

Payment—Benefits under the Warranty Agreement are not effective unless all payments due have been paid prior to signing the rental.

Termination of the Warranty—Termination of the Agreement will not affect a claim for loss which occurs while the Agreement is in force.

Transfer of Agreement—Benefits under the Agreement cannot be transferred by the Renter to anyone else.

Early Return— In the event you return the rental before the expected return date there is no refund of unearned premium.

WHAT TO DO IN THE CASE OF ACCIDENT

- a. If possible, call the rental car company immediately.
- b. Call the police immediately as you must have a police report for proof of loss.
- c. If the damage occurs on private property, and the police do not come to the occurrence, you must immediately go to the nearest police station and make a police report.
- d. When you return the damaged car to the rental car company you will need to provide all the necessary information required by filling out the R35K Claim Packet.
- e. Cooperate with the rental car company so and the insurance carrier so the claim can be handled, or you will be held responsible for the damage.
- f. If you are leaving the area, give the rental car company a phone number where you can be reached after the fact if the adjuster needs to get your permission to pay the claim.

Write down a description of what happened here!

Other Drive's Info:

Name: _____

Address: _____

City: _____

State: _____ **Phone:** _____

Did anyone see the accident?

Name:
Phone:
Name:
Phone:
Name:
Phone:

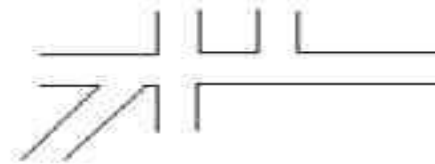
Police Called? _____ (Yes or No)

Report Number: _____

Officer's Name: _____

Badge Number: _____

Diagram of the Accident



In the diagram show the relationship of the roadways and vehicles at the time of the accident. Mark your vehicle #1 and all others as #2, #3 etc. Please indicate north with an arrow.



Renter's \$35k Collision

Coverage Limit \$35,000

This document describes the benefits and basic provisions of the agreement. Read it with care. The Agreement is the only contract under which benefits are paid.

PLEASE READ THIS DOCUMENT CAREFULLY

RENTER'S COLLISION PROTECTION COVERAGE

Underwritten by
Cocci Rental c/o
Car Rental Association Inc.
P.O. Box 15236
Surfside Beach, SC 29587

This is a brief description of the benefits available under the Agreement. The Agreement contains reductions, limitations, exclusions, and termination provisions. Full details of the benefits are contained in the Agreement. If there are any conflicts between this document and the Agreement, the warranty agreement shall govern.

Available in all 50 United States.

DEFINITIONS

Diminished Value means the actual or perceived reduction in market or resale value that results from a loss.

Exotic Vehicle(s) include; Acura NSX, Alfa Romeo, 4C Alfa Romeo 8C, Ariel Atom, Aston Martin, Audi R8, Audi TT, BMW M3, BMW M5, BMW Z3, Bugatti Veyron, Caterham Seven, Chevrolet Corvette, Ferrari, Ford Puma, Jaguar F type, Koenigsegg, KTM, Lamborghini, Lotus, Maserati, McLaren, Mercedes SLK and SLS models, Nissan GTR, Noble M600, Pagani, Porsche 911 Porsche 918 Porsche 959 Porsche Boxster Porsche Carrera GT, Porsche Cayman, Toyota Supra.

R\$35K is not available on campers, trailers, all-terrain vehicles, dune buggies, motor bikes, motorcycles, recreational vehicles, **exotic vehicles**, trucks requiring a CDL license or any passenger vehicle in excess of 15 passengers, or vehicles damaged from off the road use or on undedicated Roads.

Renter means a person who:

- A. is the person that has signed the rental contract, as well as any additional authorized renters and all are listed on the Renter's \$35K receipt,
- B. completes any required enrollment form,
- C. for whom remuneration has been paid, and
- D. while covered under this Agreement.

Rental Return Date means the return date listed on the car rental agreement.

Additional renter means persons who are authorized drivers and listed on the car rental contract and on the Renter's \$35k receipt.

Rental period means a period of travel; the **Rental period** has defined departure and return dates specified when the benefit applies; the **Rental period** does not exceed 28 days.

Participating Organization means an organization: Which elects to offer this benefit under the Agreement by completing Participation Organization Application (sales agreement) that has been accepted by the Company, (rental car company) which remits the required remuneration, when due, and while benefits through the participating organization is available under the Agreement.

EFFECTIVE DATE Benefits will take effect on the date the rental agreement has been signed (**Rental Start Date**) provided the required remuneration has been paid on (or before) the rental agreement has been signed.

TERMINATION DATE A **Renter's** coverage will end when the car is returned on or before the **Rental Return Date** or at 11:59 PM on the **Rental Return Date**. If the car is not returned as specified on the rental agreement and the rental period has not been extended by the **Renter**.

RENTER'S \$35K PROTECTION

The Company will pay this benefit up to a maximum of \$35,000 subject to a \$500 deductible. Benefits do not apply in states where the sale of this Agreement is prohibited by law. If the **Renter** rents a car from the **Participating Organization** and the car is returned damaged due to collision, **The Company** will indemnify the renter or their assignees for damages sustained by the **Participating Organization** in accordance with the **Participating Organization Addendum. (Rental Contract)**. Coverage is provided to **the Renter and Additional Renters providing the Renter and the Additional Renters are licensed drivers and are listed on the rental contract**, as well as the receipt of purchase. This benefit is primary to other forms of insurance or indemnity.

EXCLUSIONS:

Coverage is not provided, in whole or in part, for any loss due to:

Overhead damage, tire or wheel damage or windshield damage, unless these damages were a result of an actual collision.

War or act of war, whether declared or not, civil commotion, insurrection, or riot.

Participation in contests of speed, motor sport or motor racing including training or practice for the same.

Any unlawful acts committed by the **Renter**, Immediate Family Member, or **Additional Renter** whether benefits are provided or not.

Suicide, attempted suicide, or intentionally self-inflicted injury (or any attempt at intentionally self-inflicted injury).

Military duty or police or fire service.

A rental for which the rental agreement **does not contain specific dates of return.**

A rental for which the customer agrees to purchase any Collision Damage Waiver

Any government regulation or prohibition.

Damage sustained while committing or attempting to commit a crime.

Driving under the influence of alcohol.

Being under the influence of drugs or intoxicants (unless prescribed by a physician).

Any obligation the **Renter** or **Additional Renter** assumes under any agreement.

Any loss which occurs if the **Renter** or **Additional Renter**

Renter is in violation of the rental agreement.

Failure to report the loss to the proper state and local authorities, the rental car company.

Damage to any other vehicle, structure, or person as a result of a covered loss. Injury of anyone or damage to anything inside or outside the rental vehicle.

Loss or theft of personal belongings.

Depreciation of the rental vehicle caused by loss or damage including (but not limited to) **diminished value**,

wear and tear, gradual deterioration, mechanical breakdown, items not installed by the original manufacturer or bodily injury.

IN THE EVENT OF LOSS: The **Renter** must:

1. Take all reasonable, necessary steps to protect the vehicle and prevent further damage.
2. Report the loss to the appropriate local authorities and the rental company as soon as possible.
3. Obtain all information on any other party involved in an accident such as name, address, insurance information, and driver's license number.
4. Provide the Company all documentation such as the rental agreement, police report and damage estimate.

PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim:

- 1) The **Renter** must **FIRST** call rental location and report the accident to them.
- 2) **Return to the rental agency and fill out the required claim forms.**
- 3) Send the completed forms to:

Cottingham Butler Claims Service C/O
Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29587
liabilitynewclaims@cbcscclaims.com and
claims@carrentalassociation.com

Claims Procedures: Proof of Loss: The claim forms must be sent back Car Rental Association, Inc no more than 30 days after a covered loss occurs or ends (or as soon after that as is reasonably possible). All claims under this Warranty must be submitted no later than one year after the date of loss or as reasonably possible.

If the **rental car company** has not provided claim forms within 15 days after the notice of claim, other proofs of loss should be sent to **Car Rental Association** by the date claim forms would be due. The proof of loss should include written proof of the occurrence, type and amount of loss, the **Renter's** name, and the rental car company. **Concealment or Fraud—The Company** does not provide coverage for the **Renter** if the **Renter** has misrepresented or concealed any material facts, relating to the rental contract or claim.

Legal Actions—No one may sue for benefits less than 60 days after due proof of loss is submitted nor more than 3 years (or the minimum period permitted by state law, (if greater) after the date claim forms are due.