LDW PAI-Plus

#### **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 insurance coverage underwritten by Zurich American Insurance Company. It is designed to meet the insurance needs of renters and their passengers who are traveling far from home or outside of their home country. Coverage is for the term of the rental agreement and will not exceed a 30-day consecutive period.

#### **Personal Coverage**

PAI-Plus provides the renter with \$250,000 (\$50,000 in NH) of accidental death and dismemberment insurance, a maximum of \$15,000 of medical coverage for injuries due to a covered accident and \$500\* a day up to 30 days in the event a covered accident results in hospital confinement. 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 passenger traveling companions who are accompanying the renter during the period of the rental agreement. It provides them with \$125,000 (\$250,000 in CT, IN, KS, MO, MT, NY VT, VA, WA; \$50,000 in NH) of accidental death and dismemberment insurance and a maximum of \$15,000 of accident medical coverage and \$500\* per day up to 30 days in the event a covered accident results in hospital confinement. For renters in CT, IN, KS, MO, MT, NY, VT, VA, and WA, PAI-Plus also includes a Trip Interruption Benefit. It provides up to \$250 (\$500 in NY) for unused travel arrangement expenses, including pre-paid car rental fees, in the event the rental period is interrupted due to sickness, injury, or death of the renter, a traveling companion, or a family member. Terms and benefit details vary by state.

\*Hospital Accident benefit not available in NY.

#### PERSONAL ACCIDENT INSURANCE

#### 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 insurance coverage underwritten by Zurich 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. Coverage is for the term of the rental agreement and will not exceed a 30-day consecutive period.

#### **Personal Coverage**

PAI provides the renter with \$175,000 (\$200,000 in NY; \$50,000 in NH) of accidental death and dismemberment insurance, a maximum of \$10,000 of medical coverage for injuries due to a covered accident and \$500\* per day for up to 30 days for hospitalization due to a covered accident. What's more, the renter is fully covered whether in or out of the vehicle if a mishap should occur.

#### **Additional Coverages**

PAI also covers the renter's passenger traveling companions who are accompanying the renter during the period of the rental agreement. It provides them with \$25,000 (\$200,000 in NY; \$175,000 in CT, IN, KS, MO, MT, VT, VA, WA; \$50,000 in NH) of accidental death and dismemberment insurance and a maximum of \$10,000 of accident medical coverage and \$500\* per day up to 30 days for hospitalization due to a covered accident. For renters in CT, IN, KS, MO, MT, NY, VT, VA, and WA, PAI also includes a Trip Interruption Benefit. It provides up to \$250 (\$500 in NY) for unused travel arrangement expenses, including pre-paid car rental fees, in the event the rental period is interrupted due to sickness, injury, or death of the renter, a traveling companion, or a family member. Terms and benefit details vary by state

\*Hospital Accident benefit not available in NY.

### **Applies to both PAI and PAI-Plus:**

#### **EXCLUSIONS**

The plans do not provide coverage for loss due to suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane; mental, nervous, or psychological disorders; being under the influence of drugs or intoxicants, unless prescribed by a Physician; Normal Pregnancy, resulting childbirth and elective abortion; participation as a professional in athletics, participation in organized amateur or interscholastic athletic or sports competition or related practice events; riding or driving in any motor competition; off-road driving, whether as a driver or as a passenger; declared or undeclared war, or any act of war; civil disorder; service in the armed forces of any country; nuclear reaction, radiation, or radioactive contamination; operating or learning to operate any aircraft, as pilot or crew; certain extra-hazardous activities; the Insured's commission of or attempt to commit a felony; elective medical or holistic treatment or procedures; a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when the Policy is not in effect for the Insured; a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date

of the applicable coverage under the Policy; sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment; detention, confiscation or destruction by customs; a Covered Trip undertaken for the purpose or intent of securing medical treatment; Pre-Existing Conditions; sickness of any kind.

Exclusions vary by state. Please see the Certificate of Insurance (or Policy in certain states) for complete plan details, limitations, and exclusions. 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.

#### **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. AD&D and Hospital benefits available under PAI and PAI-Plus will be paid in addition to those received from any other source; Medical benefits are primary and based on actual medical expenses. However, losses covered under any Worker's Compensation, disability benefit or similar law are excluded from coverage.

#### **STATE LICENSE INFORMATION**

**California** — California Rental Car Agent's License # 0D21149. 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**

This brochure is a summary only of PAI, PAI-Plus, PEP, ESP and ALI and does not revise or amend the applicable policies. The specific terms, conditions and exclusions thereof are subject to all provisions, limitations and exclusions contained in each policy issued.

PAI, PAI-Plus, PEP and ESP are underwritten by Zurich American Insurance Company, 1299 Zurich Way, Schaumburg, IL 60196, 1-800-987-3373. Specific terms, conditions and exclusions may be different where required by state law. Details are available in the Certificate of Insurance (or Policy in certain states) on file with Avis.

ALI Coverage is underwritten by ACE American Insurance Company, a Chubb company. Chubb is the marketing name used to refer to subsidiaries of Chubb Limitted providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Chubb, 202 Hall's Mill Road, Whitehouse Station, NJ 08889-1600.

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.

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# PROTECTIVE COVERAGES

Coverage comes with peace of mind.

**AVIS** 



ESP ALI PEP

#### **EMERGENCY SICKNESS PROTECTION**

#### What is it?

ESP is available only to non-US resident renters. It provides certain medical benefits for some sicknesses that occur during rental periods of thirty days or less. ESP also covers the renter's non-US resident passenger traveling companion accompanying them during the Rental Period. 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\* (\$15,000\* in KS, MO, WA) for Physician-ordered medical services 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.

For renters in CT, IN, KS, MO, MT, NY, VT, VA, and WA, ESP also includes a Trip Interruption Benefit. It provides up to \$250 for unused travel arrangement expenses, including pre-paid car rental fees, in the event the rental period is interrupted due to sickness, injury, or death of the renter, a traveling companion, or a family member. Terms and benefit details vary by state.

#### **Exclusions**

The plan does not provide coverage for loss due to suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane; mental, nervous, or psychological disorders; being under the influence of drugs or intoxicants, unless prescribed by a Physician; Normal Pregnancy, resulting childbirth and elective abortion; participation as a professional in athletics, participation in organized amateur or interscholastic athletic or sports competition or related practice events; riding or driving in any motor competition; off-road driving, whether as a driver or as a passenger; declared or undeclared war, or any act of war; civil disorder; service in the armed forces of any country; nuclear reaction, radiation, or radioactive contamination; operating or learning to operate any aircraft, as pilot or crew; certain extra-hazardous activities; the Insured's commission of or attempt to commit a felony; elective medical or holistic treatment or procedures; a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when the Policy is not in effect for the Insured; a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under the Policy; sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment; detention, confiscation or destruction by customs; a Covered Trip undertaken for the purpose or intent of securing medical treatment; Pre-Existing Conditions; any amount paid or payable under any Worker's Compensation, disability benefit or similar law.

Exclusions vary by state. Please see the Certificate of Insurance (or Policy in certain states) for complete plan details, limitations, and exclusions. 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.

#### ADDITIONAL LIABILITY INSURANCE

#### What is it?

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 \$1,000,000 combined single limit (or \$2,000,000 combined single limit in the following jurisdictions: California, Florida, Hawaii and New York) 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 yans.

#### 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.

#### 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.

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

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 \$1,000,000 protection (or \$2,000,000 protection in the following jurisdictions: California, Florida, Hawaii and New York) afforded by the combination ALI and the Avis rental agreement limits would have to be exhausted. Note, in all states we only offer \$1,000,000 combined single limit on 10,12, and 15 passenger vans.

#### 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.

#### Period of Coverage (continued)

The renter shall be deemed to have converted 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:

#### PERSONAL EFFECTS PROTECTION

#### What is it?

Avis offers its rental customers insurance protection for their personal belongings while away from home. The belongings with which the renter and passengers riding with the renter and/or authorized additional driver whose name appears on the rental agreement will be covered under the Avis Personal Effects Protection (PEP) plan underwritten by Zurich 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 item during the rental period is \$1,000. The maximum coverage for all items in the rental vehicle during the rental period is \$3,000 (\$2,000 in NY).

#### Whose possessions are covered?

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



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

Health Special Risk Inc. 8400 Belleview Drive, Suite 150 Plano, TX 750240 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



#### What's not Covered?

Personal effects covered under this policy do not include: Animals; property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles; jewelry; sporting equipment if the loss results from the use thereof; boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances; artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; documents or tickets, except for administrative fees required to reissue tickets up to \$250 per ticket; money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards; property shipped as freight or shipped prior to the end of the Covered Trip; contraband

The policy also does not cover loss or damage caused by defective materials or craftmanship; normal wear and tear, gradual deterioration, inherent vice; rodents, animals, insects or vermin; electrical current, including electric arcing that damages or destroys electrical devices or appliances; mysterious disappearance; confiscation by airport personnel; loss or damage caused by detention, confiscation or destruction by customs. Loss, theft, or damage must be immediately reported to an Avis official, hotel manager, local police, or other local authority and reasonable steps must be taken to protect personal effects from further damage. This coverage shall not be effective during any period while he 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 are payable regardless of other coverage.

#### Additional coverage

For renters in CT, IN, KS, MO, MT, NY, VT, VA, and WA, PAI-Plus also includes a Trip Interruption Benefit. It provides up to \$250 for unused travel arrangement expenses, including pre-paid car rental fees, in the event the rental period is interrupted due to sickness, injury, or death of the renter, a traveling companion, or a family member. Terms and benefit details vary by state.

#### Exclusions

In addition to items and causes listed above, we will not pay for loss due to:

- Suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane;
- Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- Riding or driving in any motor competition;
- Off-road driving, whether as a driver or as a passenger;
- Declared or undeclared war, or any act of war;
- Civil disorder;
- Service in the armed forces of any country;
- Nuclear reaction, radiation or radioactive contamination;
- The Insured's commission of or attempt to commit a felony.

Exclusions vary by state. Please see the Certificate of Insurance (or Policy in certain states) for complete plan details, limitations, and exclusions.

<sup>\*</sup> There is a \$100 deductible per covered sickness.