

CMA Intelligence Report: Analysis of consumer contacts about car rental made to Citizens Advice during the period April 2012 to May 2014

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Executive summary

1. The Office of Fair Trading (OFT) and its successor organisation, the Competition and Markets Authority (CMA), analysed 2,683 contacts made by consumers (contacts) about car rental to the Citizens Advice consumer service between 1 April 2012 and 30 May 2014. In a number of cases, these consumer contacts identified more than one issue of concern in relation to the car rental experience. In total, the number of issues identified by the OFT/CMA from the contacts was 3,667. These issues were grouped into broad categories and the percentages presented in this annex relate to the number of issues falling into each category.

2. Based upon our analysis, the two most common consumer issues occurred at the end of, or after, the car rental period and were:
 - (a) issues over deposits, unauthorised payments taken and failure to refund (37%); and

 - (b) disputes over damage of the rental vehicle (19%).

3. The types of common consumer issues we have identified often relate to the alleged failure of the traders to be transparent during the entirety of the process, from the booking and pick-up of the rental car (transparency of pricing, additional charges, and key terms and conditions) through to the assessment of vehicle damage and the debiting of customers' pre-authorised payment cards. In some instances, the reported consumer experiences may also raise potential issues about business practices and the terms and conditions used by traders.

Methodology and key findings

4. As outlined above in the executive summary, the OFT and CMA analysed 2,683 contacts made by consumers about car rental to the Citizens Advice consumer service between 1 April 2012 and 30 May 2014. We undertook an initial analysis of the types of contacts made to Citizens Advice by consumers and devised a list of seven general categories to reflect the full spectrum of issues raised in those contacts. We then systematically worked through each contact to categorise them by these issue categories. Where a contact contained more than one issue, these were placed in more than one issue category. We added an 'other' category for contacts, or issues within contacts, that could not be assigned to one of the main categories.
5. The total number of issues identified from the contacts to Citizens Advice was 3,667. The findings reported below show the number and percentage of issues for each of the following seven categories:
 - Category A: Lack of clarity on the rental terms and conditions.
 - Category B: Price transparency concerns.
 - Category C: Fuel policy concerns.
 - Category D: Waiver/insurance concerns.
 - Category E: Disputes over vehicle damage.
 - Category F: Issues over deposits, unexplained payments taken and failure to refund.
 - Category G: Other.
6. We were interested to find out the most common issues of concern to consumers in their dealings with car rental companies. We do not assume that all concerns raised in the contacts are valid, or that in all circumstances the car rental company was at fault. Indeed, the Citizens Advice consumer

service normally only records the consumer's side of the story. In some cases the consumer may have unreasonable expectations, or have behaved unreasonably. However, the fact of the contact is important information for us, since this reveals where ordinary consumers are dissatisfied or perceive there to be problems, and thus where a solution may be required for the market to work better. We also acknowledge that the contacts may not necessarily show the full picture for a number of reasons. For example, some consumers with concerns may not contact Citizens Advice. For cross-border transactions, some consumers may be uncertain in any case as to whether to contact Citizens Advice or their equivalent in the country of rental. Some concerns may arise whilst the consumer is on holiday and the consumer may be less inclined to contact Citizens Advice on their return.

7. Table 1 below shows the number of issues grouped by category and illustrates the key areas of consumer concerns in this market, based on the Citizens Advice data. Contacts relating to issues over deposits, unauthorised payments taken and failure to refund (1,353) were the main areas of concern for consumers. Disputes over damage (698) was the second most common area of concern, and 'other' (645) was the third largest category.¹ These three areas of contact constituted 74% of relevant issues reported to Citizens Advice over the period.
8. The CMA also considered where in the 'customer journey' the issues reported by consumers may typically arise. Figure 1 below shows that 19% of issues raised within contacts may have arisen during the booking process, 7% related to issues that may have arisen at the point of picking up the rental car and 56% relate to the post rental stage.²

¹ Although, as noted in paragraph 4, the 'Other' category covered a multitude of issues that could not be assigned to one of the main issue categories.

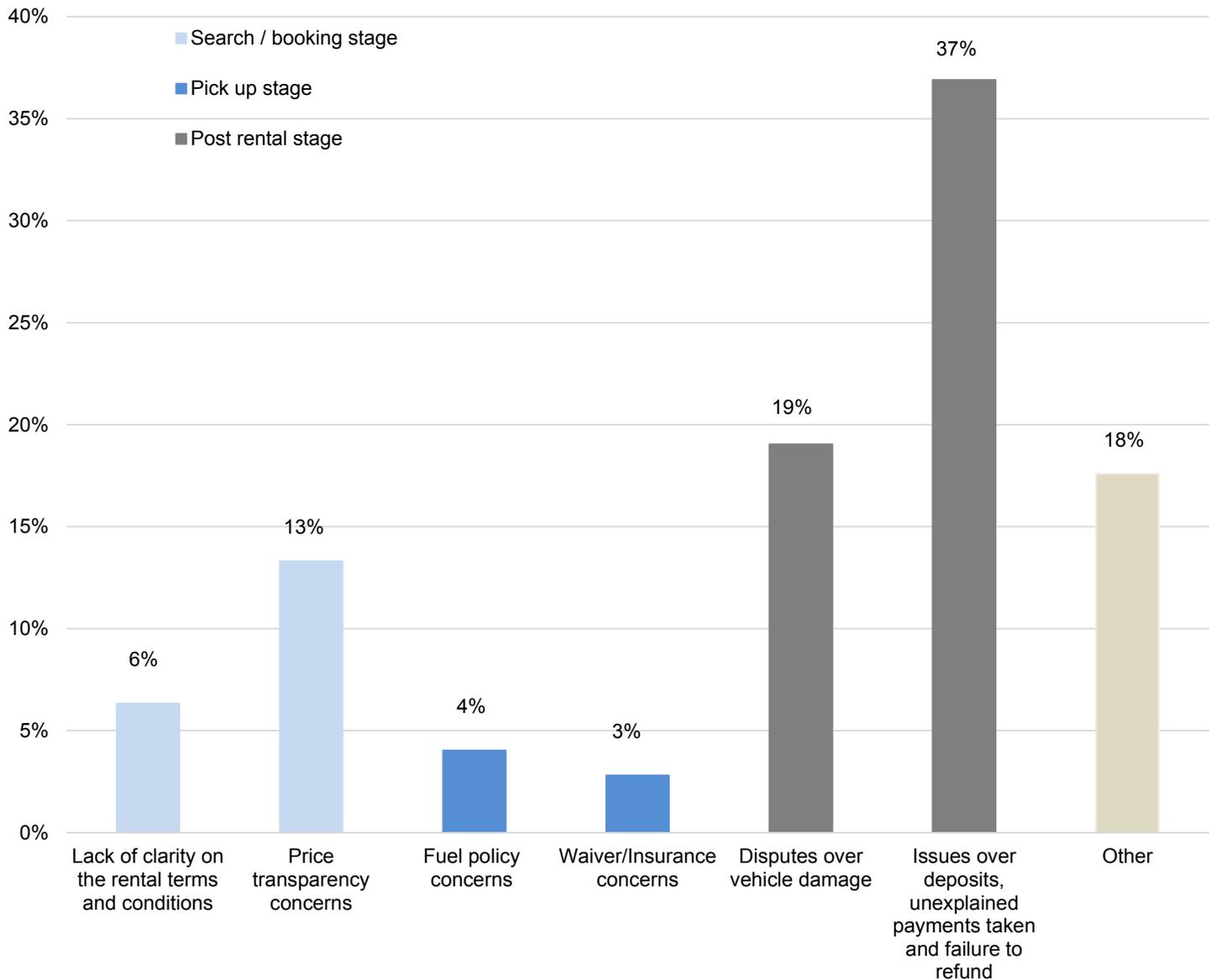
² Note that, whilst the CMA has considered where the type of issues reported under the seven categories would be typically likely to arise in the 'customer journey' we have not analysed each individual contact in detail to ascertain exactly where in the customer journey the issue arose.

Table 1: Contact categories, by issues raised

<i>Stage of the 'customer journey'</i>	<i>Contact categories</i>	<i>Number of reported issues</i>	<i>% of reported issues</i>
Search and booking	Lack of clarity on the rental terms and conditions	232	6
	Price transparency concerns	488	13
Pick-up	Fuel policy concerns	148	4
	Waiver/insurance concerns	103	3
Post-rental	Disputes over vehicle damage	698	19
	Issues over deposits, unexplained payments taken and failure to refund	1,353	37
Other	Other	645	18
Total		3,667	100

9. As shown in Figure 1 below, when assessing the issues raised in the contacts received by Citizens Advice, over half related to issues which arose after the rental vehicle had been returned. Just less than 20% of issues raised in the contacts related to the clarity of the terms and conditions or pricing which were provided during the booking process.

Figure 1: The seven issue categories, showing percentage of total issues and arranged by point in the customer journey



Source: CMA analysis of Citizens Advice Consumer Advice Service data 'Car Hire' 1/4/2012 – 30/05/2014.

10. To supplement and illustrate this statistical data we include in Section 3 below some examples of the types of issues raised within contacts recorded in the Citizens Advice data for each of the general issue categories. These are presented in the seven categories.

11. Consumers may make bookings for car rental both directly with car rental companies (that is, vehicle fleet providers) and indirectly through intermediaries (that is, brokers, travel companies, price comparison websites) who do not own fleets of rental vehicles but instead arrange the services of rental companies on behalf of the consumer. The consumer contacts recorded by Citizens Advice which we have analysed covered both fleet providers and intermediaries, although it is not always possible from the level of detail recorded to identify whether an issue arose with a fleet provider or an intermediary.

Detailed description of the seven issue categories and examples

12. This section contains anonymised examples of contacts recorded by Citizens Advice which are illustrative of the contacts within the ‘issue categories’. They represent the sorts of issues of most concern to consumers. These scenarios reflect anecdotal reports of consumers’ experiences with car rental businesses, brokers and intermediaries across the sector. Note that in all cases the facts stated are as reported by the consumer involved. The CMA has no reason to doubt their accuracy, but they have not been independently verified. The use of headings that refer to consumer issues/problems is for the purposes of categorisation only, and is not meant to indicate that any particular example of conduct necessarily involved breaches of consumer law. No view on the part of the CMA is to be inferred as to whether in any particular set of facts referred to involved a breach of law.

Category A: Lack of clarity on the rental terms and conditions

The lack of clarity on the rental terms and conditions means that contractual terms may not be disclosed, or key terms may not be sufficiently prominently highlighted, during the booking process and/or when the vehicle is picked-up. As a result, the consumer may only become aware of important terms and information too late in the process to inform their decisions or actions (for example, on pick-up or when they return the car).	No. of Issues	Percentage %
Background: Consumers booking a rental vehicle either directly through a company’s website or via an intermediary (such as a price comparison website or broker) may not have full sight of the applicable rental terms and conditions and may not be made sufficiently aware of the key rental terms.	232	6
Issues found in our analysis of the contacts: These included instances where the consumer booked through one company but was surprised by the fact that a different company ultimately supplied the vehicle. ³		

³ The terms and conditions applicable at the rental destination might be different to those of the company with whom the booking is made because the company providing the rental vehicle is different to the one they have booked with. This happens where the booking company sub-contracts the service out to a third party or acts as a

Consumers had in these cases typically not been made aware that the company supplying the vehicle might be a different and unassociated one. In addition, the terms and conditions of the company supplying the rental vehicle were typically only made available much later in the process (for example at the pick-up point), if at all. This is particularly problematic where the rental is conditional on driver eligibility or other conditions – for example passing a credit check or having a driving licence for a minimum period of time - but either the requirement, or the criteria to be applied, is not disclosed before booking.

In some cases consumers were required to sign rental agreements when picking up cars that incorporated rental terms that differed from terms or information they were given at the time of booking.

Other issues included ambiguity as to whether the company with whom the booking was made or a sub-contracted third party was liable for any remedies to the consumer should problems arise. Failure to make terms and conditions clear also contributed to other problems that consumers' reported, such as extra charges and failures to refund money. In some cases it was not made clear to the consumer what risks they were taking, such as where an intermediary did not pass on pre-paid rental charges to the car rental provider.

Category A examples

Anonymised contact examples from Citizens Advice include the following:

Terms and conditions not supplied

- A consumer booked a rental car online through an intermediary at a cost of £100. The intermediary's terms and conditions stated that there may be other terms by which the consumer would be bound, although these were not provided when the consumer made the booking. The consumer stated that the intermediary had failed to supply full terms and information prior to agreeing the booking.

broker or intermediary and refers the booking to a fleet provider. This typically occurs if a consumer uses a UK website to book hire of a car abroad.

Extra charges

- A consumer booked a rental car at the premises of a UK car rental company as part of a flight booking to Spain. The consumer paid £122 for the car rental and was informed that the amount paid would also cover any excess waiver. The consumer read the paperwork provided by the car rental company but could not identify the name of the company actually supplying the car. When the consumer arrived at the pick-up point, he was obliged to pay another charge for the excess waiver before the car would be provided. It was not made clear to the consumer that they would be bound by other terms and conditions and charges by the company supplying the vehicle.
- A consumer booked a rental car online via an intermediary for pick-up in Canada. On pick-up, the consumer incurred additional charges of \$100 for the car. The consumer felt misled by the intermediary as the extra charges were not mentioned when booking the car.

Prepayments, clarity about the contracting parties & insolvency

- An overseas consumer booked a rental car online through a UK based intermediary and made payments totalling over \$1,300. The consumer later received emails from two other intermediaries about the booking and payment details. The consumer contacted the intermediary he had booked through and complained that he had been overcharged and was unclear how he had contracted with three different companies for one car rental transaction. In addition, the terms and conditions by which the consumer was bound were different to the standard terms because the consumer was based overseas.
- A consumer rented a car online via an intermediary for pick-up from a UK airport. However, due to extremely bad weather conditions, he was unable to collect the car from the airport and had to cancel his holiday. The consumer contacted the car rental company to make it aware of this; it said it would not charge the consumer or intermediary due to the circumstances and the consumer should contact the intermediary to obtain a refund. However, the intermediary had not provided a refund to the consumer at the time the consumer contacted Citizens Advice. This appears to be an example where it was unclear whether the car rental company or the intermediary should be contractually liable for any refund.
- A consumer made a booking by telephone with an intermediary to rent cars in the United States and Spain at a cost of nearly £1,000. The intermediary did not pay the third party sub-contractor to provide the car to the consumer. The intermediary ceased trading and was not contactable.

Pre-conditions of car rental not disclosed

- A consumer arranged over the telephone to rent a car and paid over £200 using a credit card. At point of pick-up, the consumer was told that he could not take the car because he was required to hold a driving licence for at least one year but had only been driving for three months. The car rental company asserted that this was stated in its terms and conditions but the consumer claimed he had not been made aware of this, had not received any paperwork from the car rental company and could not access the contractual terms via the internet as he had no internet access. The car rental company refused to provide a car and the consumer was seeking a full refund.
- A consumer booked a rental car online from an intermediary. When he arrived to pick up the vehicle, he was informed that he needed two utility bills or a bank statement in addition to his photo ID and driving licence, to allow the car hire company to run a credit check on him. The consumer returned with a bank statement. The car rental company ran a credit check and informed the consumer that he had failed to pass it because he did not have enough direct debits; the company refused to give him the car or refund any of the money that he had paid. The car rental company told the consumer he would receive a refund from the intermediary via the booking website and the intermediary advised the consumer that the car rental company would provide a refund. At the time the consumer contacted Citizens Advice, neither company had provided a refund.
- A consumer booked a rental car online for six days for pick-up on holiday in Portugal. The consumer was informed on pick-up that he would need to pay a daily charge of €24 to cover the insurance excess. The consumer was concerned as this information was not disclosed upfront or in the car rental terms and conditions.
- A consumer rented a car online, printed off the voucher and went to pick up the car. At the pick-up point, he was told that he could not be given the car because he did not have a credit card in his name. The consumer said that this had not been explained, neither in the voucher nor in the car rental company's terms and conditions. The consumer said that he had been charged for three days' worth of rental, even though he had never used the car and had to rent another car on the spot which, given it was last minute, cost considerably more money.

Category B: Price transparency concerns

Drip pricing and sales practices: Consumers were not made aware of all the costs which they would be required to pay when reserving a rental vehicle and subsequently incurred additional charges when collecting the vehicle.	No. of Issues	Percentage %
<p>Background:</p> <p>Consumers, when booking a rental vehicle, may not be aware of the difference in prices between the headline price which is displayed to the consumer during the booking process and the final price paid by the consumer at the pick-up desk once mandatory or additional charges are included.</p> <p>Examples of some compulsory charges that may be excluded from the headline price are one way fees, age related surcharges, and premium location fees. Optional charges include charges for hiring satellite navigation, child seats, additional driver charges and excess waiver fees.</p> <p>Issues found in our analysis of the contacts:</p> <p>Consumers were aware of the headline price but not informed of the total price that they would have to pay, where this final price might be significantly different due to the addition of extra charges during the booking process.</p> <p>Consumers who booked and paid for a rental car and then incurred further charges at the pick-up point when collecting the vehicle, which had not been brought to their attention when making the booking.</p> <p>Consumers may be left with little option but to accept the additional charges and the higher final price from the car rental company, given that the additional charges may only become apparent at the pick-up stage (cancellation or making alternative arrangements may be difficult at that late stage).</p>	488	13

Category B examples

Anonymised contact examples from Citizens Advice include the following:

- A consumer booked a car for a one-way rental and agreed a price of over £130. When the consumer collected the car, he was informed that an additional charge of £55 for excess insurance would be applied to cover the cost of any

damage. This additional charge had not been mentioned at the time of booking nor in the contract. The car rental company told the consumer that he would also be liable for a £1,000 excess in the event of any damage caused by not taking out this insurance. As the consumer needed the car on the day, he agreed to pay the additional charge.

- A consumer booked a car online at a cost of nearly £700 for four weeks' rental. On pick-up, the consumer was told by the car rental company that an additional charge of £1,090 would apply. The car rental company explained that this increase was due to the consumer being under 25 years of age. The consumer had not been made aware at the time of booking that such a charge would apply. The consumer decided to cancel the agreement but had still not been reimbursed the initial deposit at the time of contacting Citizens Advice.
- A consumer rented a car at a price of nearly £250, including a child seat. When the consumer picked up the car, the car rental company advised that there would be an additional charge of £80 for the child seat. The consumer decided to cancel the agreement and was charged an additional £25 for cancellation.
- A consumer booked a rental car online and requested a one-way rental. The consumer was provided with details of the pick-up/drop-off points and read the relevant terms and conditions of the agreement. When the consumer picked up the vehicle, the car rental company said the consumer would have to pay a one-way fee which was more than the entire cost of renting the car. The consumer claimed that this had not been mentioned to him at the time of booking, nor was it within the car rental company's standard terms and conditions.
- A consumer booked a rental car online for pick-up at an airport. The booking cost included airport taxes. On pick-up, when the consumer checked the bill he found that airport tax had been charged separately as an additional cost. The consumer claimed that there was no reference to airport tax charges in the car rental company's terms and conditions.
- A consumer booked a rental car for collection in France. On returning the car, the consumer was charged a fee for cleaning the car. On contesting the fee, the consumer was advised that this was a mandatory charge for car rental in France.

Category C: Fuel policy concerns

Issues around policies and charges related to fuel surcharges	No. of Issues	Percentage %
	148	4
<p>Background:</p> <p>Car rental companies operate different policies on fuel surcharges, for example:</p> <p>Full–full tank policy: the vehicle is supplied with a full tank of fuel and must be returned with a full tank to avoid additional charges for the missing fuel.</p> <p>Full–empty tank policy: consumers purchase the first full tank of fuel when collecting the car and may return it with an empty fuel tank.</p> <p>Charge for actual fuel used: consumers are charged for the amount of fuel they actually use during the hire period.</p> <p>Issues found in our analysis of the contacts:</p> <p>The fuel policies described above may not always be transparent and can sometimes confuse consumers - for example, they may not be aware that they will need to pay for fuel at the pick-up point or that they should return the car with a full tank of fuel.</p> <p>Other issues may arise where the consumer disputes the fuel charges levied by the car rental company, which may appear to be higher than the local market rate for fuel and/or which may not appear to reflect the amount of fuel used. In some circumstances, where the tank is not returned empty there may be no refund for the unused fuel.</p>		

Category C examples

Anonymised contact examples from Citizen's Advice include the following:

Lack of transparency of fuel charges

- A UK consumer booked a rental car in Ireland for £400. At pick-up, the car rental company told the consumer that an additional charge of over €400 would be applied for the cost of fuel and a deposit. These had not been advised to the

consumer at the time of booking. The consumer had no choice but to pay the additional charges as she needed the car at this time.

Full–empty tank policy

- The car rental company supplied the vehicle with a full tank of fuel, telling the consumer to return it with an empty tank. The consumer questioned this, stating that he would never use a full tank of 58 litres of fuel since he would then risk running out of fuel and having to be towed to the drop-off point. The consumer also contended that he was being charged a premium amount for the fuel by the car rental company (10p per litre above the market value).
- A consumer rented a car from a UK car rental company to use whilst on holiday in Spain. After returning to the UK, she discovered that her credit card had been charged an additional £100. When she queried this with the car rental company, she was told that this payment was to cover fuel. The consumer contended that she had returned the car with a full tank of petrol even though the terms and conditions stated that the car should be returned empty.

Full–full tank policy

- A consumer rented a car which came with a full tank of fuel and was to be returned with a full tank. The consumer only drove for 67 miles and returned the car without topping up the tank with fuel, knowing that he would be billed for the ‘missing’ fuel. The consumer calculated that he should have been charged a maximum of 7 litres (working from the manufacturer’s MPG fuel consumption figures) but was billed for 13 litres of fuel.
- A consumer rented a car for two days for £124.99. On returning the car, the consumer had forgotten to fill up the fuel tank and was consequently charged £130.68. The consumer felt this penalty charge for fuel was excessive and did not reflect the charges for fuel specified on the car rental company’s terms and conditions.

Charges for actual fuel used

- A consumer rented a car for one day. He was told he would be charged £41 as a reserve amount and would then only be charged for any fuel he actually used – he calculated this to be £1.35 per litre. He drove just over 50 miles and returned the car a few hours after picking it up. Subsequently, his credit card was charged £35 for fuel. He was advised that the fuel was charged at £2.60 a litre and that he had driven over 120 miles. Despite emailing the company a number of times to complain, he had not received a substantive response or a refund.

Category D: Waiver/insurance concerns

The coverage of waiver and insurance products are not clearly explained to consumers. Consumers might also feel pressured to buy such products when they do not necessarily require them.	No. of Issues	Percentage %
	103	3

Background:

Consumers may be offered a number of insurance and waiver products when booking and/or picking up a rental car; for example:

- **Collision Damage Waivers (CDW)** and **Loss Damage Waivers (LDW)** – these are contractual terms that waive the hire company’s rights to claim compensation from the consumer for loss of, or damage to, the rented vehicle while it is in the consumer’s possession. These waivers are often included in the rental package for the headline rental charge. However, in some cases car hire companies may charge a separate additional amount to provide a waiver. The waiver typically includes a substantial excess for which the consumer is still liable if a loss event occurs – for example, £1,000.

- **Theft protection** to limit the amount the customer is responsible for in the event the vehicle is stolen.

- **Excess Reduction**: an optional product offered for an additional charge that further reduces the customer’s liability (the excess) for damage.

These waivers may be offered by the car rental companies themselves, but there are alternative protection products sold by third parties such as intermediaries (for example, brokers and/or travel companies), or other specialist third parties who sell stand-alone insurance (for example, excess reimbursement insurance and annual policies).

The waivers offered by car rental companies are in the nature of an add-on to the rental agreement whereas those offered by intermediaries and third parties are **insurance** products (in which case if the consumer experiences a loss or damage event, the consumer must pay the rental company the amount for which they are liable and separately claim this back from the insurer).

Issues found in our analysis of the contacts:

Lack of information/transparency about what is covered and major exclusions:

The waiver/insurance cover might only be presented, or become apparent, at the pick-up desk when the consumer is often in a hurry and might not have adequate opportunity to make an informed decision. Damage to the roof or upper part of the vehicle, to the tyres, windscreen, or the undercarriage might not be covered at all.

Unwanted insurance/waiver products added to the booking:

The consumer either did not request it (that is, it was included in the small print of the rental agreement and not drawn to the consumer's attention) or was told/given the impression that they were obliged to purchase it (that is, it was added to the rental price at the end of the booking or the consumer was told at the pick-up desk that they had to purchase it). The product might be inadequate, or it might be unnecessary – for example, where the consumer already holds sufficient insurance cover such as an annual car rental insurance or excess reimbursement policy.

Consumers ending up being 'double insured':

The consumer might end up buying similar 'insurance' cover both from an intermediary and the car rental company (for example, because they are confused about the terminology of 'insurance' and 'waivers').

Disputes over whether damage was due to misuse/negligence of the customer:

If the vehicle damage was deemed to be due to the consumer's negligence or misuse, this might not be covered (for example, if clutch damage was deemed to be due to driver misuse). In some instances consumers have disputed that they caused the damage or the alleged extent of the damage; for example, where the vehicle may have been faulty when picked up.

Category D examples

Anonymised contact examples from Citizens Advice include the following:

Exclusions/limitations not made clear

- A consumer purchased excess waiver insurance when renting a car as he was told by the car rental company that this would exempt him from liability for any car damage. When the consumer returned the car to the car rental company, he was told that he would be liable for damage caused to the clutch. The consumer queried this since he had reported the clutch problem to the company and had been told the car was fine to drive, and in addition he had bought the excess waiver insurance. The car rental company advised the consumer that the insurance did not cover clutch damage and reiterated that the consumer would be liable for the damage.
- While driving a rental car, a consumer hit a rock which caused damage to the car's tyres. The consumer had taken out the car rental company's insurance policy. He tried to report the damage to the company but was unable to make contact. The car was recovered and repaired at the consumer's expense. When the consumer tried to recover the repair costs using the insurance, he was told that tyres were not covered by the policy.
- A consumer rented a car and had an accident when reversing, hitting a wall. He had paid £45 to reduce the excess from £600 to less than £200 in case of an accident. When the consumer returned the car to the car rental company, he was told he needed to pay £600 excess as the damage was due to carelessness and was not covered by the insurance.
- A consumer rented a car which, during the rental period, was stolen from outside his house. The consumer claimed that he had left no valuables in the car and had not left the car keys in it. When renting the car, the consumer had signed up to an insurance excess of £600. At the time of rental, he had asked the car rental company what would happen in the event of theft but the company had not been able to adequately explain liability in such cases. Following the rental, the consumer received a bill from the car rental company for nearly £1,200.
- A consumer rented a car, the cost of which included cover for £800 worth of damage in the event of an accident. When he returned the car to the rental company, it was found to have a scratch and the consumer was told he would be charged £800 on his credit card for repairs. The consumer believed that the scratch had not happened during the rental period and, in any event, assumed the damage to be covered by the damage cover included in his booking. The

car rental company said that such damage was not covered. The consumer took pictures of the scratch and obtained estimates from independent repair shops of £20–80 and £150–200 for the repair. The consumer requested a receipt of repair, or pictures of the car before rental, from the car rental company but these were not provided.

Insurance/waiver added when not requested or flagged to consumer

- A consumer booked a rental car and an itinerary was emailed by the car rental company containing the terms and conditions and the cost of the rental. Later, when checking the contract, the consumer found that collision and theft insurance had been added at an additional cost of over £330. She did not require this insurance as this was covered by one of the benefits from her credit card. The consumer was told by the car rental company that, since she had signed the contract, she was obliged to pay the charges.
- After returning a rental car, a consumer found that the car rental company had taken nearly £140 from her account in addition to the charges she had expected. The car rental company subsequently advised her that the charge was for insurance cover at £19 per day and also for window and tyre cover. The consumer had not been made aware of this charge previously and had explicitly told the car rental company that she only required the basic insurance package at no extra cost.
- A consumer rented a car and discovered on the invoice that there was an additional charge for 'Risk Reduction Cover' – he had not asked for this as he had already purchased excess reimbursement insurance. Despite seeking redress, both the car rental company and intermediary through which the original booking was made failed to justify the additional charge or provide a refund to the consumer.
- On booking a rental car, a consumer decided not to take up any extra insurance as he did not require it. When he returned the car to the car rental company, he was given a form to sign which indicated that the car was in full working order. A week later, he noticed that £140 had been taken from his account. The car rental company told him that it was for the extra insurance he had requested.
- A consumer rented a car through an intermediary and paid for excess reimbursement insurance. At the end of the rental period, the consumer noticed an extra charge on the invoice from the car rental company. The consumer assumed that 20% had been added for VAT but was told by the car rental company that it was for Risk Reduction Cover. The consumer had not requested this, and explained that it would have been pointless to do so given

he had arranged insurance with the intermediary. At the time of contacting Citizens Advice, the consumer had not received a response from either company.

Consumer obliged to take out additional insurance/waiver

- A consumer booked a holiday and took up the offer of a rental car at the destination. When picking the car up, the consumer was charged €158 on his credit card for insurance cover; the consumer was not allowed to take the vehicle until this was paid. The contract stated that this sum was for collision damage waiver. The car rental company had previously stated at the time of booking the holiday and car rental that there would be no additional charges.
- A UK consumer booked a rental car online for pick-up in Spain. All payments were made in advance and all costs were included in an email confirmation sent to the consumer by the car rental company. On picking up the car, the consumer was informed that tow charges were not included and he would need to purchase additional insurance at a cost of €65 or risk losing his €400 deposit should the car break down. The consumer felt he had little option but to pay for the extra insurance cover.
- A consumer had purchased her own car rental insurance cover which she presented to the car rental company on pick-up. The car rental company advised the consumer that she would need to buy insurance cover from it (which was comparatively costly) as her insurance would not be valid for any type of cover if an incident occurred.

Category E: Disputes over vehicle damage

Issues around car rental companies practices when charging consumers for vehicle damage.	No. of Issues	Percentage %
	698	19

Background:

At the pick-up point, a car rental company will normally provide the consumer with a pre-rental inspection report indicating any pre-existing damage to the vehicle (both inside and out), such as scratches and dents. Prior to the rental period commencing, the consumer may also be given an opportunity to check and agree both the interior and exterior condition of the vehicle before signing the rental agreement or any other inspection report.

At the end of the rental period, a car rental company employee and the consumer may inspect the returned vehicle and any damage not previously recorded will be noted and signed for by both the company and the consumer. On some occasions, an inspection may not be possible, for example if the car is returned outside of business hours.

If damage is noted at the post-rental inspection, the consumer will normally be charged for the cost of repairs up to the amount of any excess (unless the damage is classed by the car rental company as 'fair wear and tear') by deducting money from the security deposit or from their pre-authorized credit/debit card.

Issues found in our analysis of the contacts:

Issues where consumers were aware that some damage had been caused to the vehicle, but were surprised about the repair costs charged; and/or insufficient information was supplied to the consumer as to how the vehicle repair costs were calculated.

Disputed claims that vehicles had been damaged during the rental period by the consumer, where payments for vehicle damage were unexpectedly deducted from consumers' pre-authorized credit/debit cards without their prior knowledge and/or failing to inform the consumer about the payment.

Disputes over the cause of the damage where the consumer claimed that they were not responsible for the vehicle damage.

Category E examples

Anonymised contact examples from Citizens Advice include:

Repair costs

- A consumer had not been aware of any damage when she returned the rental car, but was subsequently informed by the car rental company that there was damage to the bumper (a small scratch) and a broken number plate light. The car rental company requested over £300 from the consumer to repair the damage; the consumer responded by asking for photographic evidence, but this was not supplied by the company. The consumer also asked for a further quote for repairs, on the basis that she had paid less than half the price quoted for similar work to her own vehicle. No further quote was provided by the car rental company.
- A consumer rented a car and, on returning it, the car was checked by the car rental company and found to have some small scratches on the rear bumper, for which the company said the consumer was liable. The car rental company wanted to charge £320 for repair of the bumper. The consumer had checked the company's website which stated that small scratches less than 25mm were not classed as damage. The consumer had measured the scratches and the biggest one was less than 25mm. The consumer emailed a complaint to the car rental company but no response had been received at the time she contacted Citizens Advice.
- A consumer returned a rental car to the car rental company and admitted that he had damaged the car which had resulted in a slight scratch. The car rental company took £1,100 from the consumer's account for the repair.
- A consumer rental a car and on returning the vehicle was informed by the car rental company that the wing mirror was cracked and the company would retain the £250 deposit to pay for it. The consumer contacted the garage which was supposed to be carrying out the repair work, and they informed him no work had been carried out and they were preparing to sell the vehicle.

Payments deducted for damages, without due process or evidence

- An overseas consumer rented a car for six days when visiting the UK. On returning home, the consumer discovered an extra £1,100 had been charged to his credit card by the car rental company. When he enquired why, the consumer was told that it was an insurance deposit that would be refunded within 14 days. A further credit card statement showed no refund had been paid and the consumer then received a letter from the car rental company informing

him that the car had been damaged during his rental period and asked him to fill out an accident form. The consumer asked for proof of the alleged damage, which was not provided.

- A consumer rented a car for one day, and provided his credit card details for a deposit of £150. He later noticed that the car rental company had taken two payments totalling nearly £1,180. He queried this with the company and was told that the car's bumper was found to be scratched on return but it was not possible to provide evidence of this as the car had been subsequently rented to another customer. The consumer later noticed a further payment of over £670 had been taken from his account.
- A consumer rented a car for a weekend and, on returning the vehicle, was told by the car rental company that there was a crack on the windscreen. The consumer was not aware of any damage being done to the car while it was in his possession. The car rental company admitted to the consumer that it was not sure whether the crack was present before the rental period but still retained £100 of his deposit.
- A consumer rented a car from a car rental company. On picking-up the car, the staff member inspecting the car noted that there was some damage to the car. After the consumer had returned the car, he found that he had been overcharged by £250. The consumer contacted the car rental company who alleged that the damage had been caused by the consumer and the extra charges had been imposed to cover repair costs. The consumer challenged the extra charges and asked the company to provide evidence that he was responsible for the damage.

Charges made where no inspection took place, or inspection noted no damage

- An overseas consumer rented a car in the UK for six days. On returning the car at a UK airport, the consumer was told by the car rental company that there would be someone to take possession of the car but, in the event, nobody from the company attended. The consumer telephoned the car rental company and was told he could leave the car and a representative would pick it up later. The consumer contended that the car was undamaged when he returned it. A few days later, the consumer received an email from the car rental company with two undated photos showing damage to the car and an invoice for repair work totalling nearly £400.
- A consumer rented a car for eight days. When the consumer returned the car, the car rental company's employee refused to let the consumer inspect the car with him. The employee stated that there was a scratch on the car, and that the consumer would have to wait several hours for the employee's manager to

return with a camera unless the consumer signed a form. The consumer later received a bill for nearly £300 for the scratch and a puncture repair. The car rental company refused to acknowledge any improper practice and refused to negotiate over the charge and stated that the matter was closed.

- A consumer returned a vehicle to the car rental company's airport branch at 5:30am prior to catching his morning flight, which meant that there was no opportunity to check the car's condition with a company employee. Thereafter, the car rental company took £600 from the consumer's credit card for damage. The consumer's numerous emails had been ignored by the car rental company.
- A consumer returned a car to a car rental company, which inspected the car and noted no damage. Four or five days later, £900 was taken from the consumer's account for damage to the wing. When the consumer checked with the car rental company, he was told it was for damage to the back of the car.
- A consumer rented a car from a car rental company. The consumer dropped the car off at an airport but there was no company employee present to inspect the car. The consumer later received an e-mail from the car rental company saying that it had noticed a bulge in one of the tyres which would need to be repaired. £100 was taken from the consumer's deposit amount. The consumer disputed that the car had been returned with damage and complained to the car rental company.
- A consumer rented a car from a car rental company but there was no inspection of the car at pick-up or drop-off. The consumer was later debited £600 from his credit card for alleged damage to the car's windscreen. The consumer wanted a refund as he believed he had not caused the damage and felt any costs should be covered by the excess waiver he had bought for a daily charge of £10.

Damage not consumer's fault

- A consumer rented a car which stalled and began to smoke after travelling only one mile. The car rental company provided a replacement car. The consumer later found that the car rental company had taken £1,000 from the consumer's credit card for a new clutch.

Category F: Issues related to deposits, unexplained payments and failure to refund

Issues over deposits	No. of Issues	Percentage %
Car rental companies retaining consumers' deposits.	1,353	37
Unexplained payment issues		
Lack of clarity as to the fact that consumers may be required to pre-authorise an amount on their payment card prior to picking up the rental vehicle.		
Charges taken from the pre-authorised payment card, without notification and/or providing justification.		
Failure to refund		
This covers a wide range of issues around car rental companies refusing to refund consumers the pre-paid fee, either where the company themselves deemed the consumer to be in breach of their terms and conditions; and/or the car rental company failed to meet its contractual obligations.		
<p>Background:</p> <p><i>Issues over deposits</i></p> <p>In some circumstances a 'deposit' may be held on the consumer's payment card (through a pre-authorisation to the value of the deposit) until the end of the rental period to cover extra charges (such as for vehicle damage or fuel).</p> <p>The nature of the 'deposit' payment may differ according to the car rental company concerned. For example, a 'deposit' may be held on the consumer's payment card until the end of the car rental period to cover additional charges such as for vehicle damage or fuel, or a deposit may be paid during the booking with the remainder payable on collection of the vehicle.</p>		

Unexplained payments taken

Consumers may be required under the rental agreement to pre-authorise the car rental company to use their nominated payment card to cover all charges for which they are responsible. In addition, this authorisation may cover the eventuality that the car rental company needs to process extra charges or change the amount agreed because of other charges that might potentially be incurred during the rental period; for example, for fuel, vehicle damage, parking tickets and other traffic violations ('delayed or amended charges').

Failure to refund

In some cases, consumers will pay the full cost of the car rental at the time of booking and/or at the time of pick-up. The payment may be refundable for breaches of contract on the part of the car rental company, where the consumer is legally entitled to end the contract.

Issues found in our analysis of the contacts:

Deposits

In some instances consumers have alleged that car rental companies refused to return their deposits without giving any valid reason.

Issues have also been identified around disputes over whether deposits have been returned (car rental companies may say they are going to return deposits or that they have already done so when the consumer (and their bank) claims this is not the case) and in delays in returning deposits (the car rental company may take a far longer time to return the deposit than they have informed the consumer it will take).

In other cases, there is a dispute as to whether the consumer is in fact in breach of contract and has thereby incurred charges covered by the deposit, and as a result is not entitled to a refund of the deposit at all.

Unexplained Payment issues

Lack of due process – car rental companies taking extra charges from the consumer's pre-authorised credit/debit card without any prior notification, explanation or evidence to support the charges; for example, to pay for vehicle damage or traffic fines (for traffic fines, the car rental company may also charge a sizeable administration fee).

Scope of cardholder authorisation – (i) consumers being charged for transactions incurred during the rental period that they did not agree to be liable for in the rental agreement; (ii) a lack of transparency in the rental agreement as to what the consumer is agreeing to when ‘pre-authorising’ the use of their payment card, and the scope of the authorisation they are giving.

Failure to refund

Issues include circumstances where the car rental company refuses to release the vehicle to the consumer for several reasons; for example, because the company claims the consumer has not provided sufficient or appropriate paperwork or identification; the consumer has failed a credit check; the consumer has passed their driving test less than a year before; the car rental company does not accept the type of payment card offered for payment, and the company then treats this as a last minute cancellation and refuses to refund any of the payment. Such cases raise issues around the transparency of the terms and conditions used by the companies.

Other circumstances include where the car rental company fails to supply the vehicle specified or an equivalent (or sometimes any vehicle), and the consumer must rent another car; the company then fails to provide any refund.

The car rental company states that a refund will be provided to the consumer for a range of reasons and then fails to do so.

In some instances where the booking is made through an intermediary, there may be confusion as to whether the intermediary or the car rental company providing the vehicle is liable to refund money to the consumer in the event of a cancellation.

Category F examples

Anonymised contact examples from Citizens Advice include the following:

Issues over deposits

Disputes about consumer's entitlement to a refund

- A consumer rented a car from a car rental company and, after returning the car, was informed that the company would be keeping his deposit of £113 because the vehicle had been returned four hours late. The consumer stated that this was untrue; the car had been returned on time and he had witnesses to prove this.
- A consumer rented a car from a car rental company and paid £235, of which £200 was a refundable deposit. The consumer returned the vehicle to the company but it did not return the deposit. The car rental company claimed it had refunded all the deposit and the consumer's bank must be at fault. However, the consumer had checked with the bank which disputed this.
- A consumer rented a car for seven days and paid £635, of which £400 was a refundable deposit. On returning the car, the consumer was advised that the deposit would be credited into his bank account within 14 working days. A month after returning the car, the consumer was still waiting for the deposit to be returned. The consumer had tried to resolve the matter by contacting the car rental company's finance team, but had experienced difficulties in making contact.

Failure to refund without good reason

- A consumer rented a car for two days from a car rental company, paid £70 deposit and was told the deposit would be refunded five days after the return of the vehicle. The car rental company failed to refund the deposit. The consumer had visited the company on three separate occasions and had still not received the refund of his deposit.
- A consumer booked a rental car from a hotel at a UK airport. On returning the car, the consumer was told by the car rental company that the deposit of £750 would be returned. The consumer had since flown back overseas but the car rental company had not returned the deposit and would not return the consumer's phone calls.
- A consumer from overseas rented a car in the UK via an intermediary. The consumer paid £540 and a deposit of £300 for 10 days' rental. The consumer

returned the vehicle to the car rental company and was assured the deposit would be returned. The consumer checked his credit card statement for four months but the deposit had not been refunded. The consumer had spoken to the car rental company more than five times and been assured that the failure to return the deposit was the result of a clerical error and the deposit would be returned but it had not been at the time of contacting Citizens Advice.

- A consumer paid a £500 deposit for a rental car using his debit card. On returning the car, the car rental company failed to credit the consumer's account. The consumer followed the company's terms and conditions for returning the car. The car rental company informed the consumer that he had not received his money due to an administrative error. At the time the consumer contacted the Citizens Advice consumer service, he had still not received a refund for his deposit.

Unauthorised payments taken

Payments taken for vehicle damage without due process or evidence

- A consumer rented a car and, on returning the car to the car rental company, paid for damage he claimed the company had caused. Three months later, the car rental company charged an additional amount to the consumer's credit card without prior notice. The consumer was concerned that the company had retained his credit card details for three months. When he queried this additional amount, the car rental company advised that the damage had been more expensive than it had originally charged for.
- An overseas consumer rented a car for a week whilst visiting England. When she returned the car to the car rental company, it was inspected and no damage was noted. However, three weeks later, £400 was unexpectedly deducted from the consumer's credit card to cover damage. No evidence of the damage or repair invoice had been provided by the car rental company.
- An overseas consumer rented a car for two weeks in the UK. On returning the car, he was given a signed slip confirming that the car had not sustained any damage during the rental period. Three weeks later, the consumer received an email advising that the car rental company would be charging an insurance excess to the consumer's credit card to cover damage to the car. The consumer queried the charge, pointing out the signed slip he had been given when returning the car. The car rental company did not respond to the consumer's query and processed a £500 charge to his credit card.
- A consumer rented a car for £270, which included a £200 deposit. Upon returning the car, the consumer was informed, after an inspection, that there

was no damage and his deposit would be reimbursed within three days. On receiving his next credit card statement, the consumer discovered that £400 had been charged to his account with no warning or explanation. The car rental company told the consumer that the car had been damaged and consequently £400 had been debited to cover the cost of the damage and his deposit would not be returned. The car rental company was unable to explain why this contradicted its inspection assessment and provided no proof to support its claim.

Payments taken for fines etc without due process

- An overseas consumer rented a car for four days whilst visiting England. On returning home, the consumer discovered that €115 had been deducted from his credit card on the day he had returned the car. He queried this charge with the car rental company who advised that this was to cover the 'congestion charge' he had incurred whilst driving the car, plus an additional £30 to cover costs. The consumer was unhappy that the rental company had paid the congestion charge fee on his behalf without first allowing him the right to appeal/dispute the charge. He was also unhappy that he was charged an additional £30. He complained that the car rental company had put this charge through without any prior notification.
- An overseas consumer rented a car in the UK and, whilst driving, had crossed into a bus lane. The local council sent a traffic fine for £30 to the car rental company who redirected it to the consumer's relative who lived in the UK. The consumer had already returned to his home country. Around the same time, £35 was deducted from the consumer's account by the car rental company with no prior explanation. The consumer presumed this was £30 for the fine and a £5 administration fee, and felt this was acceptable. Subsequently, the council sent another request for payment for £60 as the initial amount had not been paid. The consumer e-mailed the car rental company three times asking for an explanation, but received no reply or explanation for the deduction.

Failure to refund

Complete failure to supply a vehicle

- A consumer booked a rental car online for pick-up from a UK airport. When she arrived, there was no car available. As a result, she had to rent a car from another car rental company at the airport. The consumer asked the original car rental company for a refund of the £38 it had charged her despite failing to provide any service. She had not been refunded at the time of contacting Citizens Advice.

- A consumer booked a rental car, but the car rental company was unable to provide the type of car which had been booked or an equivalent type. As a consequence, the consumer could not go on holiday with her friends. The consumer tried to contact the car rental company several times but had not been refunded at the time of contacting Citizens Advice.
- A consumer booked a rental car online for £68 and received confirmation of the booking. When she went to collect the car, she was refused permission to take it because the address on her driving licence did not match her current address. The consumer had just moved and had taken along proof of her residence at the new address. She was informed by the car rental company that she would receive a full refund. She had since been told she would not receive a refund. The consumer had read the car rental company's terms and conditions and stated there was nothing in them relating to this situation which would cause her to forfeit the money she had already paid.
- A consumer booked a rental car online for pick-up from a Spanish airport. When arriving at the airport, the type of car required was not available. As a result, the consumer had to travel to another airport to pick-up the car. The car rental company offered to refund £68, the cost of a child seat, as compensation to the consumer. At the time of contacting Citizens Advice, the consumer had not received any money back.

Failure to notify consumer of important information

- A consumer booked a rental car online for over £150. The car rental company did a credit check on the consumer but did not tell her she had failed the credit check until she turned up to collect the car, at which point it refused to release the car to her and refused to refund her. The car rental company's terms and conditions allowed the consumer 48 hours to cancel the agreement; however, because the company did not inform the consumer that she had failed the credit check until she went to collect the vehicle, the 48 hour cancellation period had passed.

Category G: Other

Vehicle availability	No. of Issues	Percentage %
Issues regarding consumers not being supplied the vehicle they had booked/reserved or no vehicle being supplied at all.	645	18
Vehicle safety and mechanical issues		
Vehicles which were rented to consumers had faults or may not have been roadworthy.		
Miscellaneous other issues that do not fit readily into Categories A to F above.		

Background:

Vehicle availability

When booking a rental car, consumers normally do not initially book or reserve a specific vehicle model or make; the first stage tends to be selecting a generic vehicle class, type or specification. For example, the consumer may specify a type and size of car, or the number of doors. A range of vehicle models of the specified class may then be offered for the consumer to choose. Extra accessories, such as child seats or satellite navigation, may also be added during the booking process. At pick-up, either the car model chosen by the consumer or a similar alternative model will be provided.

Vehicle safety and mechanical issues

Rental vehicles that may have existing faults or develop faults when being driven by the consumer.

Miscellaneous

These contacts focus upon matters outside Categories A to F above.

Issues found in our analysis of the contacts:

Vehicle availability

Common issues include where consumers booked a type of vehicle and, at the pick-up point, were not provided with the requested vehicle. In other instances consumers were not supplied with the vehicle extras they had booked such as child seats or snow tyres.

Other associated issues include not being refunded where the car rental company has failed to provide the booked/reserved vehicle.

Vehicle safety and mechanical issues

Cases where the vehicle has been faulty, inconveniencing the consumer. This category also has cross-over into Category D on insurance and Category E on disputes over damage.

Miscellaneous

Some contacts identify multiple issues and hence a concern identified as predominantly relating to a miscellaneous issue may also include elements of Categories A to F. These other elements may be included in the examples below to provide context for the contact as a whole.

Category G examples

Anonymised contact examples from Citizens Advice include:

Vehicle availability

Not supplying the type of vehicle booked

- A UK consumer hired a family car online from an intermediary to use on holiday in Spain. When the consumer arrived at the pick-up desk, the car rental company did not have the car the consumer had booked. Instead, the car provided was a two-seater which was not suitable for the consumer's family. The car rental company offered the consumer an upgrade which cost the consumer an extra £350. When the consumer complained to the car rental company, the company rejected any claim for compensation.
- A consumer booked a rental car online from an intermediary for a holiday in Europe and paid over £200 in full. The consumer specifically requested a 3 Series BMW convertible (or similar) which was advertised on the intermediary's

website. When the consumer received the voucher for the booking, the car was stated as a Volvo (or similar), which appeared to the consumer to be a downgrade from the car requested. When the consumer contacted the intermediary, he was informed that BMWs were not available and that the Volvo was a similar car. The consumer was told later that there were no similar cars available at the destination but a vehicle closer to a Mini category would be made available. The consumer explained that this was not a car in the 'executive' category requested and would not be suitable for four adults with luggage.

- A consumer rented a car online from an intermediary for use in Europe and paid over £165. When the consumer arrived at the car rental company's airport location, there were no staff present and no car available at the point of pick-up. The consumer could not get hold of the car rental company until the following day and, as a result, had to book a car with another company. The consumer had not received a refund from the intermediary at the time of contacting Citizens Advice.
- A consumer booked a rental car and paid £270 to the car rental company. When the consumer arrived at the pick-up point, the car provided was much smaller than the car that was booked/reserved and so the consumer had no choice but to pay for an upgrade which cost an additional £105. The consumer made a complaint to the car rental company and requested a refund, which was refused.
- A consumer booked and paid for a rental car for use on holiday. The car rental company was unable to provide the booked car or a suitable replacement. The consumer had experienced difficulties in obtaining a refund.

Not supplying the booked vehicle extras

- A consumer rented a car for use in Europe. The consumer asked the car rental company to ensure that the car was equipped with snow tyres but, on picking up the car, was told that snow tyres were not provided. Given it was a legal requirement to use snow tyres in the country concerned, the consumer had to buy his own snow tyres at a cost of £300.
- A consumer booked a rental car to be equipped with two child seats. When the consumer arrived to pick up the car, it did not have child seats so he could not take the car. The car rental company refunded the consumer £75 but the consumer had to pay £400 to rent another car.

Vehicle safety and mechanical issues

- A consumer rented a car in the UK for two weeks. The car rental company supplied three different cars within the rental period and all were found to be unsafe. Two of the faults proved serious, with one car alerting the driver to engine management problems, while the other car had a clutch failure.
- A consumer rented a car in the UK for three weeks with his family. The day after renting the car he had problems with the car's brakes and the car became unsafe to drive. When he called the car rental company to complain he was advised that the company did not have any other suitable family cars and that the depot was now closed for the evening. When the consumer said he would return the car directly to the depot, the car rental company informed the consumer that he would lose all money paid and would not receive a replacement vehicle.
- A consumer rented a car in the UK which had a faulty clutch. The consumer notified the car rental company and was advised to return the car to the company. While doing so, the car broke down. The consumer was then given another car and was told he would not be charged for the faults. The consumer was later charged over £1,600 for the faults. The car rental company informed the consumer that it was within its rights to pass on such costs.
- A consumer rented a car in the UK for two weeks. The car broke down on numerous occasions, including sporadically refusing to start. The consumer had to attempt to 'bump' start the car five to six times but it would not start. Even after the AA attended to the car, it broke down again. The car rental company offered only a £25 voucher by way of compensation.
- A consumer rented a people carrier in the UK for nearly £700. Whilst driving the vehicle, the consumer experienced a number of mechanical issues and felt the car was unsafe to drive. The consumer contacted the car rental company to report the problem and seek a solution. The car rental company informed the consumer that there was nothing that could be done. The consumer wanted a full refund, but the car rental company only offered to pay £250.

Miscellaneous

- A consumer tried to pick up a rental car but was told by the car rental company that he did not have all the appropriate identification with him. The car rental company refused to provide the car or provide a refund of the money the consumer had already paid. The consumer had paid using a work credit card and the car was booked for work purposes. The consumer was eventually provided with the car, but had to provide the bill for his credit card and the work

credit card. The consumer believed that the information provided on the voucher when making the booking was misleading in that it stated that he needed to bring either a credit card *or* a credit card bill, when in fact both were needed.

- A consumer rented a car online and paid around £60 to the car rental company. The consumer received a confirmation of the booking by email and also made further contact by telephone and was assured that the car was booked. When the consumer arrived at the car rental company's premises to collect the vehicle at the time confirmed, the company's offices were closed. The car rental company refused any liability and said that the booking should not have been allowed as it was booked for a date that was on a bank holiday. The consumer was left stranded. The consumer had to make alternative arrangements for travel and as a result incurred extra costs. The consumer was left to seek compensation from the car hire company of £500.
- A consumer rented a car over the telephone from an intermediary at a cost of around £130. When the consumer arrived at the pick-up point in the UK, he was not allowed to pick up the car due to having penalty points on his driving licence. This was not mentioned to the consumer during the booking and it was not clear which terms and conditions applied.