

GENERAL TERMS AND CONDITIONS OF VEHICLE RENTAL

MonteGo Car

These General Terms and Conditions form an integral part of every Vehicle Rental Agreement concluded between MonteGo Car (the "Lessor") and the vehicle user (the "Renter"). By signing the Rental Agreement, the Renter confirms that they have read, understood and accepted these Terms and Conditions.

Article 1 – Rental Requirements

The Renter must hold a valid driving licence for the appropriate vehicle category and a valid passport or ID card, meet the minimum age and driving experience requirements stated by MonteGo Car, and satisfy all legal requirements for driving a motor vehicle.

Article 2 – Use of the Vehicle

The Renter shall use the vehicle carefully and in accordance with applicable laws and the Rental Agreement. The Renter must immediately report any accident, damage, warning light, mechanical problem or other issue affecting the vehicle. The vehicle must not be overloaded beyond the manufacturer's limits.

Article 3 – Prohibited Use

Without prior approval from MonteGo Car, the Renter may not: allow an unauthorised person to drive the vehicle; use the vehicle for racing, testing or driver training; tow another vehicle or object; carry out repairs or modifications; drive under the influence of alcohol or drugs; use the vehicle for unlawful purposes; use the vehicle outside the countries authorised in the Rental Agreement; or otherwise violate the Rental Agreement or these Terms and Conditions.

Article 4 – Security Deposit

The security deposit serves as collateral for obligations arising from the rental, including vehicle damage, loss of keys, tyre or wheel damage, interior damage, missing fuel, unpaid fines, tolls or other costs caused by the Renter. The applicable security deposit depends on the rented vehicle and the Protection option selected. The exact amount is stated in the Rental Agreement.

Article 5 – Protection Options

The Protection option selected by the Renter is stated in the Rental Agreement. The applicable security deposit and Renter's financial responsibility depend on the rented vehicle and the Protection option selected.

Basic Protection

Basic Protection includes the applicable insurance coverage according to the vehicle's insurance policy. For covered damage, the Renter's contribution is **10% of the applicable damage amount, with a minimum of €250**, subject to the applicable policy. The applicable security deposit is stated in the Rental Agreement.

Smart Protection

Smart Protection provides **€0 excess for covered damages**. The applicable security deposit is stated in the Rental Agreement. It applies only to covered damage and does not remove liability for excluded damage, prohibited use or other exclusions.

Full Protection

Full Protection provides **€0 security deposit and €0 excess for covered damages**, with protection for covered bodywork damage, tyres, rims, windows/glass and underbody. **Interior damage is not covered**. Full Protection does not apply to damage or costs resulting from unauthorised drivers, intentional damage, gross negligence, alcohol/drugs, prohibited use, or other stated exclusions.

Damage Reporting

Regardless of the Protection option selected, the Renter must immediately notify MonteGo Car of any accident, scratch, damage or other incident, take clear photos from multiple angles (close-up and wider), and, where applicable, complete a European Accident Statement and/or contact the police when required and obtain the necessary documentation. **Failure to report promptly or follow the required procedure may result in loss of applicable Protection coverage, and the Renter may become responsible for resulting damage and costs.**

Article 6 – GPS Device

Vehicles may be equipped with a GPS tracking device used for vehicle protection, customer assistance and prevention of misuse.

Article 7 – Traffic Accident

In the event of a traffic accident, the Renter must immediately notify MonteGo Car, comply with applicable legal requirements, contact the police or other competent authority where required, and provide all necessary documentation.

Article 8 – Repairs and Maintenance

Repairs or modifications may not be carried out without prior approval from MonteGo Car, except where immediate action is necessary for safety. For rentals longer than 30 days, the Renter shall make the vehicle available for scheduled servicing upon request.

Article 9 – Liability for Damage

The Renter is liable for damage caused through their fault or in circumstances not covered by the selected Protection option. The amount shall be determined on the basis of reliable documentation, repair estimates, invoices or other appropriate evidence.

Article 10 – Fines and Tolls

The Renter is responsible for all traffic fines, parking fines, toll charges and other penalties incurred during the rental period.

Article 11 – Fuel

The vehicle must be returned with the same fuel level as when collected, unless otherwise agreed in the Rental Agreement.

Article 12 – Rental Extension and Late Return

Any rental extension requires prior approval from MonteGo Car. Late returns may result in additional rental charges according to the applicable rental terms.

Article 13 – Vehicle Photos and Documentation

Photographs and videos taken at vehicle collection and return may form part of the rental documentation and may be used to document the condition of the vehicle.

Article 14 – Personal Belongings

MonteGo Car is not responsible for personal belongings left in the vehicle.

Article 15 – Data Protection

Personal data is processed for the purposes of performing the Rental Agreement and complying with applicable legal obligations.

Article 16 – Cross-Border Travel

The vehicle may be driven outside Montenegro only to countries approved by MonteGo Car and authorised in the Rental Agreement. Cross-border travel must be requested and approved before the vehicle leaves Montenegro.

Article 17 – Right to Refuse or Cancel

MonteGo Car may refuse or cancel a rental where the Renter does not meet applicable requirements or where the proposed use represents an unacceptable risk.

Article 18 – Governing Law and Jurisdiction

The Rental Agreement and these Terms and Conditions shall be governed by the laws of Montenegro. Any disputes shall fall under the jurisdiction of the competent court in Podgorica, unless otherwise required by applicable law.

Article 19 – Renter's Contribution to Damage

Where the Renter is responsible for damage and the selected Protection option does not provide €0 excess, the Renter shall bear the applicable contribution according to the selected Protection option and applicable insurance terms. For **Basic Protection**, the contribution for covered damage is **10% of the applicable damage amount, with a minimum of €250**, subject to the applicable policy and exclusions. This does not apply where damage was caused solely by a third party whose liability has been duly established.

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