

AFIA Car Rental Code of Practice

9 December 2024



Australian
Finance
Industry
Association



About AFIA and our members

AFIA members participate across the entire finance industry in Australia.

AFIA members include bank and non-bank lenders, finance companies, fintechs, providers of vehicle and equipment finance, car rental and fleet providers that operate in consumer, small business and commercial lending markets.

AFIA is committed to advancing a world-class finance industry and our members are at the forefront of innovation in consumer and business finance in Australia.

This Code sets out the standards of practice and expected customer service outcomes for our members and reflects our commitment to customers through the promotion of a culture of integrity, transparency and fairness. AFIA members have adopted this Code because it will help to:

Improve outcomes for customers and businesses

This Code supports positive outcomes for customers and business by promoting transparency, fairness, and customer confidence. It helps guide businesses to meet community standards and legal obligations, strengthen trust and good standing within the industry, and uplift practices.

This Code provides a framework for responsible conduct and fosters collaboration among stakeholders. By adhering to the Code, AFIA members contribute to a sustainable and inclusive finance industry, ultimately benefiting both customers and businesses.

Support the adoption of good practice standards and behaviour

The Code provides guidance, fosters transparency and fairness, encourages continuous improvement, promotes ethical conduct, and facilitates compliance with legal obligations.

By embracing and implementing this Code, members contribute to a more professional, customer-focused industry, while providing customers with enhanced experiences and outcomes.



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Part A - Introduction

About This Code

1. The AFIA Car Rental Code of Practice (the Code) commenced on 1 March 2018. This version is effective from 9 December 2024.
2. This Code sets out the standards of practice and customer service in the Australian car rental industry and reflects our commitment to customers through the promotion of a culture of integrity, transparency and fairness.
3. We have joined the Code voluntarily because we acknowledge the importance of the adoption of high standards of business practices, products, services and customer service in the industry to enable confident participation by customers. A full list of signatories can be found [here](#).
4. The words “we”, “us” and “our” are to be read as applying to an AFIA member who is bound by this Code. Other words and phrases that have special meaning are identified with capital letters and are defined in the Definitions section.
5. This Code applies to Car Rental Services provided to you if we were a Code Member at the time the rental contract was entered into. Even if we cease to be a Code Member, we will continue to be bound by this Code in relation to rentals that occurred while we were a Code Member.



Part B - Our key commitments to You

We will focus on customers

6. We will place a high priority on customer service and positive customer outcomes.

We will be fair, honest & ethical

7. We will always act fairly and honestly, be ethical and transparent, and treat you reasonably in all our dealings with you. We will act professionally and with integrity.

We will deliver high standards of service

8. We will provide Car Rental Services that meet your needs and are designed to be easily understood. We will be responsive, helpful and accountable in our dealings with you.

We will give you clear information about our products and services

9. We are committed to clear, effective and timely communication with customers. We will provide clear and accessible information about our Car Rental Services that is available in different ways, including on our website, so you can make an informed decision about whether to use our Car Rental Services.

We will ensure our staff are competent

10. We will take reasonable steps to ensure that a person who acts on our behalf in relation to our Car Rental Services (including our staff and customer service agents) deals with you in fair, honest and ethical way and provides accurate and clear information about the terms and conditions of our Car Rental Services.

We will deal fairly with complaints

11. We will handle complaints promptly, fairly and effectively. If we cannot reach an agreement with you to resolve a dispute, we will provide you with information on other avenues for resolving disputes.

We will comply with our industry and legal obligations

12. We will comply with all our obligations under the law and this Code. We will act fairly and in a way that is consistent with good industry practice.

We will support and promote this Code

13. We will promote this Code, support its monitoring and ongoing effectiveness, and ensure our staff, agents and representatives are trained to put it into practice.



Part C - Delivering on our commitments

We will provide high quality products and services that meet your needs

14. We will provide an accessible and responsive service. We will have arrangements in place to ensure you can obtain information in a way that suits you. We will also provide different ways to contact us and will use technology as an enabler of communication.
15. If you have special communication needs, we will aim to ensure that our processes and systems don't disadvantage you or make it unnecessarily hard for you to connect with us.

We will provide you with clear and concise information about our Car Rental Services

16. Our communications will be clear, concise and accurate, written in plain language, avoid legal and technical jargon as far as possible, and will use applicable standard terms where appropriate.

We will deal fairly with complaints

17. If something goes wrong, or you are not satisfied with any aspect of our Car Rental Services, you will have access to our internal dispute resolution processes. If we can't address your concerns to your satisfaction, you can make a complaint to the Australian Car Rental Conciliation Service, which is a free service for customers that aims to make sure we settle the complaint reasonably and fairly for all. See Part E of this Code for more information.

We will comply with our industry and legal obligations

Unfair contract terms

18. We will take steps to ensure that our terms and conditions of rental do not contain unfair contract terms, and specifically that the terms and conditions:
 - a. create the correct balance between our rights and obligations under the rental contract and your rights and obligations;
 - b. do not impose liability on you for breaches which are trivial or have not contributed to a loss; and
 - c. will not unnecessarily cause harm to you and will be reasonably necessary in order to protect our legitimate interests.

Use of technology

19. If we use artificial intelligence (AI) as part of our business operations, we will take an ethical approach to the design and integration of AI into our systems, to help reduce the risk of any negative impacts on, or unintended consequences for, customers.

Privacy

20. We will comply with the Privacy Act 1988 including the Australian Privacy Principles and the Privacy (Credit Reporting) Code 2014, including credit reporting and the collection, storage, use and disclosure of your personal information.



21. We will publish our Privacy Policy on our website, including how we collect, use, manage, protect, control and disclose your personal data.

Confidentiality

22. We will treat information that you give us and information about your rental contract in confidence, unless we are required to give it to another person by law (for example under Australian Corporations, Privacy or Anti Money Laundering legislation or to a law enforcement body), there is a duty to the public to disclose, you ask us to disclose the information, you have consented to us doing so, or we are otherwise not restricted from doing so under applicable laws.

Data protection and cybersecurity

23. We will take reasonable steps to protect your personal and financial information from misuse or loss and from unauthorised access, modification or disclosure.
24. We will regularly review the security and reliability of our services. We will apply appropriate security and access controls. Such controls may include but are not limited to account registration, password protection and multi factor authentication.

Scams

25. We will never ask you for information like passwords or PINs in an unsolicited email, text or phone call. We will not ask for remote access to your computer or devices to “fix a problem”. We will not ask you to make payments through unusual mechanisms (e.g. stored value cards or gift cards) or make payments to somewhere other than as set out in your rental contract.
26. If you are not sure whether a communication from us is legitimate, you should contact us via the contact details on our website or app to confirm the communication.
27. If you believe you may have been the victim of a scam, an attempted scam or some other fraudulent activity in relation to our Car Rental Services, you should contact us as soon as possible. You can also contact [Scamwatch](#) or the police if you think a crime has been committed. [IDCARE](#) may also be able to help you in relation to identity theft.

Use of security measures

28. If we use additional security measures, such as multi-factor authentication, to verify your identity to open an account or enter a rental contract, we will take reasonable steps to ensure our systems adhere to relevant standards and protocols such as those published by the Australian Government from time to time.

Restrictions on rentals

29. We will abide by any legal or regulatory restrictions on the rental of vehicles, provided they are reasonably known to us at the time. We will not knowingly rent vehicles to be used in criminal or illegal activities.



We will support and promote this Code

30. We will promote this Code so you are aware of the commitments we give to our customers. This will include making the Code available on our website, via our app, and the digital platforms that we participate in, and by engaging with key stakeholders, including via AFIA.
31. We will support the monitoring and ongoing effectiveness of this Code by complying with our reporting and other obligations under the Code By-Laws and ensure our staff and customer service agents are trained to put this Code into practice.



Part D - What you can expect when you rent a vehicle from us

Our pricing practices

32. We will take reasonable steps to ensure that clear information is given at all stages of the vehicle rental booking process so that you can make an informed choice and compare products, services and prices with those offered by other rental operators.
33. If you make a booking directly through our proprietary website, call centre or rental locations (not through a third-party booking site) we will provide you with information about the additional cost of purchasing optional products or services offered as part of the booking including but not limited to:
 - a. damage and loss waiver and excess reduction options;
 - b. roadside assistance options;
 - c. the cost of adding additional drivers;
 - d. surcharges for young drivers;
 - e. child seats; and/or
 - f. GPS/navigation units.
34. When booking directly through our proprietary website, call centre or rental locations, we will ensure that any single price quoted at the conclusion of the booking process includes all components of the price that are quantifiable, including any terms requested by you in (a) to (f) above, and any taxes, administration and credit card or debit card fees, levies and location surcharges that are part of the total cost of the rental.
35. When booking directly through our proprietary website, call centre or rental locations (and not through a third-party booking site, call centre or aggregator service), if any discounts are advertised to you and you are eligible to claim the discount and you choose to claim the discount, we will use our best efforts to ensure that the discount is applied during the booking process.
36. We will ensure that our staff and customer service agents are regularly and adequately trained on the requirements of the Competition and Consumer Act 2010 as it applies to pricing practices.

Our disclosure and advertising practices

37. We will include important conditions, limitations, qualifications or restrictions in our advertising so that you can make an informed decision.
38. Our advertising and promotional material will be clear and not misleading or deceptive, or likely to mislead or deceive. We will not engage in misleading practices such as bait advertising or drip pricing.
39. We will not engage in the use of headline representations about a price or offer in our advertising in circumstances where the overall impression of the price or offer is subsequently qualified by fine print terms and conditions that make it unlikely or impossible that you can reasonably achieve the benefits offered in the headline representation.



40. We will provide information in our advertising to ensure clarity so that the main terms are captured in the principal message and the body of the advertising. Any disclaimers will be clear and understandable, having regard to the type of advertising including the medium or format used (e.g. print, online, radio). The use of any disclaimers will not negate the principal message and the main terms of the advertisement.
41. We will communicate any important limitations that apply to special promotions by disclosing the key terms of the special promotion and any key limitations including the period over which the special promotion operates. If there are any restrictions on a special promotion (be they duration, rental, geographical or eligibility) we will tell you what those restrictions are.

Damage and loss waiver options

42. So that you can make an informed choice about the range of damage and loss waiver options, we will take reasonable steps to:
- a. make you aware of:
 - i. the maximum extent of your financial liability arising from the damage or loss of the rental vehicle or third-party loss in the event of an accident or theft of the rental vehicle; and
 - ii. exclusions from the damage or loss liability waiver options; and
 - b. inform you of:
 - i. whether and to what extent damage or loss liability reductions are already included as a standard term in your rental contract;
 - ii. the availability and benefits of additional, optional damage or loss liability reductions; and
 - iii. the cost of purchasing those optional damage or loss liability reduction options.
43. We will act reasonably in naming alternate damage or loss liability reduction options so that the name of the alternate option does not give a false or misleading impression as to the extent of the maximum level of cover offered by that option.
44. When you rent a vehicle from us, third party liability cover for bodily injury is provided in accordance with Australian legal requirements as part of the rental contract. You have the option to assess whether you already have (or want to take out) adequate cover for damage or loss to our vehicle through alternate options with other service providers (e.g. credit card add-on benefits). At all times, the decision whether to obtain a damage and loss waiver option with us (or not to) remains yours entirely. If you choose to rely on an insurance or add-on option provided by another provider to cover you in case there is damage or loss to our vehicle, that is the choice and the risk you take.
45. If you do not purchase a damage and loss waiver reduction option from us or do not have a similar option through another provider, your liability for damage or loss to our vehicle will be as set out in the rental contract, or as otherwise determined by law.



46. We will regularly review our practices to ensure there is clear disclosure at the point of booking of:
- a. the availability of damage or loss waiver options and the costs of the options;
 - b. conditions and limitations of the options; and
 - c. exclusions from the options.
47. We will ensure that our staff and customer service agents are regularly and adequately trained about:
- a. the availability of damage or loss liability waiver products and the costs of the options;
 - b. conditions and limitations of the options; and
 - c. exclusions from the options.

Booking through third party websites, call centres and aggregators

48. If you have made a booking through a third-party website, call centre or aggregator service, the terms and conditions you have agreed to with us will apply to the booking.
49. If there is a problem with our vehicle or service, our normal resolution procedures will apply.
50. If you have a problem with a product or service supplied by the third-party website or aggregator service, they will be responsible for resolving this with you directly.

Our inspection procedures at the start of your rental

51. We will use best endeavours to ensure that any pre-existing external damage or damage to the interior of the vehicle before the rental is clearly and accurately shown on the Pre-Rental Inspection Report or rental contract. This will include photos or images that record the condition of the vehicle and any pre-existing damage as at the start of the rental.
52. You will be given the opportunity to inspect the interior and exterior of the vehicle during the check-out process to confirm it is in the condition stated on the Pre-Rental Inspection Report or rental contract (the Pre-Rental Inspection).
53. If during the Pre-Rental Inspection you find damage that is not recorded in the Pre-Rental Inspection Report or rental contract, we will amend the Pre-Rental Inspection Report or rental contract to ensure it accurately records all pre-existing damage prior to the start of the rental.
54. If you inspect the vehicle in poor light or bad weather, if requested at the time of the inspection, we will give you a further period of 60 minutes from the time the vehicle leaves the rental location to report any damage that is not already recorded on the Pre-Rental Inspection Report or rental contract.



Problems during the rental period

55. We will at all times be bound by and comply with our obligations to you under Consumer Protection Laws. As a consumer, or small business, you have certain rights and protections including non-excludable guarantees. This Code is not intended to contradict, vary or summarise those rights and protections.
56. If you experience any issues with the rental vehicle during the rental period you should let us know as soon as possible, and in accordance with the obligations outlined in your rental contract.

Our post rental inspection and damage recording procedures

57. We will take reasonable steps to conduct a post rental inspection in your presence and will allow you to take photos of any damage to the vehicle (the Post-Rental Inspection).
58. Our website will clearly display the address and opening hours of the pick-up and return locations of our rental vehicles. If we have agreed that you can return a vehicle outside of normal opening hours or you choose to use an express key drop box (for example, at an airport) we will tell you about the procedure for the secure return of the vehicle.
59. If you notify us that you do not want to wait for or participate in the Post-Rental Inspection, or if you have left the rental return location, we will use our best endeavours to conduct the Post-Rental Inspection within 4 hours of the return of the vehicle. If you return the vehicle after hours, we will use our best endeavours to conduct the Post-Rental Inspection within 4 hours of the rental location opening for business the next day.
60. If any damage is detected in the Post-Rental inspection, we will review our records including the Pre-Rental Inspection Report to determine whether the damage is new or pre-existing.
61. If the damage is new, we will:
- a. contact you, if you are not present at the Post-Rental Inspection;
 - b. photograph the new damage;
 - c. store the photographic evidence of new damage so that it is readily accessible in the event of a dispute;
 - d. obtain itemised estimates of the new damage or loss cost.
62. If a third party causes damage or loss to the vehicle while it is in your possession, you should collect all the relevant information from the person or driver (such as their driver's licence and vehicle registration) and provide those details to us so that we may contact the insurer of the third party. If we are able to recover the costs of damage or loss from that insurer, then your financial responsibility to us will be proportionately reduced in respect of the relevant loss or damage.

Transparency about charges related to repair or replacement for damage or loss



63. We will give you supporting documentation to explain and substantiate charges for repair or replacement costs of the vehicle if the vehicle or accessories are damaged or lost during your rental period.

64. We will provide you with contact details in all communications so that you can obtain further information about any damage detected in the Post-Rental Inspection and the costs to repair the damage.

Our credit card charging practices

65. We will provide you with clear justification for any end-of-rental charges that have been raised, together with details of how they have been calculated. If you dispute any end-of-rental charges, or you are experiencing financial difficulty, you should tell us as soon as possible and we will do what we reasonably can to engage with you in good faith.

66. We will only debit your credit card or other approved form of payment for any end-of-rental charges with your authorisation. We will use our best efforts and take all reasonable steps to ensure that our rental contract has a specific authority permitting your credit card or other approved payment mechanism to be debited within 14 Business Days of:

- a. any damage being detected, including damage to or loss of an accessory;
- b. a vehicle or an accessory being identified as stolen or missing.

67. However, this 14 Business Day period will not apply to circumstances where the timing of that claim is outside of our control, such as:

- a. a claim for third party loss;
- b. a claim being sent to us for an infringement, fine or toll incurred during the rental period; or
- c. a claim for an accident being lodged by a third party.

68. We will be proactive and will take all reasonable steps to notify you and to keep you informed of our intention to debit your credit card or other approved form of payment mechanism for any end-of-rental charges and the time in which you will be charged.

69. When debiting your credit card or other approved form of payment mechanism for an accident or theft claim we will, acting reasonably, consider the circumstances in which the claim has arisen including whether:

- a. you have admitted liability to us for the accident;
- b. the accident has resulted in major damage or loss and it is reasonable for us to expect that the damage or loss cost and third party liability will greatly exceeds your liability under the rental contract;
- c. it was a single vehicle accident;
- d. the vehicle or an accessory has been stolen;



- e. there has been third party loss; or
- f. if you have committed a material breach of the rental terms and conditions of your rental contract.

Single vehicle accidents

70. If damage to, or loss of, the rental vehicle or an accessory is caused in a single vehicle accident, we will debit your credit card for the lesser of:
- a. the damage or loss liability fee, excess or single vehicle accident fee (if applicable) set out in your rental contract; or
 - b. the repair cost if the vehicle or accessory is repairable or the total loss value of the vehicle or accessory if it is not.

Theft of a vehicle

71. If you report that the rental vehicle or an accessory has been stolen, we will debit your credit card or other approved form of payment mechanism for the damage or loss liability fee or excess payable, according to our rights under your rental contract.
72. We will make proper enquiries with the relevant authorities to attempt to recover the vehicle or accessory.
73. If the vehicle or accessory is recovered, we will refund the amount of the damage or loss liability fee subject to any deductions for damage arising from the condition in which the vehicle or accessory is found as a result of the theft.

Accidents involving third parties

74. If you report in writing that a third party has been involved in an accident involving the vehicle or any accessory, we will take reasonable steps to determine fault and where practicable obtain an admission from the third party's insurer.
75. If we obtain that admission and you are ordinarily resident in Australia and hold an Australian driver's licence, we will not debit your credit card or approved form of payment.
76. If, acting reasonably, we regard you as being the party at fault in an accident or we do not obtain an admission of fault from the third party's insurer, or you are not ordinarily resident in Australia, we will make a reasonable estimate of your liability for the overall damage or loss and debit your credit card or other approved form of payment for the lesser of:
- a. that estimated damage or loss; or
 - b. the damage or loss liability fee payable according to your rental contract.
77. For claims relating to single vehicle accidents or accidents involving third parties, we will not debit your credit card or other approved form of payment mechanism until copies of the assessment,



repair, towing and assessing invoices or estimates and photos of the damage or loss have been supplied to you, unless:

- a. you accept liability for the accident; or
- b. it is reasonably likely that the damage and any third-party loss will exceed your liability agreed to under your rental contract.

78. When supplying supporting documentation, we will give you contact details to obtain further information about repair or replacement costs or other debits to your credit card or other approved form of payment.
79. In the event of a successful recovery from a third party or the successful defence of a third party claim we will refund any damage or loss liability fee or excess to you after considering any reasonable agency or legal costs incurred. We will tell you these costs. The refund will be pro rata if the recovery or defence are only partly successful.

Customers experiencing financial difficulty

80. If you have difficulty meeting your financial obligations to us, you should tell us as soon as possible and we will do everything we reasonably can to help you.
81. We will work with you or a representative acting on your behalf in good faith and in accordance with our policies to assist you. We will treat you fairly, respectfully and consider your specific circumstances.
82. We will have procedures in place to ensure we respond promptly to any request made to us, and genuinely consider your request for hardship assistance in good faith.
83. We will tell you whether we can provide you with any contract variation or other assistance in relation to your rental contract obligations and the reasons for our decision.

Customers experiencing vulnerability

84. We will train our staff to treat our diverse and vulnerable customers with respect, understanding and compassion.
85. We will do everything we reasonably can to help you if we become aware that you may be experiencing vulnerability, including but not limited to:
- age-related impairment;
 - cognitive impairment;
 - family or domestic violence;
 - financial abuse;
 - mental illness;
 - serious illness or injury;



- any other personal or financial circumstances that cause significant detriment, including incarceration, the serious illness or death of a partner or close family member or a relationship breakdown.

86. The misuse of our Car Rental Services to inflict economic or financial abuse is unacceptable. If we become aware that this is or may be occurring, we will take action to minimise or stop the misuse.

87. We will train our staff and customer service agents to act with respect, understanding and compassion if you appear to be in a vulnerable situation, but we may not become aware of your circumstances unless you tell us about them.

88. If you tell us about your personal or financial circumstances, we will work with you to try to identify a suitable way to access our Car Rental Services.

89. When we provide a Car Rental Service to a person who is experiencing vulnerability we will:

- be mindful of your safety and respect your need for confidentiality; and
- try to make it easier to communicate and engage with us.

Our debt recovery practices will be transparent

90. If, under the terms of your rental contract with us, you are responsible for repair costs, charges related to damage or loss, or other charges such as fines and tolls and you do not pay those costs or charges, we may take steps to recover or on-sell your debt. We will comply with all our legal, contractual and notification obligations about the amounts owed.

91. If you are in financial difficulty and have requested assistance (including, for example, a request to enter into a payment arrangement) we will consider the request and may suspend any recovery action against you until a decision has been made about whether we will agree to an arrangement, or some other form of assistance and that decision has been communicated to you.



Part E - Prompt and Fair Resolution of Complaints

92. If something goes wrong, or you are not satisfied with any aspect of our Car Rental Services, you will have access to our internal dispute resolution processes. If we can't address your concerns to your satisfaction, you can make a complaint to the Australian Car Rental Conciliation Service, which is a free service for customers that aims to make sure we settle the complaint reasonably and fairly for all.

Internal dispute resolution

93. We will have an internal process for handling complaints from our customers. We are committed to responding to complaints and disputes in a way that is:
- a. prompt, efficient and transparent;
 - b. consistent with the law; and
 - c. fair in all the circumstances.
94. We will have regard to relevant industry standards and guidance issued by the ASIC and the ACCC in the design and implementation of our internal complaints handling procedures.
95. We will work to resolve your complaint as quickly as possible, including "on the spot" if we can.
96. We will acknowledge all complaints within one business day or as soon as practicable.
97. We will provide you with a written response within 30 calendar days of receiving the complaint that will include:
- a. the outcome of our investigation of your complaint;
 - b. your right to take your complaint to the Australian Car Rental Conciliation Service (CRCS) if you are not satisfied with our response, and
 - c. the CRCS contact details.
98. There may be some circumstances where (unless otherwise required to do so) we will not provide a written response to you because we have either:
- a. resolved the complaint to your satisfaction within 5 business days; or
 - b. given you an appropriate explanation and/or apology and there are no further actions we can take to reasonably address the complaint.
99. We will only be able to deal effectively with your complaint if you continue to communicate with us and respond to our reasonable requests for information while we are considering the complaint.

Australian Car Rental Conciliation Service

100. If we are not able to resolve your concerns to your satisfaction, you can make a complaint to the Australian Car Rental Conciliation Service (CRCS).



101. The CRCS provides a conciliation service at no cost to you where:

- a. you have raised a concern or dispute with us about whether charges related to a rental contract that occurred in Australia were correctly applied by us;
- b. the dispute has been considered and decided under our internal dispute resolution process; and
- c. you are not satisfied with the outcome of our internal dispute resolution process.

102. The CRCS can consider your complaint when:

- a. it relates to an AFIA Member who is a signatory to this Code and has an obligation to adhere to the standards set out in this Code (ie. us);
- b. your complaint is about whether charges related to a rental contract that occurred in Australia were correctly applied by us;
- c. your complaint relates to a vehicle rented using a driver's licence issued by a relevant Australian State or Territory Government authority, or the international equivalent where you do not hold a driver's licence issued by an Australian State or Territory Government authority; and
- d. you have fully exhausted our internal dispute resolution process and received our final decision.

103. The CRCS cannot consider a complaint in any of the following circumstances:

- a. your complaint relates to a car rental company that is not a Code Member;
- b. your complaint is the subject of Court proceedings that have already commenced;
- c. your complaint is based on substantially the same events and facts as a previous complaint by you to the CRCS, unless there is material new information;
- d. the rental occurred outside Australia;
- e. your complaint relates to a personal injury matter;
- f. your complaint is about the method or cost of repairs to a vehicle;
- g. the complaint is made by a third party who does not have authority to act on your behalf;
- h. your complaint is deemed to be frivolous or vexatious; or
- i. the CRCS identifies a more appropriate forum to deal with the complaint.

104. When the CRCS considers your complaint it will:

- a. aim to acknowledge your complaint within 3 business days of receiving it;
- b. provide the details of your complaint to us;
- c. ask us to provide information and documents that are relevant to your complaint;



- d. if appropriate, ask us to investigate or make additional inquiries related to your complaint and report back to the CRCS;
- e. conciliate the complaint based on the written material provided by you and us; and
- f. aim to finalise the review of the complaint within 30 calendar days of receiving all the relevant information from you.

105. Notification of the outcome and the decision of the CRCS will be provided in writing to you and to us. If your complaint is not upheld, you will be given the reasons why.

Outcomes the CRCS can provide to you

106. If your complaint is upheld, the CRCS will look to ensure that any charges incorrectly raised by us are refunded to you in full. The CRCS can only consider whether a charge was correctly raised by us, and not the quantum of the amount charged.

107. The CRCS cannot award you any form of compensation payment.

108. There is no further review or appeal process available to you through the CRCS once a decision is made. Using the CRCS does not affect your statutory rights, and you are free to seek other consumer remedies, including under Consumer Protection Laws and other applicable laws, and legal remedies through the courts.



Part F - Code Compliance

109. You can report us to the Car Rental Code Compliance Committee (CCC) if you believe that we have acted in a way that is not consistent with this Code.
110. The CCC is an independent committee that has been established to monitor our compliance with this Code.
111. The CCC can investigate activities within its CCC Terms of Reference including any alleged breaches by us of this Code.
112. The CCC can take actions that are within its powers, including imposing sanctions for non-compliance, and can make recommendations to the AFIA Board, including cessation of AFIA membership for systemic non-compliance and/or egregious behaviour.
113. We will co-operate and comply with all reasonable requests of the CCC in its monitoring and investigation functions.
114. The CCC can take a range of actions if it decides that we have breached this Code. However, the CCC cannot make compensation orders or require us to refund or pay money to you.
115. Similarly, if we decide not to enter any future rental contract with you, the CCC cannot require us to enter any future rental contracts with you.
116. The CCC is not a forum to resolve complaints or disputes between you and us about our Car Rental Services. You should contact us in the first instance about any complaint or dispute that relates to a car rental contract.
117. The CCC cannot re-open or make changes to a decision by the CRCS or another dispute resolution service or court about a complaint or dispute.



Part G - Administration of this Code

118. The Australian Finance Industry Association Limited ACN 000 493 907 (AFIA) administers this Code.
119. This Code operates alongside and is subject to existing laws and regulations and does not limit your rights under those laws and regulations. Where there is any conflict or inconsistency between this Code and any law or regulation, that law or regulation prevails.
120. AFIA will review this Code at least every three years or sooner if instructed by the AFIA Board.
121. The AFIA Board may – after consultation with and seeking comments and suggestions from the CCC, Code Members and other organisations and people it considers appropriate – review and amend this Code at any time.



Part H - Definitions

ACCC means the Australian Competition and Consumer Commission.

AFIA means the Australian Finance Industry Association Limited ACN 000 493 907.

AFIA Car Rental Code Compliance Committee (CCC) means the independent committee established by AFIA to monitor and investigate compliance by Code Members with this Code.

AFIA Fair Wear and Tear Guide means the Fair Wear and Tear Guide published and updated by AFIA from time to time.

ASIC means the Australian Securities and Investments Commission.

Australian Car Rental Conciliation Service (CRCS) means the online conciliation service established by the AFIA Board under the provisions of the AFIA Constitution.

By-Laws means the AFIA Car Rental Group By-Laws, as approved by AFIA's Board, as amended from time to time.

Car Rental Service means the rental of a vehicle by a Code Member to a customer for a relatively short period of time, for a fee calculated based on the rental period. For the avoidance of doubt, leasing of vehicles or other fleet finance arrangements are not a Car Rental Service for the purposes of this Code.

CCC Terms of Reference means the AFIA Car Rental Code Compliance Committee Terms of Reference.

Code means this AFIA Car Rental Code of Practice.

Code Member means a member of AFIA who has been accredited as a Code Member under the By-Laws

Consumer Protection Laws means any law in Australia concerning consumer and small business protection including the Competition and Consumer Act 2010 (Cth), the Australian Securities and Investments Commission Act 2001 (Cth), their associated regulations and any State or Territory equivalents of those instruments.

CRCS Terms of Reference means the Australian Car Rental Conciliation Service Terms of Reference.

Rental Contract means the legally binding document between a car rental company and an individual or organisation wishing to rent a vehicle for a specified period. This agreement lays out the terms and conditions under which a rental car is provided to an individual or organisation under which both parties must adhere to during the rental period. This is sometimes otherwise referred to as a 'car rental agreement' or 'rental agreement'.



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