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Terms and Conditions of Rental

TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

Effective December 2008

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 1800 252 321 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 10.2 (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.

INTERPRETING YOUR RENTAL AGREEMENT

1 The Rental Agreement ("**Rental Agreement**") between Avis and You is made on the date shown on the Rental Document You have signed in respect of the Vehicle ("**Rental Document**"), and is made up of that Rental Document and these Terms and Conditions. In these Terms and Conditions:

"**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;

"**Rental Period**" means the period commencing on the date shown on the Rental Document 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 the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, accessories and contents supplied by Avis;

"**You**" or "**Your**" refers to the person(s) with whom the Rental 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.

DRIVER

2 You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) 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 a provisional licence).

WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

- 3.1 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.
- 3.2 You and any Authorised Driver must **not**, unless authorised in writing by Avis, drive or take the Vehicle:
 - (a) to Kangaroo Island, Bruny Island or Fraser Island;
 - (b) into or out of the Northern Territory, Tasmania or to any points in Western Australia north of Carnarvon, Magnetic Island, Groote Eylandt, Gove Peninsula and Tiwi Islands;
 - (c) in Queensland:
 - (1) Highway No.27: Beyond Chillagoe in a Westerly direction;
 - (2) Highway No.1: Beyond Normanton in a Southerly direction and no further North than Karumba;
 - (3) 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;
 - (4) On the coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the vehicle is a Group W, 4WD;
 - (d) 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
 - (e) on beaches or through streams, dams, rivers or flood waters.

USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

- (a) not allow the Vehicle to be used for any illegal purpose, race, contest or performance test of any kind;
- (b) not allow the Vehicle to be used to tow or push anything;
- (c) 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;
- (d) 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;
- (e) not allow the Vehicle to be used to carry passengers for payment of any kind;
- (f) not use the Vehicle when it is damaged or unsafe;
- (g) 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;
- (h) not, without Avis' prior written consent, use the Vehicle to carry any inflammable substance which has a flash point under 22.8°C or any other explosive or corrosive substances; and
- (i) not use the Vehicle in contravention of any law.

4.2 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

5.1 You and any Authorised Driver must:

- (a) 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;
- (b) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- (c) comply with any applicable seat belt and child restraint laws.

5.2 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

- 6.1 You must return the Vehicle to Avis:
- (a) to the place, on the date and by the time shown on the Rental Document;
 - (b) in the same condition as it was at the commencement of the Rental Period, fair wear and tear excepted.
- 6.2 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.
- 6.3 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.
- 6.4 If:
- (a) You return the Vehicle on a date, or at a time, or to a place other than that shown on the Rental Document; or
 - (b) 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.
- 6.5 Avis may request the immediate return of the Vehicle, or Avis may re-take the Vehicle without notice, if Avis reasonably suspects that:
- (a) the Vehicle may be used for an unlawful purpose;
 - (b) damage to the Vehicle, or injury to persons or property is likely to occur; or
 - (c) 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 Rental Agreement for the period up to return/repossession of the Vehicle.

FUEL

- 7.1 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.
- 7.2 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

- 8.1 Subject to this clause 8, You are liable:
- (a) for the loss of, and all damage to, the Vehicle; and
 - (b) for all damage to the property of any person:
 - (i) which is caused or contributed to by You or an Authorised Driver; or
 - (ii) which arises from the use of the Vehicle by You or an Authorised Driver.

This clause 8 does not apply to any damage or loss for which Avis is liable to You under this Rental Agreement.

Remember that references to the "Vehicle" include all of its parts, components, accessories and contents (see the definition of "Vehicle" in clause 1).

- 8.2 Subject to clause 8.3, if:
- (a) 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,
 - (b) 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:
- (c) waives Your liability under clause 8.1 for damage to the Vehicle or loss of the Vehicle; and
 - (d) 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.
- 8.3 Subject to Your Consumer Rights, You must always pay, and clause 8.2 does not cover:
- (a) 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;

- (b) the cost of rectifying any tyre damage not attributable to normal wear and tear;
- (c) the cost of repairing any damage caused deliberately or recklessly by:
 - (i) You;
 - (ii) any other driver of the Vehicle; or
 - (iii) any passenger carried during the Rental Period;
- (d) 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 Rental Agreement;
- (e) 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
- (f) 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.

- 8.4 Where You are required to pay Avis under this clause 8, the amount You must pay for any damage or repair may be reasonably determined by Avis and includes:

- (a) 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;
- (b) appraisal fees;
- (c) towing, storage and recovery costs;
- (d) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities; and
- (e) 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 8.4 exceeds the final cost of the damage or repair, Avis will refund the difference to You. Avis will provide details to You of the final cost of the damage or repair on request by You.

GREENHOUSE INITIATIVE

- 9 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.

LIABILITY OF AVIS

- 10.1 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:
- (a) stolen from the Vehicle or otherwise lost during the rental; or
 - (b) left in the Vehicle after its return to Avis.
- 10.2 Neither clause 10.1 nor any other provision of the Rental Agreement affects Your Consumer Rights.

CLAIMS AND PROCEEDINGS

- 11 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:
- (a) promptly report such incident to the local police;
 - (b) promptly report such incident in writing to Avis;
 - (c) not, without Avis' written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
 - (d) 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;
 - (e) 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;
 - (f) 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 11(e) or 11(f).

PAYMENT

- 12.1 At the end of the Rental Period, You must pay Avis on demand:
- (a) all charges specified on the Rental Document and all charges payable under the Rental Agreement;
 - (b) 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
 - (c) any amount for which You are liable to Avis under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Avis will provide details to You of any amount payable under this clause 12.1(c).
- 12.2 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:
- (a) one day's rental at the "daily rate" shown on the Rental Document (subject to clause 6.4); plus
 - (b) the amount payable for the number of kilometres driven during the Rental Period.
- 12.3 Distance charges are measured from the Vehicle's odometer.
- 12.4 You authorise Avis to charge all moneys payable to Avis under the Rental Agreement to Your credit card or charge account.
- 12.5 Avis will pay, within a reasonable time, any refund due to You by such method as Avis may reasonably choose.
- 12.6 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:
- (a) 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
 - (b) 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.

TERMINATION

- 13.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 13.2 You may terminate the Rental Agreement at any time for any other reason.
- 13.3 If the Rental Agreement is terminated early for any reason other than a breach by Avis, You agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.



Privacy Policy

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 or 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.

AVIS

PAI / PEB POLICY

AIG

AIG Australia

American Home Assurance Company

ABN 67 007 483 267 AFSL 230903

Incorporated with Limited Liability in the USA, trading as AIG Australia
A Member of American International Group, Inc.

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

PERSONAL ACCIDENT INSURANCE (PAI) PERSONAL EFFECTS INSURANCE (PEB) POLICY

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 ('AHAC')
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.

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Date prepared 21st July 2006

PRODUCT DISCLOSURE STATEMENT

1. 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**.

2. 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**.

3. 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.

4. 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**.

5. 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.

6. 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.

7. DISPUTE RESOLUTION

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

1. 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

2. 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.
3. 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 Limited
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:

- (a) 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
- (b) 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
- (c) 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

- (a) 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
- (b) 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:

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

- (b) 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:

- (a) 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;
- (b) 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;
- (c) They include the cost of medical supplies or ambulance hire;
- (d) 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:

- (a) 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;
- (b) Any expense to which Section 67 of the National Health Act 1953 (as amended) or any of the regulations made under it apply;
- (c) More than the specified percentage of each claim less all deductions and the Excess shown in Part C of the Table of Events;
- (d) 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:

- (a) the driver of an Avis Australia vehicle, or
- (b) entering through the driver's door of an Avis Australia vehicle for the purpose of driving the vehicle, or
- (c) 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

1. 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).
2. In respect to the Capital Benefits in Part A of the Table of Events:
 - (a) 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.
 - (b) 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.
 - (c) 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.
3. Compensation is not payable:
 - (a) 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.
 - (b) To more than one Insured Person in the event an accident causes Injuries to more than one Insured Person.
 - (c) 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.
 - (d) 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.

4. 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:

- (a) Weekly or periodical disability benefits under any other policy of insurance; and/or

(b) 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 Transcover or Transport Accident Act or other Statutory body having similar effect; and/or

(c) 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.

5. **RECURRENT 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.

6. **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.

7. **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	THE COMPENSATION
Injury as defined, resulting in:	
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.	1% (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.
19. 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	THE COMPENSATION
------------	------------------

- | | |
|----------------------------------|---|
| Injury as defined, resulting in: | |
| 20. Temporary Total Disablement | 20. During such Disablement up to a maximum of 52 weeks \$150 per week or Income as defined, whichever is the lesser. |

PART C NON-MEDICARE MEDICAL EXPENSES

THE EVENTS	THE COMPENSATION
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- | | |
|-----------------------------------|---|
| Injury as defined, resulting in: | |
| 21. Non Medicare Medical Expenses | 21. To an amount not exceeding \$7500 for any one Injury. An Excess \$50 applies to each and every claim. |

EXCLUSIONS

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

- Any sickness or disease.
- Effects of pregnancy or childbirth, notwithstanding that such an Event may have been accelerated or induced by accident.
- Sexually transmitted disease, or Acquired Immune Deficiency Syndrome (A.I.D.S.) disease or Human Immunodeficiency Virus (H.I.V.) infection.
- Effects of alcohol and/or drugs not prescribed by a registered and legally qualified medical practitioner.
- Medical expenses incurred more than 12 calendar months following an Injury.
- 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:

1. Luggage or Personal Effects not contained in the vehicle that is subject to the Rental Agreement.
2. Electronic equipment, computers and the like not locked out of sight in the boot or glove box of the vehicle.
3. Luggage or personal effects left unattended in an unlocked vehicle.
4. Luggage or personal effects left overnight in any vehicle.
5. 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.
6. Loss of or damage to jewellery, precious stones, gold/silver, precious metal or furs.
7. Loss or damage to sporting equipment where due to the use thereof.
8. 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.
9. 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.
10. 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:

1. Failure to comply with the provisions of the Rental Agreement.
2. Intentional self-injury, suicide, or criminal or illegal act of the Insured Person who is the subject of the claim.
3. War, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power.
4. The intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act.
5. Any Terrorist Act.
6. 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.
7. Riot or civil commotion.
8. Training for or participating as a professional in any sport.

GENERAL CONDITIONS FOR PAI AND PEB

1. **EFFECTIVE DATE OF INDIVIDUAL INSURANCE:** The Insurance of any Insured Person will become effective on the commencing date of the Rental Agreement.
2. **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.
3. **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.
4. **CLAIMS PROCEDURE:**
 - (a) 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.
 - (b) 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.

- (c) 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.
 - (d) 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.
 - (e) 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.
5. **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.
 6. **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.
 7. **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.
 8. **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.
 9. **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.
 10. **CURRENCY**

All amounts are shown in Australian dollars.

