

# ***Avis Preferred Rental Terms and Conditions***

(Last Updated July 2009)

**AVIS**

We try  
harder.

**AVIS**

We try  
harder.

## Acknowledgments

The following acknowledgments in respect of jurisdiction, preferences, insurance, waivers and rentals in the countries indicated below relate to particular clauses in the Terms and Conditions. It is important you read and understand these acknowledgments, as well as the Terms and Conditions which follow.

Please note that capitalised terms have the meaning given to them in the Terms and Conditions.

### Jurisdiction (clause 1(d))

You acknowledge that the Terms and Conditions of each Avis Preferred Rental Agreement shall be governed by and construed in accordance with the laws of the country in which the Avis Licensee gives possession of the Vehicle to you. You hereby submit to the exclusive jurisdiction of the courts of such country.

### Rental Preferences (clause 4)

You acknowledge that every time you rent a Vehicle, the Avis Preferred Rental Agreement will incorporate the rental preferences you select in relation to matters such as car type, payment method, invoicing preference and the purchase of additional products or services. The preferences that will apply to each Vehicle rental will be as follows:

- (a) any preferences and terms specified in the relevant rate/product terms and conditions (which will be available when you book each rental - you will read and understand them before you enter into each Avis Preferred Rental Agreement); and
- (b) to the extent that preferences are not specified in the rate/product terms and conditions, the preferences you select whilst making your booking; and
- (c) to the extent that preferences are not specified in the rate/product terms and conditions or selected during booking, the preferences you select in your Customer Profile; and
- (d) any additional terms and conditions agreed by the Avis Licensee and you in relation to the purchase of additional products and services before or during the Avis Preferred rental, or on return of the Vehicle.

### Insurance/Waivers and Coverage Preferences (clauses 15 and 16)

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions relating to vehicle cover and insurance preferences.

You have read and you understand the Summary of Vehicle Cover and Insurance provided at the end of the Terms and Conditions. You hereby acknowledge that the coverage that will apply to each rental will be:

- (a) any coverage included in the rate applicable to any rental or that is mandatory in the country of rental; and
- (b) if no coverage is included or mandatory, the coverage you select whilst making your booking; and
- (c) if no coverage is included or mandatory, nor selected during booking, the coverage you select in your Customer Profile.

### Debiting of Charges (clause 8)

You hereby authorise all Avis Licensees with whom you enter into Avis Preferred Rental Agreements to debit all charges set out in clause 8 of the Terms and Conditions from your debit, credit or charge card, details of which you have included in your Customer Profile.

## Rentals in particular countries

The following additional acknowledgments apply for rentals in the country indicated:

### Austria

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular clauses 8, 9, 18, 19 and 21.

### Italy

Pursuant to Sections 33 to 38 of the Italian Consumer Code (Legislative Decree No. 206 of 6 September 2005) you hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular the following clauses:

1 (a) (Terms and Conditions incorporated by reference into Avis Preferred Rental Agreements); 1 (d) (Jurisdiction); 6(a) (The Avis Licensee may require early return of the Vehicle); 6(b) (Extension of your liability for collision damage and theft); 7 (Your obligations); 8 (Charges); 9 (Rental of equipment); 10 (Authorisation to charge costs to you); 12 (electronic invoicing); 15 (Extension of terms and conditions of insurance policy to you); 16 (Acceptance of Vehicle cover and insurance); 17 (termination); 18 (Your liability for property and persons transported by you); 19 (limitation of the Avis Licensee's liability); 20 (Indemnity regarding Customer Number); 21 (d) (the Avis Licensee's right to terminate); and 23 (Avis' unilateral right to vary the Terms and Conditions).

### Finland

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular clauses 18, 20 and 23.

### Luxembourg

Pursuant to Article 1135-1 of the Luxembourg Civil Code you hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular clauses 6, 17, 18 and 19.

### South Africa

You confirm that you have been given prior notice in terms of both the Short Term Insurance Act, No. 53 of 1998 and the Long Term Insurance Act, No. 52 of 1998, of your entitlement to the freedom of choice:

- (a) as to whether you wish to enter into a new policy and make it available for the purpose of protecting the Avis Licensee's interests, or wish to make available an existing policy of the appropriate value for that purpose, or wish to utilise a combination of these options; and
- (b) if you wish to enter into a new policy, as to the insurer with which the policy is entered into and as to any person who is to render services as intermediary in connection with the transaction; and
- (c) if you wish to enter into a new policy, as to whether or not the value of the policy benefits to be provided in terms of that policy, when taken in the aggregate with the value of the policy benefits provided under any other policy which is also to be made available and used for that purpose, shall exceed the value of the Avis Licensee's interest.

You further confirm that you have exercised your freedom of choice and that you were not subject to any coercion or inducement as to the manner in which you exercised that freedom of choice.

### Spain

You hereby acknowledge that each Avis Preferred Rental Agreement will not form until an Avis Licensee passes possession of the Vehicle to you.

### Switzerland

You hereby acknowledge that you have read, understood and accept the provisions of the Avis Preferred Rental Terms and Conditions, and in particular clauses 1(d), 8, 10, 16, 21 and 23. Furthermore, you expressly declare that for all rentals in Switzerland you accept the place of jurisdiction in Bulach/Switzerland.

# Rental Terms And Conditions

## 1. Effect of these Terms and Conditions

- (a) By signing the Avis Preferred membership card enclosed with the Terms and Conditions, you accept the incorporation of these Terms and Conditions (as amended from time to time) into all Avis Preferred Rental Agreements. These Terms and Conditions apply to all Avis Preferred rentals worldwide.
- (b) Each time you rent a Vehicle using Avis Preferred, the Avis Licensee and you will automatically enter into an Avis Preferred Rental Agreement, which will incorporate these Terms and Conditions. The Terms and Conditions that will apply will be the relevant Terms and Conditions set out below in respect of the country in which the Avis Licensee gives possession of the Vehicle.
- (c) You will indicate your acceptance of these Terms and Conditions for each Avis Preferred Rental Agreement by leaving the rental premises of the Avis Licensee with the Vehicle.
- (d) Each Avis Preferred Rental Agreement will be governed by and construed in accordance with the laws of the country where the Avis Licensee gives possession of the Vehicle to you, and you and the Avis Licensee hereby submit to the exclusive jurisdiction of the courts of that country.

## 2. Definitions

"Avis" means the company to whom you submitted your Membership Form.

"Avis Licensee" means the company operating the Avis Rent A Car System in the location in which you take possession of a Vehicle.

"Avis Preferred Rental Agreement" means a separate contract between you and an Avis Licensee for rental of a Vehicle, which incorporates the Terms and Conditions.

"Customer Profile" means your general information and preferences relating to matters such as car type, insurance, invoicing and data protection that you entered on the Membership Form, as updated from time to time by notice to Avis via Avis' website or otherwise.

"Membership Form" means the application form that you filled out in order to apply for membership of Avis Preferred.

"Terms and Conditions" means these Avis Preferred Rental Terms and Conditions.

"Vehicle" means any vehicle to which an Avis Licensee grants you possession for the purposes of rental, even if such vehicle is different to that selected by you during booking or as part of your general preferences selected on your Customer Profile.

"you" and "your" refer to the person whose name was entered in the Membership Form.

## Reservations

3. In order for a rental to qualify as an Avis Preferred rental you shall make a reservation for rental of a Vehicle at least 24 hours prior to the time of rental and shall at the time of reservation confirm that the rental will be an Avis Preferred rental.

## Terms that apply to each rental

4. The terms and conditions of each Avis Preferred Rental Agreement will incorporate (in the following order of priority):
  - (a) these Terms and Conditions;
  - (b) any preferences in relation to matters such as car type, payment method, invoicing preference and the purchase of additional products or services, along with any terms and conditions specified in the relevant rate/product terms and conditions and made available to you at time of reservation (including restrictions on refunds and changes to bookings, and additional charges);
  - (c) to the extent that preferences are not specified in the rate/product terms and conditions, the preferences you select whilst making your booking;
  - (d) to the extent that preferences are not specified in the rate/product terms and conditions or selected during booking, the preferences you select in your Customer Profile; and
  - (e) any additional terms and conditions agreed by the Avis Licensee and you in relation to the purchase of additional products and services before or during the Avis Preferred rental, or on return of the Vehicle.

## Picking up the Vehicle

5.
  - (a) At the commencement of each rental you will be required to show your current driving licence to an employee of the Avis Licensee prior to leaving the rental premises with the Vehicle. In the event that you are unable to comply with this requirement, no rental shall take place and no Avis Preferred Rental Agreement shall be entered into.
  - (b) The Avis Licensee may refuse to give possession of the Vehicle if you do not meet the Avis Licensee's standard conditions as to capacity and entitlement to drive applicable at the time and place of rental.
  - (c) In some Avis locations there may be regulatory requirements that require a separate rental agreement to be signed for each rental. If you sign a local rental agreement, only the terms and conditions of that local rental agreement will apply to that rental.

## Using the Vehicle

6.
  - (a) You must inspect the Vehicle, and advise the Avis Licensee if there are any defects in the Vehicle, before leaving the rental premises. In removing the Vehicle from the rental premises you acknowledge and agree that you received the Vehicle in good order and will return the same together with all keys, tyres, tools, car documents, accessories and equipment in the same condition (ordinary wear and tear excepted but excepting undue wear and tear by reason of abuse), to the agreed return location on the agreed date, unless you request and the Avis Licensee agrees to an extension, or sooner upon demand of the Avis Licensee.
  - (b) In the event of you having requested collection of the Vehicle, your liability for collision damage and theft shall (subject to any waiver thereof being applicable) extend to midday of the first working day following the requested collection time (working day is defined as Monday to Friday, 8 am to 6 pm).
7. During the term of the rental you shall be the legal custodian of the Vehicle and the Vehicle shall not be operated:
  - (a) to transport goods in violation of customs regulations or any other applicable regulations or in any other illegal manner, or to transport any dangerous, harmful, flammable, explosive or noxious substances of any description, or goods which are in any way likely to damage the Vehicle;
  - (b) to carry passengers or property for any consideration express or implied;
  - (c) to propel or tow any vehicle or trailer without the consent of the Avis Licensee;
  - (d) in motor sport events (including racing, pacemaking, rallying, reliability trials and speed testing);
  - (e) by any person driving when unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by applicable laws and regulations;

- (f) by any person other than:
  - (i) you or any person(s) nominated by you who is approved by the Avis Licensee at the time of rental, is at least 23 years of age (or such other age limit stated on the Avis Licensee's tariff for the type of vehicle rented), is duly qualified and holds and has held a current valid full driving licence for at least one year; or
  - (ii) in the case of breakdown or accident, a motor vehicle repairer provided that he is duly qualified and licensed; and
- (g) outside of the country in which the location it is collected from is situated without the express agreement of the Avis Licensee, unless the rental booking provides for return of the Vehicle outside that country.

### Charges

8. Avis Preferred rentals will be charged to you by the relevant Avis Licensee, except to the extent of any payment made at the time of booking. **You agree that you shall be personally liable to pay the Avis Licensee on demand the rental rate confirmed during booking, and to pay the following charges to the extent such charges are not already included in such rental rate:**

#### Standard charges

- (a) a mileage charge computed at the rate specified on the completed statement of charges for the mileage covered by the Vehicle until the Vehicle is returned (the number of miles over which the Vehicle is operated shall be determined by reading the odometer installed by the manufacturer; if the odometer fails the mileage charge shall be calculated from the road map distance of the journey travelled);
- (b) the airport surcharge (if any) as specified on the completed statement of charges;
- (c) Value Added Tax and all other taxes (if any) payable on the charges specified in this clause 8;
- (d) all fees charged by the Avis Licensee due to you or an additional driver's age;
- (e) all road fund and similar charges;

#### Optional charges

- (f) Collision Damage Waiver (if any), Personal Accident Insurance (if any), Theft Protection (if any) and miscellaneous charges at the rate specified on the completed statement of charges;
- (g) the Additional Driver's Charge (if any) as specified on the completed statement of charges;
- (h) charges for additional products or services (if any) that you rent or purchase along with the Vehicle;

#### Additional charges

- (i) refuelling service charge (if any) in respect of fuel consumed during rental as operated by the Avis Licensee at the date of rental;
- (j) the additional fee for one-way rental service, if any, as specified on the completed statement of charges, if the Vehicle is left elsewhere than at the agreed return location without the Avis Licensee's written consent a fee per mile, as determined by the Avis Licensee from time to time, from the renting location to the location where it is left;
- (k) all fines and court costs for parking, traffic or other violations assessed against the Vehicle, you, another driver or the Avis Licensee until the Vehicle is returned, except where caused through fault of the Avis Licensee;
- (l) the administrative fee for processing any fines pursuant to 8(k) above;
- (m) the Avis Licensee's reasonable costs for cleaning the interior of the Vehicle upon return for excessive stains, dirt or soilage attributable to your use of the Vehicle during the rental period;
- (n) the Avis Licensee's reasonable costs, including reasonable legal fees where permitted by law, incurred collecting payment due from you hereunder; and
- (o) the Avis Licensee's reasonable costs of repairing damage howsoever caused to the actual Vehicle or any accessories supplied, irrespective of the group of vehicle requested, plus loss of revenue at the daily rate shown on the completed statement

of charges based on the Avis Licensee's loss of use of the Vehicle and the Avis Licensee's reasonable cost of replacing the Vehicle in the event of theft. However if you comply with all the provisions of these Terms and Conditions, your liability for such costs shall (subject to Clause 9 below):

- (i) not exceed the responsibility amount as shown in the completed statement of charges for each occurrence;
- (ii) be limited to the non-waivable excess, if any, for each occurrence in respect of theft of all or part of the Vehicle if you have purchased in advance Theft Protection as evidenced by the indication in the "accept" space on your Customer Profile or by acceptance during the rental reservation process; and
- (iii) be limited to the non-waivable excess, if any, for each occurrence in respect of damage if you have purchased in advance Collision Damage Waiver as evidenced by the indication in the "Yes" box on your Customer Profile or by acceptance during the rental reservation process. Notwithstanding the foregoing provisions or any other terms of these Terms and Conditions your liability shall not be limited in the instances where the Avis Licensee suffers loss by reason of its insurance policy or any relevant waiver conditions being invalidated as a result of your acts or failures to act.

At the conclusion of each rental you will be provided with a statement of charges detailing the charges made in accordance with this clause.

9. These Terms and Conditions, to the extent that the same are relevant, apply to the rental of equipment (including but not limited to mobile telephones and satellite navigation systems) with or without a Vehicle. You agree that you shall be personally liable to pay the Avis Licensee on demand the Avis Licensee's reasonable costs (together with any applicable Value Added Tax or other taxes) of repairing damage or the replacement value in the event of loss or theft of such equipment.

### Payment

10. You accepting these Terms and Conditions hereby constitutes authority for the relevant Avis Licensee to compute and debit the total charges under each Avis Preferred Rental Agreement against your account with the specified card issuing organisation, on completion of the rental. Any terms and conditions notified to you at the time of reservation relating to the payment method chosen by you for any rental will be incorporated into the terms and conditions of that Avis Preferred Rental Agreement. If you have chosen to pay in a currency other than that used by Avis or the Avis Licensee when the quote was prepared, the exchange rate used is based on the Citibank wholesale rate plus 4%, with this currency conversion service being provided by the Avis Licensee.
11. Unless stated otherwise in any invoice issued by the Avis Licensee, you must pay all invoices for Avis Preferred rentals within 30 days from the date of invoice.

### E-Billing and electronic correspondence

12. (a) Provided the necessary consent has been obtained from you, the Avis Licensee may issue invoices in respect of any Avis Preferred Rental Agreement electronically or otherwise, and you hereby agree to receive and pay such invoices.
- (b) The Avis Licensee may, at its option and on notice to you, decide to cease issuing electronic invoices or vary any aspect of the electronic invoices to be issued and the method of delivery.
- (c) You understand that where an electronic invoice is provided in respect of a particular rental, no paper invoice will be provided.
- (d) You will be responsible for verifying all electronic invoices in accordance with the instructions provided with each invoice.
13. You consent to receiving all correspondence, notices and invoices from Avis Licensees by email at the email address listed in your Customer Profile.

### Data protection

14. (a) Avis or Avis Licensees may from time to time send you promotional materials setting out details of Avis services and offers from other companies which they believe may be of interest unless you have opted not to be contacted in this way. Any such promotional materials will be sent by the Avis Licensee or other companies operating the Avis Rent A Car System. The Avis Licensee will never

release your personal details for marketing purposes to any company that is not a member of the Avis Rent A Car System.

- (b) The Avis Licensee maintains a record of your personal information to assist in the operation of the Avis Licensee's business. The Avis Licensee operates as part of the Avis Rent A Car System and from time to time may share the information provided with other companies (located inside and outside Europe) within the system for transaction processing purposes.
- (c) The Avis Licensee will maintain electronic records of all rental agreements and other transactions that you enter into with the Avis Licensee.
- (d) You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. Details on how to do any of these things are set out in Avis' privacy policy on the Avis website.
- (e) The Avis Licensee may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.
- (f) Your personal information will be controlled primarily by Avis Europe plc, whose registered office is at Avis House, Park Road, Bracknell RG12 2EW, United Kingdom.

### **Vehicle cover and insurance**

15. It is agreed that you and any authorised user, as described in Clause 7 above, participate as an insured under an automobile insurance policy, a copy of which is available at any rental office. You should read and understand that document before entering into any Avis Preferred Rental Agreement, as it contains important information and terms. By accepting these Terms and Conditions you acknowledge that you have read and understand the policy. You are bound by and agree to the terms and conditions thereof.

You agree further to protect the interests of the Avis Licensee and its insurance company in case of loss or damage to the Vehicle by:

- (a) obtaining names and addresses of parties involved, and of witnesses;
  - (b) not admitting liability or guilt or giving money to any person or persons involved;
  - (c) not abandoning the Vehicle without adequate provision for safeguarding and securing the same;
  - (d) calling the nearest Avis station by telephone (transfer charge) even in case of slight damage; further completing Avis's accident report form as soon as practically possible;
  - (e) notifying the police immediately if another party's guilt has to be ascertained or if any person is injured, and delivering to the Avis Licensee a copy of any police accident report form as soon as the same is available;
  - (f) ensuring that the Vehicle is always locked when unattended.
16. You agree to read the Summary of Vehicle Cover and Insurance, which forms part of these Terms and Conditions and is available at the end of these Terms and Conditions. The coverage that will apply to each rental will be:
    - (a) any coverage included in the rate applicable to any rental or that is mandatory in the country of rental; and
    - (b) if no coverage is included or mandatory, the coverage you select whilst making your booking; and
    - (c) if no coverage is included or mandatory, nor selected during booking, the coverage you select in your Customer Profile.

### **Termination**

17. In the event of material breach by you of any Avis Preferred Rental Agreement the Avis Licensee may immediately terminate that Avis Preferred Rental Agreement without notice, repossess the Vehicle and for such purpose may enter any premises where the Vehicle may be and remove the same and you shall be responsible for and indemnify the Avis Licensee against all actions, claims, costs and damages consequent upon or arising from such repossession and removal.

### **Liability**

18. You hereby release and indemnify the Avis Licensee from and against any liability for loss or for damage to any property (including costs relating thereto) left, stored or transported by you or any other person in or upon the Vehicle before or after return of the Vehicle to the Avis Licensee.
19. (a) The Avis Licensee, whilst taking all precautions and using its best efforts to prevent such happening, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone or cellular network system, or any consequential or indirect loss or damage, including but not limited to third party claims or loss of profit, turnover, savings, business, clientele or data.
  - (b) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence or (iii) any liability to the extent the same may not be excluded or limited as a matter of law.

### **Your details**

20. You agree to keep secure your Customer Number, password and email account used to sign up to Avis Preferred or subsequently updated by you. You hereby release and indemnify the Avis Licensee from and against any liability for loss or for damage to any property (including costs relating thereto) including damage to any vehicle resulting from any failure by you to keep secure your Customer Number, password or email account.
21. (a) You represent and warrant that the information provided on your Customer Profile is true, accurate and complete, and undertake to notify Avis of any changes to any of that information, including any changes relating to your driving licence or credit, debit or charge card details.
  - (b) You may notify Avis of any changes to the information in your Customer Profile by updating your Customer Profile on the Avis website. If any such details change prior to or during an Avis Preferred rental, you must advise the Avis Licensee of such changes immediately.
  - (c) Each time you enter into an Avis Preferred Rental Agreement, you are deemed to certify that you hold a valid driving licence and are legally entitled to drive in the country of rental.
  - (d) If at any time any such information is not true, accurate or complete in any respect the Avis Licensee may immediately terminate any Avis Preferred Rental Agreement with or without notice. You further agree to indemnify and hold the Avis Licensee harmless from any loss, liability or expense arising out of any failure to so maintain the truth, accuracy or completeness of such information.

### **Miscellaneous**

22. If any provisions of these Terms and Conditions are prohibited by the law of any jurisdiction, or are held to be unenforceable, such provisions shall be of no effect in that jurisdiction but in all other respects the Avis Preferred Rental Agreement will continue in force.
23. You accept that Avis shall have the right to vary these Terms and Conditions from time to time on notice to you by way of notification on the Avis website. The latest version of these Terms and Conditions will be made available on the Avis website. If Avis varies these Terms and Conditions in such a way as to significantly vary your benefits or obligations, Avis will notify you of such changes by email to the address specified in your Customer Profile. Unless you give Avis written notice to the contrary within 30 days of notice from Avis, you shall be deemed to have accepted such variation in respect of all Avis Preferred Rental Agreements after such notice has been given by Avis. Notwithstanding the above, the Terms and Conditions that will apply to each Avis Preferred rental will be the Terms and Conditions in effect at the date you make the reservation for that rental.
24. It is agreed that the Avis Licensee shall not be deemed to waive any rights under any Avis Preferred Rental Agreement or to accept any alteration or addition thereto except in writing signed by an officer of the Avis Licensee or its authorised representative.

### **Provisions applying in specific countries**

25. Notwithstanding anything to the contrary appearing elsewhere in these Terms and Conditions the following provisions shall apply to any Avis Preferred Rental Agreements in the following countries:

#### **Austria**

1. If a Vehicle rented from any Avis location has no Austrian licence plate number you shall, in order to comply with customs regulations, not give custody of the Vehicle to any other person in Austria. If a Vehicle rented in Austria has no Austrian licence plate number and you have no domicile in Austria, you shall leave Austria with the Vehicle within four days of the commencement of the rental.
2. You hereby submit to the extent legally permitted for all disputes against any Avis Licensee situated in Austria which arise out of these Terms and Conditions or any Avis Preferred Rental Agreement to the exclusive jurisdiction of the court locally competent for the first district of Vienna.
3. Clause 19 shall be replaced with the following:
  - 19 (a) The Avis Licensee, whilst taking all precautions and using its best efforts to prevent such happening, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone or cellular network system, or any consequential or indirect loss or damage, including but not limited to third party claims or loss of profit, turnover, savings, business, clientele or data, unless caused by the Avis Licensee intentionally or through gross negligence.
  - (b) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence or (iii) any other damage caused by the Avis Licensee intentionally or through gross negligence.

#### **Belgium**

You agree that the entry into these Terms and Conditions and all Avis Preferred Rental Agreements, along with all communications relating to Avis Preferred Rental Agreements (including reservation confirmations), by way of electronic communication (including email and telephone) will comply with all written evidence rules (to the extent they are applicable). The Avis Licensee will be entitled to rely on its electronic records to prove the contents of the agreements you enter into with Avis and Avis Licensees, even if this requires deviation from any applicable written evidence rules.

Clause 19(b)(iii) shall be amended to read:

- 19 (b) (iii) any other damage caused by the Avis Licensee through gross negligence, or as a result of latent or hidden defects.

#### **France**

1. You are advised that a relatively low level of authentication, based on your email address and Wizard number (if any), is required in order to sign up to Avis Preferred, and to make rental reservations in your name that incorporate these Terms and Conditions. You acknowledge that such a level of authentication carries with it the risk that your identity may be "borrowed" by third parties should they gain access to your email account, Wizard number and/or password. This may result in your credit card being used fraudulently to make rental reservations.
2. You agree that the entry into these Terms and Conditions, and all communications relating to future rental agreements (including reservation confirmations), may be made by way of electronic communication (including email and telephone).
3. The costs covered in section 8(o) of these Terms and Conditions (expenses linked to damage to the Vehicle or its accessories) may be invoiced to you, whether the damage to the vehicle or its accessories is repaired or not. These costs will be invoiced based on the price list table available in the office of the Avis Licensee.
4. It is agreed that you or any other authorised user, as described in section 7 of these Terms and Conditions, are entitled to unlimited third party legal liability cover in accordance with French laws and regulations.

#### **Germany**

Clause 19 shall be replaced with the following:

- 19 (a) Subject to the provisions in Clause 19(b), the Avis Licensee's statutory liability for damages shall be limited as follows:
  - (i) The Avis Licensee's strict liability for defects in the Vehicle or equipment, satellite navigation equipment, telephone or cellular network which are in existence at the time of entering into an Avis Preferred Rental Agreement (cf. section 536a para. 1, 1. alt. of the German Civil Code – "BGB") is excluded, unless
    - such defect affects the material contractual obligations of the Avis Licensee and you could reasonably rely on the absence of such defect; or
    - the Avis Licensee has fraudulently concealed such defect.
  - (ii) The Avis Licensee shall only be liable up to the amount of the typically foreseeable damages at the time of entering into the Avis Preferred Rental Agreement for damages caused by a negligent breach of material contractual obligations;
  - (iii) The Avis Licensee shall not be liable for damages caused by a negligent breach of non-material contractual obligations.
- (b) The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for culpably caused personal injuries.
- (c) You shall take all reasonable measures to mitigate damages.

#### **Greece**

For the evaluation of any disputes which arise out of these Terms and Conditions or any Avis Preferred Rental Agreement in Greece, you expressly declare that you accept the place of jurisdiction in Athens, Greece.

Clause 19(b)(ii) shall be amended to read:

- 19 (b) (iii) any other damage caused by the Avis Licensee intentionally or through gross negligence, or resulting from any offence against life, honour, health or freedom.

#### **Luxembourg**

You agree that the entry into these Terms and Conditions and all Avis Preferred Rental Agreements, along with all communications relating to Avis Preferred Rental Agreements (including reservation confirmations), by way of electronic communication (including email and telephone) will comply with all written evidence rules (to the extent they are applicable). The Avis Licensee will be entitled to rely on its electronic records to prove the contents of the agreements you enter into with Avis and Avis Licensees, even if this requires deviation from any applicable written evidence rules.

#### **Netherlands**

1. Clause 19(a) shall be amended as follows:
  - 19 (a) The Avis Licensee, whilst taking all precautions and using its best efforts to prevent such happening, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone, GSM-network or cellular network system, or for any consequential or indirect loss or damage, including, but not limited to, third party claims or loss of profit, turnover, savings, business, clientele or data, unless the Avis Licensee was aware or should have been aware of the defect or fault. A situation preventing you from receiving the expected use of any leased item, other than consisting of a defect or fault of the Vehicle or of an other leased items, shall not be considered a defect or fault of the leased item.
2. You shall not be entitled to compensation for any changes or additions made by you, even if the Avis Licensee has agreed to such changes or additions.
3. Avis Autoverhuur B.V. is considered an Avis Licensee referred to in these Terms and Conditions. These Terms and Conditions are provided to you on behalf of Avis Autoverhuur B.V. and the other Avis Licensees.

### **Poland**

1. The Avis Licensee will enter into a separate rental agreement written in Polish with you if you so request.
2. Clause 19(a) shall be replaced with the following:
  - 19 (a) The Avis Licensee, whilst taking all precautions and using its best efforts to prevent the happening of such occurrence, shall not be liable for any loss or damage arising from any fault or defect in or from mechanical failure of the Vehicle or any equipment, satellite navigation equipment, telephone or cellular network system, or any consequential or indirect loss or damage, unless caused by the Avis Licensee intentionally.

### **Portugal**

Clause 19(b)(iii) shall be amended to read:

- 19 (b) (iii) any other damage caused by the Avis Licensee intentionally or through gross negligence.

### **Republic of Ireland**

1. Section 39 of the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act") is hereby excluded with respect to the supply of any service by the Avis Licensee to you.
2. The contractual rights which you enjoy by virtue of Section 39 of the 1980 Act are in no way prejudiced by anything contained in these Terms and Conditions save to the extent permitted by law.
3. Nothing in these Terms and Conditions is intended to nor shall be interpreted so as to restrict or exclude in any manner whatsoever the rights which you, if dealing as a consumer, enjoy by virtue of Sections 13, 27, 28, 29 or 38 of the 1980 Act.

### **South Africa and Namibia**

1. In accordance with Section 61(1) of the National Road Traffic Act of 2000 you must report any accident to the Police or at any office set aside by a competent authority for use by a traffic officer within 24 hours of the accident's occurrence.
2. The Avis Licensee hereby notifies you in terms of both the Short Term Insurance Act, No. 53 of 1998 and the Long Term Insurance Act, No. 52 of 1998, of your entitlement to the freedom of choice:
  - (a) as to whether you wish to enter into a new policy and make it available for the purpose of protecting the Avis Licensee's interests, or wish to make available an existing policy of the appropriate value for that purpose, or wish to utilise a combination of these options; and
  - (b) if you wish to enter into a new policy, as to the insurer with which the policy is entered into and as to any person who is to render services as intermediary in connection with the transaction; and
  - (c) if you wish to enter into a new policy, as to whether or not the value of the policy benefits to be provided in terms of that policy, when taken in the aggregate with the value of the policy benefits provided under any other policy which is also to be made available and used for that purpose, shall exceed the value of the Avis Licensee's interest.

### **Spain**

1. The "damages howsoever caused" referred to in Clause 8(o) expressly include damages caused by unforeseeable events and by "force majeure".
2. Clause 19(b) shall be replaced with the following:
  - 19 (b) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence, (iii) wilful misconduct or gross negligence, (iv) in the event you are considered as a consumer under Spanish law, any liability that, according to Spanish consumer law cannot be excluded, or (v) any liability to the extent the same may not be excluded or limited as a matter of law.
3. You hereby authorise the Avis Licensee to take possession of all property left in the Vehicle when the Avis Licensee retakes possession (either owned by you or any third party), and indemnify the Avis Licensee against all liability for any loss or damage to such property.

4. The following provisions shall be added to clause 14:

- (g) According to Organic Law 15/1999 of 13 December on the Protection of Personal Data and Act 34/2002 of 11 July on Services of Information Society and Electronic Commerce and other applicable regulations, the data you provide us with through the Membership Form will be kept in a file at Avis Alquile Un Coche S.A., Avenida de Manteras, 32, Edificio C, 28050 Madrid, in order to deal with the cancellation of the Avis Preferred service as well as with the benefits corresponding to this service and other Avis services or related to the car hire service, and/or linked to the transport, automobile and/or accommodation sectors that we consider may be of interest to you. In the case of commercial correspondence by email or equivalent medium, you consent in writing to receive advertisements by this medium, unless otherwise stated.
- (h) In order to render the service, in certain cases, Avis may need to share your data with third parties. You are thus advised that Avis works within the Avis Rent a Car System, whereby you expressly accept the transfer of the personal data on the Membership Form to companies within the Avis Rent A Car System, nationwide and worldwide, as well as to suppliers and agents that may collaborate with Avis in the car-hire service. This aims at offering you our best customer service as well as keeping you up-to-date with Avis products and services and products and services related to car hire, and/or linked to the transport, automobile and/or accommodation sectors that we consider may be of interest to you.
  - (i) Avis Alquile Un Coche S.A. advises you that your data may be disclosed to the competent authorities if requested.
  - (j) Avis Alquile Un Coche S.A. advises you that electronic files of all hire contracts and other transactions with Avis will be kept on file.
- (k) You may exercise your right of access, rectification, cancellation and opposition by means of a petition in writing directed to Avis Alquile Un Coche S.A., Avda. de Manteras, 32, Edificio C, 28050 Madrid.

### **Sweden**

Clause 19(b)(iii) shall be amended to read:

- 19 (b) (iii) any other damage caused by the Avis Licensee intentionally or through gross negligence.

### **Switzerland**

1. For the evaluation of any disputes which arise out of these Terms and Conditions or any Avis Preferred Rental Agreement in Switzerland, you expressly declare that you accept the place of jurisdiction in Bulach/Switzerland.
2. Clause 19(b)(iii) shall be amended to read:
  - 19 (b) (iii) any other damage caused by the Avis Licensee through gross negligence or wilful misconduct.

### **United Kingdom**

1. You shall be liable as owner of the Vehicle in respect of:
  - (a) any fixed penalty offence (which may be committed with respect to that vehicle) under the Traffic Acts; and
  - (b) any excess charge which may be incurred in pursuance of an order under Section 45 and 46 of the Road Traffic Regulation Act 1984 (Parking on highways for payment).
2. Where you decline optional coverages on your Customer Profile then, notwithstanding anything to the contrary in these Terms and Conditions, you shall:
  - (a) insure the Vehicle (including any additional or replacement vehicle which may be provided under the Avis Preferred Rental Agreement) on a comprehensive basis with a first-class insurance company approved by the Avis Licensee in the full replacement value thereof to the Avis Licensee;
  - (b) maintain such insurance throughout the duration of every Avis Preferred Rental Agreement and any extension thereof and ensure that the Avis Licensee's name is endorsed on the policy as the owner of the Vehicle;
  - (c) comply with the terms and conditions of the insurance policy and pay to the Avis Licensee any excess in the event of a claim;

- (d) call the nearest Avis station by telephone (transfer charge) even in case of slight damage; further complete the Avis Licensee's incident report as soon as practically possible;
  - (e) in the event of any exclusion under the policy, or the insurers withholding or refusing indemnity, indemnify the Avis Licensee in respect of all loss or damage to the Vehicle and all claims from third parties which may arise;
  - (f) not effect repairs or modifications to the Vehicle. The Avis Licensee shall have the sole right and responsibility to repair damage to the Vehicle; and
  - (g) if any claim is made against the insurers, allow the Avis Licensee to conduct any negotiations and effect any settlement with insurers and agree to abide by any settlement or arrangement with the insurers by the Avis Licensee. Any monies payable by the insurers shall be paid to the Avis Licensee or as the Avis Licensee shall direct.
3. Clause 19 of the Terms and Conditions is deleted and replaced with the following:
- 19 (a) The Avis Licensee will be responsible if someone is injured or dies as a result of its act or omission. The Avis Licensee will also be responsible for losses suffered by you as a result of the Avis Licensee breaching these Terms and Conditions where such losses are a foreseeable consequence of the breach in the circumstances of the case. Losses will be foreseeable where they are in the Avis Licensee's and your contemplation at the time you enter into the Avis Preferred Rental Agreement. The Avis Licensee is not responsible for indirect losses which happen as a side effect of the main loss or damage and which you may suffer which are not foreseeable by the Avis Licensee or you (such as loss of profits or loss of opportunity).
- (b) Nothing in this clause or otherwise in these Terms and Conditions shall exclude or in any way limit the Avis Licensee's liability to you for (i) fraud, (ii) death or personal injury caused by the Avis Licensee's negligence or (iii) any liability to the extent the same may not be excluded or limited as a matter of law.
- (c) Nothing in these Terms and Condition reduces your statutory rights including relating to a refund and/or the Avis Licensee's breach of these Terms and Conditions. For further information about statutory rights you should contact your local authority, Trading Standards Department or Citizens' Advice Bureau.

## **Summary Of Vehicle Cover And Insurance In Europe, The Middle East, Asia And Africa**

### **Collision Damage Waiver (CDW)**

Acceptance of CDW (or the inclusion of CDW within the contracted rate) removes your and the driver's liability to pay for collision damage to the Vehicle and for damage to the Vehicle caused by vandalism but you will be liable to pay the amount of any excess applied from time to time. The amount of the excess varies by country, product and Vehicle group and may be subject to change. The current details for each rental may be requested at the time of making a reservation under the Avis Preferred service. In the event of a successful third party claim by the Avis Licensee, any excess amount collected from you will be refunded. Customers who do not accept CDW are responsible up to the maximum of the responsibility amount applicable to each rental for the cost of repairing damage to the Vehicle caused by collision, vandalism, acts of terrorism or natural catastrophes. These costs may include parts, labour, towing and storage costs, a daily fee for the Avis Licensee's loss of use of the Vehicle and an administration fee.

### **Theft Protection (TP)**

Acceptance of TP relieves you of liability for payment in the event of theft of all or part of the Vehicle, but you will be liable to pay the amount of any excess applied from time to time. In the event of a successful third party claim, any excess amount collected from you will be refunded.

TP also provides in certain countries, insurance cover against theft and accidental damage to your, the driver's and passengers' personal effects travelling with you, the driver or passengers during the rental period. Please note that (i) personal belongings are covered only whilst they are locked in the Vehicle, and (ii) no single item is insured for more than a specified amount, which varies from country to country; valuables (e.g. money and jewellery) are not covered. The current details applicable to each rental may be requested at the time of making a reservation under the Avis Preferred service.

If TP is not purchased, you are liable for the cost of replacing a stolen Vehicle or parts stolen from a Vehicle up to the maximum of the responsibility amount. In addition to the cost of the replacement Vehicle or parts, the following charges may also be included unless the loss is total: labour, costs associated with the recovery and storage of a Vehicle immobilised as a result of the theft, a daily fee for the Avis Licensee's loss of the Vehicle and an administration fee.

Special Note: TP, whether accepted at the time of rental or included in the rate, is not valid if a rental originating from Western Europe enters Eastern Europe. For this purpose, Western Europe means: Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, Monaco, the Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, UK; and Eastern Europe means: Albania, Belarus, Bosnia, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Macedonia, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, Turkey and Ukraine.

### **Personal Accident Insurance (PAI)**

Acceptance of PAI covers you, the driver and passengers in the Vehicle for death, disability and medical expenses. The limits of coverage vary by country. The current details for each rental may be requested at the time of making a reservation under the Avis Preferred service. PAI also provides, in certain countries, insurance cover against theft and accidental damage to your, the driver's and passengers' personal effects travelling with you, the driver or passengers during the rental period. Please note that (i) personal belongings are covered only whilst they are locked in the vehicle, and (ii) no single item is insured for more than a specified amount; valuables (e.g. money and jewellery) are not covered. The current details applicable to each rental may be requested at the time of making a reservation under the Avis Preferred service.

## Canada/United States

Notices about Loss Damage Waiver (LDW)  
Effective June 12, 2009

## Avis Preferred Rental Terms And Conditions United States/Canada

### 4. General

- (a) These Terms and Conditions form a part of the Rental Agreement (described hereinafter at times as the/this "Agreement"), which consists of the following parts: the car renter's Enrollment Profile for use in enrolling the car renter into Avis Preferred Service, the rental document issued at the time of rental ("rental document"), a return document in a paper or electronic form with final charges, and the Terms and Conditions stated below.
- (b) This Agreement is between the person signing it, or otherwise indicating assent as the car renter ("you," "your" or "yours") and Avis Rent A Car System, LLC; or Aviscar Inc.; or an independent Avis Rent A Car System licensee ("we," "us," "our" or "ours") and covers the rental of each car by us to you under Avis Preferred Service ("rental"). You understand that these Terms and Conditions will apply to each rental of a car to you by us using Avis Preferred Service, as fully as if contained in a separate agreement signed by you. You agree and understand that your obligations under this Agreement are personal and are not assignable or transferable by you. Except as may be otherwise explicitly stated in a particular provision of this Agreement, if your Enrollment Profile indicates a United States address, then the terms of this Agreement are governed by the law of the State of New Jersey, without regard to its conflicts of law principles. Except as may be otherwise explicitly stated in a particular provision of this Agreement, if your Enrollment Profile indicates a Canadian address, then the terms of this Agreement are governed by the law of the Province of Ontario, without regard to its conflicts of law principles. You understand that each rental is solely a bailment for mutual benefit and that you are not our agent for any purpose. If any term or condition of this Agreement is prohibited or restricted by the law of a jurisdiction in which a rental commences, for that rental such law controls.
- (c) You further agree that we have the right to change these Terms and Conditions from time to time either upon written notice to you, in paper or electronic form, or upon our posting such changes on the Avis web site. Such changes will apply to rentals that you reserve after such notice has been given, as indicated by the date of such notice, if sent in written form, or the date such changes are posted on the Avis web site, which date will be indicated therein. Changes to the Terms and Conditions will be posted as they occur on the Avis web site at [avis.com/terms](http://avis.com/terms).
- (d) You must keep your Enrollment Form information current by notifying Avis of any changes to such information including, not limited to your mailing address, drivers license and charge card. You are encouraged to update your profile at [avis.com](http://avis.com) or you may call 1-866-842-5552. For your convenience, if your profile indicates a U.S. address, Avis will access the National Change of Address registry administered by the United States Postal Service ("USPS") to update your address from time to time. Only exact customer matches will be updated. Avis is not responsible for errors resulting from USPS processing.

### 5. Meaning of Car

The word "car" means the vehicle rented to you or its replacement and includes tires, tools, equipment, accessories, plates and car documents.

### 6. Who May Drive the Car

- (a) You represent that you are a capable and validly licensed driver. You agree that we have the right to verify that your license has been validly issued and is in good standing; and that we may refuse to rent to you if your license has been suspended, revoked, otherwise restricted in any way, or if your driving record is unsatisfactory to us.
- (b) We reserve the right to deny rentals based upon information about your license status or driving record provided by the Motor Vehicle Department of the State/Province, which issued your license.

- (c) Except where otherwise specifically authorized by applicable law, only you, your spouse or domestic partner, or, if you rent from us under your employer's corporate account agreement, your employer or a regular fellow employee incidental to business duties may drive the car, but only with your prior permission. The other driver must be at least 25 years old and must be a capable and validly licensed driver.

### NOTICE FOR RENTALS IN QUEBEC AND ONTARIO, CANADA

As the renter or signatory of this Agreement, you certify that you hold a valid driver's license for the appropriate class authorizing you to drive the vehicle or vehicles described in the contract and you undertake to ensure that any person called upon to drive the said vehicle or vehicles also holds a valid driver's license for the appropriate class.

### 7. Return of the Car

- (a) You agree to return the car to us in the same condition you received it, ordinary wear and tear excepted, on the due date and at the time and to the location specified by you at the time of reservation. You must return it sooner on our demand. If you return it earlier or later, a different or higher rate may apply and, if returned later, you may be charged a late return fee. You may not return the car at a time when we are closed. If you do, your responsibility for damage to or loss of the car will continue; and all charges stated on the rental document as a periodic rate will continue to accrue until the return location reopens and we retake actual possession of the car. If we do not find the car when that location reopens, your responsibility for all charges and for damage to or loss of the car will continue until the car is actually returned or recovered and possession is returned to us.
- (b) If you represent in your reservation that you will return the car to a location other than the location where your rental commences, you may have to pay a "one way service fee." If you return the car to a different location from the agreed return location without our written permission, you agree to pay the unauthorized return location fee specified by us, which is a minimum of \$45. If this fee is higher by multiplying normal mileage rate by the distance between the renting location and the actual return location, as specified on the return document/return record, you'll pay a higher fee. You also understand that a different or higher rate may apply.
- (c) If you wish to extend any rental you must contact us at 1-888-897-8448 to request it before your return date. We may or may not grant an extension or decline to grant it for the entire period you request in our sole discretion. If we do grant an extension a different or higher rate may be applied to the extension period; and a service fee may also apply.

### 8. Reservation

You agree that you must make a reservation for each rental at least 24 hours prior to the scheduled time of rental; and must inform the reservation agent, or if made electronically, indicate that this will be a Preferred Service rental.

### 9. Rental Charges

You will pay for the number of miles/kilometers you drive and the period of time you rent the car at the rate provided to you by the reservation agent or reservation system at the time of reservation, or your applicable corporate rate. The minimum charge is one day (24 hours) plus mileage/kilometerage, or a fixed fee. We will determine the miles/kilometers by reading the factory-installed odometer. The daily charge applies to consecutive 24-hour periods starting at the hour and minute the rental begins. If you fail to comply with any conditions for special rates specified on the rental document our otherwise applicable rates will be charged. You'll pay all charges that apply to the rental for miscellaneous services and, where permitted, airport facility fees and/or concession recovery fees, vehicle license recovery fees, other fees and surcharges. If you present any rewards certificates, coupons or vouchers associated with a loyalty rewards program, you may be charged a redemption fee. If you use a car with automatic toll payment capability, you will pay for all tolls incurred during your rental and all related service charges. You will also pay a reasonable fee for cleaning the car's interior upon return for excessive stains, dirt or soilage attributable to your use. We maintain a non smoking fleet. You will pay an additional charge if you smoke in the car. You and any third party to whom any rental charges are billed, such as an insurer or employer, are jointly and severally responsible for payment of all such charges. If you direct us to bill any such charges to a third party, you represent that you are authorized to do so.

## 10. Start of Rental

The rental commences when you receive the keys to the designated car from us or when you drive the designated car to the gate and show your valid driver's license to the gate attendant. You understand that in some states it may be required that we do a driver's license signature comparison at the time of rental.

## 11. Repossessing the Car

We may repossess the car anytime it is found illegally parked, being used to violate the law or this Agreement, or appears to be abandoned. We may also repossess the car anytime we discover you made a misrepresentation to obtain the car. You agree that we needn't notify you in advance. If the car is repossessed, you agree to pay the actual and reasonable costs incurred by us to repossess the car and agree that such costs will be charged to the card you used to rent the car.

## 12. Prohibited Use of the Car

Certain uses of the car and other things you or a driver may do, or fail to do, will violate this Agreement and, in addition to anything else may cause us to cancel your enrollment in Avis Preferred Service. A violation of this paragraph 9, which includes USE of the CAR BY AN UNAUTHORIZED DRIVER, WILL AUTOMATICALLY TERMINATE YOUR RENTAL, VOID OF ALL LIABILITY PROTECTION AND OPTIONAL SERVICES THAT YOU HAVE ACCEPTED, INCLUDING ADDITIONAL LIABILITY INSURANCE, PERSONAL ACCIDENT INSURANCE, PERSONAL EFFECTS PROTECTION AND LOSS DAMAGE WAIVER. IT ALSO MAKES YOU LIABLE TO US FOR ALL PENALTIES, FINES, FORFEITURES, LIENS AND RECOVERY AND STORAGE COSTS, INCLUDING ALL RELATED LEGAL EXPENSES, FEES AND COSTS.

It is a violation of this paragraph 9 if:

- (a) You use or permit the car to be used: 1) by any one other than an authorized driver, as defined in paragraph 3 above; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race or contest, or on unpaved roads; 5) while the driver is under the influence of alcohol or a controlled substance; 6) for conduct that could properly be charged as a felony or misdemeanor, including the transportation of a controlled substance or contraband; 7) recklessly or while overloaded; 8) if rented in the United States, outside of the United States, or with our permission, Canada; or 9) if rented in Canada, outside of Canada, or with our permission, the United States: or
- (b) You or an additional driver, authorized or not: 1) fail to report any damage to or loss of the car when it occurs, or when you learn of it but, barring physical incapacity, in no event delayed more than 24 hours; 2) fail to promptly provide us with a written accident/incident report or fail to cooperate fully with our investigation; 3) obtained the car through fraud or misrepresentation; 4) leave the car and fail to remove the keys or close and lock all doors, close all windows and the trunk and the car is stolen or vandalized; or 5) return the car after hours and the car is damaged, stolen or vandalized.

## 13. Loss Damage Waiver (LDW)

You understand that you may choose to accept or decline the LDW option by so indicating on your Enrollment Profile. You understand that LDW is not insurance and is not mandatory. You agree that your choice will apply to each rental you make using Preferred Service, unless and until you change your choice for all future rentals by sending us a new Enrollment Profile indicating the changed choice in writing. On any rental for which you have chosen to accept LDW, you'll pay the applicable additional daily LDW fee in effect at the time of rental for each full or partial day that the car is rented to you. In that case if the car is used and operated in accordance with this agreement, we assume responsibility for the loss of or damage to the car except, if permitted by law, for lost, damaged or stolen keys or remote entry devices and except for your amount of "responsibility", if any specified on the rental document at the time of rental. You understand that we have the right to change the LDW fee from time to time; and that you can be informed of the LDW fee that will apply at the time of your rental by requesting this information from the reservation agent, or checking the Avis web site at the time you reserve.

In Canada, if you accept LDW, there may nevertheless be a non-waivable amount for which you will be responsible in the event of loss or damage to the car, which amount will be specified on the rental document at the time of rental. Currently this amount is a maximum of CA \$500.

## NOTICES ABOUT LOSS DAMAGE WAIVER (LDW)

The following section meets certain state requirements for disclosure.

**Indiana:** Avis offers an option, for an additional daily charge, to relieve your responsibility for loss or damage to the car. If you chose not to purchase the optional LDW, you are responsible for loss or damage, including loss of use, at Avis' repair cost for parts, paint and labor (inclusive of discounts extended to Avis), up to the current fair market value if the car is stolen or Avis determines the car is beyond repair. Even if you elect to purchase the LDW option, you may be responsible for loss or damage under certain prohibited events. Check paragraph 11 below entitled "Damage to/Loss of the Car." Read the list of prohibited events in paragraph 9 of these Terms and Conditions, including exclusions from LDW. Determine if your own insurance affords coverage for loss or damage, the limit of coverage and a deductible. Your own insurance may cover all or part of your financial responsibility for collision damage and the amount of the deductible. You should check with your insurance carrier to find out about your coverage.

**Connecticut and Texas:** The renter's personal automobile insurance policy may cover collision, damage, fire, theft and personal injury incurred while using a rental motor vehicle. The annualized rate for the LDW is the daily rate times 365 days. Read the list of prohibited events in paragraph 9 of these Terms and Conditions, including exclusions from LDW. In Texas, the Texas personal automobile insurance policy may or may not provide coverage for the legal liabilities of the policyholder in connection with the loss of or damage to a rented vehicle or may otherwise exclude or restrict such coverage. Loss damage waiver is not insurance. In Texas and in Connecticut, the purchase of loss damage waiver is not mandatory.

**Hawaii:** LDW Notice: Avis offers an option for an additional daily charge (\$11.99–\$15.99, depending on car group, rented in Hawaii) to relieve your responsibility for loss of or damage to the car. If LDW is not accepted, you are responsible for loss or damage, including loss of use, at Avis' repair costs for parts, paint and labor up to a maximum of the current fair market value if the car is stolen or Avis determines the car is beyond repair. Even if you accept LDW, you may be responsible for loss or damage under certain prohibited events. Check your Rental Agreement or paragraph 11 below entitled "Damage to/Loss of the Car." Read the list of prohibited events in paragraph 9 of these Terms and Conditions, including exclusions from LDW. Determine if your own insurance affords coverage for loss or damage, the limit of coverage and a deductible. Your own insurance may cover all or part of your financial responsibility for collision damage and the amount of the deductible. You should check with your insurance carrier to find out about your coverage.

**California and Nevada:** You are responsible for loss or damage to the rented vehicle even if someone else caused it or the cause is unknown. You are responsible for the cost of repair up to the value of the vehicle, loss of use where allowed by law, and towing, storage and impound fees. Your own insurance may cover all or part of your financial responsibility for the rented vehicle. Check with your insurance company to find out about your coverage. Avis will not hold you responsible if you buy LDW, but LDW will not protect you for loss or damage under certain prohibited events. Read the list of prohibited events in paragraph 9 of these Terms and Conditions, including exclusions from LDW. The daily cost of optional LDW in California is either \$9.00 or \$15.00 or a fair market rate based expressly upon the MSRP of the vehicle as set forth by California law and \$15.00 in Nevada, per day. In California and Nevada, the purchase of LDW is not mandatory.

**Virginia, Maryland and Kansas:** This contract offers, for an additional charge, an LDW to cover your responsibility for loss or damage to the vehicle. Before deciding whether to purchase LDW, you may wish to determine whether your own vehicle insurance affords you coverage for loss or damage to the rental vehicle and amount of the deductible under your own insurance coverage. The purchase of this loss damage waiver is not mandatory and may be declined. Maryland residents holding auto insurance covering collision damage have automatic coverage for collision damage to rental cars rented for 30 days or less.

**Missouri and Iowa:** Collision Damage Waiver and Car Rental Insurance Notice: This contract offers for an additional charge collision damage and car rental insurance products. Before deciding whether to purchase any of these optional products, you may wish to determine whether your personal insurance or credit card provides you coverage during the rental period. The purchase of any of these optional products is not required to rent a vehicle.

**Colorado:** This contract offers, for an additional charge, an LDW to cover your responsibility for loss of or damage to the vehicle. You are advised not to accept this waiver if you have rental vehicle coverage provided by certain gold or platinum credit cards or insurance on your own vehicle. Before deciding whether to purchase the LDW, you may wish to determine whether your own vehicle insurance affords you coverage for loss or damage to the rental vehicle and the amount of the deductible under your own insurance coverage. The purchase of this LDW is not mandatory and may be declined.

**Louisiana:** If you have collision coverage under your own automobile insurance policy written in Louisiana, your collision coverage automatically extends to rental motor vehicles pursuant to R.S.22:1406(F). Even if you are not a Louisiana insured renter, the purchase of loss damage waiver is not mandatory and may be declined. This contract offers, for an additional charge, a loss damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the loss damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under such coverage.

**Minnesota Consumer Protection:** Under Minnesota law, a personal automobile insurance policy must: (1) cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle; (2) extend the policy's basic economic loss benefits, residual liability insurance, and uninsured and underinsured motorist coverage to the operation or use of a rented motor vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this rental contract is not necessary. In addition, purchase of any additional liability insurance is not necessary if your policy was issued in Minnesota unless you wish to have coverage for liability that exceeds the amount specified in your personal automobile insurance policy.

**NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A COLLISION LOSS DAMAGE WAIVER (LDW) TO COVER ALL OR PART OF YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE COLLISION LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. THE PURCHASE OF THIS COLLISION LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE DECLINED.**

**Massachusetts:** This contract offers, for an additional charge, a collision damage waiver to cover your financial responsibility for damage to the rental vehicle. Your personal automobile insurance may already cover you for damage to a rental car. The purchase of a collision damage waiver is optional and may be declined. For Massachusetts drivers: If the commonwealth adopts a law, regulation or legally binding policy that requires private passenger automobile insurance policies approved for sale in the commonwealth to extend comprehensive coverage to rental vehicles, then the disclosure notice which follows shall apply. If you have an automobile policy on your personal vehicle with coverage for collision, your policy will cover collision damage to a rental vehicle less the deductible on your policy. Drivers who hold policies in other states should check with their insurance agents to determine whether their policies extend to rental vehicles.

**Illinois:** This contract offers, for an additional charge, a collision damage waiver to cover your financial responsibility for damage to the rental vehicle. The purchase of a collision damage waiver is optional and may be declined. You are advised to carefully consider whether to sign this waiver if you have rental vehicle collision coverage provided by your credit card or collision insurance on your own vehicle. The additional daily fee for LDW is \$10.50 per full or partial rental day for vehicles with an MSRP of \$30,000 or less and \$13.50 per full or partial rental day for vehicles with an MSRP over \$30,000. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under your own insurance coverage. In the event you elect not to purchase the Loss Damage Waiver, you may be held responsible for actual damage to the rental vehicle not to exceed \$12,500 from 6/1/06 through 5/31/2007 and an additional \$500 each year thereafter, with the year running from 6/1 and ending 5/31. If the vehicle is stolen, you may be responsible for up to \$2,000 unless you failed to exercise ordinary care while the vehicle was in your control, or if you aided or abetted in the theft of the vehicle, in which case you will be responsible for the fair market value of the vehicle.

**New York:** This contract will offer, for an additional charge, optional vehicle protection to cover your financial responsibility for damage or loss to the rental vehicle. The purchase of optional vehicle protection is optional and may be declined. You are advised to carefully consider whether to purchase this vehicle protection if you have rental vehicle collision coverage provided by your credit card or your vehicle insurance affords you coverage for damage to the rental vehicle and the amount of deductible under such coverage.

#### **The Daily Rate**

The additional daily charge for the optional vehicle protection is either \$9.00 per day or \$12.00 per day based on the manufacturer's suggested retail price of the car. If you rent the car for 2 days or more, you may void the optional vehicle protection within the first 24 hours by personally bringing the car back to an Avis location for inspection and signing a cancellation notice.

#### **Right To Inspect**

Failure to completely and accurately fill out and return an incident report within 10 days of receipt of notice may make the authorized driver liable for damages sustained to the rental vehicle. EXCEPT where the damaged vehicle is deemed to be a total loss and subject to salvage, the authorized driver or his or her insurer has 72 hours from the return of the vehicle to notify the rental vehicle company that he/she wishes to inspect the damaged vehicle. The inspection must be completed within 7 business days of the return date of the vehicle. If the authorized driver or his/her insurer does not request this inspection within the 72-hour period, the authorized driver or his/her insurer will be deemed to have waived this right. If the rental vehicle company determined the damaged vehicle to be a total loss and subject to salvage, such 72-hour period for notification or waiver of the wish to inspect the damaged vehicle shall not apply, and such right to inspect the damaged vehicle shall expire 10 business days from the authorized driver's receipt of this notice from the rental vehicle company at the return of the vehicle or receipt of the first mailing of this notice in the event of return of the vehicle by automation or after hours. Upon request of the authorized driver or his/her insurer, we will provide a copy of our estimate of the costs of repairing the damaged motor vehicle.

#### **Prohibited Practices**

New York State law prohibits the following practices by rental vehicle companies based on race, color, ethnic origin, religion, disability, sex, marital status or age:

1. Refusal to rent
2. The imposition of any additional charge (except where the renter is under the age of 25). In addition, it is unlawful for any rental vehicle company to refuse to rent a vehicle solely on the requirement of ownership of a credit card.

**Rhode Island:** This contract offers, for an additional charge, a collision damage waiver to cover your responsibility for damage to the vehicle. Before deciding whether to purchase the collision damage waiver, you may wish to determine whether your own automobile insurance affords you coverage for damage to the rental vehicle and the amount of the deductible under your own insurance coverage. Read the collision damage waiver disclosure provision contained in the rental agreement before signing the rental agreement. The purchase of collision damage waiver is not mandatory under this contract. Notice about Liability for Damage to the Rental Car: The State of Rhode Island requires us to provide the following information about your liability for damage to the rental car and the purchase of a damage waiver. Insurance or Credit Card Coverage: Liability for any damage to the rental vehicle may be covered by your personal insurance policy or credit agreement. Check your insurance policy or credit card agreement about coverage. Damage Waiver Coverage: A damage waiver is not insurance coverage. You do not have to purchase the Collision Damage Waiver. You can decline it. If you purchase a damage waiver, we will waive our right to hold you or any authorized driver liable for damage. Even if you buy the damage waiver, you and any authorized driver will remain liable for damage if any of the following apply: (1) damage or loss caused intentionally, willfully or wantonly by an authorized driver; (2) damage or loss occurring while an authorized driver operates the rental vehicle while legally intoxicated or under the influence of any illegal drug or chemical as defined or determined under the law of the state in which the damage occurred; (3) damage or loss caused while an authorized driver is engaging in any speed contest; (4) damage or loss caused while an authorized driver is using the vehicle to push or tow anything or using the vehicle to carry persons or property for hire, unless expressly authorized in the rental agreement; (5) damage or loss incurred while an authorized driver is driving outside the United States or Canada, unless expressly authorized in the rental agreement; (6) damage or loss incurred while the vehicle is driven, with the renter's permission or accession, by anyone other than an authorized driver; (7) damage or loss incurred after the private passenger automobile was rented or an authorized driver was approved as a result of fraudulent information provided to the rental company; and (8) damage or loss incurred as a result of commission of a felony by an authorized driver.

#### **14. Damage to/Loss of the Car**

If you do not accept LDW, or if the car is lost or damaged as a direct or indirect result of a violation of paragraph 9, you are responsible and will pay us for all loss of or damage to the car regardless of cause, or who, or what caused it. If the car is damaged, you will pay our estimated repair cost, or if, in our sole discretion, we determine to sell the car in its damaged condition, you will pay the difference between the car's retail fair market value before it was damaged and the sale proceeds, except in California, New York, Illinois and Canada. In California, New York and Illinois you will pay the lesser of the difference between the car's retail fair market value before it was damaged and the sale proceeds, or our estimated repair cost. If the car is stolen and not recovered you will pay you the car's fair market value before it was stolen. In Canada, you will pay the greater of the car's retail fair market value or its value on our books of

account (also known as depreciated book value) before theft or, in the case of damage, the sale proceeds. Depreciated book value may be higher than retail fair market value.

As part of our loss, you'll also pay for loss of use of the car, without regard to our fleet utilization, plus an administrative fee, plus towing and storage charges, if any ("Incidental Loss"). On our request, you will provide us with the name of your insurer and policy number, or if the insurance is provided by your card issuer, its insurer. You authorize us to process any or all of our Incidental Loss to the card you use to pay for the rental. You also authorize us to collect any or all of our loss from any third party that is responsible for it. If we collect our loss from a third party after we have collected our loss from you, we will refund the difference, if any, between what you paid and what we collected from the third party. If the law of a jurisdiction covering this rental requires conditions on LDW that are different than the terms of this agreement, such as if your liability for ordinary negligence is limited by such law, that law prevails. You understand that you are not authorized to repair or have the car repaired without our express prior written consent. If you repair or have the car repaired without our consent, you will pay the estimated cost to restore the car to the condition it was in prior to your rental. If we authorize you to have the car repaired, we will reimburse you for those repairs only if you give us the repair receipt.

### 15. Personal Accident Insurance (PAI)

You acknowledge that you have read and understand the summary in this Agreement, which describes your option to purchase Personal Accident Insurance (PAI) in connection with each car rental from us, where such coverage is available, and the terms and conditions of such insurance. You understand that a copy of the policy is available for your inspection at the rental counter and that you may choose the PAI option by so indicating on your Enrollment Profile. You agree that your choice will apply to each rental that you make using Preferred Service, unless and until you change your choice for all future rentals by sending us a new Enrollment Profile indicating the changed choice in writing. On any rental for which you have chosen to accept PAI, you agree to pay the PAI fee in effect at time of rental for each full or partial day that the car is rented to you. You understand that we have the right to change the PAI fee from time to time and that you can be informed of the PAI fee in effect at the time of your rental by requesting this information from the reservation agent or checking the Avis web site at the time you reserve the car. You also understand that we reserve the right to offer PAI and PEP (see below) as a combined option only. In such event, you agree that if you have chosen either option on your Enrollment Profile you will be provided both options on each Preferred Service rental that you make at the fee then in effect for the combined option, unless and until you notify us, as provided above, of a change of your choice to decline both optional services.

### 16. Personal Effects Protection (PEP)

You acknowledge that you have read and understand the summary in this Agreement, which describes your option to purchase Personal Effects Protection Insurance (PEP) in connection with each car rental from us, where such coverage is available, and the terms and conditions of such insurance. You understand that a copy of the policy is available for inspection at the rental counter and that you may choose the PEP option by so indicating on your Enrollment Profile. You agree that your choice will apply to all rentals that you make using Preferred Service, unless and until you change your choice for all future rentals by sending us a new Enrollment Profile indicating the changed choice in writing. On any rental for which you have chosen to accept PEP, you agree to pay the PEP fee in effect at the time of rental for each full or partial day that the car is rented to you. You understand that we have the right to change the PEP fee from time to time and that you can be informed of the PEP fee in effect at time of your rental by requesting this information from the reservation agent, or by checking the Avis web site at the time you reserve the car. You also understand that we reserve the right to offer PAI and PEP as a combined option only. In such event, you agree that if you have chosen either option on your Enrollment Profile you will be provided both options on each Preferred Service rental that you make at the fee then in effect for the combined option unless and until you notify us, as provided above, of a change of your choice to decline for both optional services.

### 17. Liability Protection and Your Indemnity

#### UNITED STATES

- (a) Except in California and Texas, anyone driving the car who is permitted to drive it by this Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or you up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. Although we comply with the requirements of the financial responsibility laws applicable to vehicle owners, in California and Texas, this Agreement does not afford you, or any other driver, any insurance or protection

against liability in those two states. The limit for bodily injury sustained by any one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-permitted driver, the same limits will apply. Except where required by law to be primary, any protection provided by us will be secondary to, not excess over, any applicable insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way. Otherwise, any such protection will be provided by us according to the terms, and subject to all of the conditions, of a standard automobile liability insurance policy issued in the jurisdiction in which the accident occurs, including all requirements as to notice and cooperation on your part, which are hereby made a part of this Agreement. If this protection is extended by operation of law to anyone not permitted by this Agreement to drive the car, or to any person or instance where coverage is not intended to be afforded by this Agreement, the financial responsibility limits of the jurisdiction in which the accident occurred will apply. You agree that we can provide coverage under a certificate of self-insurance or an insurance policy, or both, as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand that unless required by applicable law, we will not provide (a) coverage for fines, penalties, punitive or exemplary damages; (b) coverage for bodily injury to you, or your death while not a driver, or any member of your family or the driver's family; (c) defense against any claim, unless we are required to provide primary protection but in such event not after the applicable limits of protection that we furnish are tendered; (d) supplementary no fault, noncompulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage. Where any of these coverages are required or implied by law, the limits will be the minimum required under the applicable statute. There is no coverage in Mexico, and the car may not be taken into Mexico under any circumstances unless special arrangements are made at the renting location for separate Mexican insurance, where such insurance is available.

- (b) You also agree to indemnify us, our parent and affiliated companies for any loss, liability or expense arising out of the use of the car that exceeds the limits of liability protection provided above, or which results from any unauthorized use or prohibited operation of the car. You waive any claim against us for incidental, special or consequential damages in connection with the rental. Where the law extends protection to a person or instance where no coverage is intended to be afforded by this Agreement, anyone so protected will be responsible to indemnify us for all amounts that we are thus required to pay.
- (c) Where and to the extent permitted by law, you and we are rejecting uninsured or underinsured motorist and all optional or rejectable automobile insurance coverages for all rentals; and under any policy of insurance or certificate of self-insurance in connection with this Agreement, for you and all other passengers in the car. You understand that uninsured and underinsured motorist coverage protects you and other passengers in a car for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance or insufficient insurance to pay for losses and damages.
- (d) **Florida:** In Florida, the renters/authorized driver's insurance is primary: pursuant to Florida Statute 627.7263 (2), the valid and collectible liability insurance and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Sec. 324.021 (7) and 6327.736 Florida Statutes.
- (e) **Pennsylvania:** REJECTION OF UNINSURED MOTORIST PROTECTION: You are rejecting uninsured motorist coverage under this rental or lease agreement, and any policy of insurance or self-insurance issued under this agreement, for yourself and all other passengers of this vehicle. Uninsured coverage protects you and other passengers in the vehicle for losses and damages suffered if injury is caused by the negligence of a driver who does not have any insurance to pay for losses and damages.
- (f) **Michigan:** Under Michigan law, Avis is liable for an injury caused by the negligent operation of the rented vehicle only up to the maximum amounts of \$20,000 because of bodily injury to or death of one (1) person in any one (1) accident and \$40,000 because of bodily injury or death of two (2) or more persons in any one accident, and only if the vehicle was being operated by the renter or other authorized driver or by the renter's spouse, domestic partner, father, mother, brother, sister, son, daughter or other immediate family member. The renter may be liable to Avis up to those amounts, and to injured persons for amounts awarded in excess of those amounts.
- (g) **Texas:** Under Texas law, Avis is obliged to notify renters that their personal automobile liability insurance may provide coverage.

## CANADA

Anyone driving the car who is permitted to drive it by this Agreement will be protected against liability for causing bodily injury or death to others or damaging the property of someone other than the driver and/or the renter up to the minimum financial responsibility limits required by the law of the jurisdiction in which the accident occurs. The limit for bodily injury sustained by one person includes any claim for loss of that person's consortium or services. Where the law extends this protection to a non-permitted driver, the same limits apply. Except where required by law to be primary, any protection provided by us shall be secondary to any applicable insurance available to you or any other driver from any other source, whether primary, excess, secondary or contingent in any way. Such protection will be provided by us according to the terms and subject to all of the conditions of a standard automobile liability insurance policy, issued in the jurisdiction in which the accident occurs, including all requirements as to notice and cooperation on your part, which are hereby made a part of this Agreement. You agree that we can provide this protection under a certificate of self-insurance or an insurance policy or both as we choose. In any case, a copy of the policy and/or certificate will be available for your inspection at our main office. You understand and agree that unless required by applicable law we will not provide:

coverage for fines, penalties, punitive or exemplary damages;

- (h) coverage for bodily injury to you, or your death, while not a driver, or any member of your family or the driver's family;
- (i) defense against any claim after applicable limits or coverage that you furnish have been tendered;
- (j) supplementary no fault, non-compulsory uninsured or undersigned motorist coverage, and any other optional or rejectable coverage, and you and we reject all such coverages where and to the extent permitted by law. Where any of these coverages are required or implied by law, the limits shall be the minimum required under the applicable statute.

There is no coverage in Mexico and the car may not be taken into Mexico under any circumstances.

### 18. Additional Liability Insurance (ALI)

You acknowledge that you have read and understand the summary in this Agreement, which describes your option to purchase Additional Liability Insurance (ALI) in connection with each car rental from us, where such coverage is available, and the terms and conditions of such insurance. You understand that a copy of the policy is available for inspection at the rental counter and that you may choose the ALI option by so indicating on your Enrollment Profile. You agree that your choice will apply to each rental you make under this using Preferred Service, unless and until you change your choice for all future rentals by sending us a new Enrollment Profile indicating the change of your choice in writing. On any rental for which you have chosen to accept the ALI option, the coverage provided in paragraph 14 above shall be primary; and you agree to pay the ALI fee in effect at the time of rental for each full or partial day that the car is rented to you. You understand that we have the right to change the ALI fee from time to time and that you can be informed of the ALI fee in effect at time of rental by requesting this information from the reservation agent or by checking the Avis web site at the time you reserve the car.

### Summary of Optional Coverages - United States

The following are the summaries only of these optional coverages and are subject to all of the terms, conditions, limitations and exceptions of the applicable insurance policies and this Agreement.

### Additional Liability Insurance (ALI) Coverage

Primary coverage is provided to you and authorized operators for third party automobile liability claims in excess of the limits ordinarily provided under the Rental Agreement. Coverage is subject to the Terms and Conditions described under paragraph 14., above, of these Terms and Conditions, including all requirements of notice and cooperation. The provisions of the policy itself shall control at all times.

#### Limits

ALI will provide coverage for the difference between the liability limits provided under paragraph 14 of these Terms and Conditions and a maximum combined single limit of \$1,000,000 per occurrence for bodily injury, including death, and property damage. In no event, where ALI applies, shall the combined limit of coverage provided by you and by ALI either exceed or be less than that amount.

### Exclusions

All exclusions are set forth in the policy. These include violating paragraph 9, above, of these Terms and Conditions; and coverage excluded under paragraph 14.A. of these Terms and Conditions heretofore stated. Coverage does not apply in Mexico.

### Obtaining Coverage

If you indicate "Accept" in the ALI box when completing the Avis Preferred Service Master Rental Agreement Enrollment Profile, coverage will be provided for the rental vehicle. The daily fee currently charged for this optional coverage varies between US\$10.95 per day and US\$12.95 per day depending upon the state of rental, and is subject to change. Such daily fee is due for each full or partial rental day.

### Personal Accident Insurance (PAI) and Personal Effects Protection (PEP)

#### Personal Accident Insurance Coverage (PAI)

PAI is provided for accidental death, medical expenses and ambulance expenses for injuries due to an accident. The renter is covered during the entire rental period. Passengers are also covered, but only for accidents occurring while they are riding or driving with the renter in the enclosed portion of the rental car.

#### Benefits

	Renter	Each Passenger
Loss of Life:	US\$175,000*	US\$17,500
Medical Expenses:	US\$2,500**	US\$2,500**
Ambulance Expense:	US\$250	US\$250

\*NY and WA \$225,000 aggregate

\*\*NY and WA \$3,500

These benefits are payable without regard to any other benefits, which may be due under any insurance policy, but are subject to change, and may vary in certain states.

### Exclusions

This policy excludes coverage for injury or death resulting from a violation of paragraph 9 of these Terms and Conditions and also injury or Death, which (a) is intentionally self-inflicted; (b) results from any air travel; (c) results from committing or attempting to commit an assault or felony; (d) results from intoxicants or narcotics unless administered on the advice of a physician; or (e) results from suicide or attempted suicide while sane or insane.

### Filing a Claim

In the event of a claim or any occurrence that may result in a claim, a written immediate notification should be given to Avis. A PAI claim form should be obtained from Avis and filed in accordance with the instructions found on the form.

### Obtaining Coverage

If you indicate "Accept" in the PAI box when completing the Avis Preferred Service Master Rental Agreement Enrollment Profile, coverage will be provided during the rental period. The daily fee currently charged for this optional coverage is US\$3.00, but is subject to change. Such daily fee is due for each full or partial rental day. This fee varies in New York.

### Personal Effects Protection Coverage (PEP)

PEP is provided during each Preferred Service rental to cover personal effects accompanying you en route and owned by and for your personal use and members of your immediate family permanently residing in the same household with you who are traveling with you.

#### Limits

Maximum coverage during each rental period is US\$600 per person.

Total benefits for all persons in any single rental period are limited to \$1,800. There is no deductible.

### Exclusions

Personal Effects not covered include motorcycles; boats or motors; currency; coins; deeds; bullion; stamps; securities; tickets or documents. This policy also does not cover: loss outside the United States and Canada; mysterious disappearance; delay, loss of market, indirect or consequential loss of any kind; breakage of glass unless coincidental with other loss or damage insured by the policy; wear and tear, mechanical breakdown, or by processing or any work done on property, unless damage by fire or explosion ensues, then the direct damage caused by such fire or damage should be covered. Theft is covered only if reported to the police.

### **Filing a Claim**

To file a claim, a PEP claim form should be obtained from Avis and filed in accordance with the instructions found on the form.

### **Obtaining Coverage**

If you indicate "Accept" in the PEP box when completing the Avis Preferred Service Master Rental Agreement Enrollment Profile, coverage will be provided during the rental period. The daily fee currently charged for this optional coverage is US\$1.95, but is subject to change. Such daily fee is due for each full or partial rental day. This fee varies in New York.

### **Summary Of Optional Coverages - Canada**

The following is a summary only of the optional coverages and is subject to all of the terms, conditions, limitations and exceptions of the applicable insurance policies, which are available for inspection, and this Agreement.

#### **Coverage – PEP**

Coverage is provided for loss of personal belongings in a rental vehicle from any external cause, except as excluded, occurring during the rental period. All such losses must be reported to the police and there is a limit of CA\$500 per insured person and a policy limit of CA\$1,500. The policy has a CA\$25 per claim deductible and contains other terms, conditions and exclusions.

#### **Coverage – PAI**

Coverage is provided for accidental bodily injuries sustained in an accident independently of all other causes. You are covered during the entire rental period. Passengers are also covered, but only for accidents occurring while they are riding or driving with the renter on fixed seats in any vehicle, specified in the rental document (including boarding or alighting there from). The benefit for your death is CA\$100,000; and for each passenger is CA\$10,000; and benefits in various amounts for dismemberments. In any event, the aggregate limit of liability for which the Insurance Company shall be liable is CA\$250,000 for all losses arising out of any one accident. Note: If a rental document Agreement is signed and signed by more than one person, only the individual whose signature first appears on the rental document will be the insured person for the purpose of determining who is the renter.

#### **Exceptions**

This insurance does not cover any loss resulting from:

- (a) The use, the operation, or the driving of the vehicle:
  - (i) while the vehicle operator is under the influence of intoxicating liquor or drugs;
  - (ii) for the transporting of persons or property for hire or for any illegal purpose;
  - (iii) by any person in violation of law as to age, or by any person who has given to the Lessor (the car rental company) a fictitious name or false age or address;
  - (iv) in any race, speed test or contest;
  - (v) any other use of the rental vehicle as prohibited by paragraph 9, above, of the Avis Preferred Service Master Rental Agreement.
- (b) Coverage also excludes:
  - (i) a suicide or any attempt there at;
  - (ii) intentionally self-inflicted injuries;
  - (iii) illness, disease, normal pregnancy or resulting childbirth or miscarriage, and bacterial infection except bacterial infection of an accidental bodily injury, or if death results, from the accidental ingestion of a substance contaminated by bacteria;
  - (iv) any act of declared war or undeclared war;
  - (v) accident occurring while passenger on, or operating, or serving as a member of the crew of any aircraft.

### **How to Claim**

Payments for accidental death will be payable to the estate of the person insured. In the event of a claim or any occurrence which may result in a claim, a written immediate notification should be given to Avis. A claim form should be obtained from Avis and filed in accordance with the instructions found on the form.

### **19. Payment**

You agree to pay upon demand:

- (a) all rental charges, in accordance with paragraph 6 above, (including those applicable to optional or miscellaneous services and equipment), then in effect, plus applicable taxes, which apply to the car you rent for the period of the rental. You understand that you can be informed of the amounts of all such rates, charges and taxes at the time you make a reservation;
- (b) charges for damage to the car in accordance with paragraph 11 above;
- (c) charges for LDW option, if accepted, in accordance with paragraph 10 above;
- (d) charges for PAI option, (where available) if accepted, in accordance with paragraph 12 above;
- (e) charges for PEP option, (where available) if accepted, in accordance with paragraph 13 above;
- (f) charges for ALI option, (where available) if accepted, in accordance with paragraph 15 above;
- (g) Fuel Service Charge, if applicable, as described in paragraph 19 below;
- (h) Collection Expenses - as described in paragraph 22 below;
- (i) Fines and Expenses - as described in paragraph 23 below.

### **20. Credit Card Billing**

You agree that all charges will be billed to the card designated by you and that your signature on the Enrollment Profile and Master Rental Agreement will be deemed to have been made on the applicable credit card voucher.

### **21. Error in Rental Charges**

You understand that all charges are not final and are subject to your review and to recalculation. You'll pay any undercharges and will receive a refund of any overcharges that we discover on review. You authorize any such credits or additional charges to be made by the method of payment designated on your Enrollment Profile.

### **22. Fuel Service Charge**

Most rentals come with a full tank of fuel, but that is not always the case. There are four refueling options:

- (a) Where available, if permitted by law, if you drive less than 75 miles, you acknowledge that we will add a flat fee to the rental, the amount of which will be disclosed on the rental document and at the counter prior to rental. You may avoid this charge at time of return by providing a receipt for fuel purchased at which time the flat fee will be reversed from your total rental charges.
- (b) If you do not accept the fuel service option, where available, at the beginning of your rental and you return the car with less fuel than was in it when you received it, we will charge you a fuel service charge at the applicable per-mile/kilometer or per-gallon/liter rate specified on the rental document.
  - (i) The per-mile/kilometer rate is used if you do not buy fuel during the rental. To calculate this amount, we multiply the number of miles/kilometers driven, as shown on the car's odometer, times the per-mile/kilometer rate shown on the rental document.
  - (ii) The per-gallon/liter rate is used if you buy fuel during the rental and provide us with a receipt on your request, but the tank is not as full when you return the car, as when you received it. To calculate this amount, we multiply the number of gallons/liters needed to refill the fuel tank to the level it was at when you received the car (by reading the factory-installed gauge, rounded down to the nearest 1/8 of a tank), times the per-gallon/liter rate shown on the rental document. Although two methods are used for ease of calculation, the per-mile/kilometer and per-gallon/liter rates produce approximately the same result.
- (c) If you accept the fuel service option at the beginning of your rental, you will be charged as shown on the rental document for that purchase and you will not pay for a fuel service charge. If you choose this option, you will not incur an additional fuel service charge, but you will not receive any credit for fuel left in the tank at

the time of return. The per-gallon/liter cost of the fuel service option will always be lower than the fuel and service charge. The cost of refueling the car yourself at a local service station may be lower than the fuel service charge or the fuel service option. You acknowledge that the fuel service charge is not a retail sale of fuel.

- (d) You may avoid a fuel service charge if you return the car with the fuel tank as full as when you received it and, if requested by us, present a receipt for your fuel purchase.

### **23. Charge Card Reserve**

- (a) You acknowledge that you have been informed that your credit, up to an amount of the estimated total charges due under this Agreement, as indicated on the rental document, based on your representations about this rental, may be set aside or reserved by the card issuer of up to one of the two charge cards which you have listed in your Enrollment Profile for payment of your car rental bills; or, if you use a debit card, funds in the account to which that card is linked may be set aside for the greater of the amount of the estimated total charges due under this Agreement, based on your representation about this rental, as indicated on the rental document or the deposit amount indicated on signs at the location at which you rent at the time of rental. You consent to the reservation or setting aside of that estimated total amount at the time of commencement of the rental. You understand that we will authorize the release of any excess reserve or set aside upon the completion of your rental, and that your card issuer's rules apply to your credit line being credited for such excess; and may not be immediately released by your card issuer.
- (b) You further understand and agree that we will bill the card issuer according to the order of your selected billing priority as stated on your Enrollment Profile. Avis' credit card policies are also fully disclosed at [avis.com](http://avis.com). We may receive card number information from the financial institution that issued your charge card. Should you not want this information sent to us, you will advise Avis in writing at 300 Centre Pointe Drive, Virginia Beach, VA 23462.
- (c) If you use a credit or charge card that is issued by a financial institution outside of the United States and your charges are billed to us in a currency other than U.S. Dollars, the full amount of your charge will be converted to the card account's billing currency unless you submit a written request in advance to have the currency conversion performed by your card issuer. The conversion will be based on a conversion rate published by Reuters and will incorporate a processing charge no higher than 3% applied to all amounts relating to the transaction. This charge will replace the currency conversion processing charge applied by your card issuer. You understand that your card issuer has a currency conversion process; that you have chosen not to use your card issuer's currency conversion process; and that you will have no recourse against your card issuer with respect to any matter related to the currency conversion or disclosure thereof.

### **24. Lost or Damaged Property**

We are not responsible for loss or damage to any property in or on the car, in any service vehicle, on our premises, or received or handled by us, regardless of who is at fault. You will be responsible to us for all claims by others for such loss or damage.

### **25. Collections**

If you do not pay all amounts due to us under this agreement upon demand, including all charges, fees and expenses, including, without limitation, payment for loss of or damage to the car, rental charges, parking and traffic fines and penalties, toll charges, towing, storage and impoundment fees, you agree to pay a late charge of 1 1/2% per month on the past due balance or the highest rate permitted by applicable law, whichever is less (collectively, "Charges"). You agree to also pay for any costs that we incur in seeking to collect such Charges including, without limitation, court costs and attorney's fees in addition to any administrative fees, cost recovery, insufficient funds fees and collection fees (collectively, "Costs"). If the law permits, you authorize us and our collection agent, to contact you or your employer, at your place of business about the payment of any past due Charges or Costs. You also agree that we or our collection agent(s) may access the personal information that you provided to us in any effort to collect any Charges or Costs under this section and may use the address provided by you on the Rental Document, or in any customer profile, as the place to send any demands or collection notices. In the event that you presented a credit or debit card for payment, you understand that we may report such deficiency to an appropriate credit reporting agency and you also authorize us to share that credit and debit card information with third party collection agents and further authorize us or our collection agents to charge

any amounts due to us including, but not limited to, the Charges and Costs referenced above, to that credit or debit card.

### **26. Fines and Expenses**

You'll pay all charges, fines, penalties, court costs and recovery expenses for parking, traffic, toll and other violations, including storage liens and charges, plus an administrative fee, with respect to the use of the car while on rental to you, unless due solely to our fault.

### **27. OnStar® System**

You acknowledge that the car may be equipped with the OnStar System, which provides emergency and other services. You expressly authorize all of those services. You acknowledge that you understand that OnStar requires the car's electrical system and equipment, cellular service and satellite technologies to be available and operating for OnStar to function properly. All services are not available on all rental cars. OnStar acts as a link to existing emergency and other service providers. Services are limited by, and neither OnStar nor Avis is liable for, conditions or services outside their control.

Any information (e.g. navigational route support) provided through OnStar is on an "as is" basis. OnStar, its service providers and Avis will not be liable to you or any user of OnStar in connection with the use of such information. You understand and agree that OnStar may provide law enforcement with all necessary information to enable us to locate the car, if you fail to return the car when and where required under this agreement. You agree to release and hold us, and the OnStar service providers, harmless for any OnStar system failures. You also agree to limit claims against OnStar for damages for any losses under any theory to the pro rata portion of the rate for use of the car for one day.

Call 1.888.4OnStar (1.888.466.7827) to obtain a copy of OnStar's terms and conditions and privacy policy.

### **28. Where2™ Global Positioning Satellite System.**

At various locations, we may offer for rental a Where 2 Global Positioning System unit for your use. If you rent such a unit you will pay the additional daily charge shown on the rental document. This unit is not part of the car. You are responsible for any loss or damage to the unit and its accessories regardless of cause even if you have accepted LDW. If the unit and/or its accessories are lost or damaged so as to, in our sole opinion, require repair or replacement, you will pay us its repair or replacement cost, which may be as much as \$599. If you return the unit to a location other than the renting location without our authorization, you will pay us a fee for that unauthorized return. We do not use Where2 units to track or locate cars, other than those that are reported lost or stolen or as may be required by law enforcement agencies.

### **29. General Provisions**

- (a) You represent that all the information on your Enrollment Profile is true, accurate, and complete. If any of such information is not true, accurate or complete in any respect, you agree that we have the right to terminate this Agreement and your enrollment in Preferred Service with or without notice to you.
- (b) You agree to notify us in writing of any change in your mailing address, driver's license number or state/province of issuance and expiration date, or the status of your driver's license due to suspension, revocation or restriction of your driving privileges, employer and business address, credit identification or other information provided by you on your Enrollment Profile. You further agree to indemnify and hold us harmless from any loss, liability or expense arising out of your failure to so notify us, or which results from non-disclosure by you of a change in any of the information previously provided by you to us to induce us to enter into this Agreement.
- (c) You understand that it is your responsibility to comply with all applicable seat belt and child restraint laws.
- (d) You understand that in no event will you be deemed to be an agent, servant, or employee of ours in any manner for any purpose whatsoever.
- (e) You agree that we do not waive any rights under this Agreement, except if such waiver is in writing and signed by our president or a vice president.
- (f) You agree that we have the right, in our sole discretion, to terminate Avis Preferred Service, or your participation in the Avis Preferred Service at any time upon written notice to you, in paper or electronic form, or without notice after two years of Avis

Preferred Service rental inactivity. Any written notice will be presumed to be received when mailed to your address or email address on your Enrollment Profile or such other address or email address as you may have subsequently provided to us.

### **30. Participating Preferred Service Locations**

You understand that the locations where Avis Preferred Service is available can change from time to time without notice to you and that you can be informed of the specific Avis locations participating in the Program by requesting this information from the reservation agent or by checking the Avis web site at the time you reserve. You further understand that you will be required to follow our standard rental procedures at locations not offering Preferred Service at the time of your rental.

### **31. Avis Rent A Car System, LLC, United States Privacy Policy**

For the U.S. privacy policy for Avis, please visit this address: [www.avis.com/privacy](http://www.avis.com/privacy)

### **32. Aviscar Inc., Canadian Privacy Policy**

We at AvisCar, Inc. ("Avis") recognise the importance of protecting your personally identifiable information ("PII") that you provide to us. As of January 1, 2004, the Canadian federal government's Personal Information Protection and Electronic Document Act (PIPEDA), a new privacy law, will apply to Avis' Canadian operations. In addition, the provinces of Québec, British Columbia and Alberta have enacted or intend to enact a private sector privacy law.

These acts regulate the collection, use and handling of PII (e.g., personal information about an individual) regardless of how the information exists. This policy explains how Avis protects your privacy and summarises how and why we collect, use and disclose PII that you may provide to us. This policy is applicable to PII that you provide to Avis in Canada, and that is held in the Avis System's central database located in the United States. This privacy policy does not apply to PII you provide directly to related companies of Avis located outside of Canada. Some of the countries in which the Avis System operates in have privacy or data protection laws similar to the laws in Canada; other countries in which the Avis System operates do not. PII does not include the name, title or business address or office telephone number of an employee of an organization, or the name, address, telephone number, or similar information of a person that is publicly available (e.g., in a public telephone directory). In this policy we also explain how you can contact us if you have a question about, or want to make a change to or delete, any PII that Avis may be holding about you. We strongly recommend that you take the time to read this privacy policy and retain it for future reference.

#### **What PII Does Avis Collect About You and How Does It Collect It?**

When you make a reservation, rent a car and/or join any of Avis' programs, we need to collect certain information about you in order to provide our services. The information we require is necessary in order to identify you, contact you, provide the requested service and administer your rentals. The service that you use will determine what information we collect from you. This information will include at least some of the following about you:

*Name*

*Your Home and/or Business Address*

*Phone Number(s) at which we may contact you*

*Your Date of Birth*

*Method of Payment (e.g., Credit Card Account Number and Expiration Date)*

*Your Driver's License Number and Province/Country of Issuance*

When you rent a car, we will also record information that details your rental as recorded in your rental agreement (e.g., where you rented the car, where and when you returned the car, payment arrangements, insurance preferences, gas consumption, mileage and other information related to the vehicle rental). In addition, in order to better serve you, Avis offers customized rental services on a membership basis. If you wish to join and request one of these services, such as Preferred Service, President's Club, Chairman's Club or the Avis Weekender Club, Avis may need more information than is required for providing standard car rental service. Information on what PII is collected and used in connection with these services is available in brochures and materials describing these services. We may also need certain information from you when you request any of the following services and/or equipment:

Special Needs/Optional Equipment, Special Offers/Discounts, Partner Member Numbers, use of an Avis AWD number, Frequent Traveler numbers and Car Preferences. For example, if you wish to use a discount that Avis provides to members of an association to which you belong, we will collect information about your membership in that association, both to verify your membership and to provide you with the correct discount for our services. The PII we collect about you will be with your express or implied consent, by your request for our services. How we collect PII will depend on how you use our services. We may collect PII directly from you

by telephone, fax, e-mail, at the counter, upon your completion of an application or enrolment form, or through your use of our web site. We may also collect information about you indirectly through a travel agent, an account program or through one of our partner programs when you deal with us through those means. You may choose not to provide some or all of your PII to us, but this may prevent us from providing our services to you, or limit our ability to provide you with the level of service that you would otherwise expect from us.

#### **How Is My Personal Information Used or Disclosed by Avis?**

We strive to ensure a stress-free rental experience and are dedicated to building a rewarding and lasting relationship with every customer. In order to provide the level of service we believe you expect from us, we may use and disclose your PII for the following purposes:

General Purposes – We use your PII to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services;
- unless you opt out, to conduct customer satisfaction surveys; and
- maintain and develop our service-oriented software and other business systems.

We may disclose your PII to other related and nonrelated organisations including: your company or organization if you use our services under a corporate or other commercial account;

- one of our program partners (e.g., if you are a member of a frequent traveler program and you have asked us to send it details of your rental agreement with us to obtain your benefits from that program);
- your credit card issuer;
- credit reporting and fraud checking agencies;
- debt collection agencies, if you fail to pay monies owed to us;
- government or private organisations responsible for the processing or handling of traffic or parking related violations;
- driver licensing authorities, directly or through intermediary organizations, when needed to verify compliance with Avis' safe driver criteria for qualified drivers and/or to verify license information; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

#### **Use or Disclosure for Marketing Purposes**

If you have not opted-out of receiving marketing materials, we may use and disclose your PII to offer you products and services provided by Avis, our affiliates and/or our parent company and Avis System licensees located in Canada and the United States. We may also use (but not disclose) your PII to offer you products and services provided by Avis System program partner organisations. While these organizations change over time, our program partners are generally from the transportation, vacation and other travel related sectors. A list of our affiliates and current program partner organizations may be obtained by contacting us through one of the methods included in this policy. You may choose not to allow us to use or disclose your PII for direct marketing purposes by indicating your preference on the rental agreement or by contacting us as outlined below (see "Whom Can You Contact for Further Information?"). The service providers we have retained to perform services on our behalf, are not authorized by us to use or disclose the information except as necessary to perform services on our behalf or to comply with legal requirements.

#### **Use To Provide Customer Service**

When you provide us with your PII, we will enter your information into the centralised Avis System database that is located and maintained in the United States. Once your information is in the Avis System database, it will not be used for any purpose not set forth in this policy. Your PII will be accessible by Avis System entities and, should you request services from Avis System licensee locations, those Avis System licensees. Some of the countries in which the Avis System operates do not have, or have different privacy or data protection laws. The laws of these countries may apply if you provide personal information to Avis System entities and/or licensees in these countries.

### **How Does Avis Protect My PII?**

We take reasonable steps to protect all of the PII we hold from misuse, loss, unauthorised access and modification or disclosure in violation of this policy. This protection applies in relation to information stored in both electronic and hard copy form. Access to the Avis System Database is restricted to authorised personnel and is password protected. PII transmitted through our web site is encrypted.

### **Can I Access The PII That Avis Has About Me?**

You may access any PII that we have collected about you subject to certain exceptions. We will normally provide access without charge unless you either request access to a large volume of information, or we have to access archived records to obtain the information. In these circumstances, we may impose a reasonable fee. We will, however, advise you of that fee in advance. You may challenge the reasonableness of the cost. Details of how to contact us are set out below. There may be instances where we may not be able to provide you access to your PII, for certain reasons. Among these are; it has been destroyed or deleted after expiry of applicable retention periods, it contains PII of other persons or it contains commercially sensitive or proprietary information owned by us. If we are unable to provide you access, we will explain why and document that for our records.

### **Tell Us If We Need To Update Your PII Or Preferences**

If you registered online you can go online and update the PII we hold about you. If you did not register online and want to update your PII preferences, you can contact Avis at the number and/or addresses set out in this policy. You play an active role in assisting Avis in maintaining the accuracy of your PII for as long as it is used for the purposes set out in this policy. Your prompt notification to us of any changes to your PII will assist us. If we don't agree to make the changes, you may challenge our decision.

### **Use Of Web Site Tracking And Cookies**

Use of Internet Protocol ("IP") Addresses: An IP address is a unique number that is automatically assigned to your computer whenever you are surfing the Internet so that your computer can be identified by the main computers, known as "web servers," that "serve up" web pages. This allows us to identify and gather general information and data about use of the site, such as the web pages viewed on [www.avis.com](http://www.avis.com). Avis collects IP addresses for the purposes of helping us diagnose problems with our main computers, for system administration, to report aggregated information to our business partners, and to audit the use of our web site. When users request web pages from our web site, our Web servers log the User's IP address. We do not normally link IP addresses to anything personally identifiable, which means that a user's session will be logged, but the user will remain anonymous to us. For example, we collect and/or track the home server domain name, the type of computer, and the type of web browser used by you to access this web site. Such collection and tracking information is gathered by us as you navigate through our web site, and will be used by us for our business purposes only. We can, and will, use IP addresses to identify you when we feel it is necessary to enforce compliance with our Web Site Terms of Use or to protect our service, site, users or others.

### **Cookies**

Cookies are small pieces of information that a web site sends to your computer for record-keeping purposes, and is stored in a file on your computer's hard drive. Cookies make web-surfing easier for you by saving your preferences so that we can use the saved information to facilitate your use of our web site when you return to the web site. Cookies do not tell us your individual identity unless you have chosen to provide it to us. We never save passwords or credit card information in cookies. The use of cookies is an industry standard, and as such, you will find that most major web sites use them. You can delete your cookie file at any time. Most web browsers are initially set up to accept cookies. You can reset your web browser to refuse cookies or to indicate when a cookie is being sent. However, note that some parts of Avis and/or Avis-affiliates' services will not function properly or may be considerably slower if you refuse cookies. For example, without cookies, you will not be able to set personalized preferences, and/or may have difficulty completing transactions. Avis and/or Avis' affiliates have two (2) primary uses for cookies. First, we use them to specify a user's preferences. For example, you can specify keywords across several categories or markets so you don't have to tell us repeatedly your car choice. Second, we use cookies to track web site usage trends and patterns. This helps us understand our users' needs better and improve areas of our web site. While both of these activities depend on the use of cookies, you have the option of disabling (refusing) the cookies via your web browser preferences. We use third party ad serving technology to serve ads when you visit our web site. This technology uses information about your visits to this site (not including your name, address, or other personal information) to serve our ads to you. In the course of delivering our advertisements to you, a unique third party cookie may be placed or recognized on your browser. You may occasionally

get cookies from our business partners if you use the links on our web site to reach their respective web sites. Avis and/or Avis-affiliates do not control these cookies. We also share web site usage information about visitors to our web site with a reputable third party for the purpose of targeting our Internet banner advertisements on this site and other sites. To do this, we use web beacons and cookies provided by our third-party ad server on this site. The information we collect and share through this technology is not personally identifiable. The use of advertising cookies and web beacons sent by such third-party web servers is standard in the Internet industry. For more information about our third party ad server, cookies and how to opt-out, please go to <http://www.doubleclick.net/us/corporate/privacy>

### **What You Consent And Agree To**

When you provide us with your PII, you consent and agree to our use and disclosure of your personal information in accordance with this Policy including, in particular to:

- our collection, use and disclosure of that information in order to provide the service you have requested, to administer the rental, to provide customer services, and to operate our business, as described in this Policy;
- if you do not opt-out, our use and disclosure of your PII for direct marketing purposes and customer satisfaction surveys.
- if you do not disable cookies or exercise the DoubleClick opt out, our collection and use of information about your web site visits for the purposes described in this policy.

### **Your Options**

You can opt-out of use and disclosure of your information for marketing purposes and customer satisfaction surveys by contacting Avis through one of the methods below. In addition, you can withdraw your prior consent by any of the methods provided below under "Whom Can I Contact For Further Information?" Your consent will be withdrawn, however, it is possible that you may receive promotions scheduled prior to our receipt of your withdrawal of consent.

### **Changes to this Policy**

This is our current privacy policy outlining our PII management practices. It replaces any other privacy policy published by us prior to the date below. We may change this policy from time to time. If you have any questions, need to modify, or delete your PII or to obtain an up to date copy of our privacy policy, contact us. This Policy was last updated in August 2006

### **Whom Can You Contact for Further Information?**

If you wish to contact us to: (1) inquire about our privacy practices; (2) provide feedback and comments; (3) access or correct your PII we have; and/or (4) opt out of further communications, contact us as detailed below. We offer Customers the opportunity to "opt out" of use and disclosure of the Customer's PII for marketing purposes and customer satisfaction surveys. You can elect to opt out from communications for these purposes, by contacting the Privacy Officer as indicated below. We also incorporate into our Data Warehouse "do not market" lists maintained by certain other organisations. Customers can contact Avis for any of the above reasons by using the following methods:

*Telephone to Customer Service: 1-800-352-7900*

*Fax: 1-416-213-8515*

*E-mail: [privacy.officer.ca@avis.com](mailto:privacy.officer.ca@avis.com)*

*Mail: Privacy Officer, AvisCar Inc.,  
1 Convair Drive East,  
Toronto, Ontario M9W 6Z9*

### **Dispute Resolution**

If you are not satisfied with the way in which we handle your inquiry, you can contact any of the following:

*Avis Privacy Officer*

*Privacy Officer, AvisCar Inc.,  
1 Convair Drive East, Toronto, Ontario M9W 6Z9*

*Phone: 1-416-213-8400*

*Fax: 1-416-213-8515*

*E-mail: [privacy.officer.ca@avis.com](mailto:privacy.officer.ca@avis.com)*

*Avis Legal Department*

*Mail: 6 Sylvan Way, Parsippany, NJ 07054*

*Phone: 973-496-0202*

*Fax: 973-496-3444*

If you are not satisfied with the way we handle your complaint, you can also contact:

The Privacy Commissioner of Canada  
Mail: 112 Kent Street, Ottawa, Ontario K1A 1H3  
Phone: 1-800-282-1376  
Fax: 613-967-6850  
E-mail: [cai.communications@cai.gouv.qc.ca](mailto:cai.communications@cai.gouv.qc.ca)

Links to provincial Information and Privacy Commissioners can be found on the Privacy Commissioner of Canada web site at <http://www.privcom.gc.ca>.

#### **WARNING NOTICES FOR RENTALS IN:**

**Arizona:** It shall be a violation of Arizona revised statute 13-1806 if this vehicle is not returned within 72 hours of the specified date and time and you shall be subject to a maximum fine of \$150,000 and/or maximum imprisonment of 1.875 years. Cars shall not be driven into Mexico.

**District of Columbia:** Warning—failure to return any rented vehicle in accordance with the terms of this Rental Agreement may result in criminal penalty of up to 3 years in jail.

**Washington:** Warning—failure to promptly return this vehicle on the date indicated may result in criminal prosecution under RCW 9.45.062.

**Notice: Florida: Dade County**—You must be provided with a local road map with each rental. Your signature on the Master Rental Agreement acknowledges receipt of that map, therefore you need not sign for it at time of rental.

## ***Avis Preferred Rental Terms And Conditions***

### ***Australia***

Effective December 2008

#### ***Acknowledgements***

I acknowledge that:

33. each rental by me will be governed by the Terms & Conditions applicable to the state or country of rental and that those Terms & Conditions will be construed in accordance with the laws of that state or country and I hereby submit to the non-exclusive jurisdiction of the courts of that state or country;
34. **(Europe, The Middle East, Asia and Africa)** I have read, understood and accept the provisions of the enclosed Europe, The Middle East, Asia and Africa Terms and Conditions;
35. **(USA/Canada)** I have read and understood the Texas, Hawaii, Iowa, Indiana, Connecticut, California, Nevada, Virginia, Maryland, Kansas, Missouri, Colorado and Louisiana disclosure notices and Minnesota Consumer Protection Notice concerning the Loss Damage Waiver (LDW) option and I acknowledge receipt of Warning Notices for rentals in the District of Columbia, Arizona and Washington. I waive my right to receive and sign such notices at the time of rental in order to avoid delay at the time of a Preferred Service rental transaction;
36. **(New Zealand)** I have read, understood and accept the provisions of the enclosed New Zealand Terms and Conditions;

I acknowledge that my election in respect of optional coverages does not apply insofar as cover is included in the rate applicable to any rental or is mandatory in the country of rental. Motor Vehicle Insurance is compulsory for renters not domiciled in New Zealand.

#### ***Our Commitment to You***

Avis is a leading car rental company in Australia and New Zealand and the winner of major Quality and Customer Service Awards, servicing both the leisure and business traveller. We are committed to providing quality service and value for money. In particular:

- we provide only current model vehicles;
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations;
- if You consider that Your vehicle has become in any way defective, or if You have any other problem in relation to the service Avis provides, please contact us immediately on our toll free customer hotline number 1800 123 071 + extn 3230 and we will endeavour to provide a solution at no cost to You;
- we respect Your Consumer Rights (as defined below); and
- we welcome Your feedback. Please tell us where we are going wrong by completing the in-car mirror hanger customer feedback form or on the website or by phone or mail. (We would also like to hear about what we are doing right).

#### ***Consumer Rights Statement***

Your Consumer Rights (as defined below) include the right to receive services from Avis which are rendered with due care and skill. You can find out more about Your Consumer Rights from consumer organisations and bodies such as the Australian Competition and Consumer Commission and State/Territory fair trading authorities.

As indicated in Avis' Commitment Statement above, nothing in this Rental Agreement is intended to reduce or prejudice Your Consumer Rights. See also clause 13.2 (below).

Several provisions of the Rental Agreement expressly refer to Your Consumer Rights. These are intended to be reminders to You. The fact that a clause does not include a reference to Your Consumer Rights does not mean that the clause in question affects Your Consumer Rights. Rather, they are simply places where we do not think it is necessary to include a reminder.

#### ***About Your Rental Agreement***

37. (a) The Worldwide Master Rental Agreement made between You and Avis comprises:
  - (i) the Worldwide Terms and Conditions;
  - (ii) the original (and any subsequent) Enrolment Profile that You complete and sign;
  - (iii) and each Rental Document.

- (b) The Worldwide Master Rental Agreement (including clauses 5 to 16 of these Terms and Conditions) covers each rental of a Vehicle made by You under the Avis Preferred Service Program.
- (c) These Terms and Conditions prevail (to the extent of any inconsistency) over any separate agreement You may sign or make with Avis. For the avoidance of doubt the Australian Terms and Conditions only apply to Your rental in Australia.
- (d) Avis may change these Terms and Conditions from time to time. Avis will inform You in writing of any changes, and those changes will apply to the next rental You make after Avis has sent You that written notice.
- (e) Avis will not waive any of its rights under the Worldwide Master Rental Agreement, except in writing signed by an officer or authorised representative of Avis.
- (f) If any term or condition is prohibited by law in a jurisdiction covering a rental, that term is, in that jurisdiction, ineffective to the extent of the prohibition

### **Interpreting Your Rental Agreement**

38. In these Terms and Conditions:

**"Agreement"** means the Worldwide Master Rental Agreement referred to in clause 1.1 governing the Program;

**"Authorised Driver"** means:

- an additional driver who signs the Additional Drivers Form or Rental Document;
- Your spouse; or
- Your employer or a fellow employee, if either is engaged in activities that are incidental to Your business duties;

**"Avis"** means W.T.H. Pty Limited ABN 15 000 165 855 trading as "Avis Australia " or, where applicable, an independent Avis Rent A Car System licensee;

**"ER"** means Excess Reduction, an option which is described in clause 11.5;

**"PAI" means the Personal Accident Insurance option set out in the PAI/PEB Policy;**

**"PAI/PEB Policy"** means the insurance policy issued to Avis by a registered insurer, the terms of which govern PAI and PEB (You should receive a copy of the PAI/PEB Policy with these Terms and Conditions - if You do not have a copy, please ask Avis for one);

**"PEB"** means the Personal Effects and Baggage Insurance option set out in the PAI/PEB Policy;

**"Program"** means the Avis Preferred Service Program referred to in clause 1.2;

**"Protection Package"** means the Protection Package option set out in clause 16;

**"Rental Document"** means the document issued by Avis to You when a Vehicle is rented to You and which sets out the Vehicle's details and the fees and charges applicable to that rental;

**"Rental Period"** means, in respect of each rental of a Vehicle, the period commencing when You receive the keys to the Vehicle from an Avis employee or agent and ending on the date that You return the Vehicle to Avis;

**"Substitute Vehicle Insurance"** means a policy of motor vehicle insurance held by You or an Authorised Driver which covers You or the Authorised Driver while You or the Authorised Driver use the Vehicle as a substitute for the vehicle insured under that policy;

**"Vehicle"** means any vehicle rented by You under the Program (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Avis;

**"You"** or **"Your"** refers to the person who has signed the Enrolment Profile referred to in clause 1.1 and with whom the Agreement is made;

**"Your Consumer Rights"** means Your rights as a consumer under applicable consumer protection legislation, including the Trade Practices Act 1974 (Cth), which cannot be excluded, restricted or modified by this Rental Agreement.

### **Your Participation In The Program**

39. (a) (i) The information provided on any Enrolment Profile about You must be true, accurate, complete and up to date.
- (ii) You acknowledge that Avis will rely on such information to enter into the Agreement.

(iii) You must notify Avis in writing if You wish to change Your selection of the following options:

- (1) Protection Package (see clause 16), or
- (2) ER (see clause 11.5).

- (b) You indemnify Avis for any loss, liability or expense arising from Your failure to comply with clause 3.1.
- (c) Avis may alter any of the fees or charges payable under the Agreement at any time without notice to You. You can be informed of the charges and fees by asking at the time of reservation or at the rental counter. You agree that You must pay all charges and fees whether or not You have asked about them.
- (d) Any notice sent to You by Avis will be deemed to have been received by You within three days of Avis having mailed it to the address shown on Your Enrolment Profile.
- (e) (i) Avis may change the locations from where the Program is available from time to time and without notice to You.
- (ii) You may find out which Avis locations participate in the Program by asking when You reserve a Vehicle.
- (f) You will be required to follow standard Avis rental procedures at locations not participating in the Program at the time of rental. PAI and PEB may not be available at those locations.

Avis may terminate the Agreement and Your enrolment in the Program at any time if You or an Authorised Driver breach these Terms and Conditions.

### **Making A Reservation**

40. For each rental, You must make Your reservation at least 24 hours before Your chosen time of rental, and inform the reservation agent that the reservation is for a preferred service rental.

### **Driver**

41. You agree and acknowledge that:
- (i) only You or an Authorised Driver will drive the Vehicle; and
  - (ii) You and any Authorised Driver are currently licensed to drive the Vehicle and have been so licensed to drive for a period of 12 months or longer (excluding any time under a learner's permit or provisional licence).

### **Where You Can And Cannot Drive The Vehicle**

42. (a) You and any Authorised Driver must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road.
- (b) You and any Authorised Driver must not unless authorised in writing by Avis, drive or take the Vehicle:
- (i) to Kangaroo Island or Fraser Island;
  - (ii) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon; Magnetic Island, Groote Eylandt, Gove Peninsula & Tiwi Islands;
  - (iii) in Queensland:
    - Highway No.27: Beyond Chillagoe in a Westerly direction;
    - Highway No 1: Beyond Normanton in a Southerly direction and no further North than Karumba;
    - If the vehicle is a Passenger vehicle or truck, beyond Cooktown to the North or Lakeland to the West and no further north than Cape Tribulation on the coast road;
    - On the coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the vehicle is a Group W, 4WD;
  - (iv) above the snow line in Tasmania, New South Wales and Victoria (being Jindabyne in New South Wales and Bright in Victoria) from the beginning of June until the end of September; or
  - (v) on beaches or through streams, dams, rivers or flood waters.

### **Use Of The Vehicle**

43. (a) You and any Authorised Driver must:
- (i) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
  - (ii) not allow the Vehicle to be used to tow or push anything;
  - (iii) not carry more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle, or carry a greater load than that for which it was built;
  - (iv) not be under the influence of alcohol, drugs or have a blood alcohol content that exceeds the legal limit in the State or Territory in which the Vehicle is driven;
  - (v) not allow the Vehicle to be used to carry passengers for payment of any kind;
  - (vi) not use the Vehicle when it is damaged or unsafe;
  - (vii) not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Vehicle manufacturer's and Avis' recommendations;
  - (viii) not, without Avis' prior written consent, use the Vehicle to carry any flammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
  - (ix) not use the Vehicle in contravention of any law.
- (b) You must pay for any unauthorised repairs to the Vehicle and for all parking and traffic infringements in respect of the Vehicle during the Rental Period.

### **Maintenance, Security And Safety**

44. (a) You and any Authorised Driver must:
- (i) maintain all of the Vehicle's engine oils and engine coolant levels to the manufacturer's specifications as set out in the Vehicle's operations manual located in the glove box;
  - (ii) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
  - (iii) comply with any applicable seat belt and child restraint laws.
- (b) You must not have repairs to the Vehicle carried out unless Avis authorises You to do so. Avis requires verification of the cost of repairs for audit and GST purposes. You should obtain an original tax invoice/receipt to assist Avis. Avis will reimburse You for any repairs to the Vehicle authorised by it, provided that the cost of those repairs is verified. To the extent that Avis cannot verify the cost of repairs, Avis will not reimburse You.

### **Return Of Vehicle**

45. (a) You must return the Vehicle to Avis:
- (i) to the place, on the date and by the time shown on the Rental Document;
  - (ii) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
- (b) If you tell us that You wish to return the Vehicle to a location other than that stated on the Rental document, Avis will advise You of the amount of the "one-way fee" that you will incur. If You do not tell us in advance, You must pay a "one-way fee", as determined at the end of the Rental Period.
- (c) You must return the Vehicle to an Avis location during normal business hours. If You return the Vehicle later than the time shown on the Rental Document, You must pay all additional rental charges.
- (d) If:
- (i) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
  - (ii) any special conditions set out in the "Rates" section on the Rental Document are breached, the rates shown on the Rental Document will not apply and You must pay the Avis standard rate for the Vehicle for the Rental Period.

- (e) Avis may request the immediate return of the Vehicle, or Avis may retake the Vehicle without notice, if Avis reasonably suspects that:

- (i) The vehicle may be used for an unlawful purpose;
- (ii) damage to the Vehicle, or injury to persons or property is likely to occur; or
- (iii) the Vehicle will be involved in an industrial dispute; and

You must also pay Avis any cost it incurs as well as all costs and charges under the Agreement for the period up to return/repossession of the Vehicle.

### **Fuel**

46. (a) If You do not select the Prepaid Fuel Option (where available), and You return the Vehicle with less fuel than it had when You rented it, You must pay the Fuel Service Charge per litre as set out on the Rental Document.
- (b) The fuel level of the Vehicle at the time You rent it and at the time You return it to Avis is determined by visual inspection by Avis of the Vehicle's fuel gauge.

### **Loss Damage Waiver, Damage And Loss Of Property**

47. (a) Subject to this clause 11, You are liable:
- (i) for the loss of, and all damage to, the Vehicle; and
  - (ii) for all damage to the property of any person:
    - (1) which is caused or contributed to by You or an Authorised Driver; or
    - (2) which arises from the use of the Vehicle by You or an Authorised Driver.

This clause 11 does not apply to any damage or loss for which Avis is liable to You under this Agreement.

Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 2).

- (b) Subject to clause 11.3, if:
- (i) You accept the Loss Damage Waiver option on the Rental Document at the commencement of the Rental Period (or it is included in Your rate); and,
  - (ii) where applicable, You pay the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or for each separate event involving damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver,
- Avis:
- (iii) waives Your liability under clause 11.1 for damage to the Vehicle or loss of the Vehicle; and
  - (iv) will ensure that You and any Authorised Driver are entitled to be indemnified under a policy of liability insurance provided by a registered insurer for Your and an Authorised Driver's legal liability to a third party for damage to the property of that third party which is caused by the use of the Vehicle by You or an Authorised Driver.
- (c) Subject to Your Consumer Rights, You must always pay, and clause 11.2 does not cover:
- (i) the excess shown on the Rental Document if there is damage to or loss of the Vehicle or if there is damage to the property of any third party;
  - (ii) the cost of rectifying any tire damage not attributable to normal wear and tear;
  - (iii) the cost of repairing any damage caused deliberately or recklessly by:
    - (1) You;
    - (2) any other driver of the Vehicle; or
    - (3) any passenger carried during the Rental Period;
  - (iv) the cost of repairing any damage to the Vehicle or to third party property caused by You using, or permitting the Vehicle to be used, in any area prohibited by the Agreement;

- (v) the cost of repairing any damage to the Vehicle or to third party property caused by contact between the Vehicle and anything overhanging the roadway or the Vehicle; or
  - (vi) the cost of repairing any water damage to the Vehicle or any underbody damage, and any resulting damage from that underbody damage, to the Vehicle.
- (d) For the purposes of this clause 11, the amount You must pay for any damage or repair may be reasonably determined by Avis and includes:
- (i) the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the loss or damage, whichever is the lesser;
  - (ii) appraisal fees;
  - (iii) towing, storage and recovery costs;
  - (iv) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
  - (v) a per day loss of use fee based on the estimated downtime of the Vehicle.

If the amount determined by Avis and paid by You under this clause 11.4 exceeds the final cost of the damage or repair, Avis will refund the difference to You.

- (e) Excess:
- (i) You are liable for the amount of the excess shown on the Rental Document for each separate event involving damage to or loss of the Vehicle or if there is damage to the property of any third party arising from Your use of the Vehicle. The amount of the excess varies depending on Your age, location, type of vehicle and applicable rental rate.
  - (ii) If You accept ER Your excess amount will be reduced provided You have not breached the Agreement.
  - (iii) The ER fee to reduce Your excess amount varies depending on Your age and the type of vehicle rented. Full details of the current excess amount and the ER fees are available from Avis.
  - (iv) Avis may change or cancel the availability of ER at any time by notice to You.

### **Greenhouse Initiative**

48. If You agreed to make the optional contribution towards the Avis Greenhouse Initiative then Avis will pay the full amount of your contribution towards that Initiative and its administration. That means that Avis will use up (or have used up on its behalf) a quantity of carbon credits from projects approved under the Greenhouse Friendly™ Initiative of the Australian Government which will offset at least some of the greenhouse gases generated by Your rental and use of the vehicle. For more information on the Greenhouse Friendly™ Initiative, visit its website at [www.climatechange.gov.au/greenhousefriendly](http://www.climatechange.gov.au/greenhousefriendly)

### **Liability Of Avis**

49. (a) Unless Avis or an Avis employee acting in the course of their employment is negligent, and subject to Your Consumer Rights, Avis is not liable to any person, and You indemnify Avis, for any loss of, or damage to, any property:
- (i) stolen from the Vehicle or otherwise lost during the rental; or
  - (ii) left in the Vehicle after its return to Avis.
- (b) Neither clause 13.1 nor any other provision of the Agreement affects Your Consumer Rights.

### **Claims And Procedures**

50. (a) Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim, or where damage or loss is sustained to the Vehicle or any third party property, You and/or any Authorised Driver must:
- (i) promptly report such incident to the local police;
  - (ii) promptly report such incident in writing to Avis;
  - (iii) not, without Avis' written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;

- (iv) permit Avis or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name;
- (v) permit or ensure that Avis may claim in Your name or that of the Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause the Authorised Driver to assist Avis in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Avis;
- (vi) complete and furnish to Avis within a reasonable time any statement, information or assistance which Avis or its insurer may reasonably require, including attending at a lawyer's office and at Court to give evidence.

Avis will meet your reasonable out-of-pocket expenses in complying with clause 14(e) or 14(f)

### **Payment**

51. (a) At the end of the Rental Period, You must pay Avis on demand:
- (i) all charges specified on the Rental Document and all charges payable under the Agreement;
  - (ii) any amount paid or payable by Avis or You to any person arising out of Your use of the Vehicle or imposed on You or Avis by any governmental or other competent authority (such as speeding, parking and traffic fines); and
  - (iii) any amount for which You are liable to Avis under the Agreement, in respect of a breach of the Agreement or otherwise. Avis will provide details to You of any amount payable under this clause 15.1(c)
- (b) The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:
- (i) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 9.4), plus
  - (ii) the amount payable for the number of kilometres driven during the Rental Period.
- (c) Distance charges are measured from the Vehicle's odometer.
- (d) You authorise Avis to charge all moneys payable to Avis under the Agreement to Your credit card or charge account.
- (e) Avis will pay any refund due to You by such method as Avis may reasonably choose.
- (f) If you fail to pay any money due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the money:
- (i) You must also pay Avis interest at 10% (compounded daily) on the money from the expiry of 14 days from the date on which You were required to pay the money to the date of payment; and
  - (ii) if Avis arranges for the collection of the unpaid money from You by a debt collection agency, You must also pay Avis:
    - (1) Avis' administration fee of \$50; and
    - (2) the debt collection agency's fee equal to 10% of the unpaid money, in addition to the interest payable.

### **Protection Package**

52. (a) You may choose the Protection Package which provides you with Excess Reduction (ER), Personal Accident Insurance (PAI) and Personal Effects and Baggage Insurance (PEB) by indicating this on the Enrollment Profile. This choice will apply for each rental that you make under the Program where the Protection Package is available. You may change your choice for future rentals by notifying Avis of the change in writing.
- (b) Subject to this clause 16, if You accept the Protection Package, You are entitled to be indemnified under a group policy of insurance for PAI and PEB provided to Avis by American Home Assurance Company, on the terms set out in the Product Disclosure Statement (PDS) and PAI/PEB Policy document.
- (c) On any rental car which You have chosen the Protection Package, You must pay the charge for such option current at the time of rental for each full or partial day of the rental.
- (d) In the event that the PAI and PEB group policy ceases to be available as part of Protection Package. If this happens Avis will provide notice to you if you have chosen the Protection Package.

## **Avis Australia Privacy Policy**

We at Avis Australia recognise the importance of protecting your personal information.

The Commonwealth Privacy Act 1988 (Privacy Act) regulates the handling of personal information (for example, name and address details) by Australian private sector organisations. This policy explains how Avis Australia protects your privacy and summarises how we collect, use and disclose personal information that you might provide us.

When you make an application to use our service, you consent to us using and disclosing your personal information consistent with this policy. Please refer to the section in this policy titled "What you consent and agree to".

This policy is applicable to personal information that we hold about you in Australia. Because Avis (as to which see below) operates a vehicle rental system in many countries, your personal information will also be held in and accessible by Avis staff or franchise and licensee operators located in other countries. This privacy policy does not apply to information held by Avis outside Australia. Some of the countries that Avis operates in have privacy or data protection laws for private sector organisations similar to the law in Australia, other countries that Avis operates in do not.

In this policy we also explain how you can contact us if you have a query about any personal information that Avis Australia may be holding about you.

We recommend that you take the time to read this privacy policy and retain it for future reference.

### **About Avis**

"Avis Australia" is the trading name of W.T.H. Pty Limited ABN 15 000 165 855 which is a subsidiary of Avis Rent A Car System, LLC, located in the United States.

Avis Rent A Car System, LLC, its subsidiaries and related companies operate the world's second largest general-use vehicle rental business, based on total revenue, providing business and leisure customers with a wide range of services at more than 1,650 locations in the United States, Canada, Australia, New Zealand and the Latin American/Caribbean region.

Avis Rent A Car System, LLC, has marketing arrangements with Avis Europe Plc, a separately owned UK-based company owning or franchising an additional 3,050 Avis locations in Europe, the Middle East, Asia and Africa.

Avis is recognised as the industry leader in applying new technologies and is one of the world's top brands for customer loyalty.

### **What personal information does Avis Australia collect about me and how does it collect it?**

When you rent a vehicle from Avis Australia, we need to collect certain information from you. The service that you use will determine exactly what information we collect from you. That information may include your:

*name;*  
*address;*  
*contact telephone number(s);*  
*contact facsimile number(s);*  
*date of birth;*  
*driver's licence number;*  
*frequent traveller program number;*  
*vehicle preference;*  
*credit card number and expiry date;*  
*e-mail address;*  
*company name and employee number;*  
*contact details of individuals who can provide professional references.*

In certain circumstances, we may collect sensitive information about you. For example, we may collect information about your membership of a professional association in order to provide you with the correct discount for our services. Sensitive information under the Privacy Act includes information about an individual's membership of a professional or trade association. We will only collect sensitive information about you with your consent or otherwise in accordance with the law.

We will also record information about where you collected the vehicle and the date, time and location of its return.

How we collect the information will depend on how you use our services. We may collect information directly from you by telephone, fax, e-mail, over the counter, your completion of

an application or enrolment form, or through our Internet based service. We may also collect information about you indirectly through a travel agent, a corporate program or through one of our partner programs.

You can choose not to provide some of your personal details but this may prevent us from providing our services to you or limit our ability to provide you with the level of service that you would normally expect from us.

### **How is my personal information used or disclosed by Avis Australia?**

We strive to ensure a stress-free rental experience and we are dedicated to building a rewarding and lasting relationship with every customer. In order to provide the level of service we believe you expect from us, we may use and disclose your personal information for the following purposes:

#### **General purposes**

We use your personal information to:

- provide the services that you request;
- do all things necessary to administer those services;
- research, develop, manage, protect and improve our services;
- conduct customer satisfaction surveys and inform you of any improvements that we have made to our services; and
- maintain and develop our software and other business systems.

We may disclose your personal information to other related and non-related organisations including:

- Avis Rent A Car System, LLC, Avis Europe Plc and franchisees or licensees of Avis;
- your company or organisation if you use our services under a corporate account;
- to one of our program partners if you are a member of their frequent traveller program and you have asked us to send them details of your rental agreement with us
- our contracted service providers (including our market research company and our mail house);
- credit card providers;
- credit reporting and fraud checking agencies;
- debt collection agencies, in the event of your default in payment of monies owed to us;
- city councils and government or private organisations responsible for the processing or handling of traffic related infringements;
- driver licensing authorities; and
- government, regulatory and law enforcement agencies where the disclosure is required or authorised by law.

### **Use or disclosure for direct marketing purposes**

We may use and disclose your personal information to offer you products and services provided by Avis Australia, Avis Rent A Car System, LLC, Avis Europe Plc, and franchisees and licensees of Avis. We may also use (but not disclose) your personal information to offer you products and services provided by companies participating in Avis partner programs.

You can choose not to allow us to use or disclose your personal information for direct marketing purposes by indicating your preference on the rental document or by contacting us (see "Whom can I contact for further information?", below).

### **Disclosures outside of Australia**

When you provide us with your personal information, we will enter your details into the centralised Avis databases which are located and maintained in the United States. Depending on how you use our services, your personal information may be accessed by Avis personnel, as well as franchisees and licensees of Avis located in other countries. Some of the countries that we operate in have privacy or data protection laws with general application to the private sector, other countries, including the United States, do not.

### **How does Avis Australia protect my information?**

We take reasonable steps to protect all of the personal information we hold from misuse and loss and from unauthorised access, modification or disclosure. This protection applies in relation to information stored in both electronic and hard copy form.

### **Can I access personal information that Avis Australia holds about me?**

You may access any personal information that we hold about you subject to certain exceptions. We will normally provide access without charge unless you request access to a large volume of information or we have to access our archived records to obtain the information. In these circumstances, we may impose a fee to recover our reasonable costs. Details of how to contact us are set out below.

### **Tell us if we need to update your personal information or preferences**

If you believe that any of the information that we hold about you is not current or incomplete, please let us know and we will update your details. We take reasonable steps to ensure that we hold current information about you but it is very helpful if you can pass on to us any changes to your personal details or preferences. Details of how to contact us are set out below.

### **Whom can I contact for further information?**

If you have any questions about how we handle your personal information or if you believe that we have handled your personal information inappropriately, you can contact us in any of the following ways:

**By mail:** The Privacy Officer  
Avis Australia  
Level 2  
15 Bourke Road  
Mascot NSW 2020

**By fax:** The Privacy Officer,  
Avis Australia  
Facsimile no: 02 9353 9017

**By telephone:** The Privacy Officer  
Avis Australia  
Telephone no: 02 9353 9033

**By e-mail:** customer.service@avis.com.au

If you are not satisfied with the way in which we handle your enquiry, you can call the office of the Australian Privacy Commissioner on 1300 363 992.

### **What you consent and agree to**

When you provide us with your personal information you consent and agree to our use and disclosure of your personal information in accordance with this policy including, in particular to:

- our use and disclosure of that information in order to provide the service you have requested and for any other compatible purpose including the management, protection and development of our business;
- the disclosure of your personal information to entities located outside of Australia. This may include disclosure to Avis Rent A Car System, LLC-, located in the United States, Avis Europe Plc and franchisees or licensees of Avis, our service providers and program partner organisations. You should understand that once your information is held outside of Australia it may not receive the same level of protection that the Privacy Act requires; and
- our use and disclosure of your personal information for direct marketing purposes. If you do not wish us to use or disclose your personal information for direct marketing purposes, you can indicate your preference on the rental document or by contacting us (as to which see above).

### **Changes to this policy**

This is our current privacy policy outlining our personal information management practices. It replaces any other privacy policy published by us to date.

We may vary this policy at any time. To obtain an up to date copy of the policy, please contact Avis Australia (see "Whom can I contact for further information?", above).

Version 5 – Date of Publication September 2006

### **Pai/Peb Policy**

W.T.H. Pty Limited trading as "Avis Australia"

#### **Personal Accident Insurance (PAI)**

#### **Personal Effects Insurance (PEB) Policy**

Product Disclosure Statement and Policy Wording

This Policy is issued / insured by American Home Assurance Company, ABN 67 007 483 267, AFSL No 230903, Incorporated with Limited Liability in the USA, trading as AIG Australia, a member of American International Group, Inc. Melbourne : 549 St. Kilda Road, VIC 3004 (03) 9522 4000 Sydney : 220 George Street, NSW 2000 (02) 9240 1711 Brisbane : 10 Eagle Street, QLD 4000 (07) 3220 0700 Perth : 77 St. George's Terrace, WA 6000 (08) 9202 1366

This document contains your Insurance Policy terms, Provisos, Exclusions and Conditions. It is important that you read and understand it and retain it in a safe place.

Date Prepared: 21 July 2006

#### **How this insurance is arranged**

This cover is provided under a Group Insurance Policy issued/insured to W.T.H Pty Ltd trading as Avis Australia ("Avis Australia ") by:

American Home Assurance Company  
ABN 67 007 483 267  
AFSL 230903 incorporated with Limited Liability in the USA  
Trading as AIG Australia ("AIG Australia ")  
549 St. Kilda Road  
Melbourne VIC 3004

American Home Assurance Company trading as AIG Australia issues / insures this product pursuant to an Australian Financial Services Licence ("ASFL") granted to us by the Australian Securities and Investments Commission.

AIG Australia prepare this Product Disclosure Statement.

The Group Policy of Insurance issued to Avis Australia provides benefits to Avis Australia customers who purchase the Protection Package and is not available for individual purchase or sale to retail clients.

Avis Australia do not act on behalf of AIG Australia or receive any commission or benefit from AIG Australia in purchasing this cover.

### **Contents**

Product Disclosure Statement

Policy Wording

Definitions

Section 1 - Personal Accident Insurance

Part A - Capital Benefits.

Part B - Weekly Injury Benefit.

Section 2 - Personal Effects Insurance

General Exclusions.

General Conditions.

Product Disclosure Statement

### **53. What is the Product Disclosure Statement?**

The Product Disclosure Statement ("PDS") contains information about key benefits and significant features of this Personal Accident and Personal Effects Insurance which is included in the cost of the Protection Package. The terms and conditions of this insurance are contained in the Policy Wording.

## 54. Key Benefits

This cover is provided under a Group Insurance Policy issued to Avis Australia. Cover is not available for individual purchase or sale. Cover provides compensation for a specified range of Events including:

Section – **Section Title** – *Compensation for*

Section 1 – **Personal Accident Insurance** – Refer to information provided in Part A and Part B below.

Part A – **Capital Benefits** – *Injury resulting in Death, Permanent Total Disablement and specified Permanent Total Loss.*

Part B – **Weekly Injury Benefit** – *Weekly Injury Benefit for Injury resulting in Temporary Partial Disablement or Temporary Total Disablement.*

Benefits are reduced under Part B by the amount of any Workers Compensation, any other insurance or third party motor vehicle compensation payouts that you may be entitled to. Weekly benefits are limited to a 52 week period.

Section 2 – **Personal Effects Insurance** – *Loss of or damage to Luggage and Personal Effects contained within the rental vehicle.*

Full details of the benefits and maximum sums insured for each level of cover are contained in the Policy Wording including the Table of Events. Cover is limited to the benefits as listed in the Table of Events and is subject to the terms, conditions and exclusions in the Policy Wording.

## 55. Important Information

Please read the Policy Wording carefully for full details about lodging a claim, the benefits, terms and conditions that apply to this insurance. Take special note of the following:

- The Policy Wording contains a Definitions section.
- There are some circumstances where cover cannot be provided. These are covered in the Policy Wording. Please take special note of the General Exclusions applicable to all sections of the policy listed within the Policy Wording.
- General Conditions also apply. These are located within the Policy Wording.
- Age limits apply to this policy. To be eligible for cover under this policy Insured Person(s) must be at least 18 years of age and less than 70 years of age. Full details of age limits can be found within the Policy Wording.

This document also contains important information about the rights and obligations of insured persons including information about Privacy and General Insurance Code of Practice.

## 56. Costs

Avis Australia pay AIG Australia an annual premium to purchase a Group Insurance Policy which provides cover for Avis Australia customers who purchase the Protection Plan. The cost of the insurance is included in the cost of the Protection Package.

### **Deductible or excess**

An excess of \$25 applies to any claim under Section 2 - Personal Effects Insurance.

## 57. How to make a Claim

Information on claims can be found under the section titled General Conditions in the Policy Wording. Please read this carefully. Claims need to be submitted with proof of identity and original supporting documentation such as doctor's reports, receipts, and where requested, additional Proof of Loss. Claims should be delivered to the address shown on the inside cover of this document. In the event of claims under some policy sections, an excess may apply. Please refer to the Policy Wording for further details.

## 58. Code of Practice

The Insurance Industry has developed a General Insurance Code of Practice. This aims to raise the standards of practice and service in the Insurance Industry and it includes the following:

When you lodge a claim We will tell you in plain language what information We need and how you should go about making Your claim.

We will respond promptly to any request you make for assistance with your claim and it will be considered and assessed promptly.

## 59. Dispute Resolution

We are committed to handling any complaints about our insurance products or services efficiently and fairly.

If you have a complaint in relation to our insurance products or services please write to:  
*The Compliance Manager  
AIG Australia  
549 St Kilda Road,  
Melbourne VICTORIA 3004*

If you are still unhappy, you may request that the matter be reviewed by Our Internal Dispute Resolution Committee ("Committee"). We will respond to you with the Committee's findings within 15 working days.

If you are not satisfied with the finding of the Committee, you may be able to take your matter to an independent dispute resolution body, Insurance Ombudsman Services Limited (IOS). This external dispute resolution body can make decisions of which AIG Australia are obliged to comply.

Contact details are:

*Insurance Ombudsman Services  
Phone: 1300 780 808 (local call fee applies)  
Email: ios@insuranceombudsman.com.au  
Internet: http://www.insuranceombudsman.com.au  
PO Box 561, Collins St West Post Office,  
Melbourne, VIC 8007*

## The Policy Wording

### **Definitions**

In this Policy the following definitions apply:

**Authorised Driver** means any person listed or described as an Authorised Driver in the Rental Agreement.

**Compensation** means, for Section 1 of the Policy, the amount payable by Us upon the happening of an Event shown in the Table of Events in Section 1 of the Policy.

**Event** means, for Section 1 of the Policy, an Event set out in the Table of Events in Section 1 of the Policy.

**Excess** means the first amount of each and every loss payable by the Insured Person.

**Income** means:

- (i) As regards to a salaried Insured Person, the average gross weekly income earned from personal exertion before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (ii) As regards to a T.E.C. (ie total employee cost) or salary package Insured Person, the average gross weekly value of the income package earned from personal exertion (including, but not limited to wages, and/or salary, motor vehicle and/or travelling allowances, club subscriptions and fees, housing loan or rental subsidy, clothing or meal allowances) before personal deductions and income tax, but excluding bonuses, commissions, overtime payments and other allowances; or
- (iii) As regards to a self-employed Insured Person, the average gross weekly income earned from personal exertion after the deduction of all business expenses necessarily incurred in earning that income;  
  
all derived during the 12 calendar months period immediately preceding the Injury giving rise to the claim under this Policy.

**Injury** means a bodily injury to an Insured Person resulting from an accident caused by sudden, violent, external and visible means and occurring solely and directly and independently of any other cause including any pre-existing physical or congenital condition, provided the Injury

- (iv) occurs on or after the Insured Person's Effective Date of Individual Insurance (as set out in item 1 under the heading "General Conditions for PAI and PEB"), and
- (v) results in any of the Events specified in the Table of Events in Section 1 of the Policy within 12 calendar months from the date of such Injury.

**Insured Person** means each of:

- (vi) in respect of cover under PAI, the Renter and an Authorised Driver; and

- (vii) in respect of cover under PEB, the Renter, an Authorised Driver and any person travelling with the Renter and Authorised Driver, but excluding any hitchhiker.

**Limb** means the entire limb between the shoulder and the wrist or between the hip and the ankle.

**Non-Medicare Medical Expenses** means:

- (viii) Expenses that are not subject to any full or partial Medicare rebate nor are they recoverable by the Insured Person from any other source and are incurred within 12 calendar months of the Insured Person sustaining Injury;
- (ix) They must be paid by the Insured Person and be for treatment certified necessary by a legally qualified medical practitioner, to a registered Private Hospital, physiotherapist, chiropractor, osteopath, nurse or similar provider of medical services;
- (x) They include the cost of medical supplies or ambulance hire;
- (xi) They do not include the cost of dental treatment unless it is necessarily incurred to sound and natural teeth, other than first teeth or dentures, and is caused by Injury. Note: Non-Medicare Medical Expenses does not include any or part of any expenses for which a Medicare benefit is paid or is payable, nor does it include the balance of monies due or payable by the Insured Person after deduction of any Medicare benefit or rebate. (Commonly known as the "Medicare Gap").

**Refund Not Available:** We shall not be liable to make any refund in respect of:

- (xii) Any expense recoverable by the Insured Person from any other insurance scheme or any plan providing medical/physiotherapy or similar coverage or from any other source except for the excess of the amount recoverable from such other insurance plan or source;
- (xiii) Any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made under it apply;
- (xiv) More than the specified percentage of each claim less all deductions and the Excess shown in Part C of the Table of Events;
- (xv) Any expense which We are prohibited by Law from paying.

Our Total Liability shall not exceed in the amount specified in Part C of the Table of Events, in respect of any one Injury.

**PAI** means the cover provided under Section 1 of this Policy.

**PEB** means the cover provided under Section 2 of this Policy.

**Permanent** means lasting 12 consecutive months and at the end of that period being beyond hope of improvement.

**Permanent Total Disablement** means total disablement which continues for 12 consecutive months and at that time is certified by a registered and legally qualified medical practitioner (who is not the Insured Person or a family member) as being beyond hope of improvement and entirely preventing the Insured Person forever from engaging in any business, profession, occupation or employment for which he or she is reasonably qualified by training, education or experience.

**Policy Period** means in relation to You, the period specified in the Policy Schedule and in relation to a Renter, it means the period of hire of a Avis Australia vehicle for the Avis Rental Period specified in the Rental Agreement.

**Renter** means the person with whom You have made the Rental Agreement.

**Rental Agreement** means the Avis Standard Rental Agreement or Avis Worldwide Master Rental Agreement that is in force when the Injury, loss or damage that gives rise to a claim under this Policy occurs. Temporary Total Disablement means that as a result of Injury the Insured Person is wholly and continuously prevented from engaging in his or her usual occupation and is under the regular care of and acting in accordance with the instructions or professional advice of a registered and legally qualified medical practitioner who is not the Insured Person or a family member.

**Terrorist Act** - means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or committing of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and

victim(s) shall not be considered Terrorist Acts. Terrorism shall also include any act which is verified or recognised by the (relevant) Government as an act of terrorism.

**Total and Permanent Loss** means the Permanent and total physical loss of the body part referenced in the Table of Events. Where that body part is a Limb, Total and Permanent Loss means the Permanent and total physical loss or loss of use of that body part referenced in the Table of Events in Section 1 of this Policy, or for an eye entire and irrecoverable loss of sight in that eye.

**War** means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We/Our/Us/Insurer** means American Home Assurance Company ABN 67 007 483 267 trading as AIG Australia.

**You/Your** means W.T.H Pty Limited ABN 15 000 165 855 trading as "Avis Australia".

Words in the singular include the plural and vice versa.

## **Section 1 – Personal Accident Insurance (PAI)**

Cover under this Section is provided only if the Renter has signed the Rental Agreement accepting cover for PAI.

### **Scope of Cover**

This Section of the Policy covers the Insured Person whilst he or she is:

- (xvi) the driver of an Avis Australia vehicle, or
- (xvii) entering through the driver's door of an Avis Australia vehicle for the purpose of driving the vehicle, or
- (xviii) alighting through the driver's door of an Avis Australia vehicle immediately after having driven the vehicle.

### **Exposure**

If an Insured Person suffers an Event as a direct result of exposure to the elements, We will pay the Compensation shown for that Event.

### **Disappearance**

If an Insured Person disappears and after twelve calendar months it is reasonable for Us to believe they have died due to an insured Injury, We will pay the Compensation shown for Event 1 (Death) subject to receipt of a signed undertaking given by the legal personal representative of the Insured Person that any such Compensation shall be refunded if it is later demonstrated that the Insured Person did not die as a result of an Injury.

### **Special Provisions for PAI**

60. Compensation payable under Event 1 (Death) is payable to the Insured Person's legal personal representative. All other compensation is payable to the Insured Person(s).
61. In respect to the Capital Benefits in Part A of the Table of Events:
- (i) In the event of multiple Injuries sustained in the same accident and more than one Event can be claimed, only one Event will be compensated.
- (ii) If an Insured Person suffers an Injury resulting in any one of the Events 2 to 9 We will not be liable under this Policy for any subsequent Injury to that Insured Person.
- (iii) Any Compensation payable for Events 2 to 19 listed in Part A of the Table of Events shall be reduced by any Compensation already paid under Event 20 in Part B of the Table of Events in respect of the same Injury.
62. Compensation is not payable:
- (i) For more than one of the Events under Part B of the Table of Events [Weekly Injury Benefit] in respect of the same period of time.
- (ii) To more than one Insured Person in the event an accident causes Injuries to more than one Insured Person.
- (iii) For longer than 52 weeks in respect of the Events in Part B of the Table of Events - [Weekly Injury Benefit] as regards any one Injury.

- (iv) Unless as soon as possible after the happening of any Injury giving or likely to give rise to a claim, the Insured Person obtains and follows proper medical advice from a registered and legally qualified medical practitioner who is not the Insured Person or a family member.

### 63. Weekly Benefits Limitation

For each Insured Person, the Compensation payable under Part B of the Table of Events [Weekly Injury Benefit] is limited to the amount stated in Part B of the Table of Events or the Insured Person's weekly Income, whichever is the lesser. If the Insured Person is entitled to receive:

- (i) Weekly or periodical disability benefits under any other policy of insurance; and/or
- (ii) Weekly or periodical disability benefits under any Workcover or Workers Compensation Act or other Statutory body having a similar effect; or under the Wrongs Act, or under any Compulsory Third Party or Motor Vehicle Act, or Transport or Transport Accident Act or other Statutory body having similar effect; and/or
- (iii) earned income from any other occupation; then Compensation payable under Part B of the Table of Events [Weekly Injury Benefit] will be reduced by the amount necessary to limit the total of all payments and/or Compensation to his or her weekly Income or the limit stated in the Table of Events, whichever is the lesser.

### 64. Recurrence of temporary total disablement (Weekly Injury Benefit)

If an Insured Person receives Compensation under Part B of the Table of Events [Weekly Injury Benefit] and while this Policy is in force suffers a recurrence of Temporary Total Disablement from the same or related causes within 6 consecutive months of his or her return to his or her occupation on a full time basis, We will consider such Disablement to be a continuation of the prior claim period. The period of recurring Disablement will be aggregated with the prior claim period.

### 65. Aggregate Limit of Liability

Our total liability for all claims under PAI which arise out of one accident or series of related accidents shall not exceed \$1,000,000.

### 66. Age Limits

We will not be liable for any Event which happens to an Insured Person unless at the date of the Injury they are at least 18 years of age and less than 70 years of age.

## TABLE OF EVENTS FOR PAI

### Part A Capital Benefits

Cover under this Section is provided only if the Renter has signed the Rental Agreement accepting cover for PAI. The Compensation for each Event is payable as a percentage of the Capital Sum.

Capital Sum \$75,000

#### The Events

Injury as defined, resulting in:

The Events	The Compensation
1. Death	100%
2. Permanent Total Disablement	100%
3. Permanent Paraplegia or Quadriplegia	100%
4. Permanent Total Loss of sight of both eyes	100%
5. Permanent Total Loss of sight of one eye	100%
6. Permanent Total Loss of use of two Limbs	100%
7. Permanent Total Loss of use of one Limb	100%
8. Permanent Total Loss of the lens of both eyes	100%
9. Permanent Total Loss of the lens of one eye	50%
10. Permanent Total Loss of hearing in	
(a) both ears	75%
(b) one ear	15%
11. Third degree burns and/or resultant disfigurement received from fire or chemical reaction which extend to cover more than 40% of the entire external body	50%
12. Permanent Total Loss of use of four Fingers and Thumb of either Hand	70%
13. Permanent Total Loss of use of four Fingers of either Hand	40%

14. Permanent Total Loss of use of one Thumb of either Hand	
(a) both joints	30%
(b) one joint	15%
15. Permanent Total Loss of use of Fingers of either Hand	
(a) three joints	10%
(b) two joints	7%
(c) one joint	5%
16. Permanent Total Loss of use of Toes of either Foot	
(a) all - one Foot	15%
(b) great - both joints	5%
(c) great - one joint	3%
(d) other than great, each Toe	1%
17. Loss of at least 50% of all sound and natural teeth, including Per tooth, capped or crowned teeth, but excluding first teeth and dentures	% (to \$10,000 in total for all teeth)
18. Shortening of leg by at least 5cm	7%
19. Permanent partial disablement not otherwise provided for under Events 3 to 18 inclusive. Such percentage of the Capital Sum Insured as We in Our absolute discretion shall determine and being in Our opinion not inconsistent with the Compensation provided under Events 3 to 18. The maximum amount payable under Event 19 is 75% of the Capital Sum Insured shown in the Table of Events	

### Part B Weekly Injury Benefit – payable to wage earners only

#### The Events

Injury as defined, resulting in:

20. Temporary Total Disablement	<i>During such Disablement up to a maximum of 52 weeks \$150 per week or Income as defined, whichever is the lesser.</i>
---------------------------------	--

#### The Compensation

### Part C Non-medicare medical expenses

#### The Events

Injury as defined, resulting in:

21. Non Medicare Medical Expenses	<i>To an amount not exceeding \$7500 for any one Injury. An Excess \$50 applies to each and every claim.</i>
-----------------------------------	--

#### The Compensation

### 67. Exclusions

In addition to the General Exclusions for PAI and PEB, We will not pay for any Event arising directly or indirectly out of:

68. Any sickness or disease.
69. Effects of pregnancy or childbirth, not withstanding that such an Event may have been accelerated or induced by accident.
70. Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
71. Effects of alcohol and/or drugs not prescribed by a registered and legally qualified medical practitioner.
72. Medical expenses incurred more than 12 calendar months following an Injury. 6. Dental expenses unless they were necessarily incurred to sound and natural teeth, other than first teeth or dentures, and were caused by Injury.
73. Dental expenses unless they were necessarily incurred to sound and natural teeth, other than first teeth or dentures, and were caused by Injury.

## Section 2 – Personal Effects Insurance (PEB)

Cover under this Section is provided only if the Renter has signed the Rental Agreement accepting cover for PEB.

### Scope of Cover

This Section covers accidental loss of or damage to the Insured Person's luggage or personal effects whilst contained in the vehicle which is subject to the Rental Agreement.

### **Duties of the insured person**

An Insured Person shall take all reasonable precautions for the safety and supervision of any insured luggage and personal effects. Leaving valuable items in sight in an unattended vehicle, or any items in a vehicle overnight, is not taking reasonable precautions (see also under the heading "Exclusions" below).

All loss of, or damage to, insured luggage or personal effects attributable to theft or vandalism must be reported to the local police or other appropriate authority as soon as possible after the discovery of the loss, and a written acknowledgement of the report from the local police or authority must be obtained (see Item 4 under the heading "General Conditions for PAI and PEB").

### **The amounts payable**

The maximum amount We will pay for any one item, set or pair of items belonging to an Insured Person is \$1,025.

The maximum amount We will pay any one Insured Person for cover under this Section during the period of a rental is \$2,025.

The maximum amount We will pay for all claims for all Insured Persons during the period of a rental is \$6,025.

### **Basis of settlement**

We may choose to replace, repair, or pay for the loss in cash, after making allowance for depreciation, and wear and tear.

### **Excess**

The Excess payable under this Section shall be \$25.

### **Exclusions**

In addition to the General Exclusions for PAI and PEB, We will not pay under this Section of the Policy for claims arising directly or indirectly out of:

74. Luggage or Personal Effects not contained in the vehicle that is subject to the Rental Agreement.
75. Electronic equipment, computers and the like not locked out of sight in the boot or glove box of the vehicle.
76. Luggage or personal effects left unattended in an unlocked vehicle.
77. Luggage or personal effects left overnight in any vehicle.
78. Loss of or damage to automobiles, motors, motorcycles, bicycles, boats, other conveyances or their equipment, letters of credit, money, travellers cheques, bank or currency notes, credit or charge cards, vouchers, bonds, coupons, stamps, negotiable instruments, deeds, manuscripts, securities of any kind, bullion, stamps, tickets, books of account for documents, household effects, sales samples, merchandise for sale or exhibition, theatrical property, physicians' or surgeons' instruments, artificial teeth or limbs, animals.
79. Loss of or damage to jewellery, precious stones, gold/silver, precious metal or furs.
80. Loss or damage to sporting equipment where due to the use thereof.
81. Breakage or damage to eye glasses, corneal lenses, glassware or other articles of a fragile nature unless caused by fire or theft or by the collision, derailment or overturning of the Avis Australia rental vehicle.
82. Loss or damage arising from wear and tear, deterioration, atmospheric or climatic conditions, mould or fungus, insects, rodents, vermin, or any process of cleaning, ironing, pressing, repairing, restoring or alteration.
83. Mechanical, electrical or hydraulic breakdown or derangement, loss of data or any consequential loss.

### **General exclusions for PAI and PEB**

This Policy does not apply to any Injury, Event, loss or damage arising directly or indirectly out of:

84. Failure to comply with the provisions of the Rental Agreement.
85. Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.

86. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
87. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
88. Any Terrorist Act.
89. Nuclear explosion including all effects thereof; or radioactive contamination caused by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste caused by the combustion and/or ongoing combustion of nuclear fuel; or the radioactive, toxic, explosive or other hazardous properties of any nuclear equipment or component thereof.
90. Riot or civil commotion.
91. Training for or participating as a professional in any sport.

### **General conditions for PAI and PEB**

92. **EFFECTIVE DATE OF INDIVIDUAL INSURANCE:** The Insurance of any Insured Person will become effective on the commencing date of the Rental Agreement.
93. **INDIVIDUAL TERMINATIONS:** The Insurance of any Insured Person will immediately terminate on the earliest of the following dates: (a) on the date the Rental Agreement ceases; or (b) on the premium due date if You fail to pay the required premium except as the result of inadvertent error.
94. **POLICY RENEWAL:** This Policy may be renewed with Our consent from term to term, by payment of the premium in advance at Our premium rate in force at the time of renewal.
95. **CLAIMS PROCEDURE:**
  - (i) Written Notice of Claim, proof of identity and, for PAI claims, supporting medical evidence in the form required by Us, must be given to Us within 30 days of the occurrence of any Event, loss or damage or as soon thereafter as is reasonably possible. Notice may be given at Our Office where the Policy was issued.
  - (ii) After We receive notice of a claim We will provide the Insured Person(s) with Our usual claim forms for completion. The claim forms must be properly completed and all evidence required by Us shall be furnished in a timely manner at the expense of the Insured Person and be in such form and of such nature as We may require.
  - (iii) For PAI claims, We may have the Insured Person medically examined at Our expense when and as often as We may reasonably require after a claim has been made, or arrange an autopsy unless this is illegal in the country in which the autopsy is to be performed.
  - (iv) Amounts payable under this Policy will be paid as soon as We have investigated and verified the information supplied and satisfied Ourselves that the claim falls within the Policy.
  - (v) For PEB claims, it is a condition of payment that all loss or damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the loss or damage, and a written acknowledgement of the report obtained.

### **96. Australian Law**

This Policy is governed by the Laws of the Australian State or Territory it was issued in and any dispute or action in connection therewith shall be conducted and determined in Australia.

### **97. Fraudulent Claims**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or the Insured Person or anyone acting on Your or the Insured Person's behalf to obtain any benefit under this Policy, then any amount payable in respect of such claim shall be forfeited.

### **98. Compliance**

An Insured Person must follow Our advice or instruction otherwise We may decline to pay part or all of the Insured Person's claim.

## 99. Subrogation

We have the right to commence or take over legal proceedings in Your and/or the Insured Person's name for the defence or settlement of any claim, or to sue or prosecute any other party to recover any monies payable by them at law. You and the Insured Person must co-operate with Us and do nothing to hinder Our rights.

## 100. Claim Offset

There is no cover under this Policy for any loss or event or liability which is covered under any other insurance policy payable by any other source. We will however pay the difference between what is payable under the other insurance policy or such other source and what You would be otherwise entitled to recover under this Policy, where permissible under Law.

## 101. Currency

All amounts are shown in Australian dollars.

## Avis Preferred Rental Terms And Conditions

### New Zealand

Updated April 2008

### General

102. (a) These terms and conditions form part of an agreement ("agreement") which comprises the Master Rental Agreement Enrolment Profile ("Master Rental Agreement") completed by the hirer ("hirer") for the purpose of enrolling into the Avis Preferred Renter Programme ("Renter Programme"), a return copy of the Enrolment Profile and each Rental Agreement ("Rental Agreement") completed by Avis in respect of a particular rental.
- (b) The agreement is between the person signing the Master Rental Agreement as the hirer and Avis Rent A Car Limited or an independent Avis Rent A Car System licensee ("Avis") and covers every rental of a motor vehicle by the hirer from Avis under the Renter Programme. The hirer understands that by signing the Master Rental Agreement, the hirer will be deemed to have accepted the terms and conditions of the agreement. In the event any term or condition of the agreement is prohibited by the law of a jurisdiction covering a rental, that term is in that jurisdiction, ineffective only to the extent of that prohibition.
- (c) The hirer will be presented with a completed Rental Agreement when hiring a vehicle under the Renter Programme. The hirer need not sign the Rental Agreement at the time of hiring but it is to be read together with and forms part of the agreement. The Rental Agreement sets out particulars of the hire which will be deemed to have been accepted by the hirer upon the hirer taking possession of the vehicle described in the Rental Agreement.
- (d) The hirer warrants that all the information on the Master Rental Agreement is true and up to date in all respects. The hirer acknowledges that Avis has been induced by, and has relied upon such information to enter into the agreement. The hirer further warrants that all information supplied to Avis in the future will be true and up to date in all respects at the time it is provided.
- (e) The hirer will notify Avis forthwith of any change in the information on the Master Rental Agreement, including, without limitation, any change of employer, business or residential address, any change in the status or conditions of the hirer's driving licence, or credit identification.
- (f) The hirer shall indemnify and hold Avis harmless in respect of any loss, liability or expense arising out of any failure to notify Avis of any such change or which results from non-disclosure by the hirer of any change in any of the information previously provided by the hirer to Avis.
- (g) Avis may from time to time change the locations where Renter Programme rentals are available without notice to the hirer. The hirer may request the locations where Renter Programme rentals are available from the reservation agent at the time of reserving a vehicle under the Rental Programme.
- (h) When hiring a vehicle from a location not offering Renter Programme rentals, the hirer acknowledges that he or she will be required to follow standard Avis rental procedures. 1.9 Avis may change these terms from time to time by notice in writing to the hirer. Any such changes will apply to rentals by the hirer after such notice has been given. 1.10 Avis may, in its sole discretion, terminate the Renter Programme or the participation of the hirer in the Renter Programme at any time by written notice to the hirer. 1.11 Any notice sent by Avis to the hirer will be presumed to be received by the hirer three days after it has been mailed to the address of the hirer on the enrolment form or such other address provided by the hirer after returning the enrolment form to Avis.

### Vehicle Description

103. Avis Rent A Car Limited (the "owner") will let and the hirer will take on hire the vehicle described in each Rental Agreement (the "vehicle").

### Duration Of Hire

- (a) The term of hire shall commence at the time on the day and shall cease at the time on the day specified in the Rental Agreement.

### **Persons Who May Drive Vehicle**

104. The vehicle may be driven during the period of hire only by the persons named in the Rental Agreement or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle.

### **Payments By Hirer**

105. The hirer shall pay Avis as payment for the hire of the vehicle for the period specified in clause 2 above, the amounts specified in the Rental Agreement.
106. In addition to the payment specified in clause 4 above, the hirer shall pay Avis the sum specified in the Rental Agreement for any insurance cover accepted by the hirer. The hirer is aged under 25 years may incur a surcharge.
107. In addition to the payment specified in clause 4 above, the hirer shall pay Avis on termination of the hiring a distance charge at the rate specified in the Rental Agreement for every kilometre run.
108. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

### **Hirer's Obligations**

109. The hirer shall ensure that:
- (i) The water in the radiator and battery of the vehicle is maintained at the proper level;
  - (ii) The oil in the vehicle is maintained at the proper level;
  - (iii) The tyres are maintained at their proper pressure.
110. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

### **Insurance**

The following Clause 10 shall apply only if the hirer accepts Motor Vehicle Insurance on the Master Rental Agreement or Rental Agreement.

111. Subject to the exclusions set out below, the hirer, and any driver authorised to drive the vehicle, ("Authorised driver") is fully indemnified in respect of any liability he or she might have to Avis in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of Avis, including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the hirer, and any authorised driver, is indemnified for up to \$5,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person arising out of use of the vehicle. The hirer is responsible for any excess fee shown on the rental agreement.

### **Exclusions**

The indemnities referred to above shall not apply where the damage, injury, or loss arises when;

- (i) The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle.
- (ii) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
- (iii) The vehicle is operated in any race, speed test, rally, or contest, or operated on any race or rally circuit.
- (iv) The hirer is not a body corporate or department of State and the vehicle is driven by any person not named in the Rental Agreement or in a supplementary driver's sheet attached to the Rental Agreement as a person authorised to drive the vehicle.
- (v) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.

- (vi) The vehicle is willfully or recklessly damaged by the hirer or any other person named in the Rental Agreement as a person authorised to drive the vehicle or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behaviour of the hirer or any such person.
- (vii) The vehicle operated on any of the following roads: Tasman Valley Road (Mt Cook); Skippers Road (Queenstown); or Ninety Mile Beach (Northland); or any unformed roads, including beaches.
- (viii) The vehicle is operated outside the term of the hire or any agreed extension of that term. It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

### **Summary of Optional Coverages**

In addition to the insurance cover set out above, the hirer may also choose the Personal Accident Insurance (PAI) and/or Personal Effects and Baggage Insurance (PEB) and/or Excess Reduction (ER) options by so indicating on the Master Rental Agreement. PAI and PEB insurance is offered on behalf of the current policy underwriter, and Avis acts only as their agent in arranging this insurance. The hirer acknowledges that the underwriter of, and/or the terms of, and/or the charges payable for PAI, PEB or ER may change without notice to the hirer; or the availability of the PAI, PEB or ER options may be cancelled without notice to the hirer. Please confirm at the time of reservation your Optional Coverage requirement if you are traveling overseas, and at the time of rental if traveling in New Zealand. The insurance terms and conditions covered in this text relate to insurances that apply to New Zealand only. It is the obligation of the hirer to confirm the terms and conditions of insurances that relate to rentals outside of New Zealand.

### **Personal Accident Insurance**

If the hirer wishes to purchase PAI, a copy of the current insurance policy is available for inspection at the Avis location. The hirer acknowledges that the following is only a brief summary of the principal terms of PAI applicable at the date of the Master Rental Agreement:

PAI insurance is only available to those between the ages of 21 and 70. The policy provides you (the renter or the authorised driver) with the following cover, subject to the policy underwriter's terms and conditions:

- A lump sum payment in the event of accidental death
- A lump sum payment in the event of the loss of one or more limbs or eyes
- A weekly compensation payment in the event of disablement, for a period not exceeding 52 weeks from the time of the event
- Reimbursement of medical expenses (Certain exclusions may apply. Details of these can be obtained from any Avis location.)

### **Personal Effects & Baggage Insurance**

If the hirer wishes to purchase PEB, a copy of the current insurance policy is available for inspection at the Avis location. The hirer acknowledges that the following is only a brief summary of the principal terms of PEB applicable at the date of the Master Rental Agreement:

PEB provides you (the renter or the authorised driver) and certain occupants of the vehicle traveling with you with the following cover, subject to the policy underwriter's terms and conditions: The cost to repair or replace an item of baggage or personal effects in the event of accidental loss or damage to that item (Certain exclusions may apply. Details of these can be obtained from any Avis location.)

### **Excess Reduction (ER)**

Under ER the hirer is indemnified in respect of the excess up to NZ\$1,900 (plus Goods and Services Tax) which would otherwise be payable by the hirer in the event that loss or damage is sustained to the vehicle or its accessories or spare parts, or in respect of any liability the hirer may have for damage to any property. The amount of that excess and the daily rate payable in respect of ER is dependent upon the age of the hirer, the type of vehicle hired, and the location of hire. Full details of the current excess and rates payable for ER are available from the owner at the address specified in the Master Rental Agreement. Avis may change and/or cancel the availability of ER at any time without notice.

### **Rejection Of Insurance**

112. Refer to the Master Rental Agreement.

### **Avis' Obligations**

113. Avis shall supply the vehicle in a safe and roadworthy condition.

114. Avis shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that those costs are payable by the hirer.

Note: By virtue of clause 7 above, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

### **Mechanical Repairs And Accidents**

115. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise Avis of the full circumstances by telephone as soon as practicable.

116. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner (this includes purchasing a replacement tyre) except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

117. The hirer shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.

### **Use Of Vehicle**

118. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for the hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.

119. The hirer shall not:

- (a) Sublet or hire the vehicle to any other person;
  - (b) Permit the vehicle to be operated outside his or her authority;
  - (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
  - (d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest
  - (e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
  - (f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws relating to road traffic;
  - (g) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
  - (h) Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle, the hirer or other person is not the holder of a current driver's license appropriate for the vehicle;
  - (i) Transport any animal in vehicle (with the exception of Guide Dogs for visually impaired people).
- Return of Vehicle

120. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the location described in the relevant Rental Agreement, or obtain Avis' consent to the continuation of hire.

### **Immediate Return Of Vehicle Where Default Or Damage**

121. Avis shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Master Rental Agreement or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Master Rental Agreement or otherwise.

### **Privacy**

122. Avis shall hold information from the hirer for the purposes of the hirer's rental activity with Avis and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services of Avis. Avis may use the information for any of these purposes. The hirer is entitled to request access to and correction of these details at any time by contacting Avis. GPS

123. The hirer acknowledges that he or she shall be liable for:

- (i) (a) Damages to or loss of, including stolen, to the GPS unit. The charge is \$495.00 + GST per unit.
- (ii) (b) A handling and freight fee where any GPS accessory is damaged or not returned with the GPS unit. The charge is \$30.00 + GST per rental.

### **NOTE TO HIRER:**

Avis must give you at least one copy of the Rental Agreement:

A copy of the Rental Agreement must be kept in the vehicle throughout the term of the hire and produced on demand by any police officer, traffic officer, or other authorised employee of the Ministry of Transport.