

## TERMS AND CONDITIONS

### Australia

Effective 14 March 2011

The following documents are set out below:

- the Avis Terms and Conditions of Rental (**Rental Agreement**);
  - the Avis Privacy Notice (**Avis Privacy Notice**);
  - the RTA E-Toll Facility Terms and Conditions for the Avis Preferred Service (**RTA Terms and Conditions**);
  - the RTA Privacy Consent and Agreement for the Avis Preferred Service (**RTA Privacy Consent**); and
  - the Chartis Personal Accident and Personal Effects Insurance combined Product Disclosure Statement and Policy (**Chartis Policy**).
- (together, the **Australian Terms and Conditions**).

#### Your participation in the Avis Preferred Service Program (Program)

Your participation in the Program is on the following basis:

1. The Australian Terms and Conditions apply only to Your rental of a Vehicle in Australia.
2. W.T.H. Pty Limited ABN 15 000 165 855 trading as 'Avis Australia' (**Avis Australia**) may change the Rental Agreement, the Avis Privacy Notice and the Chartis Policy from time to time.
3. The Roads and Traffic Authority of New South Wales ABN 64 480 155 255 (**RTA**) may change the RTA Terms and Conditions and the RTA Privacy Consent (together, the **RTA Customer Agreement**) from time to time.
4. The Australian Terms and Conditions which govern:
  - (a) a rental of a Vehicle by You from Avis (as defined in the Rental Agreement) (Avis); and
  - (b) Your use of the RTA E-Toll Facility (as defined in the RTA Customer Agreement) during the rental,will be those applicable at the time of Your rental as posted on the Avis Australia website ([www.avis.com.au](http://www.avis.com.au)).
5. You can request Avis Australia (during Sydney business hours) to send you a copy of the Australian Terms and Conditions free of charge.
6. Your Rental Agreement and Your RTA Customer Agreement in respect of a Vehicle rented from Avis are made on the date that You rent the Vehicle from Avis.
7. Each time you rent a Vehicle from Avis:
  - (a) You agree to be bound by the Australian Terms and Conditions;
  - (b) You accept those services known as 'Loss Damage Waiver', 'Excess Reduction' and the 'Protection Package' as indicated on Your Enrolment Profile sent to Avis from time to time (**Enrolment Profile**);
  - (c) You accept the 'Rental Options' as indicated on Your Enrolment Profile; and
  - (d) You consent to Avis and the RTA disclosing your information to entities located outside Australia for the purposes set out in the Avis Privacy Notice and the RTA Privacy Consent respectively, on the basis that neither Avis nor RTA is required to ensure that any overseas recipient complies with Australian privacy laws.
8. You may change your Enrolment Profile at any time by giving Avis Australia 14 days' written notice or via your online profile at [www.avis.com.au](http://www.avis.com.au).
9. For each rental, You must make Your reservation at least 24 hours before Your chosen time of rental, and inform the reservation agent that the reservation is for an Avis Preferred Service rental.
10. Avis Australia may change the locations from where the Program is available from time to time and without notice to You. You may find out which Avis locations participate in the Program by asking when You reserve a Vehicle.
11. You must follow standard Avis rental procedures at locations not participating in the Program at the time of rental.
12. Avis may terminate Your participation in the Program at any time if You or an Authorised Driver commits a material breach of the Australian Terms and Conditions.

#### OUR COMMITMENT TO YOU

The Avis group 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
  - 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 (see below); and
- we welcome Your feedback. Please tell us where we are going wrong by contacting us through our website ([www.avis.com.au](http://www.avis.com.au)) at 'Customer Service' or by phone or mail. (We would also like to hear about what we are doing right).

#### CONSUMER RIGHTS STATEMENT

'Your Consumer Rights' means Your rights as a consumer under applicable consumer protection legislation, including the Australian Consumer Law, which cannot be excluded, restricted or modified by this Rental Agreement. Your Consumer Rights 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.

## AVIS TERMS AND CONDITIONS OF RENTAL

#### INTERPRETING YOUR RENTAL AGREEMENT

1. In these Terms and Conditions:
  - '**Accessory**' means any equipment attached to the Vehicle, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment;
  - '**Avis Insurance Policy**' means a policy of liability insurance held by Avis for Your and an Authorised Driver's liability to a third party for damage to the property of that third party which is caused by the legal use of the Vehicle by You or an Authorised Driver;
  - '**Authorised Driver**' means:
    - an additional driver who signs an Additional Drivers Form;
    - 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;
  - '**Collection Costs**' means Avis' reasonable costs of collecting unpaid Rental Charges from You (including Avis' legal costs) and Avis' administration fee of \$75 and its debt collection agent's fee equal to 10% of the unpaid Rental Charges;
  - '**Enrolment Profile**' means Your current enrolment profile for renting Vehicles under the Avis Preferred Service as notified in writing to Avis from time to time;
  - '**Excess Amount**' means the amount shown as 'Excess' on the Rental Document;
  - '**Manufacturer's Specifications**' means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual located in the glove box of the Vehicle;
  - '**Overhead Damage**' means damage to the Vehicle or property of any third party caused by the Vehicle coming into contact with anything above the top of the door seal and the top of the front and back windscreens;
  - '**Rental Charges**' means the fees, costs, amounts and charges specified on the Rental Document or payable under the Rental Agreement;
  - '**Rental Document**' means the document issued by Avis to You when a Vehicle is rented to You and which sets out Your details, the Vehicle's details and some of the fees, costs, amounts and charges payable under the Rental Agreement;
  - '**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 using the Vehicle as a substitute for the vehicle insured under that policy;

**'Underbody Damage'** means damage to the Vehicle caused by the Vehicle coming into contact with any thing below the bottom of the door seal and the bottom of the front and rear bumper bars;

**'Vehicle'** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices, any tag or device for paying electronic tolls, all Accessories and contents supplied by Avis;

**'You'** or **'Your'** refers to the person(s) with whom the Rental Agreement is made; and

**'Your Account'** means the credit card or Avis charge account to which Your Rental Charges are to be debited.

## DRIVER

2.1 You agree and acknowledge that:

- (a) only You or an Authorised Driver will drive the Vehicle; and
- (b) You and any Authorised Driver hold a current licence (not being a learner's licence or provisional licence) to drive the Vehicle and have been licensed to drive vehicles of the same category as the Vehicle for at least 12 consecutive months.

2.2 You are responsible for the acts and omissions of an Authorised Driver or any other person You allow to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss Damage Waiver option or Excess Reduction option (if accepted or included in Your rate) if You allow an unauthorised driver to drive the Vehicle.

## 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 (unless the Vehicle is a 4 wheel drive vehicle).

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, Fraser Island, Magnetic Island, Groote Eylandt, Gove Peninsula or the Tiwi Islands;
- (b) into or out of the Northern Territory, Western Australia or Tasmania;
- (c) in Queensland:
  - (1) on Highway No.27: beyond Chillagoe in a Westerly direction;
  - (2) on 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; or
  - (4) on the Coast Road from Helenvale to Cape Tribulation, or from Laura to Lakeland, unless the Vehicle is a 4 wheel drive vehicle;
- (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;
- (e) on beaches or through streams, dams, rivers or flood waters;
- (f) in Western Australia, to any parts North of Carnarvon.

## USE OF THE VEHICLE

4.1 You and any Authorised Driver must:

- (a) **not** use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind;
- (b) **not**, without Avis' prior written consent, use, or allow the Vehicle to be used, to push anything;
- (c) **not** carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle;
- (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**, without Avis' prior written consent, use or 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** drive the Vehicle after an accident or hitting an object (including an animal) until You have obtained Avis' approval to do so;

- (h) **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 Manufacturer's Specifications and Avis' recommendations;
  - (i) **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;
  - (j) **not** use the Vehicle for the conveyance or towing of any load unless You have Avis' prior written consent; the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; for towing, the Vehicle is fitted with a tow bar; and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Avis' recommendations; and
  - (k) **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, speeding and traffic infringements and tolls 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;
- (b) fill the Vehicle with only the fuel type specified in the Manufacturer's Specifications;
- (c) keep the Vehicle locked and the keys under Your or the Authorised Driver's personal control at all times; and
- (d) comply with all 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 reimbursement 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; and
  - (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 Avis 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 Avis in advance, You must pay a 'one-way fee' of up to \$2 per kilometre (depending on the type of Vehicle and the distance travelled) to be determined and paid 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) You do not comply with any special conditions set out in the 'Rates' section on the Rental Document,
- 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.

6.6 Avis may re-take the Vehicle after written notice to You if:

- (a) You do not return the Vehicle on the date and by the time shown on the Rental Document and You have not informed Avis of a new return date and time; or
- (b) the credit limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of Your Vehicle.

6.7 You must pay Avis all Rental Charges for the period up to the return/re-taking of the Vehicle as well as any additional costs Avis incurs in re-taking the Vehicle.

## FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 7.2 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 amount per litre as set out on the Rental Document.
- 7.3 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 any person You allow to drive the Vehicle; or
    - (ii) which arises from the use of the Vehicle by You or any person You allow to drive the Vehicle.

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 definitions of 'Vehicle' and 'Accessory' in clause 1).*

- 8.2 Subject to clauses 8.3 and 8.4, Avis waives Your liability under clause 8.1 for damage to, or loss of, the Vehicle and will ensure that You and any Authorised Driver are entitled to be indemnified under the Avis Insurance Policy, if:
- (a) You accept and pay for the Loss Damage Waiver option on the Rental Document (or if it is included in Your rate); and
  - (b) You pay the Excess Amount for each separate event involving:
    - (i) damage (including hail damage) to, or loss of, the Vehicle; or
    - (ii) damage to the property of any third party which is caused by the use of the Vehicle by You or an Authorised Driver.
- 8.3 Additional amounts payable: In addition to Clause 8.2, **You must always pay to Avis** the following costs and fees:
- (a) the cost of repairing any:
    - (i) Overhead Damage or Underbody Damage;
    - (ii) water damage to the Vehicle;
    - (iii) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1 or 5;
    - (iv) damage to a tyre or an Accessory not attributable to normal wear and tear;
    - (v) damage to the Vehicle or to the property of any third party caused deliberately or recklessly by You, any other driver of the Vehicle or any passenger carried during the Rental Period;
  - (b) the cost of replacing, if lost or stolen, an Accessory; and
  - (c) if You have breached the Rental Agreement, a per day loss of revenue fee based on the estimated downtime of the Vehicle.
- 8.4
- (a) For the purposes of this clause 8.4, **'Recovery Costs'** means, in relation to the loss of, or damage to, the Vehicle:
    - (1) any appraisal fees;
    - (2) any towing, storage and recovery costs; and
    - (3) an administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
  - (b) If clause 8.2 or 8.3 applies, You must pay to Avis, or Avis may debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Avis' assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your right to a refund under clause 8.5(b).
  - (c) For the purposes of calculating any refund under clause 8.4(b), Avis will add the Recovery Costs to the amount of the costs of damage and repair to the Vehicle.
  - (d) If clause 8.3 applies, and if the total of the Recovery Costs and the costs and fees that You must pay under clause 8.3 is greater than the Excess Amount (with the difference being the 'Gap Amount'), You must pay to Avis, or Avis may debit Your Account with, the Gap Amount.
- 8.5
- (a) Where You are required to pay Avis under this clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
    - (1) may be reasonably determined by Avis; and

- (2) in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.
- (b) If the amount determined by Avis and paid by You under this clause 8.5 exceeds the final cost of the loss, damage or repair, Avis will refund the difference to You.
- (c) Avis will provide details to You of the final cost of the loss, damage or repair on request by You.

## GREENHOUSE INITIATIVE

9. If You 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 use of the Vehicle. For more information on the Greenhouse Friendly™ Initiative, visit its website at [www.climatechange.gov.au/greenhousefriendly](http://www.climatechange.gov.au/greenhousefriendly).

## CLAIMS AND PROCEEDINGS

- 10.1 Where the use of the Vehicle by You, an Authorised Driver, or any other person results in an accident or claim (**'Incident'**), or where damage or loss is sustained to the Vehicle or the property of any third party, You must ensure that You or any Authorised Driver:
- (a) promptly reports the Incident to the local police (if required by law);
  - (b) promptly reports the Incident in writing to Avis;
  - (c) does not, without Avis' prior written consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident;
  - (d) permits Avis or its insurer at its own cost to bring, defend, enforce or settle any legal proceedings against a third party in Your name in relation to the Incident;
  - (e) permits or ensures 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; and
  - (f) completes and furnishes 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.
- 10.2 Avis will meet Your reasonable out-of-pocket expenses in complying with clause 10.1(e) or 10.1(f).
- 10.3 If you do not comply with clause 10.1(b), and Avis is unable to investigate the Incident, Avis will debit all Rental Charges to Your Account pending receipt of Your report about the Incident.

## PAYMENT

- 11.1 At the end of the Rental Period, You must pay Avis:
- (a) all Rental Charges;
  - (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 government or other competent authority; 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 11.1(c).
- 11.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Avis. If a Rental Charge is to be adjusted, Avis will provide details to You if Avis has Your contact details.
- 11.3 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.
- 11.4 Distance charges are measured from the Vehicle's odometer.
- 11.5 You authorise Avis to charge all amounts payable to Avis under the Rental Agreement to Your Account.

- 11.6 Avis will pay, within a reasonable time, any refund due to You by such method as Avis may reasonably choose.
- 11.7 If You fail to pay any amount due under or in connection with the Rental Agreement within 14 days of the date by which You were required to pay the amount, You must also pay Avis:
- interest at 10% per annum (compounded daily) on the amount from the expiry of 14 days from the date on which You were required to pay the amount to the date of payment; and
  - on and as demanded, Avis' Collection Costs including interest on Avis' Collection Costs calculated in accordance with clause 11.7(a) from the date of demand.

## TERMINATION

- 12.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 12.2 Subject to clauses 6.2, 6.3, 6.4 and 11.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Avis.

## PROPERTY IN VEHICLE

13. Unless Avis or an Avis employee acting in the course of their employment is negligent, Avis is not liable to any person for any loss of, or damage to any property:
- left in the Vehicle after its return to Avis; or
  - stolen from the Vehicle or otherwise lost during the rental.

# AVIS AUSTRALIA PRIVACY NOTICE

We at Avis Australia recognise the importance of protecting your personal information. This notice explains how the Avis Group (see 'About Avis' below) protects your privacy and summarises how it collects, uses and discloses personal information about you. For our full Privacy Policy please see [www.avis.com.au](http://www.avis.com.au) or contact us to request a copy.

This notice applies to personal information we hold about you in Australia only. Because the Avis Group operates a vehicle rental system in many countries, your personal information will also be held in and accessible by Avis Group staff located in other countries.

## ABOUT AVIS

'Avis Australia' is the trading name of W.T.H. Pty Limited ABN 15 000 165 855 (**WTH**) which is a subsidiary of Avis Rent A Car System, LLC., located in the United States. These companies are part of the Avis Group. Through these companies, and their subsidiaries and licensees, the Avis Group manage thousands of Avis car rental locations around the globe. For this Notice, **Avis Australia, we, us** or our means WTH and its Avis licensees; **Avis Group** means all Avis companies and licensees world wide.

## 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 you use will determine what information we collect from you. That information may include your name, contact details, date of birth, driver's licence number, payment details, referees, company name and employee number.

We may collect information about you from you or through a travel agent, a corporate program, one of our partner programs or through a credit reporting agency. 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 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 improvements to our services; and
- maintain and develop our software and other business systems.

## Disclosure to third parties

We may disclose your personal information to third parties around the world including:

- other members of the Avis Group;
- your company or organisation if you use our services under a corporate account;
- 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 agencies (see 'Payment default' below) and fraud checking agencies;
- debt collection agencies, if you default in payment of amounts owed to us;
- councils, government and private organisations responsible for the processing of traffic related infringements;
- in relation to an accident or claim, insurers, the police and other persons involved in the accident or claim;
- 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 the Avis Group. We may also use your personal information to offer you products and services provided by companies participating in Avis partner programs. We may continue to provide these offers to you by email, telephone, fax or any other form of communication until you opt out. You can opt out by indicating your preference on Your Enrolment Profile or by contacting us.

## Payment default

If you default in the payment of any rental fees or charges to us, we may give information about you to a credit reporting agency for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting agency to create or maintain a credit information file about you; and to list your default and the debt on that credit information file. The information is limited to the types of information that may be disclosed under the *Privacy Act 1988 (Cth)* and may include limited identity particulars; the fact that you owe us money; payment defaults over 60 days for which debt collection action has started; confirmation if those disclosed payment defaults are rectified; our opinion if we consider that you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your contractual obligations).

## Disclosures outside of Australia

When you provide us with your personal information, we will enter your details into the centralised Avis Group databases which are located and maintained by the Avis Group and its technology service providers (at the date of this Notice) in the United States. Depending on how you use our services, your personal information may be accessed by Avis Group personnel. Some of the countries that the Avis Group operates in have privacy laws with general application to the private sector; other countries, including the United States, may not. When you rent a vehicle from Avis Australia, you accept that we are not required to ensure that recipients of your personal information outside Australia comply with Australian privacy laws.

## WHO CAN I CONTACT FOR FURTHER INFORMATION?

If you have any privacy questions or concerns, or wish to exercise your right to access or correct your personal information (subject to exceptions under privacy laws), you can contact our Privacy Officer as follows:

By mail: Level 2, 15 Bourke Road, Mascot NSW 2020

By fax: 02 9353 9017

By telephone: 02 9353 9033

By e-mail: [customer.service@avis.com.au](mailto: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 Information Commissioner on 1300 363 992.

Last updated 14 March 2011.



## RTA E-TOLL FACILITY TERMS AND CONDITIONS FOR THE AVIS PREFERRED SERVICE

The Roads and Traffic Authority of New South Wales (ABN 64 480 155 255) (RTA), through Avis as RTA's agent, offers an E-Toll Facility to You on these RTA Terms and Conditions.

At the time of rental of Your Vehicle from Avis, You accept, and agree to be bound by, these RTA Terms and Conditions.

### 1. Your E-Toll Facility

- (a) Your E-Toll Facility is provided by the RTA to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these RTA Terms and Conditions.
- (b) In order to use Your E-Toll Facility, You or Your Authorised Driver must travel in an Electronic Tolling Lane.
- (c) You remain responsible at all times for the acts and omissions of any Authorised Driver, any other person using the Vehicle or any Authorised Representative using or operating Your E-Toll Facility, including for any Tolls and Fees they incur.
- (d) A Tag may be installed in Your Vehicle as part of the E-Toll Facility. The Tag is the property of the RTA. You must not use any other tag in the Vehicle or register for any other electronic or video tolling product in relation to the Vehicle. If You do use another tag or electronic or video tolling product, You will still be charged Tolls and Fees by the RTA under these RTA Terms and Conditions and You may be charged other amounts by the provider of the other tag or electronic or video tolling product used.

### 2. Payments, fees and charges in connection with Your E-Toll Facility

- (a) You must pay the following amounts to the RTA in connection with the use of Your E-Toll Facility:
  - (i) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
  - (ii) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility;
  - (iii) a Processing Fee in the circumstances described in clause 5(b);
  - (iv) a Dishonour Fee in the circumstances described in clause 3(c); and
  - (v) any other costs reasonably incurred by the RTA in enforcing its rights under these RTA Terms and Conditions, including any fees or charges imposed by a third party on the RTA where You have refused or failed to pay any amount under these RTA Terms and Conditions.
- (b) You acknowledge that if You fail to pay any Tolls or Fees as required by these RTA Terms and Conditions, the RTA may refer that failure to a Credit Reporting Agency.
- (c) You acknowledge that part of the Service Fee is paid to Avis.

### 3. Payment methods and authority

#### *Payment by Nominated Card*

- (a) If You are using a Nominated Card to pay for the rental of the Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:
  - (i) promise to the RTA that You are authorised to use the Nominated Card to meet Your payment obligations under these RTA Terms and Conditions; and
  - (ii) authorise the RTA to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, the RTA under these RTA Terms and Conditions.
- (b) RTA will debit Tolls and Fees from the Nominated Card as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to the RTA by a toll road operator.
- (c) If:
  - (i) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RTA Terms and Conditions; or
  - (ii) a transaction on the Nominated Card is declined for any reason, save for:
    - (A) the negligence of, or wilful misconduct by, the RTA or any of its officers, employees or agents; or
    - (B) an RTA systems error,

You will be charged a Dishonour Fee by the RTA and You (or, if relevant, the Nominated Card Holder) may be charged fees, charges and interest by Your financial institution or, if relevant, the financial institution of the Nominated Card Holder.

- (d) You must ensure that You immediately provide the RTA with details for an alternative Nominated Card, which can be used to meet Your obligations under these RTA Terms and Conditions, and an authority for the RTA to debit the alternative Nominated Card, if:
  - (i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
  - (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

#### *Payment by Your RTA Charge Account Holder*

- (e) If You are using an Avis Australia Charge Account to pay for the rental of the Vehicle:
  - (i) You promise to the RTA that You are authorised to incur Tolls and Fees and to have those Tolls and Fees debited to the RTA Charge Account; and
  - (ii) the RTA will issue Your RTA Charge Account Holder with a monthly invoice recording all Tolls and Fees incurred or, where applicable, notified to the RTA by a toll road operator.
- (f) You must immediately provide the RTA with updated or alternate payment method details if the RTA Charge Account is cancelled or altered or if You are no longer authorised to incur Tolls and Fees on that RTA Charge Account.

### 4. Errors in charging Tolls and Fees

- (a) If the RTA incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility the RTA may recover that amount from You provided that the RTA has given You 10 days prior written notice of its intention to do so.
- (b) The RTA will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RTA may reasonably choose.

### 5. E-Toll Facility Transaction Summary

- (a) You may view a Transaction Summary without charge at any time by logging on to [www.rta.nsw.gov.au/rentalcars](http://www.rta.nsw.gov.au/rentalcars).
- (b) If You request that we provide a Transaction Summary to You, You will be charged the applicable Processing Fee for the method of delivery elected by You (if that method is stated to be available).

### 6. Lost, stolen or malfunctioning Tags

- (a) You must immediately inform Avis if either of the following occur:
  - (i) the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
  - (ii) the Vehicle is lost or stolen.
- (b) If You inform Avis that the Tag is malfunctioning or is in any way defective, Your E-Toll Facility will still enable You to use the E-Toll System and to pay Tolls and Fees in accordance with these RTA Terms and Conditions and You will continue to be liable for Tolls and Fees.
- (c) If the Tag or the Vehicle is lost or stolen and You have immediately informed Avis, You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed Avis.

### 7. GST

- (a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- (b) If GST is stated as not to be inclusive, You are liable for any GST payable.

### 8. General

- (a) New South Wales laws govern these RTA Terms and Conditions.
- (b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify the RTA of any matters or make a request in relation to Your E-Toll Facility, it must be made in writing by mail, email or facsimile. All notice details are contained on [www.rta.nsw.gov.au/rentalcars](http://www.rta.nsw.gov.au/rentalcars) or You may call 131 865. Notification is effective only upon the RTA's receipt of written confirmation.

## 9. Amendment

The RTA may vary these RTA Terms and Conditions from time to time. The terms and conditions governing Your E-Toll Facility during Your rental of a Vehicle will be the RTA Terms and Conditions applicable at the time of Your rental as posted on the Avis website ([www.avis.com.au](http://www.avis.com.au)) at that time. You can access a copy of the RTA Terms and Conditions at any time from the Avis website or you can request (during (Sydney) business hours) the RTA to send you a copy of this document free of charge (telephone 131 865).

## 10. Definitions

In these RTA Terms and Conditions, except where the context otherwise requires:

**“Authorised Driver”** has the same meaning given to that term in Your Rental Agreement.

**“Authorised Representative”** means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Facility.

**“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.

**“Avis Australia Charge Account”** means the charge account established by Your RTA Charge Account Holder with Avis.

**“Credit Reporting Agency”** means a corporation that carries on a credit reporting business.

**“Dishonour Fee”** means:

- (a) in relation to payment by a Nominated Card, a fee of \$1.15;
- (b) in relation to payment by cheque, a fee of \$20.00; and
- (c) in relation to payment by money order, a fee of \$25.00.

**“Electronic Tolling Lane”** means a Tolling Lane which is designated as permitting the payment of Tolls by electronic means.

**“E-Toll Facility”** means the facility described in clause 1(a).

**“E-Toll System”** means the entire system relating to electronic tolling operated by the RTA, any operator of a toll road or any Tag Issuer or Pass Issuer.

**“Fees”** means each of the fees and costs (and any taxes applicable to them) described in clauses 2(a)(ii) - 2(a)(v) inclusive of these RTA Terms and Conditions.

**“GST”** has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**“Nominated Card”** means the valid credit card nominated by You as the source of payment for all Tolls and Fees.

**“Nominated Card Holder”** means a person other than You who holds a Nominated Card.

**“Pass Issuer”** means a toll road operator that uses the E-Toll System and issues, or an entity that does not operate a toll road but issues, passes or other electronic or video tolling products for the purpose of the E-Toll System.

**“Processing Fee”** means in relation to a Transaction Summary delivered:

- (a) by mail, a fee of \$5.00; or
- (b) by email, a fee of \$2.20.

**“Rental Agreement”** means the ‘Australian Terms and Conditions’ contained in the ‘Worldwide Terms and Conditions’ for the Avis Preferred Service which are applicable at the time of Your rental of the Vehicle as posted on the Avis website ([www.avis.com.au](http://www.avis.com.au)) and which govern the rental of a Vehicle by a member of the Avis Preferred Service.

**“RTA Charge Account”** means the charge account established by Your RTA Charge Account Holder with RTA.

**“RTA Terms and Conditions”** means these RTA E-Toll Facility Terms and Conditions for the Avis Preferred Service as varied from time to time in accordance with clause 9.

**“Service Fee”** means a fee of \$2.20.

**“Tag”** means the RTA device installed in the Vehicle to enable the payment of Tolls by electronic means.

**“Tag Issuer”** means a toll road operator who uses the E-Toll System and issues tags, or an entity that does not operate a toll road but issues tags for the purpose of the E-Toll System.

**“Toll”** means all toll charges or other fees and charges imposed by the operator of a toll road for, or taxes payable in respect of, each Trip taken by the Vehicle during the period in which You have hired the Vehicle.

**“Tolling Lane”** means a lane on a toll road at a toll collection point.

**“Tolls and Fees”** means all Tolls and Fees and any other payments, amounts or charges referred to in these RTA Terms and Conditions.

**“Transaction Summary”** means a summary of the transactions (including the Tolls and Fees incurred) on Your E-Toll Facility.

**“Trip”** means the driving of a Vehicle past a toll collection point.

**“Vehicle”** has the same meaning given to that term in Your Rental Agreement.

**“You”** or **“Your”** refers to the person(s) who have agreed to be bound to these RTA Terms and Conditions and with whom the Rental Agreement is made.

**“Your RTA Charge Account Holder”** means the person which has entered into an agreement with the RTA for the payment of the Tolls and Fees during the rental of a Vehicle.

## 11. Interpretation

- (a) Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.
- (b) Any reference to **dollars** and \$ is to Australian currency.
- (c) The word **includes** in any form is not a word of limitation.
- (d) A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.



## RTA PRIVACY CONSENT AND AGREEMENT FOR THE AVIS PREFERRED SERVICE

RTA is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

This document contains consents and promises from You in relation to E-Toll Information collected from You and from third parties to enable RTA and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RTA, but if You do not, RTA will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by the RTA at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RTA's privacy policy from time to time.

The RTA's privacy policy, which explains our privacy practices including how to make an application to access or correct information about You or a complaint, and our complaints handling processes, is available at: [www.rta.nsw.gov.au/aboutus/privacy/index.html](http://www.rta.nsw.gov.au/aboutus/privacy/index.html) or (02) 8588 4981

The RTA may vary this document from time to time. The terms of the RTA Privacy Consent and Agreement for the Avis Preferred Service governing Your E-Toll Facility during Your rental of a Vehicle will be the version applicable at the time of Your rental as posted on the Avis website ([www.avis.com.au](http://www.avis.com.au)) at that time. You can access a copy of the RTA Privacy Consent and Agreement for the Avis Preferred Service at any time from the Avis website or you can request (during Sydney business hours) the RTA send you a copy of this document free of charge (telephone (02) 8588 4981).

### Consents given by You

1. In exchange for RTA providing the E-Toll Facility, You consent to and authorise:
  - 1.1 collection of E-Toll Information by any Authorised Information Recipient from any person (including from Avis and from video and/or camera surveillance of toll roads conducted by RTA or third parties for traffic management or toll violation enforcement purposes);
  - 1.2 use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
  - 1.3 disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname; and
  - 1.4 disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that RTA is not required to ensure that any overseas recipient complies with the Privacy Laws.

## Promises made by You

2. You promise that:
  - 2.1 prior to disclosing any information to RTA or Avis about an Individual, You have obtained their consent to the matters in clause 1; and
  - 2.2 all information You provide to RTA about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

## Definitions

**“Agreement Number”** means a unique agreement number provided to You by Avis or by RTA in connection with the Rental Agreement.

**“Associated Contractors”** means RTA's suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

**“Authorised Information Recipient”** means RTA, Avis, and each Authorised Driver, Authorised Representative and Intended Recipient.

**“Clearing House”** means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any combinations of these.

**“Enrolment Profile”** means Your current enrolment profile for renting Vehicles under the Avis Preferred Service as notified in writing to Avis from time to time.

**“E-Toll Information”** means any information relating to You or Your E-Toll Facility, Vehicle, the location of a Tag or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

- (a) You; or
- (b) any Individual,

including a name, address, phone number, email address, drivers licence number, date of birth, Vehicle hire and usage information, billing or financial information, Enrolment Profile, Rental Agreement, Nominated Card, Avis Australia Charge Account, RTA Charge Account and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RTA or obtained by RTA from third parties.

**“Individual”** means any individual, including any Authorised Driver, Authorised Representative, Nominated Card Holder and Your RTA Charge Account Holder.

**“Intended Recipients”** means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RTA's professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; and (ix) persons providing services to any of the entities set out in (i) to (viii).

**“Permitted Purposes”** means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the E-Toll System; (iii) any cashback system; (iv) Your E-Toll Facility and Tags; (v) verification of Your Rental Document (including verifying the details of a Nominated Card Holder or Your RTA Charge Account Holder); (vi) obtaining feedback about the E-Toll System and Your E-Toll Facility; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) auditing of the E-Toll System;
- (c) law enforcement;
- (d) the enforcement of a law imposing pecuniary penalty;
- (e) the protection of the public revenue;
- (f) road safety;
- (g) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RTA is compelled to do so by a court order;
- (h) obtaining advice and professional services on a confidential basis;
- (i) market research and statistical analysis;
- (j) other purposes related or incidental to the purposes listed above; and
- (k) such other purposes as are permitted by Privacy Laws, in each case both within and outside NSW.

**“Personal Information”** means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

**“Privacy Laws”** means the privacy laws which apply to RTA from time to time, including the Privacy and Personal Information Protection Act 1998 (NSW) for so long as it applies to RTA and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RTA.

**“RTA”** means the Roads and Traffic Authority of New South Wales (ABN 64 480 155 255).

Other capitalised terms in this document have the meaning given in clause 10 of the RTA E-Toll Facility Terms and Conditions for the Avis Preferred Service.

Clause 11 of the RTA E-Toll Facility Terms and Conditions for the Avis Preferred Service applies to the interpretation of this document.

## PAI/PEB POLICY



W.T.H. PTY LIMITED TRADING AS “AVIS AUSTRALIA”

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

#### Combined Product Disclosure Statement and Policy Wording

This Policy is issued/insured by Chartis Australia Insurance Limited (Chartis), ABN 93 004 727 753, AFSL No 381686.

**Melbourne:** Level 12, 717 Bourke Street, Docklands VIC 3008

**Sydney:** Level 19, 2 Park Street, Sydney NSW 2000

**Brisbane:** 10 Eagle Street, Brisbane QLD 4000

**Perth:** 77 St. George's Terrace, Perth WA 6000

**T** 1300 030 886 (Australia wide)      **T** +61 3 9522 4000 (International)

**F** 1300 634 940 (Australia wide)      **F** +61 3 9522 4645 (International)

Website: [www.chartisinsurance.com.au](http://www.chartisinsurance.com.au)

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

**Date Prepared: 1 March 2011**

#### HOW THIS INSURANCE IS ARRANGED

This cover is provided under a Group Insurance Policy issued to W.T.H. Pty Ltd trading as Avis Australia (“Avis Australia”) by: Chartis Australia Insurance Limited (Chartis) ABN 93 004 727 753, AFSL No 381686. Level 12, 717 Bourke Street, Docklands VIC 3008.

Chartis issues/insures this product pursuant to an Australian Financial Services Licence (“ASFL”) granted to us by the Australian Securities and Investments Commission.

Chartis 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 Chartis or receive any commission or benefit from Chartis in purchasing this cover.

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## 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 Chartis 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

Chartis is a signatory to the General Insurance Code of Practice. This aims to raise the standards of practice and service in the insurance industry, improve the way the claims and complaints are handled and help people better understand how general insurance works. Information brochures on the Code are available on request.

### 7. DISPUTE RESOLUTION

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

If you have a complaint:

1. Contact Us on Our dedicated complaints line – 1800 339 669.
2. If Your complaint is not satisfactorily resolved You may request that the matter be reviewed by management by writing to:  
The Compliance Manager  
Chartis  
Level 12  
717 Bourke Street  
Docklands VIC 3008
3. 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.
4. If You are still not satisfied with the finding of the Committee, You may be able to take Your matter to an independent dispute resolution body, Financial Ombudsman Service (FOS). This external dispute resolution body can make decisions with which Chartis are obliged to comply. Contact details are:  
Financial Ombudsman Service  
Phone: 1300 78 08 08 (local call fee applies)  
Email: info@fos.org.au  
Internet: www.fos.org.au  
GPO Box 3, Melbourne, VIC 3001

### 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 Chartis Australia Insurance Limited (Chartis) ABN 93 004 727 753, AFSL 381686.

**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. RECURRENCE OF TEMPORARY TOTAL DISABLEMENT [WEEKLY INJURY BENEFIT]**

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

**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.

<b>CAPITAL SUM</b>	<b>\$75,000</b>
<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
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	
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**

<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
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**

<b>THE EVENTS</b>	<b>THE COMPENSATION</b>
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:

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

**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.