## LOSS DAMAGE WAIVER

## Better than Insurance:

Even for renters with insurance, the Loss Damage Waiver (LDW) may be a wise choice. When renting a vehicle, you are generally responsible for all loss of and damage to the rented vehicle, regardless of fault, subject to all applicable state and local laws.

## LDW is not insurance. It is a waiver by Avis of all or part of your financial responsibilities for:

- · All loss of and damage to the rented vehicle which could be as high as its full replacement value, if the vehicle is "totaled";
- · Loss of use revenue lost to Avis due to the inability to rent the vehicle while being repaired; and
- · Administrative expenses relating to the vehicle.

You can avoid or limit this responsibility by purchasing LDW where available at participating locations, subject to all applicable state and local laws.

Simply stated, when you purchase LDW, Avis will pick up the tab for these costs. Your own insurance company won't even have to be contacted. Your ability to purchase LDW is, however, subject to all applicable state and local laws. All LDW availability and terms vary by state. For terms that apply to your rental, check the front page notice and paragraphs 7, 8 and 9 of your Rental Agreement. Additional information may also be contained in brochures, notices or on signs at the rental counter.

Texas law requires us to make certain disclosures to renters in connection with this offer or the sale of a rental car damage waiver. Due to recent changes in this law, your personal automobile policy may or may not provide coverage for your legal liability in connection with the loss of or damage to a rental vehicle or may otherwise exclude or restrict such coverages.



## PERSONAL ACCIDENT INSURANCE

## What is it?

PAI-Plus offers additional insurance coverage over basic PAI, which continues to be available. PAI-Plus is a separate insurance policy issued by ACE American Insurance Company. It is designed to meet the insurance needs of renters and their passengers who are traveling far from home or in a foreign country. The coverage period will not exceed a 30-day consecutive period.

## Personal Coverage

PAI-Plus provides the renter with \$250,000 of accidental death insurance, a maximum of \$2,500 (\$10,000 in WA) of medical coverage for injuries due to a covered accident and a maximum of \$250 for ambulance expenses. What's more, the renter is fully covered whether in or out of the vehicle if a mishap should occur.

## Additional Coverages

PAI-Plus also covers the renter's passengers during the time they are riding in the vehicle with the renter or authorized additional driver whose name appears on the Rental Agreement (for coverage to apply, they must be riding in the enclosed portion of the rental vehicle). It provides them with \$125.000 of accidental death insurance and a maximum of \$2,500 (\$10,000 in WA) of medical coverage and a maximum of \$250 for ambulance expenses, for injuries sustained in a covered accident involving the Avis rental vehicle. Accidental death up to \$250,000(renter) and \$50,000(passenger) for vehicles with a capacity of greater than 8 occupants to up to 15 occupants.

PAI-Plus is not available in NY.

## Applies to both PAI and PAI-Plus:

## **EXCLUSIONS**

The plans do not provide coverage for injuries or death resulting from (1) being under the influence of drugs or intoxicants unless taken under the advice of a doctor, (2) intentionally self-inflicted injury, suicide or attempted suicide, (3) commission of, or attempt to commit a felony, an assault or other llegal activity, (4) piloting or serving as a crew member or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or chartered airline, (5) injury sustained while participating in a prearranged or organized race or testing of a vehicle, (6) pre-existing conditions, (7) sickness, disease, pacterial infection, except for any phylogenic or bacterial infections resulting from accidental ingestion of contaminated food or, (8) accidents while the renter is driving or riding in any vehicle being used as a taxi, bus, or other public vehicle. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## Applies only to renters in New York:

(1) An accident that occurs while under the influence of alcohol or narcotics, unless prescribed by a physician, (2) suicide, attempted suicide or intentionally self-inflicted injury, (3) committing or attempting to commit a felony, (4) aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline, (5) engagement in an illegal occupation, (6) extra

## What is It?

Personal Accident Insurance (PAI) is an optional insurance that can give the renter peace of mind when on the road. PAI is a separate insurance policy issued by ACE American Insurance Company and is made available to our customers when renting. The renter may purchase it for an additional charge stipulated on the Avis rental agreement. The coverage period will not exceed a 30-day consecutive period.

PERSONAL ACCIDENT INSURANCE

## Personal Coverage

PAI provides the renter with \$175,000 of accidental death insurance, a maximum of \$2,500 (\$3,500 in NY and WA\*) of medical coverage for injuries due to a covered accident and a maximum of \$250 for ambulance expenses. What's more, the

renter is fully covered whether in or out of the vehicle if a mishap should

## Additional Coverages

PAI also covers the renter's passengers during the time they are riding in the vehicle with the renter or authorized additional driver whose name appears on the Rental Agreement (for coverage to apply, they must be riding in the enclosed portion of the rental vehicle). It provides them with \$17,500 of accidental death insurance and a maximum of \$2,500 (\$3,500 in NY and WA\*) of medical coverage and a maximum of \$250 for ambulance expenses, (\$150 in NY & WA) for injuries sustained in a covered accident involving the Avis rental vehicle.

\*There is an aggregate limit of liability of \$225,000 per accident in NY and WA.

hazardous activities such as participation as a professional in athletics or sports or (7) war or act of war (whether declared or undeclared).

## Applies only to renters in Washington:

 $(1) \ Suicide, attempted \ suicide \ or \ intentionally \ self-inflicted \ injury, (2) \ committing \ or \ attempting \ to$ commit a felony, (3) aircraft travel, (4) engagement in an illegal occupation,

## **COVERAGES FROM OTHER SOURCES**

This insurance may provide a duplication of coverages already furnished by a personal insurance policy or some other source of coverage. Benefits available under PAI and PAI-Plus will be paid in addition to those received from any other source. However, medical benefits will be paid in excess of any mandatory automobile No Fault benefits.

## STATE LICENSE INFORMATION

California - California Rental Car Agent's License # OD21149. California Department of Insurance toll-free consumer hotline number is 1-800-927-4357.

Kentucky — The insurer listed below is authorized to transact business in the State of Kentucky.

New York — The renter may cancel the insurance at any time and any unearned premium will be refunded in accordance with applicable law.

South Carolina - Dispute Resolution Notice: Disputes involving insurance must be handled first with the rental car company and the insurers. If the dispute cannot be resolved, the renter may contact the South Carolina DOI Consumer Affairs Division at 1-800-768-3467. For all others, call 1-803-737-6160.

Washington - Department of Insurance Hotline in WA is 1-800-562-6900.

For more information and reservations, contact your travel consultant, visit avis.com or call Avis toll-free at 1-800-331-1212.

# AVIS PROTECTIVE COVERAGES

This brochure is a summary only of PAI, PAI-Plus, PEP, ESP and ALI. The specific terms, conditions and exclusions Insurance Company, one of the U.S.-based subsidiaries of ACE Limited (NYSE: ACE). "ACE" and the ACE logo are service marks of the ACE Group, which is comprised of ACE Limited and its subsidiaries.

This brochure is not intended to provide a complete description of each policy's terms, conditions and exclusions. For additional details, we invite you to examine a copy of each policy, which is available for your inspection upon request at the Avis location at which you are renting. These policies automatically conform to the provisions and/or requirements of any state law.

Customer may cancel the insurance at any time and any unused premium will be refunded in accordance with applicable law.

THE PURCHASES OF PAI, PAI-PLUS, PEP, ESP OR ALI ARE NOT REQUIRED IN ORDER TO RENT AN AVIS VEHICLE.

Avis employees, agents or endorsees are not qualified to evaluate the adequacy of the renter's existing coverages. Underwritten by ACE American Insurance Company.

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## **PROTECTIVE** COVERAGES

COVERAGE COMES WITH PEACE OF MIND.



ESP

## **EMERGENCY SICKNESS PROTECTION**

## What is it?

ESP is available only to Canadian renters and renters who possess a valid non-U.S. passport at the time of rental. It provides certain medical benefits for some sicknesses that occur during rental periods of thirty days or less. ESP also covers individuals traveling with the renter if they are Canadian or if they possess a valid non-U.S. passport at the time of rental. In the event of a claim by a person other than the renter, written proof (such as travel itineraries prepared by a travel agent) must be provided to document that the person was a member of the renter's traveling party.

## What's Covered?

ESP provides a total maximum of \$10,000 for all medical expense benefits\* for a covered sickness, including:

- · medical or surgical treatment;
- hospital services, supplies, X-ray and laboratory fees;
- · local ambulance:
- · visits to a physician's office; and
- · dental expenses including dental X-rays.

## Exclusions

All exclusions, terms and conditions are stated in the policy. The following highlights some of the exclusions that would preclude coverage:  $\frac{1}{2} \left( \frac{1}{2} - \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} - \frac{1}{2} - \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} - \frac{1}{2} - \frac{1}{2} - \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} - \frac{1}$ 

- Sickness where the Insured's Trip to the host country is undertaken for treatment or advice for such Sickness, except as provided in the Policy.
- Pre-Existing Conditions.
- treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, detached retina, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy), whether or not caused by a Sickness.
- $\bullet \quad \text{pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.}\\$
- cosmetic surgery, except for reconstructive surgery needed as the result of a Sickness.
- any treatment, services or supplies received by the Insured that are incurred or received while he
  or she is in his or her Home Country.
- · routine dental care and treatment.
- accidental Injury. Injury means accidental bodily harm sustained by an Injury that results directly
  and independently from all other causes from an accident.
- sexually transmitted diseases or immune deficiency disorders and related conditions. This
  exclusion does not apply to the care or treatments of Acquired Immune Deficiency Syndrome
  (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) infection, or
  any illness or disease arising from these medical conditions.
- expenses for eyeglasses, contact lenses or hearing aids.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. We will pay benefits up to the Maximum Amount shown in the Schedule of Benefits if an Insured, as the result of a Medical Emergency requires roadside assistance. We will pay up to the maximum amount shown in the Schedule of Benefits for the Covered Expenses incurred for the return of an Insured's unattended Rental Vehicle to the rental agency if he or she suffers a Medical Emergency and dies, requires a Medically Necessary Emergency Medical Evacuation or Repatriation of remains, while traveling outside of his or her Home Country. Covered Expenses includes 1) fuel & oil for the vehicle; 2) driver wages; and 3) tolls en route. Benefits will not be payable for: 1) any repair due to mechanical breakdown of the vehicle en route, or 2) the costs for food or accommodation during the trip. This benefit is payable to an Insured only once per Rental Period.

## ADDITIONAL LIABILITY INSURANCE

## What is it?

ALI

Avis has Additional Liability Insurance (ALI) available at participating U.S. locations. ALI is a special optional service offered by Avis when you rent an Avis car. It's an "Excess Automobile Liability Insurance Policy" that provides additional liability insurance, within specified limits, above the limits provided in the Avis Rental Agreement. ALI insures you, and any authorized driver as defined in the Avis Rental Agreement, against claims made by third parties against you, the customer, for bodily injury/death and property damage caused by the use or operation of an Avis rental vehicle as permitted in the Avis Rental Agreement. ALI is a separate insurance policy issued to Avis by ACE American Insurance Company. It is made available to you as the customer when renting an Avis vehicle if you elect to accept ALI for an additional daily charge as shown on the Avis Rental Agreement.

## What are the coverage limits provided by ALI?

The ALI coverage limits equal the difference between the ALI maximum \$2,000,000 combined single limit (or \$1,000,000 combined single limit in the following jurisdictions: Alabama, Alaska, Georgia, North Carolina, North Dakota, South Dakota, and Washington) and the liability protection limits provided under the Avis Rental Agreement. Note, in all states we only offer \$1,000,000 combined single limit on 10,12, and 15 passenger vans.

## When and where does ALI coverage apply?

You and authorized operators are covered while driving your Avis rental vehicle within the United States and Canada, but only if the vehicle is rented and returned in the United States. Coverage does not apply in Mexico.

## How does ALI affect the application of your automobile or umbrella insurance policy?

Your personal insurance policy providing coverage on an owned automobile, or other personal policy, may provide additional coverage, and to that extent, ALI may provide a duplication of coverage. Whether, at what point, and to what extent your own policies apply can only be determined by checking the terms of the policies themselves as these terms frequently vary. However, the protection afforded by ALI (if ALI is accepted), like the Avis Rental Agreement limits of protection, is primary to your own policies. This means that before your own policies would apply to pay a claim, the \$2,000,000 protection (or \$1,000,000 protection in the following jurisdictions: Alabama, Alaska, Georgia, North Carolina, North Dakota, South Dakota, and Washington) afforded by the combination ALI and the Avis Rental Agreement limits would have to be exhausted.

## What exclusions apply to ALI?

All exclusions, terms and conditions are stated in the policy; it is important that you read the policy carefully. The following highlights some of the exclusions that would preclude coverage.

- If you or authorized operators use, or permit the use of, your Avis rental vehicle in a manner that violates the Avis Rental Agreement.
- · If you obtain your Avis rental vehicle by fraud or misrepresentation.
- To the extent permitted by law, bodily injury or property damage to any Insured or authorized drivers or any person who is related to any Insured by blood, marriage or adoption and residing in the same household.
- "Uninsured Motorist" and "Underinsured Motorist" are not provided by the policy except in states where mandated by law up to maximum amount of \$100,000 or in such other amount as mandated by state law.
- "No Fault" and other supplemental or optional coverages are not provided by the policy.
- · Punitive or exemplary damages to the extent permitted by law.

## Are there any restrictions on the purchase of ALI?

In Florida, ALI may not be purchased where the Avis Rental Agreement is for more than 30 days, coverage may not be provided for more than 30 consecutive days, and if the Avis Rental Agreement is extended beyond 30 days, the coverage may be extended for one time only, for a period not to exceed 30 days. In New York, ALI may not be purchased where the rental period exceeds 30 consecutive days.



## How to obtain PAI, PAI-Plus, PEP, ESP, ALI

To accept protection under any of the optional insurance products described in this brochure, you must pay the additional daily charge as shown on the Rental Agreement for each full or partial rental day by initialing your acceptance of the protection on your Avis Rental Agreement.

## Period of Coverage

Coverage begins on the later of (1) the date the renter signs the Rental Agreement and pays the required premium or (2) the time the renter picks up the car. Coverage terminates on the earlier of (1) the date the rental period ends or (2) the date the renter violates the Rental Agreement or converts the rental vehicle. The renter shall be deemed to have converted

## PERSONAL EFFECTS PROTECTION

## What is it?

PEP

Avis offers its rental customers insurance protection for their personal belongings while away from home. The belongings with which the renter and any passengers riding with the renter and/or authorized additional driver whose name appears on the Rental Agreement will be insured under the Avis Personal Effects Protection (PEP) Program issued by ACE American Insurance Company. A copy of this policy is available at the Avis location where you rent your car. Coverage is in effect during the entire rental period of your vehicle. However, the maximum coverage period is 30 consecutive days.

## What's Covered?

Throughout the rental period, the policy insures against risks of loss or damage to the insured personal effects of the renter or any member of the renter's traveling party riding in the vehicle or an authorized additional driver whose name appears on the Rental Agreement subject to the limits and exclusions described in the policy and in this brochure.

## What are the limits of coverage?

The maximum coverage for each covered individual during the rental period is \$600. The maximum coverage for all individuals in the rental vehicle during the rental period is \$1,800.

## Whose possessions are covered?

- 1. The person signing the Avis Rental Agreement (the renter).
- 2. Members of the renter's party riding in the vehicle or an authorized additional driver whose name appears on the Rental Agreement.

the rental vehicle whenever the rental vehicle is not returned to the rental agency by the scheduled return date or extended return date. The customer may cancel the insurance at any time and the unearned premium will be returned in accordance with applicable law.

## How to report a claim

In the event of a covered incident that could result in a claim, you must complete an accident report and deliver it to the Avis rental location. In order to make a claim or give notice of a claim, send written notice to:

## What's not Covered?

Personal effects covered under this policy do not include automobiles, automobile robes, automobile equipment, motorcycles, boats, motors or other conveyances or their appurtenances, household furniture, currency, coins, deeds, bullion, stamps, tickets, securities, documents, contact lenses, artificial teeth and limbs, perishables, or animals. The policy also does not cover loss or damage caused by wear and tear, atmospheric or climatic conditions or gradual deterioration or defective materials or craftsmanship, inherent vice, or any process of cleaning, restoring, repairing or alteration, property while in the care, custody or control of any common carrier, or loss or damage due to unexplained or mysterious disappearance. Theft is covered only if reported to the police or Avis within 24 hours of discovery. This coverage shall not be effective during any period while the insured is in violation of the Rental Agreement.

## What if I have other coverages?

Personal Effects Protection may provide duplication of coverage already furnished by a personal insurance policy such as Homeowners or Tenant's policy or some other source. Benefits under PEP will be paid in addition to those received from any other source.

## Exclusions

- Caused by: (1) Wear and tear; (2) Gradual deterioration; (3) Moths, vermin, inherent vice; or (4)
   Damage sustained due to any process or while actually being worked on and resulting therefrom.
- Caused by or resulting from: (1) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by: Any government or foreign power (de jure or de facto); Any authority maintaining or using military, naval or air forces; Military, naval or air forces; Military, naval or air forces; Oz Any war weapon employing atomic fission or radioactive power. Authority or forces; (2) Any war weapon employing atomic fission or radioactive force whether in time of peace or war; (3) Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; (4) Seizure or destruction under quarantine or custom regulations; (5) Confiscation by order by any government or public authority; or (6) Risks of contraband or illegal transportation or trade;
- By nuclear reaction or nuclear radiation or radioactive contamination, all whether: (1) Controlled or uncontrolled; or (2) Such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against by this coverage part;
   To property while in the care, custody or contract of a common carrier;
- Due to unexplained or mysterious disappearance; or
- · Due to theft unless reported to police or competent authority.
- · Due to unexplained or mysterious disappearance; or
- · Due to theft unless reported to police or competent authority.

## For PAI, PAI-Plus, PEP and ESP:

Health Special Risk
HSR Plaza
4001 N. Josey Lane
Carrolton, TX 75007
Attn: Claims Department
1-800-328-1114, Option 1

## For ALI:

Avis Rent A Car System, LLC. Attn: Claims 300 Centre Point Drive Virginia Beach, VA 23462 1-866-446-8376



<sup>\*</sup> Maximum for dental treatment (sickness only) \$2,500. There is a \$100 deductible per covered sickness