the booking.

Note: you only need to change those on the website(s), not in the questions of this assessment sheet! Please change the parameters on the website and then respond to the questions below.

Base: all

R2. [Single Response]

Please now select the option to add an **additional driver**.

Mystery shopper instruction: to change to adding an additional driver you may need to go back the start screen. Apart from adding an additional driver, keep all the other parameters exactly the same as they were. You may need to enter them again as well.

1. I was able to add an additional driver
2. I can't choose to add an additional driver

Base: IF R2 = 1

R3. Select the same offer as before (identical car)

Mystery shopper instruction: this offer should thus have the same car rental company, car brand, car type, car size, fuel type (if mentioned), gear type (if mentioned), presence of air-conditioning (or not) (if mentioned).

What is the total booking price?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: IF R2 = 1

R3_screenshot [info]

Please take a screenshot of the page that shows the total booking price and save it in a separate folder.

Please make sure you select the website you are visiting and check if the title tab in chrome includes the website address. Press Alt+ PrtScn to take a screenshot.

Select the first option “save as” and add the website address manually to the screenshot name as well as the question number R3 . Also leave date and time in the screenshot name.

Base: IF R2 = 1

R4. [Single Response]

Was an extra fee (surcharge) related to having an additional driver explicitly mentioned (as a separate item) in the price composition? This may either be directly in the price table or if you click on an information button clearly visual in the vicinity of this pricing table.

Mystery shopper instruction: if you only found this information when reading T&C's or another document, you should answer “no” here.

1. Yes, directly in the price table
2. Yes, but only after clicking on an info button
3. No

Base: if R4 < 3

R5. What was the amount of this fee related to having an additional driver?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single Response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: if R4 < 3

R6. [Single Response]

Were you requested to consent to this extra fee?

1. Yes, I needed to tick a box to give my consent
2. Yes, a box was pre-ticked but I could remove the tick
3. Yes, a box was pre-ticked and I could not remove the tick
4. Yes, it was mentioned in the text (e.g. you give consent when you book the car)
5. No

Base: if R4 < 3

R7. [Single Response]

To what extent did you perceive this information about the fee as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very “unclear” and 4 very “clear”.

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: all

R8. [Open text box]

Did anything else catch your attention, for instance other changes, when you changed to add an additional driver?

[Scripter: insert check box 99. 'I was not able to find the same car as in the base scenario']

Base: all

R9. [Single response]

Change the settings on the intermediary website back to only having one driver (i.e. make sure you no longer have the additional driver selected) and select the same offer (identical car) you selected the first time. Please change now the insurance into an extended option (compared to the basic option).

1. I was able to choose an extended option
2. I could not choose an extended option

Base: IF R9 = 1

R10. What is the total booking price?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: IF R9 = 1

R10_screenshot [info]

Please take a screenshot of the page that shows the total booking price and save it in a separate folder.

Please make sure you select the website you are visiting and check if the title tab in chrome includes the website address. Press Alt+ PrtScn to take a screenshot.

Select the first option “save as” and add the website address manually to the screenshot name as well as the question number R10 . Also leave date and time in the screenshot name.

Base: IF R9 = 1

R11. [Single response]

Was an extra fee (surcharge) related to the extended insurance option mentioned as a separate item in the price composition? This may either be directly in the price table or if you click on an information button clearly visual in the vicinity of this pricing table.

Mystery shopper instruction: if you only found this information when reading T&C's or another document, you should answer “no” here.

1. Yes, directly in the price table
2. Yes, but only after clicking on an info button
3. No

Base: if R11 < 3

R12. [Single response]

Were you requested to consent to this extra fee?

1. Yes, I needed to tick a box to give my consent
2. Yes, a box was pre-ticked but I could remove the tick
3. Yes, a box was pre-ticked and I could not remove the tick
4. Yes, it was mentioned in the text (e.g. you give consent when you book the car)
5. No

Base: if R11 < 3

R13. What was the amount of this fee related to the extended insurance option?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

97. The charge/fee is not specified

Base: if R11 < 3

R14. [Single response]

To what extent did you perceive this information about the fee for the extended insurance option as clear (comprehensible, non-ambiguous and intelligible)? You may answer with a score between 1 and 4, whereby 1 means very “unclear” and 4 very “clear”.

Mystery shopper instruction: We do are interested in your personal opinion for this question, so this is a subjective answer.

1. Very unclear
2. Somewhat unclear
3. Somewhat clear
4. Very clear

Base: all

R15. [Open text box]

Did anything else catch your attention, for instance other changes, when you changed the insurance option?

[Scripter: insert check box 99. 'I was not able to find the same car as in the base scenario']

Base: If "I could only choose a non-airport location" is NOT checked in B7_sameloc AND B7_differentloc

R16. [Single response]

Change the insurance again into the basic option you had at the start and select the same offer (identical car) you selected the first time.

Please change the pick-up location into the capital city (but not the city centre) of the pick up country. The drop off location should be the same as the pick up location.

Mystery shopper instruction: to change the pick up location you may need to go back the start screen. Apart from the pick up and drop off location, keep all the other parameters exactly the same as they were. You may need to enter them again as well.

1. I was able to change the location to the city
2. I can only choose an airport location, not the city

Base: IF R16 = 1

R17. Select the same offer as before (identical car)

Mystery shopper instruction: this offer should thus have the same car rental company, car brand, car type, car size, fuel type (if mentioned), gear type (if mentioned), presence of air-conditioning (or not) (if mentioned).

What is the total booking price?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: IF R16 = 1

R17_screenshot [info]

Please take a screenshot of the page that shows the total booking price and save it in a separate folder.

Please make sure you select the website you are visiting and check if the title tab in chrome includes the website address. Press Alt+ PrtScn to take a screenshot.

Select the first option "save as" and add the website address manually to the screenshot name as well as the question number R17 . Also leave date and time in the screenshot name.

Base: all

R17B. [Open text box]

Did anything else caught your attention, for instance other changes, when you changed the pick up and drop off location?

[Scripter: insert check box 99. 'I was not able to find the same car as in the base scenario']

Base: all

R18. [Single response]

Change the pick up location back to the airport setting you indicated at the start of your assessment and select the same offer (identical car) you selected the first time. Please change now the age of the driver into 21 years.

Mystery shopper instruction: to change the age of the driver you may need to go back the start screen. Apart from age of driver, keep all the other parameters exactly the same as they were. You may need to enter them again as well.

You may not be able to indicate the exact age of the driver but indicate an age range. The age range you select then needs to include the age of 21 years.

1. I was able to put the driver's age at 21
2. There were no offers when I changed the age to 21
3. I wasn't asked to give the driver's age

Base: R18 = 1

R19. [Info]

Select the same offer as before (identical car)

Mystery shopper instruction: this offer should thus have the same car rental company, car brand, car type, car size, fuel type (if mentioned), gear type (if mentioned), presence of air-conditioning (or not) (if mentioned).

Base: R18 = 1

R20. What is the total booking price?

- a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]
- b. Currency: [Single response]

1. EUR
2. GBP
3. PLN
4. HRK
5. CZK
6. DKK

7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: IF R18 = 1

R20_screenshot [info]

Please take a screenshot of the page that shows the total booking price and save it in a separate folder.

Please make sure you select the website you are visiting and check if the title tab in chrome includes the website address. Press Alt+ PrtScn to take a screenshot.

Select the first option "save as" and add the website address manually to the screenshot name as well as the question number R20. Also leave date and time in the screenshot name.

Base: all

Related to item 6.1 Annex 1

R21. [Single response]

Was there an indication of an extra fee (surcharge) that was linked to your age?

1. Yes
2. No

Base: if R21 = 1

Related to item 6.1 Annex 1

R22. [Single response]

Was this explicitly mentioned a separate item in the price composition? This may either be directly in the price table or if you click on an information button clearly visual in the vicinity of this pricing table.

Mystery shopper instruction: if you only found this information when reading T&C's or another document, you should answer "no" here.

1. Yes, directly in the price table
2. Yes, but only after clicking on an info button
3. No

Base: if R21 = 1

Related to item 7.3 Annex 1

R23. [Single response]

Were you requested to consent to this extra fee?

1. Yes, I needed to tick a box to give my consent
2. Yes, a box was pre-ticked but I could remove the tick
3. Yes, a box was pre-ticked and I could not remove the tick
4. Yes, it was mentioned in the text (e.g. you give consent when you book the car)
5. No

Base: if R21 = 1

R24. What was the amount of this age-related fee?

a. Price: [SCRIPTER: Numeric, min 1 digit, max 10 digits]

b. Currency: [Single response]

1. EUR

2. GBP
3. PLN
4. HRK
5. CZK
6. DKK
7. HUF
8. SEK
9. RON
10. BGN
11. ISK
12. NOK

Base: all

[SCRIPTER: Open text box]

R25. Did anything else catch your attention, for instance other changes, when you changed the age of the driver?

[Scripter: insert check box 99. 'I was not able to find the same car as in the base scenario']

Base: all respondents

Interviewer_ID. What is your ID?

End of assessment

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