## **Damage Waiver:**

## LOSS DAMAGE WAIVER

Loss Damage Waiver ("LDW") is not insurance and is not mandatory. Suppose you accept full LDW by your initials on the rental document at the additional daily rate for each full or partial day the car is rented to you. The vehicle is operated in accordance with the Agreement. In that case, we assume responsibility for the loss of or damage to the car except, if permitted by law, for lost, damaged, or stolen keys or remote entry devices, towing or tire services, unless related to an accident, or recovery of the car if stolen (except in the state of Alaska) and except for your amount of "responsibility," if any, specified on the rental document. If you do not accept either LDW, you owe for all loss or damage to the car. Loss and damage are described in the Rental Agreement. You acknowledge you have been advised that your insurance may cover the car's loss or damage. You also acknowledge reading the notice on loss damage shown on the rental document, in these Terms and Conditions, or a separate notice form.

Notices About Loss Damage Waiver (LDW)

The following section meets specific state requirements for disclosure.

California, Iowa, Indiana, Louisiana, Hawaii, Massachusetts, Minnesota, New York, Nevada, Rhode Island, and Texas; Consumer Protection: Under the laws of these states, a personal automobile insurance policy MUST cover the rental of this motor vehicle against damage to the vehicle and loss of use of the vehicle. Therefore, purchasing any loss damage waiver or insurance for the risk of possible loss or damage to the car covered by the Agreement is NOT necessary if your Policy was issued in one of these states. You should check your vehicle insurance policy to review if the purchase of LDW would be duplicative of coverage afforded under your vehicle insurance policy.

## NOTICE OF RIGHT TO INSPECT DAMAGE

If the car is damaged, we may not collect any amount for the damage unless you, or an authorized driver against whom we claim liability, have been promptly notified of your and your Insurers' right to inspect the unrepaired car within two working days after we were notified of the damage. If you request, we must also give you a copy of any estimate we have obtained from a repair shop regarding any damage claim. Within two working days of receiving the estimates, you may request a second estimate from a competing repair shop, and we must give you a copy of the second estimate.