



## TERMS AND CONDITIONS AUSTRALIA

Effective 1 July 2018

The following documents are set out below:

- the Avis Terms and Conditions of Rental (**Rental Agreement**);
- the Avis Privacy Notice (**Avis Privacy Notice**) (*Annexure A*);
- the RMS E-Toll Facility Terms and Conditions for the Avis Preferred Service (**RMS Terms and Conditions**);
- the RMS Privacy Consent and Agreement for the Avis Preferred Service (**RMS Privacy Consent**) (*Annexure B*); and
- the AIG Personal Accident and Personal Effects Insurance combined Product Disclosure Statement and Policy (**AIG Policy**) (*Annexure C*).

(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 AIG Policy from time to time.
3. The Roads and Maritime Services ABN 76 236 371 088 (**RMS**) may change the RMS Terms and Conditions and the RMS Privacy Consent (together, the **RMS 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 RMS E-Toll Facility (**as defined in the RMS 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 RMS 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' and 'Excess Reduction' 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 RMS disclosing your information to entities located outside Australia for the purposes set out in the Avis Privacy Notice and the RMS Privacy Consent respectively, on the basis that neither Avis nor RMS 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

### TERMS AND CONDITIONS OF STANDARD RENTAL AGREEMENT

Effective 1 July 2018

#### OUR COMMITMENT TO YOU

The Avis Budget Group is a global car rental group servicing the car and truck rental needs of the leisure and business traveller. Within Australia, Avis operates in more than 180 corporate and licensee owned locations.

We are committed to providing quality service and value for money. In particular:

- we provide only current model vehicles; and
- our vehicles are serviced and maintained in accordance with manufacturers' recommendations.

Avis undertakes to transact its business:

- fairly, reasonably and honestly and to encourage its suppliers, agents and others to act fairly, reasonably and honestly; and
- with competence, care and prudence, ensuring due compliance with the Code.

#### CONSUMER RIGHTS STATEMENT

All Your rights set out in this Rental Agreement are in addition to Your rights as a consumer (**Your Consumer Rights**) under applicable consumer protection legislation, including the Australian Consumer Law.

Your Consumer Rights are not excluded, restricted or modified by this Rental Agreement. 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.

#### CODE

Avis is a member of the Australian Finance Industry Association – Fleet & Rental Division (**AFIA**). As a member of the AFIA, in addition to compliance with the Australian Consumer Law, Avis agrees to comply with the standards set out in the Code which applies to members of the AFIA whose business is the short-term daily hire of vehicles from fixed locations. Avis will, and will ensure that its officers and employees, uphold the minimum standards set out in the Code when providing services covered by the Code. A copy of the Code can be accessed at [www.afia.asn.au/s/Car-Rental-Conciliation-Code-of-Practice.pdf](http://www.afia.asn.au/s/Car-Rental-Conciliation-Code-of-Practice.pdf).

#### YOUR FEEDBACK

Avis welcomes 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).

If You have specific issues or concerns please email [customer.service@avis.com.au](mailto:customer.service@avis.com.au) or phone 1800 141 000. Issues are logged and assigned an enquiry number, which You can use as a reference. Issues raised are managed by an experienced team of company employees to ensure swift resolution.

Avis aims to resolve standard queries (not involving damage or insurance related issues) within 5 working days.

There are occasions, for example hail storms, flood events, and so on, which may result in multiple claims around the same time. In such circumstances we aim for as prompt a resolution as possible.

Damage or insurance related issues cannot be allocated a predetermined timeline because of the involvement of external parties over whom Avis has no time procedural control, but we aim for as prompt a resolution as possible.

#### 1 INTERPRETING YOUR RENTAL AGREEMENT

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, and is made up of that Rental Document and these Terms and Conditions. The Rental Agreement, Rental Document and these Terms and Conditions apply in addition to any representation made to You by Avis or Avis' employees.

By entering into the Rental Agreement, You also agree to be bound by the terms and conditions set out in:

- Avis' Privacy Notice (Annexure A)
- RMS E-toll Facility Terms and Conditions (Annexure B)
- AIG's Insurance Policy (if purchased and applicable) (Annexure C)

Fees and charges that Avis is entitled to charge without further consent from You other than signing the Rental Agreement are set out in the Pricing Schedule at Annexure D. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Document.

If you have pre-paid Your booking, You have also agreed to the Pre-Pay Terms and Conditions. To the extent of any inconsistency between this Rental Agreement and the Pre-Pay Terms and Conditions, the Pre-Pay Terms and Conditions prevail.

In these Terms and Conditions:

'**Accessory**' means any equipment set out in the Rental Document, including (as applicable) any global positioning system receiver or similar device or any child restraint, booster or similar equipment;

'**Account**' means the debit card, credit card or Avis charge account to which Rental Charges are to be debited;

'**Additional Driver Fee**' means the fee payable by You to Avis for the addition of an Authorised Driver aside from You;

'**Authorised Driver**' means You and any additional driver who is:

- Your spouse; or
- Your employer, employee, fellow employee or partner if it is disclosed by You to Avis that the Vehicle is rented for business purposes; or
- Added to the Rental as an additional authorised driver using the additional drivers form or Rental Document;

'**Australian Consumer Law**' means Schedule 2 to the *Competition and Consumer Act 2010*;

'**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;

'**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;

'**Code**' means the Australian Finance Industry Association Car Rental Code of Practice;

'**Collection Costs**' means Avis' reasonable costs of collecting unpaid Rental Charges from You;

'**Excess Amount**' means the amount shown as 'Excess Amount' on the Rental Document;

'**Excess Reduction**' means the product called 'Excess Reduction' that You may purchase before the rental commences to reduce any Excess Amount payable;

'**Fair wear and tear**' means fair wear and tear described in the Code under the annexure headed "AFIA Fair Wear and Tear Guide - Rental Vehicles" and does not include damage (as set out in that annexure);

'**Late Return Charge**' means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Avis under clause 6.1(a);

'**Loss Damage Waiver**' means the loss damage waiver described on the Rental Document as LDW which reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

'**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 (excluding hail damage) to the Vehicle during the Rental Period above the top of the door seal or the top of the front and back windscreens, or damage to third party property, caused by the Vehicle coming into contact with any thing overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

'**Rental Charges**' means the fees, costs, amounts and charges specified on the Rental Document and Pricing Schedule or payable under this 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;

**'Roadside Assistance Cover'** means the provision of the roadside assistance services described in clause 5.3 for the Roadside Assistance Cover fee specified in the Pricing Schedule;

**'Roadside Callout Fee'** means a charge for an individual roadside assistance callout event, as specified in the Pricing Schedule;

**'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 during the Rental Period 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 where Avis considers, acting reasonably, that the driver of the Vehicle is reasonably at fault for that damage;

**'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 unless the context requires otherwise; and

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

## 2 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 immediately prior to signing the Rental Document.

2.2 You are responsible for the acts and omissions of each Authorised Driver and any other person You or an Authorised Driver allows 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 or an Authorised Driver allows an unauthorised driver to drive the Vehicle and that unauthorised driver causes loss of or damage to the Vehicle or damage to the property of a third person.

2.3 To add an Authorised Driver, You must pay the Additional Driver Fee. The Authorised Driver must provide to Avis a copy of a licence confirming that the Authorised Driver is authorised to drive the Vehicle at the time the Rental Document is signed.

## 3 WHERE YOU CAN AND CANNOT DRIVE THE VEHICLE

3.1 You and any Authorised Driver must only use the Vehicle:

- (a) 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 and in Western Australia where it may only be used on graded, unsealed roads unless approved in writing);
- (b) In Western Australia You and any Authorised Driver must not use the vehicle off road (e.g. on a fire trail, beach, track, grassed area or to cross streams or any other body of water) unless You have authorisation from Avis in writing.

3.2 You and any Authorised Driver must not, unless authorised in writing by Avis, drive or take the Vehicle:

- (a) to Gove Peninsula or any island off the coast of Australia (including, but not limited to, Bruny Island, Fraser Island, Groote Eylandt, or the Tiwi Islands);
- (b) to Kangaroo Island; however, if so authorised, You and any Authorised Driver must not drive the Vehicle between dusk and dawn outside the town limits;
- (c) into or out of the Northern Territory, Western Australia or Tasmania;
- (d) 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;
- (e) in the snow (at any time and anywhere (including Tasmania));
- (f) above the snow line in:
  - (1) New South Wales (being Jindabyne); or
  - (2) Victoria (being Bright), from the beginning of June until the end of September;
- (g) on beaches or through streams, dams, rivers or flood waters;
- (h) in Western Australia:
  - (1) to any parts North of Carnarvon;
  - (2) on the Gibb River Road, Cape Leveque Road, Widdjana Gorge, Canning Stock Route, Gunbarrel Highway and Holland Track;
  - (3) beyond 100 kilometres of the Perth city limits between dusk and dawn; or
- (i) otherwise, outside any town or city limits between dusk and dawn; or
- (j) in the Northern Territory:
  - (1) on the Jim Jim Falls Road to Jim Jim Falls and Twin Falls; or
  - (2) outside any town or city limits between dusk and dawn.

## 4 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 and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;
- (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) provided it is reasonable in the circumstances to do so, 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 smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;
- (j) 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;
- (k) 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
- (l) not use the Vehicle in contravention of any law.

## 5 MAINTENANCE, SECURITY AND CLEANING

- 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, provided that Avis has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;
  - (b) keep the Vehicle locked when it is unattended and the keys under Your or the Authorised Driver's personal control at all times; and
  - (c) comply with all applicable seat belt and child restraint laws.
- 5.2 Avis will provide 24 hour roadside assistance for all inherent mechanical faults (as reasonably determined by Avis or its authorised repairer) at no additional cost provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(l), for minor infractions).
- 5.3 For each roadside assistance callout for a fault or incident caused by Your act or omission (including, but not limited to emergency refuelling (up to an amount required to reach the nearest petrol station), a tyre-related incident, lost keys, keys locked in vehicle, or a flat battery due to lights or other electrical equipment being left on), You will be charged the Roadside Callout Fee, unless You have purchased Roadside Assistance Cover.
- 5.4 Roadside Assistance Cover does not apply if the Vehicle has been used in breach of clauses 3 or 4.1 (save, in respect of clause 4.1(l), for minor infractions) or in respect of any additional amount(s) payable under clauses 8.3 and 8.6.
- 5.5 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 from the repairer to assist Avis. Avis will reimburse You for any repairs to the Vehicle authorised by Avis, provided that Avis can verify the cost of those repairs. To the extent that Avis cannot verify the cost of repairs, Avis will not reimburse You.
- 5.6 If You or another person has been smoking in the Vehicle during the Rental Period in breach of clause 4.1(i); You will be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Avis and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or smoke extraction.

## 6 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 unless You have informed Avis of a change prior to the return date and time and Avis has agreed to the change; 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 (unless clause 6.5(a) applies to You). 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. You will also be liable for any Rental Charges calculated under clause 6.3 or 6.4.
- 6.3 If You:
- (a) return the Vehicle at a later date or time than that shown on the Rental Document;
  - (b) return the Vehicle to a place other than that shown on the Rental Document; or
  - (c) do not comply with any special conditions set out in the 'Rates' section on the Rental Document,
- the rates shown on the Rental Document may not apply and You must pay the rate that is reasonable in the circumstances for the Vehicle for the Rental Period as well as the Late Return Charge.
- 6.4 If You return the Vehicle at an earlier date or time than agreed, the rates shown on the Rental Document will not apply and You must pay the rate that was applicable for the Vehicle for the Rental Period (which is likely to be higher than the rates shown on the Rental Document).

- 6.5 Avis may request the immediate return of the Vehicle, or Avis may recover the Vehicle without notice, if:
- (a) 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 the Vehicle or if a 'one-way fee' becomes payable by You;
  - (b) the Rental Period expires without satisfactory arrangements having been made by You with Avis; or
  - (c) Avis reasonably suspects that:
    - (1) the Vehicle may be used for an unlawful purpose;
    - (2) damage to the Vehicle, or injury to persons or property, is likely to occur; or
    - (3) the Vehicle will be involved in an industrial dispute.
- 6.6 If You do not return the Vehicle on the date and by the time shown on the Rental Document (or any extended date or time agreed with Avis) then:
- (a) after written notice to You and if the location of the Vehicle is unknown, Avis may report the Vehicle as stolen to the Police; and
  - (b) You must pay Avis all Rental Charges (including additional Rental Charges) and compensate Avis in accordance with clause 8 for any loss Avis suffers (including all reasonable additional costs Avis incurs in recovering the Vehicle) up to the time that the Vehicle is recovered by Avis.
- 6.7 If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any Authorised Driver) has caused the downtime of the Vehicle, You will be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle (or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime).

## 7 FUEL

- 7.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.
- 7.2 If You drive the Vehicle less than 120 kilometres during the Rental Period, You will be charged the Refuelling Service Fee per kilometre driven as set out in the Rental Document. Avis will waive the Refuelling Service Fee if You present a receipt indicating You have refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by Avis' visual inspection of the Vehicle's fuel gauge.
- 7.3 If:
- (a) You drive the Vehicle 120 or more kilometres during the Rental Period; and
  - (b) You do not select the 'Prepaid Fuel Option' in the Rental Document (where that option is available); and
  - (c) You return the Vehicle with less fuel in the Vehicle than the Vehicle had when You rented it,
- You must pay Avis the Fuel Service amount per litre as set out on the Rental Document. The Fuel Service amount reflects the cost of fuel per litre plus Avis' reasonable costs associated with arranging to fill the Vehicle with fuel.
- 7.4 For the purpose of clause 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, and the kilometres driven, however if a Fuel Service amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it.

## 8 LIABILITY FOR LOSS OR DAMAGE

- 8.1 The liability for damage to or loss of the vehicle during the Rental Period is divided between You and Avis as set out in this clause 8. Some of the risk will be covered by insurance, as set out in clause 9.
- 8.2 Avis is liable for any damage to or loss of the Vehicle that is our fault. This includes:
- (a) any failure on our part to properly maintain the vehicle; and
  - (b) loss or damage directly due to our negligence or wilful default.

- 8.3 You are liable to compensate Avis for any damage or loss that is Your fault or is attributable to Your use of the Vehicle. This includes:
- (a) damage or loss caused or contributed to by You;
  - (b) Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You drive the Vehicle into a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage to the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which damage is not attributable to fair wear and tear;
  - (c) You driving the vehicle in a manner that results in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water (including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers);
  - (d) damage to the Vehicle or to the property of any third party caused by a breach of clause 3, 4.1, 5.1 or 5.5 (save, in respect of clause 4.1(l), for minor infractions);
  - (e) damage to a tyre or an Accessory not attributable to normal wear and tear that is caused deliberately or recklessly by You.

For the purposes of paragraphs 8.3(a) to (e), any reference to You includes an Authorised Driver and any person You or the Authorised Driver allow to drive the Vehicle.

- 8.4 You are also liable for damage to third party property which is caused or contributed to by You or an Authorised Driver or any person You or the Authorised Driver allow to drive the Vehicle.
- 8.5 Where loss or damage is caused by a third party, You will not be liable provided You provide Avis with the details of the incident set out in clause 9.2(b) so that Avis can recover the amount of loss or damage from the third party.
- 8.6 Where the Vehicle is stolen and you have reported the Vehicle as stolen to the police immediately on becoming aware of the theft and provided Avis with a copy of the police report, You will be liable to compensate Avis up to the amount of the Loss Damage Waiver option on Your Rental Document plus the Excess Amount, as described in clause 9.1. If you fail to report the Vehicle as stolen to the police immediately on becoming aware of the theft, You will be liable to compensate Avis to the full value of the Vehicle at the start of the Rental Period.

## 9 INSURANCE AND LOSS DAMAGE WAIVER

- 9.1 If You are liable to compensate Avis, we will waive that liability 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:
    - (1) damage (including hail damage) to, or loss of, the Vehicle; or
    - (2) damage to the property of any third party which is caused by You or an Authorised Driver.
- 9.2 In the event of an unintended collision between the Vehicle and any other object, including another vehicle, during the Rental Period that results in damage to the Vehicle or to the property of any third party, Avis waives Your liability under clause 8.3 and will ensure that You are entitled to be indemnified under the Avis Insurance Policy, and Avis will refund You any Excess Amount You paid Avis, provided that, acting reasonably, Avis agrees that You or an Authorised Driver were not at fault and:
- (a) You or the Authorised Driver that was driving the Vehicle at the time of the event holds a current driver's licence;
  - (b) You have provided Avis with any details of the incident that Avis reasonably requests, including having made reasonable attempts to obtain:
    - (1) the name, residential address, contact phone and licence number of any person involved;
    - (2) the registration numbers of all vehicles involved;
    - (3) an accurate description of the incident and location; and
    - (4) the names of any attending police officers and the stations at which they are based; and
  - (c) You have supplied or Avis has established the name of the insurer of any third party You believe was at fault.

## 10 PAYMENT FOR LOSS OR DAMAGE

- 10.1 If You are required to pay an excess under clause 9.1(b), You authorise Avis to debit Your Account with the Excess Amount at the time of loss of, or damage to, the Vehicle provided that if Avis subsequently comes to a reasonable belief that the insurer of a third party will pay Avis for the loss or damage, Avis will, within a reasonable period of time of forming that belief, refund You the Excess Amount You paid under this clause.
- 10.2 For the purposes of this clause 10.2, 'Recovery Costs' means, in relation to the loss, of, or damage to, the Vehicle;
- (1) any appraisal fees actually and reasonably incurred;
  - (2) any towing, storage and recovery costs actually and reasonably incurred; and
  - (3) a reasonable administrative fee reflecting the cost of making arrangements for repairs and towing and other administrative activities.
- (b) If clause 8.3 or 9.1 applies, Avis will notify You of the Recovery Cost. You must pay to Avis, or You authorise Avis to 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 10.4.
  - (c) For the purposes of calculating any refund under clause 10.4, 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.
- 10.3 Where You are required to pay Avis under clause 8, the amount You must pay for any loss, damage, repair, cost or fee:
- (a) may be reasonably determined by Avis; and
  - (b) 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.
- 10.4 If the amount determined by Avis and paid by You under clause 10.2 exceeds the final cost of the loss, damage or repair, Avis will refund the difference to You within a reasonable period of time.
- 10.5 Avis will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation such as copies of the assessment, repair, towing and assessing invoices and photos of damage if Avis is required to provide these under the Code.
- 10.6 If You report the Vehicle as stolen to Avis and to the police in accordance with these terms, Avis will not debit Your Account for the Excess Amount until it reasonably believes that proper enquiries have been made with respect to the recovery of the Vehicle and Avis reasonably believes that the Vehicle will not be recovered.

## 11 GREENHOUSE INITIATIVE

- 11.1 If You make the optional contribution towards Avis' greenhouse initiative (**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 offsets from projects approved under the National Carbon Offset Standard 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 National Carbon Offset Standard, visit the Government's website at: [www.environment.gov.au/climate-change/carbon-neutral/ncos](http://www.environment.gov.au/climate-change/carbon-neutral/ncos)

## 12 CLAIMS AND PROCEEDINGS

- 12.1 Where the use of the Vehicle by You, or 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) 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, except to the extent that You or the Authorised Driver are required to provide a statement to the Police;
  - (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 or in the name of the Authorised Driver 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.
- 12.2 Avis will meet the reasonable out-of-pocket expenses of You or the Authorised Driver in complying with clause 12.1(e) or 12.1(f).
- 12.3 If You do not comply with clause 12.1(b), and Avis is unable to investigate the Incident in full due to this non-compliance, Avis will, if it is reasonable to do so, notify You of the amount of the Rental Charges and, if those charges are not disputed by You within 5 working days, then by these Terms and Conditions You authorise Avis to debit from Your Account all Rental Charges pending receipt of a report about the Incident made by You or the Authorised Driver (as the case may be).

### 13 PAYMENT

- 13.1 At the end of the Rental Period, You authorise the debit of Your Account by Avis to pay:
- (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;
  - (c) the replacement cost (as reasonably determined by Avis) for a lost or stolen Accessory;
  - (d) the Card Surcharge payable for the method of payment You chose to use for Your Account; and
  - (e) any amount which You reasonably owe to Avis under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise.
- Avis will provide to You clear information containing sufficient detail about any amount payable under this clause 13.1, including a clear justification with respect to the amounts charged and how these amounts have been calculated.
- 13.2 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 Avis reasonably determines that a Rental Charge should be adjusted, Avis will provide details to You if Avis has Your contact details.
- 13.3 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.
- 13.4 Distance charges (including the number of kilometres driven) are measured from the Vehicle's odometer.
- 13.5 Avis will notify You of all amounts payable to Avis under clause 13.1. You may dispute these amounts by contacting [customer.service@avis.com.au](mailto:customer.service@avis.com.au) within 5 working days of the notification being sent under this clause. You authorise Avis to charge and debit from Your Account all undisputed amounts payable to Avis under the Rental Agreement.
- 13.6 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take up to 7-10 business days for Your financial institution to release any amount which has been authorised by that institution at the request of Avis under clause 13.5 which is in excess of Your Rental Charges.
- 13.7 Avis will pay, within 14 days, any refund due to You by such method as Avis may reasonably choose.

- 13.8 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 and You authorise Avis to debit from Your Account:
- (a) 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
  - (b) on and as demanded, Avis' Collection Costs including interest on Avis' Collection Costs calculated in accordance with clause 13.8(a) from the date of demand.

Avis will notify You of all amounts payable to Avis under this clause 13.8. You may dispute these amounts by contacting [customer.service@avis.com.au](mailto:customer.service@avis.com.au) within 5 working days of the notification being sent under this clause. You authorise Avis to charge and debit from Your Account all undisputed amounts payable to Avis under this clause to Your Account.

### 14 TERMINATION

- 14.1 Either party may terminate the Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
- 14.2 You may terminate the Rental Agreement if Avis increases the Rental Charge specified in the Rental Document for a reason that is not due to an act or omission of You or the Authorised Driver.
- 14.3 Subject to clauses 6.2 to 6.6 (inclusive) and 13.3, You may terminate the Rental Agreement at any time by returning the Vehicle to Avis.

### 15 PROPERTY IN VEHICLE

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

### 16 PERSONAL PROPERTY SECURITIES LAW

- 16.1 The following terms have their respective meanings in the Personal Property Securities Act 2009 (Cth) ('PPSA') – financing statement, interested person, register, proceeds, security agreement and security interest.
- 16.2 You acknowledge that:
- (a) by renting the Vehicle from Avis, You may be granting a security interest in the Vehicle (and any proceeds) to Avis, and that this Rental Agreement may constitute a security agreement;
  - (b) any security interest arising under this Rental Agreement attaches to the Vehicle when You obtain possession of the Vehicle and not at any other time; and
  - (c) Avis may perfect its security interest by lodging a financing statement on the PPSA register.
- 16.3 Avis does not need to give You any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- 16.4 You must do anything reasonably required by Avis to enable Avis to register its security interest, with the priority it requires, and to maintain the registration.

### 17 DISPUTE RESOLUTION

- 17.1 Avis will use its best endeavours to respond to Your complaint within 15 business days of the date of receipt of the complaint, provided Avis has all necessary information and has been able to complete any investigation required.
- 17.2 If Avis cannot respond within 15 business days, it will let You know as soon as reasonably practicable (and within 15 days of receiving Your complaint) of the revised response date.
- 17.3 Your complaint will be reviewed by an Avis employee who:
- (a) has appropriate experience, knowledge and authority, and
  - (b) is different from the person or persons whose decision is the subject of the complaint.
- 17.4 Avis' response to the review of a customer's complaint will be in writing and will include:

- (a) the final decision in relation to the complaint;
  - (b) the reasons for that decision; and
  - (c) the right to take the dispute to external dispute conciliation.
- 17.5 If You do not accept the resolution of Your complaint through our internal dispute resolution process, You may refer the matter to the Australian Car Rental Conciliation Service (ACRCS) facilitated by lodging a complaint online at [www.carrentalconciliationau.com](http://www.carrentalconciliationau.com) or by calling toll free 1800 366 840.
- 17.6 Avis will participate in ACRCS process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. Avis will comply with any directions made by the ACRCS for the conduct of the conciliation. Avis will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.

## ANNEXURE A



## Privacy Notice

### 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, your representatives, one of our partner programs or a credit reporting body. We may also use electronic tools to monitor the location, usage and servicing of your vehicle, including your speed, time, fuel consumption, distances travelled and current and previous locations visited.

We are required or authorised to collect some personal information under laws such as the following State/Territory vehicle registration laws: Road Transport (Driver Licensing) Act (ACT), Road Transport Act (NSW), Motor Vehicles Act (NT), Transport Operations (Road Use Management) Act (QLD), Motor Vehicles Act (SA), Vehicle and Traffic Act (TAS), Road Safety Act (VIC) and Road Traffic Act (WA). If we are unable to collect your personal information, 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.

Where you provide us with personal information about someone else you must have their consent to provide their personal information to us based on this notice.

### 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 and vehicles;
- communicate with you regarding your vehicle, safety, arrangements with us and other matters;
- investigate, prevent and deal with fraud, unlawful activity and breaches of our agreement with you;
- 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, mail house and the other service providers described in our Privacy Policy);
- 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 or the payment of road and traffic tolls;
- 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 the Rental Document 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 body for some or all of the following reasons: to obtain a credit report about you; to allow the credit reporting body 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 may include information about payment defaults over 60 days in certain circumstances and other information as described in our Privacy Policy.

### 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: (a) recipients of your personal information outside Australia may not always comply with Australian privacy laws or similar obligations; (b) we will not be accountable for those recipients under the Privacy Act; (c) you may not be able

to seek redress under the Privacy Act; and (d) the recipients may be subject to foreign laws which might compel further disclosures of personal information (e.g. to government authorities)

## 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: PO Box 204 Mascot NSW 1460

By fax: 02 9353 9017

By telephone: 02 9353 9033

By email: [customer.service@avis.com.au](mailto:customer.service@avis.com.au)

Please see our Privacy Policy for further details about personal information we collect, what we do with it, where we send it, website privacy, the credit reporting bodies we use and your access, correction, complaint and opt-out rights in respect of information held by us and by credit reporting bodies.

Last updated 12 March 2014.

## ANNEXURE B



## RMS E-Toll Facility Terms and Conditions

Roads and Maritime Services (ABN 76 236 371 088 ) (RMS), through Avis as RMS' agent, offers an E-Toll Facility to You on these RMS Terms and Conditions.

By signing the Rental Document You accept, and agree to be bound by, these RMS Terms and Conditions.

### 1 Your E-Toll Facility

- (a) Your E-Toll Facility is provided by RMS to You to enable You to pay Tolls and Fees relating to the E-Toll System in accordance with these RMS 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 the Vehicle as part of the E-Toll Facility. The Tag is the property of RMS. 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 RMS under these RMS 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 RMS in connection with the use of Your E-Toll Facility:
  - (1) all Tolls (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road);
  - (2) the Service Fee for each calendar day on which the Vehicle incurs a Toll using Your E-Toll Facility;
  - (3) a Processing Fee in the circumstances described in clause 5(b);
  - (4) a Dishonour Fee in the circumstances described in clauses 3(c) and 3(f); and
  - (5) any other costs reasonably incurred by RMS in enforcing its rights under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.
- (b) You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions, RMS may refer that failure to a Credit Reporting Agency.

## 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:
  - (1) promise to RMS that You are authorised to use the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; and
  - (2) authorise RMS to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and Conditions.
- (b) RMS 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 RMS by a toll road operator.
- (c) If:
  - (1) there are insufficient funds available in the Nominated Card to meet Your payment obligations under these RMS Terms and Conditions; or
  - (2) a transaction on the Nominated Card is declined for any reason, save for:
    - (A) the negligence of, or wilful misconduct by, RMS or any of its officers, employees or agents; or
    - (B) an RMS systems error,You will be charged a Dishonour Fee by RMS 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 RMS with details for an alternative Nominated Card, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card, if:
  - (1) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
  - (2) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

### Payment by cash

- (e) If You have paid, or will pay, cash to rent the Vehicle and You have not otherwise provided a Nominated Card for the payment of Tolls and Fees:
  - (1) RMS will issue You one or more invoices recording all Tolls and Fees incurred or, where applicable, notified to RMS by a toll road operator. The invoice will be posted to Your nominated postal address; and
  - (2) You must pay all Tolls and Fees in Australian currency by cheque or money order in accordance with the instructions in the relevant invoice.
- (f) If You pay by cheque or money order and that cheque or money order is dishonoured by the issuer, You will be charged a Dishonour Fee by RMS and You may be charged fees, charges and interest by Your financial institution.

### Payment by Your RMS Charge Account Holder

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



#### 4 Errors in charging Tolls and Fees

- (a) If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Facility RMS may recover that amount from You provided that RMS has given You 10 days prior written notice of its intention to do so.
- (b) RMS will pay, within a reasonable time, any refund due to You in connection with Your E-Toll Facility by such method as RMS 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.myetoll.com.au/avis](http://www.myetoll.com.au/avis).
- (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 occurs:
  - (1) the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
  - (2) 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 RMS 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 RMS Terms and Conditions.
- (b) Unless agreed otherwise, if You, an Authorised Driver or Authorised Representative need to notify RMS 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.myetoll.com.au/avis](http://www.myetoll.com.au/avis) or You may call 13 18 65. Notification is effective only upon RMS' receipt of written confirmation.

#### 9 Definitions

In these RMS 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 RMS 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).

5 means the entire system relating to electronic tolling operated by RMS, 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 RMS Terms and Conditions.

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

**'Nominated Card'** means a valid credit card or debit 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 agreement entered into between You and Avis comprising the document titled 'Avis Terms and Conditions of Rental' and the Rental Document.

**'Rental Document'** means the document titled 'Rental Document' which You signed in respect of the Vehicle which You have rented from Avis.

**'RMS Charge Account'** means the charge account established by Your RMS Charge Account Holder with RMS.

**'RMS Terms and Conditions'** means these RMS E-Toll Facility Terms and Conditions.

**'Service Fee'** means the fee described as such in the Rental Document.

**'Tag'** means the RMS 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 RMS 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 RMS Terms and Conditions and with whom the Rental Agreement is made.

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

#### 10 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.

RMS 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, warranties and indemnities from You in relation to E-Toll Information collected from You and from third parties to

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

RMS' 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: <http://www.rta.nsw.gov.au/aboutus/privacy/index.html> or (02) 8588 4981.

## CONSENTS GIVEN BY YOU

1 In exchange for RMS 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 RMS 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; and
- 1.3 disclosure of E-Toll Information in online accounts accessible to any person with access to Your Agreement Number and surname.

## Promises made by You

2 You promise that:

- 2.1 prior to disclosing any information to RMS or Avis about an Individual, You have obtained their consent to the matters in clause 1; and
- 2.2 all information You provide to RMS 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 RMS in connection with the Rental Agreement.

'**Associated Contractors**' means RMS' suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

'**Authorised Information Recipient**' means RMS, 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.

'**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, Rental Agreement, Nominated Card, Avis Australia Charge Account, RMS 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 RMS or obtained by RMS from third parties.

'**Individual**' means any individual, including any Authorised Driver, Authorised Representative, Nominated Card Holder and Your RMS 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) RMS' 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 RMS 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 RMS 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 RMS from time to time, including the Privacy and Personal Information Protection Act 1998 (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS.

'**RMS**' means Roads and Maritime Services (ABN 76 236 371 088).

Other capitalised terms in this document have the meaning given in the RMS E-Toll Facility Terms and Conditions.

Clause 10 of the RMS E-Toll Facility Terms and Conditions applies to the interpretation of this document.

## ANNEXURE C



**Avis Australia Personal Accident Insurance (PAI) Personal Effects Insurance (PEI) Policy**

## Combined Product Disclosure Statement and Policy Wording

### HOW THIS INSURANCE IS ARRANGED

This Personal Accident Insurance ("PAI") and Personal Effects Insurance ("PEI") Policy ("**the/this Cover**") is provided under a Group Insurance Policy ("**Group Policy**") issued/insured to Avis Australia W.T.H. Pty Limited (ABN 15 000 165 855) ("**Avis**") by:

**AIG Australia Limited (AIG, we/us/our):**

**Level 19**

**2 Park Street**

**Sydney NSW 2000 Australia**

AIG issues/insures this product pursuant to an Australian Financial Services Licence ("**ASFL**") granted to us by the Australian Securities & Investments Commission ("**ASIC**"). AIG prepared this Product Disclosure Statement.

The Group Policy of Insurance issued to Avis provides benefits to Avis customers ("**you**") who purchase the Protection Package offered by Avis by which a Avis Customer purchase nil excess damage waivers with the Cover or excess reduction waivers with the Cover, or the Cover on a standalone basis ("**Protection Package**") and is not available for individual purchase or sale to retail clients without car rental.

For the purposes of this Cover Avis is a group purchasing body under ASIC **Class Order [CO 08/1]** and has arranged this Cover through the Group Policy of insurance issued to Avis by AIG. General Factual Information about the coverage is set out in the Product Disclosure Statement (“PDS”) below. Avis is not the issuer of the Cover and does not guarantee any benefits under the Group Policy. This means that any claim under the Cover will be covered and paid by AIG.

Avis is not authorised to provide any financial product advice in respect of the Cover. You may consider obtaining your own financial product advice about the Cover from a person who is able to give such advice under an Australian Financial Services Licence. If the Group Policy is terminated AIG will continue to meet the claims under the Cover specified in the PDS and the Policy Wording below provided you have purchased the Cover prior to termination of the Group Policy and the claim is made during the term of the Protection Package. Avis will give you prior notice if the Group Policy terminates but does not need to notify you if substantially similar cover applies or will apply for such duration (or remainder of the duration of the cover). If you are not provided with such notice Avis is liable to compensate you for any loss or damage you may suffer as a result of Avis’ failure to notify you. You can verify the status of the Cover by contacting AIG at 1300 030 886.

The contact details of Avis Australia W.T.H. Pty Limited ABN 15 000 165 855 are:

**Tower B, Level 1,  
197 Coward Street  
Mascot 2020  
New South Wales  
Australia**

**Phone: 1800 141 000**

**Email: customer.service@avis.com.au**

Avis does not act on behalf of AIG or receive any commission or benefit from AIG in purchasing this Cover.

Date prepared: 5th December 2017

### 1. What is the Product Disclosure Statement?

The Product Disclosure Statement (“PDS”) contains information about key benefits and significant features of the Personal Accident and Personal Effects Insurance under the Group Policy and which is included in the cost of the Protection Package.

The terms and conditions of this insurance are contained in the **Policy Wording**. Terms in bold in the PDS are defined in the Definitions Section of the policy wording.

### 2. Key Benefits

This Cover is provided under the Group Insurance Policy issued to Avis. 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 Wording**.

General Conditions also apply. These are located in the **Policy Wording**.

Age limits apply to this policy. To be eligible for cover under the Group 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 in the **Policy Wording**.

This document also contains important information about the rights and obligations of **Insured Persons** including information about Privacy and the General Insurance Code of Practice.

### 4. Costs

Avis pays AIG an annual premium to purchase a Group Insurance Policy which provides cover for Avis customers who purchase the Protection Package. 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. Notice of Claims should be made to AIG in accordance with the **Policy Wording** (including by telephone on 1800 331 013). In the event of a claim, an excess may apply.

Please refer to the **Policy Wording** for further details.

### 6. Code of Practice

AIG Australia Limited is signatory to the General Insurance Code of Practice (“Code”). The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

### 7. Dispute Resolution

#### How we will handle your complaint

We strive to provide an efficient, honest, fair and transparent standard of service at all times. We recognise that occasionally mistakes or misunderstandings can happen. If this is the case, we realise that you will want to let us know and may wish to make a complaint.

If you make a complaint we will make sure that your concerns are addressed as quickly as possible.

#### What should you do if you have a complaint?

You can register a complaint by telephoning us on 1800 339 669, lodging your complaint on our website, or by writing to:

**The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008**

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree a longer time frame with you.

### **What should you do if you are not happy with our response to your complaint?**

If you are not satisfied with our response to your complaint, you may wish to have the matter reviewed by our Internal Dispute Resolution Committee (“**Committee**”). The Committee is comprised of Senior Management of the company who have the experience and authority to decide on matters brought to the Committee.

If you wish to have your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

#### **The Chairperson IDRC**

**AIG Australia Limited**

**Level 12, 717 Bourke Street**

**Docklands VIC 3008**

A written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days of the date you advise us you wish to take your complaint to IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days.

If you are not satisfied with the finding of the Committee, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to take your matter to an independent dispute resolution body, the Financial Ombudsman Service (“**FOS**”). This external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

#### **Financial Ombudsman Service**

**GPO Box 3**

**Melbourne, VIC 3001**

**Tel: 1300 78 08 08 (local call fee applies)**

**Email: [info@fos.org.au](mailto:info@fos.org.au)**

**Internet: <http://www.fos.org.au>**

You should note that use of the FOS scheme does not preclude you from subsequently exercising any legal rights, which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within the FOS terms of reference, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be available to you.

## **8. Your Duty of Disclosure**

Before you enter into an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

### **If You Do Not Tell Us Something**

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## **9. Privacy Notice**

This notice sets out how AIG collects uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### **How we collect your personal information**

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

### **Why we collect your personal information**

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service and products and carry out research and analysis, including data analytics; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the *Insurance Contracts Act 1984* to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

### **To whom we disclose your personal information**

In the course of underwriting and administering your policy we may disclose your information to:

- your or our agents, entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- your or our agents, assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- entities to which AIG is related and third party providers for data analytics functions;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, Canada, Bermuda, United Kingdom, Ireland, Belgium, The Netherlands, Germany, France, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

### **Access to your personal information**

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the *Privacy Act 1988*, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### **Complaints**

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## Consent

If applicable, your application includes a consent that you and any other individuals you provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

## 10. Financial Claims Scheme

The protection provided under the Federal Government's Financial Claims Scheme (**the Scheme**) applies to this cover. In the unlikely event that AIG is unable to meet its obligations under the Cover; persons entitled to make a claim under the cover may be entitled to payment under the Scheme (access to the Scheme is subject to eligibility criteria). Information about the Scheme can be obtained from the APRA website at <https://www.fcs.gov.au>

## 11. Cooling off period

Once this cover has commenced you have a 15 day cooling off period within which you may cancel the coverage. To cancel the coverage during the cooling off period, please send AIG your written request to cancel your coverage. Where the coverage or Protection Package is to run for less than 15 days, you can only exercise your right to request cancellation within the actual period of coverage. You will receive a full refund less the value of any service provided or claims made under the cover.

However if you elect not to be covered, you will need to cancel the entire Protection Package.

## 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. (i.e. 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 PEI"), 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 PEI, 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.

**PEI** 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 Budget 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 AIG Australia Limited (AIG), ABN 93 004 727 753 AFSL 381686.

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

Capital Sum	\$75,000
The Events	The Compensation
<b>Injury as defined, resulting in:</b>	
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 ears	30%
	(b) one ear	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.	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
<b>Injury as defined, resulting in:</b>	
20. Temporary Total Disablement	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
<b>Injury as defined, resulting in:</b>	
21. Non Medicare Medical Expenses	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 PEI, 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 (PEI)

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

### 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 PEI").

### The Amounts Payable

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.

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 PEI, We will not pay under this Section of the Policy for claims arising directly or indirectly out of:

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

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 or participating as a professional in any sport.

### GENERAL CONDITIONS FOR PAI AND PEI

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) 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.
  - (b) Notice of claim can be made to Us:
    - (i) by phone on 1800 331 013, or
    - (ii) online through the claims lodgment section of our website at [www.aig.com.au](http://www.aig.com.au); or
    - (iii) by completing a claim form available on our website at [www.aig.com.au](http://www.aig.com.au) and submitting the completed claim form via email to [AUBrokerClaims@aig.com](mailto:AUBrokerClaims@aig.com)

For PAI claims complete the Accidental Injury Claim Form, for PEI complete the Travel Claim Form.
  - (c) 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.
  - (d) 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.
  - (e) 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.

- (f) For PEI 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.

## ANNEXURE D

### PRICING SCHEDULE

Fee	Rate	Clause
Late Return Charge	\$45.54 per day, in addition to the applicable daily rental rate for each day or part thereof that the return is delayed.	6.3
One Way Fee	A predetermined fee that appears on Your rental document or \$2.28 per kilometre.	6.2
Card Surcharge	1.29% Visa, MasterCard, American Express and Diners Club Card.	13.1(d)
Collection Costs	\$85.39 plus 10% per annum interest on outstanding rental charges.	13.8(b)
Recovery Costs	Determined by type of recovery.	10.2
Roadside Callout Fee	Determined by type of callout. Minimum \$198 per callout.	5.4
Extraordinary Cleaning Charge	\$28.50 administrative fee plus the cost of professional cleaning arranged by Avis.	5.7

Note: All Rental Charges and insurance charges, including Excess amounts and Loss Damage Waiver are as specified on Your Rental Agreement. Amounts indicated above are inclusive of GST and admin fees, with the exception of card surcharge.



**AVIS®**