



Your Platinum Card
worldwide annual travel insurance
benefits.

Avis Preferred Select Program and
Hertz #1 Club Gold enrolment conditions.



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Welcome to the Platinum Card travel insurance benefits.*

Your Platinum worldwide annual
travel insurance benefits:

Even by comprehensive standards,
they're comprehensive.

Your Platinum Card provides you and your family with one of the
most extensive travel insurance benefit packages available anywhere.

It doesn't matter where you are in the world or what you're doing.
The instant you feel things aren't going according to plan, just call us.

*Summary of Insurance Benefits

Medical assistance and expenses.

We find that the most effective treatment for an illness or accident abroad is to throw money at it.

With the Platinum Card, medical benefits for you and your family are generous to say the least. For example, you're protected for winter sports including skiing and snowboarding, and for most adventure sports.

If you do have to go into hospital, call us, and we'll arrange direct settlement of all your treatment fees: up to US\$/€2.5 million. As well as pay for those little, but important things which make your stay that bit more comfortable, like books, magazines and flowers.

If those aren't enough to make you feel better, just ask, and providing you were travelling alone, we'll arrange for the relative of your choice to come and visit you, with all their expenses paid up to US\$/€250 a night.

Even after you've been discharged from hospital, we won't stop looking after you. Perhaps the doctor has advised you not to travel. That's fine. You can stay in a comfortable hotel until you're well enough to return home, with your bill paid, of course.

Cancelling and cutting short your trip.

If you have to cancel your trip, some costs will inevitably be non-refundable.

Don't worry, we'll refund those.

What happens if you, or someone close to you, unexpectedly falls ill, or has an accident with only hours to spare before departure?

Airlines, hotels and cruise lines, for example, may not offer you a refund. So, if you do have to abandon, or postpone your trip, call us and we can help you.

For all those strictly non-refundable items, you'll be refunded as much as US\$/€10,000 per person.

Lost, stolen or damaged baggage.

Nothing can compensate for
the loss of personal belongings,
but this is a serious attempt.

However much you're entitled to for the loss or breakage of items of sentimental value, arguably it's never enough.

It's worth knowing, though, that if your baggage is damaged, stolen or simply goes missing, your Platinum Card travel insurance benefits entitle you to as much as US\$/€3,500 per person, with a single article limit up to US\$/€850.

Car rental insurance benefits.

Extra car rental insurances.

Just get used to saying
'No thanks'.

Loss damage waiver. Top-up liability. Excess reduction. Personal accident insurance. We've all been there, wondering whether or not to pay for these additional insurances.

As a Platinum Cardmember, you can politely decline them all, as they're already included in your travel insurance benefits (in fact, there isn't even an excess to pay with our policy).

Just to be clear, you can drive away in any car you like, with a maximum replacement value of US\$/€75,000, from any car rental company in the world.

And if someone's not taking 'No thanks' for an answer, don't hesitate to call us.

We'll happily tell them on your behalf.

Travel inconvenience.

With allowances like these, won't a small part of you be hoping your flight is delayed?

Of course, delayed and overbooked flights, and missed departures and connections are all highly inconvenient. However, after four hours have elapsed, they can actually become quite pleasurable.

If you're hungry, relax at the restaurant of your choice, with up to US\$/€250 per person to spend on your Card. Or, you might prefer to use this allowance towards any additional travel the delay may have necessitated.

Supposing it evolves into 'one of those journeys,' and your luggage fails to arrive at your destination when you do? After four hours, feel free to buy up to US\$/€500 of clothes per person on your Card. And another US\$/€500 worth if it still hasn't materialised after forty-eight hours.

It's not often that when things go wrong with a journey, you can still return feeling you haven't lost out.

Who can benefit?

Platinum Card travel insurance benefits are limited to yourself, your partner, your children, up to five Supplementary Cardmembers, their partners and their children.

Well, we had to draw the line somewhere.

While you're away, you and your family enjoy Platinum Card travel insurance benefits every day. You can travel as often as you like, anywhere in the world, for up to four months on any single trip.

Even if you, or any members of your family are over 80, you're still entitled to all Platinum Card travel insurance benefits, except medical expenses. The other instance where we're unable to accept a claim for medical expenses, is if it relates to a pre-existing medical condition.

By 'children', we mean those up to the age of 25. If you're a parent, you'll be pleased to know this means they are fully entitled to travel insurance benefits should they decide to go abroad for their gap year, and if we extend their protection to include decide to go abroad for their gap year, and if we extend their protection to include up to twelve months away.

How to claim.

If you need to claim, we'll do everything
in our power to help you.

The only thing we ask you to do is call us.

The moment you feel a situation has arisen which may lead to a claim on your
Platinum Card travel insurance benefits, please call your Platinum Service.


Or, in the case of a medical emergency, simply call the Emergency Medical
Assistance number.

PLATINUM SERVICE: +44 (0) 845 608 0845 and press option 2.

EMERGENCY MEDICAL ASSISTANCE: +44 (0) 845 456 6523.



Summary of
insurance benefits.



SUMMARY OF INSURANCE BENEFIT

IMPORTANT INFORMATION

This document is not a contract of insurance but summarises an insurance policy held by American Express Services Europe Limited which provides insurance benefits and coverage for the benefit of American Express Platinum Cardmembers.

The insurance policy is underwritten by ACE European Group Limited under policy number 51UK429031 and Inter Partner Assistance Direktion für Deutschland under policy number AXA A69000.

The policy provides insurance coverage for the benefit of American Express Cardmembers. The policy is held by American Express Services Europe Limited of Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX, UK, which is the only policyholder and only it has direct rights under the contract of insurance against the insurer. These rights are held for the benefit of (and in trust for) American Express Cardmembers. This document summarises the benefits available under the policy of insurance for American Express International Dollar or International Euro Currency Platinum Cardmembers; it does not give Cardmembers direct rights under the policy. Strict compliance with the terms and conditions of our policy is required if you are to receive a benefit.

Under the Financial Services Authority's Insurance Conduct of Business rules, Cardmembers will not be customers of ACE European Group Limited, Inter Partner Assistance Direktion für Deutschland or of American Express Services Europe Limited. The provision of these insurance benefits to Cardmembers falls outside regulation by the Financial Services Authority.

ELIGIBILITY

The benefits summarised in Platinum Card Travel Insurance Benefits (Section 1) in this document are dependent upon an American Express Platinum Card being issued, the Platinum Card account being valid and the account balance having been paid in accordance with the Card agreement at the time of any incident giving rise to a claim and upon the use of the American Express Card in Platinum Card Retail Insurance Benefits (Section 2). American Express Services Europe Limited will give you notice if there are any material changes to the policy or if it is cancelled or expires without renewal on equivalent terms.

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In an emergency or for medical assistance, please contact the Insurer on +44 (0) 845 456 6522. Please be ready to provide your Platinum Card number which should be used as your reference number.

For all other assistance and claims, please contact Platinum Service on +44 (0) 1273 576 454 or 1850 882024 within Ireland and press option 5.

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■ 1 PLATINUM CARD TRAVEL INSURANCE BENEFITS

IMPORTANT THINGS TO KNOW (ALL TRAVEL INSURANCE BENEFITS)

- 1) Please see General Definitions on Page 29. These words all have special meaning and appear in bold throughout this document.
- 2) **Who is entitled to Platinum Card Travel Insurance Benefits:** All Platinum Cardmembers including Supplementary Cardmembers and their Families including children under 25. In addition, all travel insurance benefits will apply to grandchildren under 25 when they are travelling with **You**.
- 3) **Age Limit for Medical Assistance and Expenses:** All Platinum Cardmembers including Supplementary Cardmembers and their Families must be under 80 throughout the **Trip** to receive medical assistance and expenses benefits. This is the only upper age limit that applies.
- 4) **Age Limit for Children:** Children must be under 25 on the first day of the **Trip**.
- 5) **Benefit Limits:** All limits are per person and valid while on a **Trip** (See General Definition for '**Trip**').
- 6) **Excess:** No excess will be applied to any of these Travel Insurance Benefits.
- 7) **Trip Length: Trips** can be up to 120 consecutive days or 240 days in a 12-month period (See General Definition for '**Trip**').
- 8) **Pre-existing Medical Conditions:** **You** will not be eligible for benefits if **You** were previously aware of **Your** condition (See Page 30 General Exclusions 11).
- 9) **Winter and Special Sports Information:** All benefits apply when participating in most adventurous and usual holiday sports, including winter sports. For example: canoeing, fishing, golf, horse riding, mountain-biking, parasailing, scuba-diving, skiing and snowboarding (including off-piste with a guide), tennis, water-skiing.
However, certain sports and activities are excluded. If **You** are going to take part in any sports which could be considered dangerous, please contact Platinum Service on +44 (0) 1273 576 454 or 1850 882024 within Ireland and press option 5.
- 10) **These Insurance Benefits are Secondary:** The **Insurer** will only pay amounts if they are not covered by other insurance, state benefits or other agreements. **You** must inform the **Insurer** of these and assist them in seeking reimbursement where appropriate.

MEDICAL ASSISTANCE AND EXPENSES

All Platinum Cardmembers including Supplementary Cardmembers and their Families must be under 80 throughout the **Trip** to receive medical assistance and expenses benefits.

If **You** have an accident or **You** are ill during **Your Trip**, contact the **Insurer** as soon as **You** can on +44 (0) 845 456 6522. By contacting the **Insurer**, they will, where possible, arrange everything necessary for **You** including seeing a doctor or other medical professional, admission to hospital and **Your** medical treatment. They will also pay for necessary expenses which have been approved by their Senior Medical Officer. When **You** have recovered sufficiently, if necessary the **Insurer** will arrange for **Your** travel home.

All costs must be approved in advance by the **Insurer**.

YOUR BENEFITS

- 1) **Medical treatment:** Up to US\$/€3,500,000 for necessary medical, surgical and hospital costs as a result of **You** becoming ill or being injured during **Your Trip**. In order for the **Insurer** to evaluate the facts of the medical situation, **You** must release **Your** treating physician and **Your** registered medical practitioners from their doctor/patient confidentiality.
- 2) **Transport to hospital:** Necessary costs for transporting or transferring **You** to the nearest adequately equipped hospital if free transport is not available.
- 3) **Your travel home after treatment:** The **Insurer** will arrange and pay for necessary costs including medical escort for **Your** journey home.
- 4) **Return home of Your travelling companions:** Economy flight or standard rail ticket if their original means of transportation home cannot be used.
- 5) **Dental treatment:** Up to US\$/€1,750 for emergency dental costs.
- 6) **Friend or relative to extend their stay during Your treatment:** Up to US\$/€250 a night towards their meals and accommodation costs until the **Insurer's** Senior Medical Officer advises that **You** no longer require further treatment on **Your Trip**.
- 7) **Friend or relative to visit You in hospital:** Economy flight or standard rail ticket and up to US\$/€250 a night (maximum 10 nights) towards meals and accommodation costs for a friend or relative visiting **You** in hospital or during **Your** recovery, if **You** are travelling alone. The benefit will cease when **You** return to **Your Country of Residence**.
- 8) **Hospital benefit:** US\$/€100 a night up to US\$/€1,000 while **You** are in hospital for items to make **Your** stay more comfortable.
- 9) **Extend Your stay following medical treatment:** Up to US\$/€250 a night (maximum 10 nights) towards meals and accommodation costs for **You** and one other person if the **Insurer's** Senior Medical Officer advises **You** to extend **Your** stay after **Your** treatment.

- 10) **Convalescence benefit:** Up to US\$/€500 a night (maximum 10 nights) towards registered nursing care and meals and accommodation costs if the **Insurer's** Senior Medical Officer advises it is necessary following **You** return home.
- 11) **Return home of Your children:** Reasonable travel expenses and up to US\$/€250 a night (maximum 3 nights) towards meals and accommodation costs for a friend or relative to collect and bring home **You** children if **You** are unable to care for them.
- 12) **Recovery of Your vehicle:** Economy flight or standard rail ticket and up to US\$/€250 a night (maximum 3 nights) towards meals and accommodation costs for a replacement driver to collect and bring home **You** vehicle if it is not possible for **You** or **Your travelling companions** to drive.
- 13) **Replacement colleague:** Economy flight or standard rail ticket for a colleague to replace **You** following **You** return home after **You** treatment or if **You** are unable to continue working on **Your Trip**.
- 14) **Reimbursement of any pre-paid winter sports hired equipment, lift passes or lessons:** Up to US\$/€1,000 if **You** have an accident or are ill during **Your Trip** and a registered medical practitioner advises **You** not to continue **You** winter sports activity.
- 15) **Search and rescue:** Up to US\$/€175,000 for **You** search and rescue costs.
- 16) **Funeral and burial expenses:** If **You** die whilst on a **Trip**, the **Insurer** will pay for either transportation of the remains home or up to US\$/€5,000 for local cremation or burial.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30. Specific Medical Assistance and Expenses Exclusions are as follows.

- 1) Costs not approved by the **Insurer's** Senior Medical Officer.
- 2) Treatment that the **Insurer's** Senior Medical Officer considers can be reasonably delayed until **You** return to **Your Country of Residence**.
- 3) Medical and dental treatment within **Your Country of Residence**.
- 4) Treatment that can be provided free or at a reduced cost by a state benefit provider or equivalent unless otherwise agreed by the **Insurer**.
- 5) Costs after the date the **Insurer's** Senior Medical Officer tells **You** that **You** should return home.
- 6) Costs where **You** have refused to follow the advice of the **Insurer's** Senior Medical Officer.
- 7) Treatment or costs incurred for cosmetic reasons unless the **Insurer's** Senior Medical Officer agrees that such treatment is necessary as a result of a medical emergency.
- 8) Treatment that was planned or that could have been reasonably foreseen before **Your Trip**.
- 9) Coffins or urns in excess of those which meet international airline standards.

CANCELLING, POSTPONING AND ABANDONING YOUR TRIP

YOUR BENEFITS

This benefit applies to the costs for **You** unused travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable, or where **You** are charged a fee to change them.

- 1) **You** will be paid up to US\$/€10,000 if **You** cancel, postpone, change or abandon **Your Trip**, due to:
 - a) **You**, or a person travelling with **You**, or a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying before **Your Trip**;
 - b) **Your Close Relative**, or a **Close Relative** of a person travelling with **You**, or a **Close Relative** of a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying before **Your Trip**;
 - c) **You** redundancy which qualifies for redundancy payments under current legislation;
 - d) **You** being called for jury service or being subpoenaed as a witness other than in a professional or advisory capacity;
 - e) unforeseen severe damage to **You** home or **You** business premises if the damage caused is likely to be more than US\$/€50,000;
 - f) theft at **You** home or **You** business premises that requires **You** presence by the police;
 - g) a delay of more than 12 hours on the outward leg of **Your Trip** as a result of industrial action, adverse weather, mechanical breakdown of public transport, or a transportation accident which means you no longer want to go on **Your Trip**. The period of delay is reduced to 6 hours for **Trips** less than 5 days.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30. Specific Cancelling, Postponing and Abandoning Your Trip Exclusions are as follows:

- 1) Cancellation claims arising directly or indirectly from circumstances known to **You** prior to booking **Your Trip**.
- 2) Cancellation claims arising directly or indirectly from circumstances known to **You** when **You** apply for **Your** American Express Platinum Card and any Cards on **You** Account.
- 3) Additional costs incurred if **You** fail to notify the providers of **You** travel, accommodation, excursions and leisure activities immediately it is necessary that **You** cancel **Your Trip**.
- 4) Claims where **You** are unable to supply a medical certificate from the appropriate medical practitioner, who is not a **Close Relative**, confirming the medical condition which made it necessary to cancel **Your Trip**.

CUTTING SHORT YOUR TRIP

YOUR BENEFITS

- 1) If **You** cut short **Your Trip**, **You** will be paid reasonable travel costs for **You** to return home, and to resume **Your Trip**, and up to US\$/€10,000 for the unused costs of **Your** travel, accommodation, excursions and leisure activities that have been paid for or pre-booked and are non-refundable, due to:
 - a) **You**, or a person travelling with **You**, or a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying before **Your Trip**;
 - b) **Your Close Relative**, or a **Close Relative** of a person travelling with **You**, or a **Close Relative** of a person **You** are visiting for the main purpose of **Your Trip**, having an accident, being taken ill or dying before **Your Trip**;
 - c) unforeseen severe damage to **Your** home or **Your** business premises if the damage caused is likely to be more than US\$/€50,000;
 - d) theft at **Your** home or **Your** business premises that requires **Your** presence by the police.
- 2) If as a result of the damage or theft at **Your** home or your business premises causing **You** to cut short **Your Trip**, **You** will be paid up to US\$/€500 for parts, labour and call out charges to render **Your** home safe and secure and avoid any further damage prior to **Your** return home.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30.
Specific Cutting Short Your Trip Exclusions are as follows:

- 1) Claims where **You** are unable to supply a medical certificate from the appropriate medical practitioner confirming the medical condition which made it necessary to cut short **Your Trip**.
- 2) Subsequent claims arising from the same fault or event where the original fault has not been properly repaired.
- 3) Costs if they are covered by **Your** home insurance.

PERSONAL BELONGINGS, MONEY AND TRAVEL DOCUMENTS

YOUR BENEFITS

This benefit applies to **Your** personal belongings which **You** take, purchase or hire while on **Your Trip**; **Your** money and travel documents provided that they are kept on **You** at all times, locked in a safe, or in a locked storage area of a vehicle.

- 1) If **Your** personal belongings, money and travel documents are lost, stolen or damaged, **You** will be paid up to:
 - a) US\$/€3,500 in total per **Trip**;
 - b) US\$/€850 for the current value or cost to repair any item, or any pair or set of items which are complimentary or used together;
 - c) US\$/€850 for money and travel documents limited to US\$/€100 for children under 16.
- 2) In an emergency the **Insurer** can advance **You** cash up to US\$/€3,500.
- 3) The **Insurer** will provide advice, assistance where possible and any shipment costs in replacing emergency items that are lost, stolen or damaged including glasses, contact lenses, prescriptions, and travel documents necessary for **You** to continue **Your Trip** or return home.
- 4) **You** will be paid any additional travel and accommodation costs, and consulate fees, necessary to replace travel documents for **You** to continue your **Trip**, or return home.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30.
Specific Personal Belongings, Money and Travel Documents Exclusions are as follows:

- 1) Normal wear and tear.
- 2) Lost, stolen or damaged personal belongings where **You** have failed to take sufficient care of them or have left them unsecured or outside **Your** reach.
- 3) Loss or theft not reported to the police or provider of **Your** transport or accommodation within 48 hours and a report obtained.
- 4) Damage to personal belongings whilst in the care of a transport provider which has not been reported within 48 hours and a report obtained.
- 5) Theft of or damage to vehicles or items in a vehicle where there is no evidence of break in.
- 6) Any documents other than travel documents.
- 7) Damage to fragile or brittle items.
- 8) Household goods.
- 9) Theft from a roof or boot luggage rack, other than theft of camping equipment.
- 10) In respect of money, any shortages due to errors and currency fluctuations.

CAR RENTAL BENEFITS – THEFT, DAMAGE AND LIABILITY

YOUR BENEFITS

- 1) These benefits only apply where the rental company allows **You** to decline the purchase of additional or optional insurances from the rental company.
- 2) These benefits will apply while on a **Trip**, for all drivers, up to a maximum of 5, named on **Your** rental agreement. Benefits only apply where the rental company allows **You** to decline the purchase of additional or optional insurances from the rental company.
- 3) If **Your** rental vehicle is stolen or damaged, the **Insurer** will pay any amounts **You** are responsible for under the rental agreement, including the excess. This will apply whether or not **You** are responsible for the accident. **You** will be paid no more than the value of the rental vehicle up to US\$/€75,000 in respect of any one accident or occurrence.
- 4) Following an accident involving **Your** rental vehicle, the **Insurer** will appoint a lawyer to control and be responsible for all legal proceedings.
- 5) If **You** are found legally liable for injuring another person or damaging their property, the **Insurer** will pay any related compensation and legal costs up to US\$/€750,000 (or US\$1,000,000 in the USA) arising directly or indirectly from one cause.
- 6) As a result of this benefit **You** do not need to purchase additional or optional insurances from the rental company which include:

Collision Damage Waiver (CDW)

Loss Damage Waiver (LDW)

Removal/reduction of excess (Super CDW/LDW)

Theft Protection (TP)

Top Up/Supplemental Liability (SLI)

Personal Accident (PA) (See Personal Accident benefit, Page 26)

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30. Specific Car Rental Benefits – Theft, Damage and Liability Exclusions are as follows:

The **Insurer** will only pay in excess of any insurance which is included in the rental agreement. **You** may have no more than one rental agreement at any one time.

- 1) Claims made against **You**, by **Your Family**, or any Cardmembers on **Your** Platinum Card Account and their **Families**, or any passenger, or anyone who works for **You**.
- 2) Claims made by **You**, against **Your Family**, or any Cardmembers on **Your** Platinum Card Account and their **Families**, or any passenger, or anyone who works for **You**.
- 3) Use of the rental vehicle outside the terms of the rental agreement.
- 4) Mopeds and motorbikes, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans.
- 5) Vehicles used off-road, in or in-training for, racing competitions, trials, rallies or speed testing.
- 6) Any fines and punitive damages.
- 7) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.

TRAVEL INCONVENIENCE

YOUR BENEFITS

All the following travel, refreshment and accommodation costs, and the purchase or hire of essential items must be charged to **Your** American Express Card while on a **Trip**. If **You** are not a Cardmember or not travelling with a Cardmember, another payment method may be used, but receipts must be kept.

- 1) **You** will be reimbursed up to US\$/€250 per person for additional travel, refreshment and accommodation costs prior to **Your** actual departure if:
 - a) **Missed departure**. **You** miss **Your** flight, train or ship due to an accident or breakdown of **Your** vehicle, or an accident, breakdown or cancellation of public transport and no alternative is made available within 4 hours of the published departure time;
 - b) **Delay, cancellation or overbooking**. **Your** flight, train or ship is delayed, cancelled, or overbooked and no alternative is made available within 4 hours of the published departure time;
 - c) **Missed connection**. **You** miss **Your** connecting flight, train or ship and no alternative is made available within 4 hours of the published departure time.
- 2) **You** will be reimbursed for the purchase or hire of essential items up to:
 - a) **Baggage delay**. US\$/€500 per person if **You** checked in baggage has not arrived at **Your** destination airport within 4 hours of **Your** arrival;
 - b) **Extended baggage delay**. An additional US\$/€500 per person if **You** checked in baggage has still not arrived at **Your** destination airport within 48 hours of **Your** arrival.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30. Specific Travel Inconvenience Exclusions are as follows:

- 1) Additional costs where the airline, train or ship operator has offered alternative travel arrangements and these have been refused.
- 2) Baggage delay or extended baggage delay on the final leg of **Your** return flight.
- 3) Under baggage delay and extended baggage delay, items that are not immediately necessary for **Your Trip**.
- 4) Failure to obtain a Property Irregularity Report from the relevant airline authorities of missing baggage at **Your** destination.
- 5) Where **You** voluntarily accept compensation from the airline in exchange for not travelling on an overbooked flight.

PERSONAL ACCIDENT

YOUR BENEFITS

This benefit applies to accidents caused by a sudden identifiable violent external event that happens by chance.

- 1) **You** will be paid US\$/€85,000 if **You** have an accident on **Your Trip** which within 365 days causes:
 - a) death;
 - b) the complete and permanent loss of use of any limb;
 - c) the entire and irrecoverable loss of **Your** sight, speech or hearing;
 - d) permanent disablement confirmed by the **Insurer's** Senior Medical Officer that has lasted for at least 12 months preventing **You** from continuing any occupation and where there is no reasonable chance of recovery.
- 2) The maximum amount that **You** will be paid is US\$/€85,000 per **Trip**.
- 3) The benefit amount for death is reduced to US\$/€15,000 for children under 16.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30.

LEGAL ASSISTANCE AND COMPENSATION

YOUR BENEFITS

- 1) Legal defence costs and compensation **You** are liable for; Following an accident on **Your Trip**, if a claim is made against **You** and **You** are found legally liable for injuring another person or damaging their property and possessions, the **Insurer** will pay:
 - a) legal defence costs up to US\$/€50,000;
 - b) compensation up to US\$/€1,750,000 arising directly or indirectly from one cause;
 - c) an economy flight or standard rail ticket if **You** have to attend a court.
- 2) Legal costs in pursuit of compensation; If **You** have an accident or **You** are ill during **Your Trip**, and decide to seek compensation, the **Insurer** will pay:
 - a) legal costs up to US\$/€50,000;
 - b) an economy flight or standard rail ticket if **You** have to attend a court.
- 3) Legal Proceedings; The **Insurer** will appoint a lawyer to control and be responsible for all legal proceedings.
- 4) Interpreter Fees; The **Insurer** will arrange and pay for an interpreter to assist in legal cases.
- 5) If legal proceedings are successful any legal costs and expenses are to be reimbursed as part of any financial awards received.

EXCLUSIONS

General Exclusions apply to all Travel Insurance Benefits. Please see Page 30. Specific Legal Assistance and Compensation Exclusions are as follows:

- 1) Any costs where **You** admit liability, negotiate, make any promise or agree any settlement.
- 2) Legal costs in pursuit of compensation where the **Insurer** thinks there is not a reasonable chance of **You** winning the case or achieving a reasonable settlement.
- 3) Claims made against **You**, by **Your Family**, or any Cardmembers on **Your** Platinum Card Account and their **Families**, or anyone who works for **You**.
- 4) Claims made by **You**, against **Your Family**, or any Cardmembers on **Your** Platinum Card Account and their **Families**, or anyone who works for **You**.
- 5) Claims made by **You** against **Us**, the **Insurer**, a travel agent, tour operator or carrier.
- 6) Liability as a result of damage to property and possessions which are under **Your** care or responsibility during **Your Trip**.
- 7) Liability **You** incur solely as a result of a contract **You** have entered into.
- 8) Claims caused directly or indirectly by ownership, possession or use of motorised vehicles, aircraft, watercraft, firearms or animals. (If **You** rent a car, **You** may be entitled to receive liability benefits. Please refer to Car Rental Benefits Page 9.)
- 9) Claims caused directly or indirectly in connection with land or buildings which **You** own or are using except as temporary holiday accommodation.
- 10) Claims arising directly or indirectly in connection with any business, profession or trade activity.
- 11) Any fines and punitive damages.
- 12) Costs relating to inquests, application for review of a judgment or legally binding decision.

GAP YEAR INSURANCE BENEFITS

YOUR BENEFITS

- 1) All of the Travel Insurance Benefits will apply to **Your** children under 25 while they are on a Gap Year between full time education and employment, between secondary and higher education, or when studying abroad.
- 2) The **Trip** length for the Gap Year will be extended to 365 consecutive days.

GENERAL DEFINITIONS

'Close Relative' means partner/spouse, married or unmarried, living at the same address; mother; mother-in-law; father; father-in-law; daughter; daughter-in-law; son; son-in-law; sister; sister-in-law; brother; brother-in-law; grandparent; grandchild; step-mother; step-father; step-sister; step-brother; aunt; uncle; niece; nephew.

'Country of Residence' means **Your** country of official residence to be substantiated by an official document.

'Family' means **Your** partner/spouse, married or unmarried, living at the same address as **You**, and children under 25 who are legally dependent on **You** including step-children, fostered or adopted children.

'Insurer' means:

ACE European Group Limited, ACE Building, 100 Leadenhall Street, London EC3A 3BP, authorised and regulated by the Financial Services Authority with registration number FRN 202803, under policy number 51UK429031, for Car Rental Benefits – Theft, Damage and Liability, Travel Inconvenience, Personal Accident and Legal Assistance and Compensation (Number 1).

Inter Partner Assistance Direktion für Deutschland, Bahnhofstr. 19, D-82166 Gräfelfing (by Munich) Germany, registration number HRB 98 866, a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, a Belgian company authorised by the Banking, Finance and Insurance Commission of Belgium, registration 0487, under policy number AXA A69000, for Medical Assistance and Expenses, Cancelling, Postponing and Abandoning Your Trip, Cutting Short Your Trip, Personal Belongings, Money and Travel Documents and Legal Assistance and Compensation (Number 2).

'Our/Us/We' means American Express Services Europe Limited.

'Trip' means a journey outside **Your Country of Residence**; or a journey within **Your Country of Residence** which must include a flight, or at least one night pre-booked accommodation away from home. **Trips** can be up to 120 consecutive days or up to 240 days during each 12-month period, but must commence and end in **Your Country of Residence**. The **Trip** length will be extended to 365 consecutive days for **Your** children under 25 on a Gap Year.

'You/Your' means UK American Express Platinum Cardmembers and their **Families**, and their Supplementary Cardmembers and their **Families**.

GENERAL EXCLUSIONS – WHAT IS NOT COVERED (ALL TRAVEL INSURANCE BENEFITS)

These Travel Insurance Benefits provide all the protection **You** could reasonably need when travelling. However, there are some exclusions. **You** will not be paid for claims directly or indirectly as a result of:

- 1) Not following the advice or instructions of the **Insurer** or their Senior Medical Officer.
- 2) Participating in special sports and activities. Please refer to Important Things to Know on Page 18.
- 3) Participating in or training for any professional sports.
- 4) Work-related accidents or accidents covered under any employment insurance policy.
- 5) Not taking reasonable care of yourself and **Your** personal belongings.
- 6) **Your** self inflicted injuries except when trying to save human life.
- 7) **Your** injuries caused by **Your** negligence or failure to follow the laws and regulations of the country where **You** are travelling.
- 8) **Your** phobias, emotional, mental or depressive illnesses of any type.
- 9) **Your** suicide or attempted suicide.
- 10) **Your** injuries or accidents which occur while under the influence of alcohol (above the local legal driving limit) or drugs unless prescribed by a registered medical practitioner.
- 11) Pre-existing medical conditions known to **You**, when **You** apply for **Your** American Express Platinum Card and any Cards on **Your** Account, or prior to booking **Your Trip**, whichever is the most recent, for which **You**:
 - a) have attended a hospital as an in-patient during the last 12 months;
 - b) are awaiting test results or on a waiting list for an operation, consultation or investigation;
 - c) have commenced or changed medication or treatment within the last three months;
 - d) require a medical, surgical or psychiatric check up every 12 months or more frequently;
 - e) have been given a terminal prognosis;
 - f) know of any reason, which may necessitate any **Trip** to be cancelled or cut short.
- 12) Pregnancy within 8 weeks of the estimated date of delivery.
- 13) Travelling against the advice of a registered medical practitioner.
- 14) Industrial action which has commenced or has been announced prior to booking **Your Trip**.
- 15) **Trips** in, or booked to, countries where a government agency has advised against travelling or which are officially under embargo by the United Nations.
- 16) Any fraudulent, dishonest or criminal act committed by **You**, or anyone with whom **You** are in collusion.
- 17) Confiscation or destruction of **Your** personal belongings by any Government, customs or public authority.
- 18) Terrorist activities except while on a public vehicle.
- 19) Declared or undeclared war or hostilities.
- 20) Actual or alleged exposure to biological, chemical, nuclear or radioactive material or

substance.

2 ASSISTANCE AND CLAIMS REQUIREMENTS

In order to report a claim or receive assistance call Platinum Services on +44 (0) 1273 576 454 or 1850 882024 within Ireland and press option 5 or in the case of a medical emergency +44 (0) 845 456 6522.

- 1) All claims and potential claims must be reported within 30 days.
- 2) All Medical Assistance and Expenses costs must be approved in advance by the **Insurer**.
- 3) The **Insurer** will only pay amounts if they are not covered by other insurance, state benefits or other agreements. **You** must inform the **Insurer** of these and assist them in seeking reimbursement where appropriate.
- 4) Interest will only be paid on claims if payment has been unreasonably delayed

PLATINUM CARD TRAVEL INSURANCE BENEFITS

BENEFIT	INFORMATION REQUIRED
General	<ul style="list-style-type: none"> • Your American Express Platinum Card Number • Proof that You were on a Trip • All documents must be original • Completed claim form when needed • The name of Your treating registered medical practitioner
Medical Assistance and Expenses	<ul style="list-style-type: none"> • Invoices and medical report detailing medical treatment and costs You have paid • Any unused tickets
Cancelling, Postponing and Abandoning Your Trip	<ul style="list-style-type: none"> • Approved medical certificates • Any unused tickets or Trip invoices • Evidence from the appropriate organisation detailing the cause and duration of the delay if You abandon Your Trip • Booking and cancellation invoices from providers of services • Independent documentation proving any non-medical reason for cancellation
Cutting Short Your Trip	<ul style="list-style-type: none"> • Approved medical certificates • Any unused tickets or Trip invoices • Invoices and receipts for costs You have paid • Independent documentation proving any non-medical reason for cutting short Your Trip
Personal Belongings, Money and Travel Documents	<ul style="list-style-type: none"> • Report from police or provider of accommodation or transport • Proof of ownership • Damaged personal belongings
Car Rental Benefits – Theft, Damage and Liability	<ul style="list-style-type: none"> • Rental agreement • Accident report • Approved medical certificates

BENEFIT	INFORMATION REQUIRED
Travel Inconvenience	<ul style="list-style-type: none"> • Travel ticket • Public transport operator's confirmation of delay, cancellation, missed connection or overbooking • Airline confirmation (Property Irregularity Report) including details of baggage return date • Proof of purchases made using Your American Express Card. If You are not a Cardmember or not travelling with a Cardmember, and an alternative payment method has been used, You will still need to provide proof of purchase • Evidence from the appropriate organisation detailing the cause of the delay if You miss Your departure
Personal Accident	<ul style="list-style-type: none"> • Evidence from the appropriate organisation detailing the accident • Approved medical reports
Legal Assistance and Compensation	<ul style="list-style-type: none"> • Relevant legal documents • Evidence of incident as appropriate

3 COMPLAINTS PROCEDURE

We aim to provide you with the highest level of service. However, if for some reason you are unhappy please let us know by calling Platinum Service on +44 (0) 1273 576 454 or 1850 882024 within Ireland and press option 5. If you are still not satisfied, or would prefer to put your concerns in writing, you can contact us, by writing to:

American Express Services Europe Limited
The Platinum Card
Department 68
Brighton
BN88 1AH.

Hertz '1 Club Gold® Enrolment Terms

By signing the Enrolment Form, You acknowledge and agree that:

1. You have received, read, understand and agree to the terms, conditions, disclosures and notices of the #1 Club Gold Enrolment Agreement. This Enrolment Agreement pertains to Hertz #1 Club Gold [Gold] rentals wherever Gold service is available as of 1 January 2006. Gold service is available in the United States, Canada, much of Europe, Israel, South Africa, Australia and New Zealand. One or more booklets setting forth the terms and conditions applicable to Gold rentals in all countries in which Gold service is available, and for which You enrol to rent with Gold, will be sent to You following acceptance by us of this Enrolment Agreement; however, if we have already sent You a current booklet covering rentals in certain countries, we may not send You a second copy of that booklet. You promise to read the booklet(s) carefully. Your making a rental using Gold will constitute Your acceptance of all terms and conditions specified in the booklet(s), including the General Provisions Applicable to All Hertz #1 Club Gold Rentals (the "General Provisions"), the Terms And Conditions Applicable to Rentals in the United States And Canada (the "North American Terms"), the Terms And Conditions Applicable to Rentals in Europe, Middle East And Africa (the "EMEA Terms"), the Terms And Conditions Applicable to Rentals in Australia, the Terms And Conditions Applicable to Rentals in New Zealand and the Company/Travel Agent Conditions Supplementary Terms and Conditions. If, after reading the booklet(s), You wish to change any of the selections on this Enrolment Form, You may do so in the manner described in section 2, below.

2. The submission of this Enrolment Agreement represents an offer by You. The Hertz company name of which appears on the front of this Enrolment Form (the "Enrolling Company") reserves the right not to accept this Enrolment Agreement without being required to provide any explanation. Acceptance of this Enrolment Agreement by the Enrolling Company will be given by written notice. You may from time to time update the information and change the selections on this Form by written notice to the Enrolling Company or through Hertz's Internet website, <http://www.hertz-europe.com>. This Enrolment Agreement, as modified to reflect any changes which You may make to Your elections on this form, is referred to as Your "Enrolment" for the countries covered hereby. If accepted by Hertz, this Enrolment Agreement will supersede any Enrolment Agreement submitted by You which was accepted by Hertz prior to acceptance of this Enrolment Agreement, with respect to those countries. The supply of the information requested on this Enrolment Form is voluntary. However, Hertz reserves the right to reject Your application for membership if You do not supply all of the information requested or for any other reason. See the General Provisions for information regarding our use of personal data.

3. When You rent a personal passenger motor vehicle (excluding trucks and vans), including all such vehicles parts (a "Car"), using Gold, the Hertz company or licensee providing the Car is called the "Renting Company". Your Enrolment, together with the terms and conditions in the aforementioned booklet(s) which are applicable to rentals in the country in which the rental commences (as modified by Hertz from time to time in the manner prescribed therein), the Rental Record or Rental Agreement which You receive at the commencement of the rental (including, in the case of a rental agreement, the preprinted general terms and conditions section thereof, if any), and any other documents which You are required to sign at the commencement of the rental will constitute the agreement between You and the Renting Company governing the rental. The identity of the Renting Company for each rental will appear on the Rental Record/Agreement for that rental. The Enrolling Company and the Renting Company are referred to collectively as "Hertz," "we" or "us".

4. The availability of Gold service at specific locations may change. Reservations made not less than two (2) hours in advance of proposed rental commencement are required for Gold rentals.

5. You represent that the information which You have provided on this Enrolment Agreement is true, correct and complete. Your selections on the Enrolment of Optional Services (where available) and Car class (subject to vehicle availability at the time You make the reservation) will apply to all rentals which You may make using Gold; provided, that for a specific rental which You make Your selections of Optional Services

and You may select a different car class in the manner provided in the Terms and Conditions applicable to the country in which the rental commences. Notice for rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrolment to obtain them. In such circumstances, the Rental Record/Agreement will indicate that You have declined to obtain such optional services, even though Your Enrolment agreement specifies that You wish to obtain them. You may be able to purchase such services at the commencement of the rental even when they are not available in advance.

6. You authorise Hertz to process all charges in any way incurred by You connected with a Gold rental against the first credit card listed on the front of this Enrolment Agreement (as such list may be modified from time to time in the manner described in section 2, opposite) which has available credit or funds, as the case may be, and which is accepted to qualify for rental at the rental location.

7. You promise to notify the Enrolling Company at once if Your Gold Card, Hertz Charge Card, #1 Club number or any of the credit cards listed in Your Enrolment are lost, stolen or invalidated, or if You suspect that any of them are being used without Your permission. Because of the nature of Hertz #1 Club Gold, You understand the urgency of this obligation.

8. As of 1 January 2006, the Gold membership fee is US\$50 for one year, which fee may be waived by Hertz. At any time during the year, You may notify the Enrolling Company in writing of Your desire to cancel Your Gold membership and obtain a refund of your paid membership fee for the remaining months of the year. Hertz reserves the right to cancel or suspend Your membership for any reason at any time, without notice. If Hertz cancels Your membership, it will refund to You a pro rata portion of the membership fee. You paid with respect to the period in which the cancellation occurs, unless cancellation occurs following Your failure to pay any sums payable by You to Hertz or any of our licensees, subsidiaries or other affiliates or Your violation of any of the terms of this Agreement or any other obligation owed by You to any Hertz company. If You return Your Gold card within thirty (30) days of receipt, and before renting a car using Gold, then You will receive a full refund of Your membership fee. Your membership will expire on the expiration date specified on Your Gold Card, or in the absence of such expiration date after 12 months from payment by You of such card, unless, in either case, Your membership is renewed or extended for an additional period of 12 months upon submission to You of any membership renewal fee notified to You by Hertz. Hertz reserves the right not to renew Your membership and will not be obliged to provide any explanation for not doing so.

9. THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO ANY CAR WHICH YOU RENT IN THE UNITED STATES OR CANADA USING GOLD. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS, EXCEPT AS STATED IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS. YOU ARE RESPONSIBLE FOR ALL LOSS OF OR DAMAGE TO THE CAR REGARDLESS OF FAULT. FOR RENTALS IN THE UNITED STATES AND CANADA, HERTZ OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER (LDW). IF YOU ACCEPT LDW, WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, SUBJECT TO CERTAIN RESTRICTIONS AND EXCLUSIONS WHICH ARE DISCUSSED IN PARAGRAPH 4(d), 4(e) AND 5 OF THE NORTH AMERICAN TERMS. IN THOSE STATES WHERE THE SALE OF LDW IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. AS OF 1 JANUARY 2006, THE CHARGE FOR LDW AT MOST GOLD LOCATIONS IN THE UNITED STATES OR CANADA IS US\$19.99 OR CAN\$19.99, RESPECTIVELY, FOR EACH FULL OR PARTIAL RENTAL DAY. HOWEVER, A SPECIAL, HIGHER LDW CHARGE OF US\$14.99 OR CAN\$14.99 FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE TO CERTAIN LUXURY CARS. ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOUR OWN RENTAL LIABILITY TO AN AUTHORISED OPERATOR (AER) COVERS ALL OR PART OF YOUR FINANCIAL (OR THAT OF THE AUTHORISED OPERATOR) FOR LOSS OR DAMAGE TO THE CAR.

10. NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF THIS LOSS DAMAGE WAIVER PRODUCT IS NOT MANDATORY AND MAY BE DECLINED.

11. THE INSURANCE COVERAGES OFFERED BY HERTZ MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY OR BY ANOTHER SOURCE OF COVERAGE. THE PURCHASE OF THESE KINDS OF COVERAGE IS NOT REQUIRED IN ORDER TO RENT A VEHICLE.

12. FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA, WARNING: FAILURE TO RETURN THE CAR IN ACCORDANCE WITH THE TERMS OF THE RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL.

13. Unless waived, a renter in Miami-Dade County must be furnished a county-approved visitor information map. These maps are available at all Hertz locations in Dade County. Each renter must either acknowledge receipt of such a map or waive his or her right to receive such a map. By signing the Enrolment Form, You hereby waive Your right to receive such a map.

14. NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 221:406(B). EVEN IF YOU ARE NOT A LOUISIANA UNINSURED DRIVER, THE PURCHASE OF LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.

15. Under Minnesota law, a personal automobile insurance policy issued in Minnesota must cover the rental of the motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this Enrolment Agreement is not necessary if your policy was issued in Minnesota.

16. FOR RENTALS COMMENCING IN TEXAS, YOU MAY NOT NEED THE

AUTOMOBILE INSURANCE OFFERED BY HERTZ. YOUR TEXAS AUTOMOBILE POLICY PROVIDES COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. AUTOMOBILE POLICIES ISSUED IN OTHER STATES OR COUNTRIES MAY ALSO DUPLICATE THIS COVERAGE. THE PURCHASE OF AUTOMOBILE RENTAL LIABILITY INSURANCE IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE USE OR PERMITTING THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF

THE LAW.

17. For rentals in Europe, Middle East and Africa (EMEA), Hertz offers a number of optional services each for an additional daily charge. If taken, Theft Protection (TP) will limit Your responsibility for loss of or damage to the Car; its parts or accessories, which is caused by theft, attempted theft or vandalism to the non-waivable excess stated on the Rental Record. If taken, Collision Damage Waiver (CDW) will limit Your responsibility for loss of or damage to the Car; its parts or accessories, other than caused by theft, attempted theft or vandalism. For each such incidence of loss or damage arising from a separate event, to the non-waivable excess stated on the Rental Record. If You take CDW and TP, You may also take Super Cover (SC), in which case You will receive the benefit of CDW and TP and Your liability for the excess in relation to both CDW and TP will be eliminated. SC is not available in some countries or for rentals attached to certain CPD numbers. If you choose SC and it is not available for Your rental, You will receive Super Collision Damage Waiver (SCDW), where available, and TP. If SCDW is also not available, You will receive CDW and TP. If You are given SCDW, You will receive the benefit of CDW and Your liability for the excess in relation to CDW will be eliminated (although You will remain liable for the excess in relation to TP). THE BENEFITS OF TP, CDW, SCDW AND SC MAY BE VOIDED WITH RESPECT TO A PARTICULAR RENTAL IF YOU USE THE CAR AS PROHIBITED UNDER PARAGRAPHS 2 AND 5 OF THE EMEA TERMS OR THE DAMAGE OR THEFT IS CAUSED INTENTIONALLY OR BY THE GROSS NEGLIGENCE OF YOU OR AN AUTHORISED DRIVER. Before deciding whether to purchase TP and/or CDW or SC, You should determine whether You have other insurance that affords You coverage for loss of or damage to the Car and, if so, what the terms of such coverage are (including any limitations and excesses). Personal Insurance/Personal Accident Insurance (PI/PAI) is available at an additional daily charge and provides certain benefits for You and Your passengers for accidental death. Depending upon the country in which the rental commences, PI/PAI may also provide benefits for permanent disability, certain injuries, medical and emergency expenses and/or damage to or theft of personal possessions (includes baggage) during the rental.

18. For rentals in Australia, Hertz will, subject to certain exceptions under the Rental Agreement, associated with Prohibited Uses, Prohibited People and Full Responsibility Uses, be responsible for any loss of or damage to the rental car except for the first AU\$22,500 (including GST). Accident Damages Excess (ADE) is such other amount specified on the Rental Agreement. An additional Accident Damage Excess of AU\$25,200 (including GST) applies to each instance of a Single Vehicle Accident or Water Damage other than by total or partial immersion. Optional Accident Excess Reduction is offered for AU\$25,200 (including GST) per full or partial rental day to reduce the standard ADE to AU\$15,000 or such other amount specified on the Rental Agreement (including GST). Optional Accident Excess Reduction Plus (AER PLUS) is offered for AU\$28 (including GST) per full or partial rental day. AER PLUS provides the same benefits as AER and also eliminates liability for tyre and/or windshield damage. The additional Single Vehicle Accident and Water Damages Excesses cannot be reduced through the purchase of AER or AER PLUS. Other Renter Protection Options are available at participating locations. For rentals in New Zealand, You are liable for the first NZ\$20,000 (NZ\$25,000 for vehicle groups H, J, K, L & M) or any other amount as shown on the Rental Agreement (plus GST) of any loss or damage to the rental vehicle referred to in the insurance cover specified in clause 10 of the Terms & Conditions applicable to Gold rentals in New Zealand. This does not apply to damage or loss resulting from fire or theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 by payment of the optional Accident Excess Reduction of NZ\$20 per day (NZ\$25.00 per day for vehicle groups H, J, K, L & M), plus GST. All rates, excess, and reduction amounts are stated as of 1 January 2006. Subject to change without notice and may vary with rate and vehicle options.

Avis Preferred Enrolment Terms and Conditions

By signing the Membership Form, you acknowledge and agree to be bound by the following Terms and Conditions:

Definitions

- "Avis" means Avis Europe plc
- "Avis Licensee" means the company operating the Avis Rent A Car System in the location in which you take possession of a rental vehicle
- "Avis Preferred Rental Agreement" means a separate rental agreement between you and an Avis Licensee, which incorporates the Avis Preferred Rental Terms and Conditions
- "Avis Preferred Rental Terms and Conditions" means the terms and conditions that Avis will send you with your membership card
- "Membership Form" means the application form on the reverse of these terms and conditions
- "you" and "your" refer to the person whose name is entered in the Membership Form

Your Avis Preferred membership

1 On acceptance by Avis of your Membership Form these Terms and Conditions shall apply to your membership of Avis Preferred. These Terms and Conditions will be governed by and construed in accordance with the laws of England, and you hereby submit to the exclusive jurisdiction of the English courts.

2 If Avis accepts you as a member of Avis Preferred, Avis will send you an Avis Preferred membership card, along with the Avis Preferred Rental Terms and Conditions. You acknowledge and agree that you will read those terms and conditions, and that you signing the back of your membership card will signify your acceptance to the Avis Preferred Rental Terms and Conditions.

Your Avis Preferred rentals

3 Each time an Avis Licensee gives you possession of a vehicle that you have booked as an Avis Preferred rental, you will automatically enter into an Avis Preferred Rental Agreement with that Avis Licensee (which will be subject to the laws of the country in which you receive the Vehicle), without having to physically sign a rental agreement. Each Avis Preferred Rental Agreement will incorporate the Avis Preferred Rental Terms and Conditions (as amended from time to time).

4 The locations where Avis Preferred is available may change from time to time without notice. You may obtain a current list of the specific Avis locations participating in the programme at www.avis.co.uk. You will be required to follow standard Avis rental procedures at locations not offering Avis Preferred at the time of rental.

E-Billing

5(a) Unless you have requested not to be invoiced electronically, Avis Licensees may issue invoices in respect of any Avis Preferred Rental Agreement electronically or otherwise, and you hereby agree to receive and pay such invoices.

(b) Avis Licensees may, at their option and on notice to you, decide to cease issuing electronic invoices or vary any aspect of the electronic invoices to be issued and the method of delivery. The current practice of Avis Licensees at the date of these Terms and Conditions is to issue invoices electronically by sending invoices to your email address as specified in the Membership Form or as subsequently notified by you. Electronic invoices will be paid at the conclusion of the relevant rental.

(c) Where an electronic invoice is provided in respect of a particular rental, no paper invoice will be provided.

(d) You will be responsible for verifying all electronic invoices in accordance with the instructions provided with each invoice.

Your details

6 You represent and warrant that the information provided by you on the Membership Form is true, accurate and complete, and undertake to notify Avis of any changes to any of that information, including any changes relating to your driving licence or credit, debit or charge card details. You may notify Avis of any changes by updating your personal profile on the Avis website. If at any time any such information is not true, accurate or complete in any respect Avis may immediately terminate your membership of Avis Preferred with or without notice and/or any Avis Licensee may immediately terminate any Avis Preferred Rental Agreement with or without notice. You further agree

to indemnify and hold Avis and all Avis Licensees harmless from any loss, liability or expense arising out of any failure to so maintain the truth, accuracy or completeness of such information.

7 You agree to keep secure your Avis Preferred Customer Number and password, and the email account specified on the Membership Form or subsequently updated by you.

8 You acknowledge that a relatively low level of authentication, based on your email address and Customer Number (if any), is required in order to sign up to Avis Preferred, and to make rental reservations in your name. Such a level of authentication carries with it the risk that your identity may be used fraudulently by third parties should they gain access to your email account, Customer Number and/or password. This may result in your credit card being used fraudulently to make rental reservations.

Data Protection

9 (a) Avis and Avis Licensees may from time to time send you promotional materials setting out details of Avis services and offers from other companies which Avis believes may be of interest unless you have opted not to be contacted in this way. Any such promotional materials will be sent by Avis or Avis Licensees. Avis will never release your personal details for marketing purposes to any company that is not a member of the Avis Rent A Car System.

(b) Avis maintains a record of your personal information to assist in the operation of our business. We operate as part of the Avis Rent A Car System and from time to time we may share the information provided with other companies (located inside and outside Europe) within the system for transaction processing purposes.

(c) Avis will maintain electronic records of all rental agreements and other transactions that you enter into with Avis.

(d) You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. For details on how to do any of these things, please refer to our privacy policy at [insert website address including page name]

(e) Avis may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.

(f) Your personal information will be controlled primarily by Avis Europe plc, whose registered office is at Avis House, Park Road, Bracknell, RG12 2EW, United Kingdom.

Miscellaneous

10 You agree that the entry into these Terms and Conditions, and all communications relating to Avis Preferred Rental Agreements (including reservation confirmations), by way of electronic communication (including email and telephone) will comply with all written evidence rules (to the extent they are applicable). Avis will be entitled to rely on its electronic records to prove the contents of the agreements you will enter into with Avis and Avis Licensees, even if this requires deviation from any applicable written evidence rules.

11 Avis shall have the right to vary these Terms and Conditions from time to time on notice to you by way of notification on the Avis website at www.avis.co.uk. The latest version of these Terms and Conditions will be made available on the Avis website at www.avis.co.uk. If Avis varies these Terms and Conditions in such a way as to significantly vary your benefits or obligations, Avis will notify you of such changes by email to the address specified in the Membership Form or subsequently notified to Avis. Unless you give Avis written notice to the contrary within 30 days of notice from Avis, you will be deemed to have accepted such variation.

12 Avis and you shall each have the right at its and your discretion to terminate your membership of Avis Preferred at any time upon notice to the other party. In the event of your material breach of any of these Terms and Conditions and/or any Avis Preferred Rental Agreement, Avis may immediately terminate your membership of Avis Preferred without notice.

