

Damage Protection Plans – In detail

Select Luxury Rentals make protection plans available for guests to purchase to limit their out-of-pocket cost for damage to your rental vehicle. These plans are not insurance. They're a contract that sets forth your level of responsibility if there's on-trip eligible Physical Damage to your vehicle. In some cases, Select Luxury Rentals may limit the plans available to you due to your age, trip details, vehicle type, or other factors. Protection plans include other benefits, such as access to basic roadside assistance.

Guest responsibilities

As the primary Guest, you're responsible for:

- returning the Vehicle on time in the same condition it was in when you first received it
- Physical Damage (the actual tangible damage) to the Vehicle in the event of collision or comprehensive events, or theft of the Vehicle (and Related Costs) during the period of the booked trip, regardless of who is found to be at fault for the damage
- claims processing costs up to \$150 per claim — if a third party accepts total fault for the claim and that third party's insurer processes it without substantial processing by Select Luxury Rentals' third-party claims administrator, we'll refund the Guest's processing fee
- the actual cash value (ACV) of a Vehicle if there's Physical Damage that results in it being a total loss, plus Related Costs, minus the salvage value, if any.

Our protection plans for guests do not protect for interior damage or mechanical damage — you're responsible for repair or replacement, as well as Related Costs, for interior damage or mechanical damage occurring during the trip. Normal wear and tear to the interior or mechanical breakdowns not caused by your neglect or abuse, are not your responsibility. The limitation of financial responsibility available under the Premier, Premium, and Basic plans doesn't apply to interior damage or mechanical damage.

How guests can protect themselves

- Choose one of the available plans that contractually limit the amount you're legally obligated to pay out-of-pocket in the event of Physical Damage to the Vehicle that's not eligible for protection, or fully covered by your own insurance

- Protect yourself against an allegation that damage to the Vehicle occurred during the period of the booked trip by taking photos of the condition of the Vehicle, including any existing damage, at the start of the booked trip.

Coverage for Physical Damage

Guests may be insured against Physical Damage to the Vehicle that occurs during the period of the booked trip under their own automobile policies. Even if the third-party liability insurance coverage under the Guest's own car insurance doesn't apply, the first-party liability coverage for physical damage (as defined in that policy) may. When a primary Guest books a vehicle on Select Luxury Rentals, the primary Guest agrees that if Select Luxury Rentals has to make a payment for any Physical Damage to the Vehicles occurring during the booked trip, the primary Guest will work with Select Luxury Rentals to make a claim for coverage under any policy of insurance that applies to the loss.

Protection plans to limit out-of-pocket costs for Physical Damage

The contractual limitation of financial responsibility included in protection plans ONLY applies:

- to the amount the primary Guest is obligated to pay in excess of insurance that is available from the Guest and has been collected; and
- if the primary Guest and each approved secondary driver abides by the Select Luxury Rentals Terms of service and policies;
- to Physical Damage that is not Mechanical or Interior Damage.

Primary Guests may choose from up to three (3) options that contractually limit the amount they're legally obligated to pay out-of-pocket in the event of Physical Damage to the Vehicle that's not eligible for protection or fully covered by their own insurance, or an option to decline:

1. **"Premier" plan:** Under the Premier plan, the primary Guest isn't responsible for paying out of pocket costs for reported Physical Damage (other than eligible Mechanical or Interior Damage) to the Vehicle. When Physical Damage is reported, the primary Guest won't be financially obligated for the cost of the damage and will pay no out-of-pocket costs to Select Luxury Rentals. When Mechanical or Interior Damage is reported, the primary Guest will be charged for eligible damage once a final assessment of the damage cost has been made. A Guest who chooses the Premier plan is still responsible for costs unrelated to liability or physical damage costs. These may include such costs as excess mileage costs, parking tickets/tolls, and unremitted fuel costs. The Premier plan isn't available for trips booked in some

vehicles with a total market value of more than \$25,000 or any vehicles with a total market value of more than \$60,000. Primary Guests between the ages of 18-20 may not select this plan. Some guests may be unable to select the Premier plan based on trip details, the type of vehicle, or other factors.

Note: Third-party liability coverage under the Select Luxury Rental's policy is still secondary (excess) for Guests who have other applicable coverage under the Premier plan, other than in some circumstances in the state of Maryland and New York.

2. **"Premium" plan:** Under the Premium plan, the amount that the primary Guest is obligated to pay out of their own pocket for Physical Damage (other than Mechanical or Interior Damage) to the Vehicle during the booked trip, plus Related Costs such as claims administrative fees and appraisal costs (and after exhaustion of any other applicable insurance), is contractually limited to \$500. When damage is reported, the primary Guest will be charged a \$500 damage deposit. If the final damages plus all Related Costs, minus insurance collected, are below the deposit amount, or the claim is not eligible for protection, the difference will be refunded.
3. **"Basic" plan:** Under the Basic plan, the amount that the primary Guest is obligated to pay out of their own pocket for Physical Damage (other than Mechanical or Interior Damage) to the Vehicle during the booked trip, plus Related Costs such as claims administrative fees and appraisal costs (and after exhaustion of any other applicable insurance), is contractually limited to \$3,000. When damage is reported, the primary Guest will be charged a \$500 damage deposit unless there was major damage (non-drivable) to the Vehicle, in which case a \$3,000 damage deposit will be charged. If the final damages plus all Related Costs, minus insurance collected, are below the deposit amount, or the claim is not eligible for protection, the difference will be refunded.
4. **"Decline Physical Damage Protection" plan:** Under this plan, the primary Guest's financial responsibility for damage to the Vehicle isn't contractually limited at all. When damage is reported, the primary Guest will be charged a \$500 damage deposit unless there was major damage (non drivable) to the Vehicle, in which case a \$3000 damage deposit will be charged. If the final damages plus all Related Costs such as claims administrative fees and appraisal costs, minus insurance collected, are below the deposit amount, or the claim is not eligible for protection, the difference will be refunded. The primary Guest is legally liable for the cost of repairs or, in the event of a total loss, the actual cash value of the car, plus all Related Costs such as claims administrative fees and appraisal costs, whether the primary Guest has their own insurance or not. For example, if the Vehicle is lost, stolen, or

damaged during the booked trip so extensively that the expected cost of repairs exceeds 75% of the actual cash value, the primary Guest is legally liable to pay the entire actual cash value of the car, plus all Related Costs, minus any residual salvage value. If the primary Guest's liability is not insured, the primary Guest is obligated to pay that money from his or her own pocket. If the primary Guest has applicable insurance, the primary Guest is obligated to pay the difference between the loss and the amount paid by the primary Guest's insurer.

Supplemental liability insurance

Some guests have the option to purchase supplemental liability insurance (SLI) from Select Luxury Rentals partner. Supplemental liability insurance is additional to any insurance in place, with a limit up to 300k and is not mandatory. Claims will be handled through the selected provider. To file a claim, guests can contact the broker or report the claim to Select Luxury Rentals under Contact Us on the website.

Guest primary coverage vs excess coverage

The third-party liability insurance coverage held by Select Luxury Rentals is always secondary (excess) to any other applicable insurance the Guest may have. For example, if the Guest has their own personal auto policy, it will be primary over the Select Luxury Rentals protection.

Important considerations

Know your own coverage

- If you have an auto liability insurance policy, find out what your insurance covers when you're driving a car booked through Select Luxury Rentals.
- Carefully check the terms and conditions of your policies and consult your own insurance agent before you decide which Select Luxury Rentals protection plan is right for you.

Terms of Service violations

For the Premier, Premium, and Basic plans, if the Guest or any of their approved secondary drivers violate the [Terms of Service](#), engages in any [Prohibited Uses](#) or otherwise intentionally, recklessly, or with wanton disregard, misuse the car, the contractual limitation of financial responsibility is void and does not apply. That means that the primary Guest will be fully liable for physical damage, including up to the actual cash value of the car, in addition to all Related Costs.

Terms to know

- **Guest** - Refers to the primary guest tied to the trip booking. We also use it to refer to any Select Luxury Rentals-authorized additional drivers.
- **Physical Damage** - Any damage to the vehicle
- **Related Costs**- These include all costs and fees resulting from damage of any kind to the Vehicle during the booked trip. Cost and fees include but aren't limited to:
 - estimation or appraisal costs
 - storage fees
 - towing fees
 - repair or replacement costs
 - registration or transfer taxes
 - claims processing costs and all similar or associated costs, minus any residual salvage value that's collected
- **Vehicle** - Refers to the vehicle booked during the applicable reservation