



*Insurance & Risk Management  
Training for*

**Lexus  
Customer Convenience System**

**SERVICE**  
BY LEXUS

LEXUS CUSTOMER  
CONVENIENCE SYSTEM

*Presented by Sedgwick  
April 2025*



*NOTE: This manual is provided for training purposes only and does not constitute a policy of insurance nor is it intended to replace the LCCS Policies & Procedures which the Dealer is bound by the execution of the LCCS Operating Agreement.*

This information is provided by Sedgwick as a convenience to our customer. It is for general informational purposes only and is not intended to form the basis of an attorney-client relationship. Please consult your legal department for legal advice concerning your specific matter or your specific set of circumstances.

# Lexus Customer Convenience System

## INSURANCE COVERAGE

|   |         |
|---|---------|
| Policies, Underwriter, Broker, Insureds, Covered Autos                    | Page 1  |
| Coverages, Deductibles & Limits, Liability – Primary vs. Secondary        | Page 2  |
| Physical Damage Coverage  | Page 3  |
| Maximum Physical Damage Coverage  | Page 5  |
| Definition of a Total Loss  | Page 5  |
| Total Loss Depreciation Payments  | Page 5  |
| The Customer's "Contractual Obligation"                                   | Page 6  |
| What is a Deductible?   | Page 6  |
| Subrogation Rights  | Page 7  |
| Dealer's Return Deductibles   | Page 8  |
| Dealer's Return Deductibles Worksheet                                     | Page 9  |
| Checking Claim Status via the Dealer Claim Management Website             | Page 10 |
| Checking Return Deductible Status via the Dealer Claim Management Website | Page 11 |
| How to Support (and Help Expedite) the Recovery Process                   | Page 13 |
| Liability Coverage  | Page 14 |
| Minimum Financial Responsibility (MFR) Limits                             | Page 15 |
| Insurance Identification Cards  | Page 18 |

## QUALIFYING THE CUSTOMER

|                                       |         |
|---------------------------------------|---------|
| Driver's License and Age Requirements | Page 20 |
| Valid Driver's License                | Page 20 |
| Not a Valid Driver's License          | Page 21 |
| Questionable License Paperwork        | Page 21 |
| Documenting Your Due Diligence        | Page 22 |
| Special Notes About Military IDs      | Page 22 |
| Verifying the Customer's Insurance    | Page 23 |

## LCCS RENTAL AGREEMENT

|  |         |
|--|---------|
| Importance of the LCCS Rental Agreement                      | Page 24 |
| Ordering the LCCS Rental Agreement                           | Page 24 |
| Using the LCCS Rental Agreement                              | Page 24 |
| The Terms & Conditions                                       | Page 24 |
| Record Retention Requirements                                | Page 25 |
| Record Retrieval   | Page 25 |
| Use of Supplemental Forms/Documents                          | Page 25 |
| Rental Agreement Remarks                                     | Page 25 |
| LCCS Rental Agreement – Sample Front                         | Page 26 |
| LCCS Rental Agreement – Sample Back                          | Page 27 |
| LCCS Rental Agreement Completion Instructions                | Page 28 |
| Sample of a Properly Completed LCCS Rental Agreement         | Page 32 |
| Rental Vehicle Check-Out & Check-In Sheet                    | Page 33 |
| Rental Agreement Completion 101 – Tips to Avoid Claim Denial | Page 34 |
| Rental Agreement Management                                  | Page 35 |

# Lexus Customer Convenience System

## PAST-DUE RENTALS & CONVERSIONS

|  |         |
|--|---------|
| Past-Due Rentals   | Page 37 |
| Working Past-Due Rentals                                       | Page 37 |
| Documenting Your Work  | Page 38 |
| Customer Follow-Up – Via Phone, Text, Social Media             | Page 38 |
| Customer Follow-Up – Via Demand Letter                         | Page 39 |
| LCCS Insurance Requirements for Past-Due Rentals & Conversions | Page 41 |

## LONGER-TERM & REPEAT LCCS RENTAL CUSTOMER

|  |         |
|--|---------|
| Importance of the Rental Period                  | Page 42 |
| Establishing the Original Intended Rental Period | Page 43 |
| To Extend or To Renew the Rental                 | Page 43 |
| Extensions – TSD-Generated Rental Agreements     | Page 44 |
| Rental Extension Example (For TSD Users Only)    | Page 45 |
| Renewals   | Page 46 |
| Renewal Limit                                    | Page 47 |
| Support for Recall Customers                     | Page 47 |

## EMPLOYEE USAGE

|  |         |
|--|---------|
| Employee Usage                         | Page 48 |
| Acceptable Scope & Course Usage        | Page 48 |
| Customer Courtesy Drop-Offs & Pick-Ups | Page 49 |
| Non-Revenue Ticket                     | Page 50 |
| Unacceptable Scope & Course Usage      | Page 50 |
| Employee/Customer Rental               | Page 51 |
| Employee Rentals – A Final Note        | Page 51 |

## RISK MANAGEMENT TIPS & TOOLS

|   |         |
|---|---------|
| The Rental Agreement – Correct Sequence & Storage       | Page 52 |
| The Rental Agreement – Emergency Supply                 | Page 52 |
| The Rental Agreement – Always Use One & Always Keep One | Page 52 |
| Qualifying Your Customers/Drivers                       | Page 53 |
| Ensure that the Customer is Insured                     | Page 53 |
| Trunk-to-Trunk Inspections                              | Page 54 |
| Maintain the Customer's Contractual Obligation          | Page 55 |
| Vehicle Usage – When to Say NO                          | Page 55 |
| Proof of Insurance – You've Got it... Use it!           | Page 56 |
| Match the Car to the Customer                           | Page 56 |
| Child Safety Seats                                      | Page 56 |
| Registration, Titling, Temporary Tags & Dealer Plates   | Page 57 |
| Branding the Back Windshield                            | Page 58 |
| Before You Pay-Off an LCCS Vehicle                      | Page 59 |
| Know Where Your Cars Are... Know Where Your Keys Are    | Page 60 |
| Before Your Vehicle Leaves                              | Page 62 |
| When Your Vehicle Comes Back                            | Page 62 |

# Lexus Customer Convenience System

## LOSS PREVENTION PROGRAM

|   |         |
|---|---------|
| LP Invitation & Participation   | Page 63 |
| The Annual/Required LP Activities   | Page 63 |
| STEP 1 – A 15-Question Test and/or Watch a Video and Take the On-Line Test            | Page 63 |
| STEP 2 – Submit Samples of LCCS Rental Agreements                                     | Page 64 |
| STEP 3 – Completing a Customized Coaching Call – (If Necessary)                       | Page 64 |
| STEP 4 – Submit 2 <sup>nd</sup> Set of LCCS Rental Agreement Samples                  | Page 64 |
| STEP 5 – Completing a 2 <sup>nd</sup> Customized Coaching Call – (If Necessary)       | Page 64 |
| STEP 6 – Submit 3 <sup>rd</sup> Set of LCCS Rental Agreement Samples – (If Necessary) | Page 65 |
| STEP 7 – Completing a 3 <sup>rd</sup> Customized Coaching Call – (If Necessary)       | Page 65 |
| LP Activities At-a-Glance   | Page 66 |

## RISK ASSESSMENT SCORING PROGRAM

|                                     |         |
|-------------------------------------|---------|
| Risk Assessment Scoring Program     | Page 67 |
| Eligible Dealers                    | Page 67 |
| Reporting Frequency                 | Page 67 |
| Timeframe and Data Captured/Used    | Page 67 |
| Risk Categories                     | Page 68 |
| Risk Category Points                | Page 69 |
| Score Card Distribution             | Page 69 |
| Dealer's Responsibility             | Page 69 |
| Risk Assessment Score Card – Sample | Page 70 |

## LCCS POLICIES & PROCEDURES

|   |         |
|---|---------|
| LCCS Vehicles – Prohibited Use of LCCS Vehicles, Dealer Prohibited Uses | Page 71 |
|---|---------|

## REPORTING A LOSS TO SEDGWICK

|                                     |         |
|-------------------------------------|---------|
| Submitting Your Claim               | Page 75 |
| Your Claim Number                   | Page 75 |
| Expedite the Claim Process          | Page 76 |
| Timely Loss Reporting               | Page 76 |
| Supporting Documentation            | Page 76 |
| Responding to Handling Rep Requests | Page 76 |

## CONTACTS & SUPPORT

|                   |         |
|-------------------|---------|
| Sedgwick          | Page 77 |
| Aon Risk Services | Page 79 |
| Tokio Marine      | Page 79 |

## EXHIBITS

|   |           |
|---|-----------|
| Insurance Acronyms and Jargon                               | Exhibit A |
| Insurance Company Phone Numbers                             | Exhibit B |
| Sedgwick Training Manual – How to Access an Electronic Copy | Exhibit C |

# Insurance Policies

## The Policies

| <b>Policy Numbers</b><br><i>Effective 4/01/2025</i> | <b>Policy / Coverage Layer</b>  |
|---|---|
| CA6401603-15  | Business Auto Coverage Policy (Physical Damage and MFR Liability Limits)      |
| CA6401604-15  | Excess Liability Policy (Liability ONLY = Difference Between MFR up to \$10M) |

Coverage for the Lexus Customer Convenience System (LCCS) program is provided under the annual policies listed above – with coverage beginning on April 1<sup>st</sup> and ending on March 31<sup>st</sup> every year.

## The Underwriter

The underwriter or carrier for the above named LCCS insurance policies is **Tokio Marine America Insurance Company** (Tokio Marine).

## The Broker

Toyota Motor North America's (TMNA's) producer/broker for the above named LCCS insurance policies is **Aon Risk Insurance Services** (Aon)

## The Insureds

Coverage under the above named LCCS insurance policies is provided to TMNA and participating Lexus Dealers as Named Insureds.

*REMEMBER:* Coverage is provided to a Lexus Dealer when the Rental Agreement is properly completed and signed by the Customer and/or the vehicle is being used in an acceptable manner as defined by the LCCS Policies & Procedures (LCCS P&P).

## The Covered Autos

Coverage under the above named LCCS insurance policies is afforded for "covered autos". A "covered auto" is defined as a unit or vehicle that is *enrolled* in the LCCS program.

*Enrolled* is defined as those vehicles financed with Toyota Motor Credit Corporation (TMCC) and listed on the LCCS Billing Statement.

Coverage for each *enrolled* vehicle begins on the In-Service Date and continues through the Pay-Off Date. Coverage ends at 11:59 pm the day of the Pay-Off Date.

## For each enrolled LCCS vehicle:

| <b>Coverage Begins...</b>   |                 | <b>Coverage Ends...</b>                    |                        |
|---|-----------------|--|------------------------|
| <i>On the In-Service Date<br/>(3-Days after the Invoice Date)</i> |                 | <i>At 11:59 pm<br/>on the Pay-Off Date</i> |                        |
| <b>Example:</b>   |                 |  |                        |
| Invoice Date  | In-Service Date | Pay-Off Date                               | Coverage Ends          |
| 07/12/2025  | 07/15/2025      | 10/06/2025                                 | 11:59 pm<br>10/06/2025 |

# Coverages, Deductibles, Limits

## Coverages

The Tokio Marine Business Auto Coverage policy provides both Physical Damage and Liability coverage.

- ✓ **Physical Damage coverage** can be defined as insurance for damage to or loss of the LCCS vehicle resulting from collision, fire, theft, or other perils.
- ✓ **Liability coverage** can be defined as insurance for the Dealer's legal liability resulting from injuries to other persons or damage to their property (i.e., liability exposures caused by and at the fault of your Customer).

## Deductibles & Limits

The following pages outline your Physical Damage and Liability coverages under the primary Business Auto Coverage policy – including any applicable deductibles and limits.

### Deductibles

A Physical Damage coverage deductible can be defined as the amount of money the Dealer must pay toward the Cost of Repair (COR) to the LCCS vehicle before the LCCS insurance policy settles on a covered loss. In short, this is the Dealer's "up front, out of pocket" expense for the COR.

SEE ALSO [Dealer's Return Deductibles](#), page 8

### Limits

A Liability coverage limit refers to the maximum amount your LCCS insurance will pay on a covered liability claim. You'll note that liability coverage is generally displayed with three (3) limits – the first number refers to the limit of coverage for Bodily Injury per person in an accident, the second number is a total limit of coverage if two (2) or more people are injured in the accident and the third number refers to the limit of coverage for Property Damage (i.e., damage to property other than your LCCS vehicle).

The insurance laws of some states may also depict the liability coverage limit as a Combined Single Limit (CSL). A CSL simply states a single dollar limit that applies to any combination of Bodily Injury and Property Damage, as compared to split limits where three (3) separate dollar amounts apply to each accident – a per person limit and a per occurrence limit for all Bodily Injury as well as a per occurrence for Property Damage.

SEE ALSO [Liability Coverage](#), page 14.

## Liability – Primary vs. Secondary

Liability coverage under the Business Auto Coverage policy is provided in a secondary position in the states that allow for same. This means the Customer's insurance is responsible for responding "first" on any liability exposures in the event of a loss or accident.

For states in which the registered owner of the vehicle must provide primary liability coverage, the Business Auto Coverage policy will respond in a primary position.

# Coverage, Deductibles, Limits

## Physical Damage Coverage

**COLLISION:** Loss caused to an LCCS vehicle by collision with another object or loss caused by the vehicle's overturn.

| Deductible Amount | Applied            | Additional Notes                       |
|-------------------|--------------------|--|
| \$1,000           | Per Loss / Vehicle |  |
| \$2,000           | Per Loss / Vehicle | For all Employee Losses <sup>(1)</sup> |

**COMPREHENSIVE:** Loss to or of an LCCS vehicle for any cause *except* collision with another object or the vehicle's overturn – such as loss caused by fire, theft, vandalism, etc.

| Deductible Amount | Applied            | Additional Notes  |
|-------------------|--------------------|---|
| \$0.00            | Per Loss / Vehicle | Damage Caused by Fire                                     |
| \$0.00            | Per Loss / Vehicle | Damage Caused by Lightning                                |
| \$0.00            | Per Loss / Vehicle | Glass REPAIR – Windshield Damage                          |
| \$1,000           | Per Loss / Vehicle | Glass REPLACEMENT – Windshield Damage <sup>(2)</sup>      |
| \$1,500           | Per Loss / Vehicle | Theft of LCCS vehicle                                     |
| \$1,500           | Per Loss / Vehicle | Conversion of LCCS vehicle by the Customer <sup>(3)</sup> |
| \$2,000           | Per Loss / Vehicle | For all Employee Losses <sup>(1)</sup>                    |
|                   |                    |   |
| \$1,000           | Per Loss / Vehicle | All Other Comprehensive Perils, Per Vehicle               |

(1) Loss occurring while an employee of the dealership is operating and/or in control of the LCCS vehicle while conducting scope-and-course activities.

(2) No deductible applies to windshield replacement for [Florida](#), [Kentucky](#), and [South Carolina](#) (via state statute).

No deductible applies to windshield replacement for [Massachusetts](#) (via policy endorsement).

(3) Conversion occurs when the Customer fails to return the LCCS vehicle on the Date DUE IN listed on the associated Rental Agreement.

# Coverage, Deductibles, Limits

## Physical Damage Coverage

**COMPREHENSIVE CATASTROPHIC:** Loss of or to an LCCS vehicle caused by windstorm, hail, earthquake, or flood (aka Act of God loss).

|   | Damaged While On-Rent with Customer*  | Damaged While Parked on Dealership Lot  |
|---|---------------------------------------|---|
| <b>Claim Set-Up</b>   | Individual claims per Customer/rental | Damaged vehicles are grouped together under one (1) claim per occurrence or per storm/event |
| <b>Paperwork Required</b>   | Customer's Rental Agreement           | Utilization Report for Date of Loss (DOL)   |
| <b>Deductible - Hail Catastrophic Losses (Vehicle has Hail Damage)</b>              | \$1,000 Per Vehicle                   | \$500 Per Vehicle   |
|   |                                       | \$10,000 Maximum Deductible Per Claim   |
| <b>Deductible - Non-Hail Catastrophic Losses (Vehicle Damaged, But not by Hail)</b> | \$1,000 Per Vehicle                   | \$500 Per Vehicle   |
|   |                                       | \$5,000 Maximum Deductible Per Claim  |

\*Once the claim is paid/settled, without exception Sedgwick will pursue subrogation against the Customer's carrier (or directly with the Customer if they are uninsured) for all comprehensive catastrophic loss caused while the LCCS vehicle was on-rent.

**DIMINUTION of VALUE (DOV):** The actual or perceived loss in market value or resale value of a vehicle as the result of a direct or accidental loss (i.e., the difference between the pre-accident value of a vehicle and its value after repairs). DOV is also known as Diminished Value.

DOV is currently only provided to LCCS Dealers located in [Georgia](#), [Kansas](#), and [Maryland](#).

# Coverage, Deductibles, Limits

## Physical Damage Coverage

### Maximum Physical Damage Coverage

The LCCS insurance policy is *NOT* an Actual Cash Value (ACV) policy.

The LCCS insurance policy is intended to insure the Dealer for the financial exposure associated with the [damaged] LCCS vehicle. The Dealer's financial exposure for the LCCS vehicle is defined as the Gross Pay-Off (GPO) amount due to TMCC on the Date of Loss (DOL)

As such, the maximum amount paid by Tokio Marine/Sedgwick for any one collision or comprehensive loss is: (1) the cost to repair or replace the damaged or stolen property *OR* (2) the TMCC Gross Pay-Off amount of the vehicle as of the DOL.

### Definition of a Total Loss

When damage to an LCCS vehicle is equal to or greater than 75% of the TMCC Gross Pay-Off amount, the vehicle is deemed a "total loss" under LCCS program guidelines. The "damage amount" in this calculation includes the original repair estimate/amount *PLUS* any supplemental repair amount(s).

In the event that an LCCS vehicle is deemed a total loss, the maximum coverage for the collision or comprehensive loss is the TMCC GPO on the DOL. The GPO amount is obtained directly from TMCC by the Sedgwick Handling Representative (Handling Rep).

For all total loss vehicles, Sedgwick will pay-off the vehicle directly with TMCC [on behalf of the Dealer] by issuing the GPO amount to TMCC, less the Dealer's applicable deductible. Once TMCC receives and processes Sedgwick's settlement check, the LCCS vehicle is paid-off – with all Title or ownership documents promptly assigned and delivered to Sedgwick by TMCC on the Dealer's behalf.

### Total Loss Depreciation (TLD) Payments

As stated above, when an LCCS vehicle is deemed an *insurance total loss* under LCCS program guidelines, Sedgwick pays-off the vehicle with TMCC on the Dealer's behalf.

Additionally (based on the DOL), if the total loss occurs within the first 6-months to 180-days of the vehicle's enrollment in the LCCS program, a TLD Payment will be issued directly to the Dealer.

#### **The TLD Formula:**

|   |
|---|
| LCCS Vehicle In-Service for <b>30-Days or LESS</b> (i.e., Vehicle In-Service Date vs. DOL):<br>Depreciation Payment = Net Cap Cost - Gross Pay-Off Amount |
|---|

|  |
|--|
| LCCS Vehicle In-Service for <b>31 to 180 Days</b> (i.e., Vehicle In-Service Date vs. DOL):<br>Depreciation Payment = Net Cap Cost - Gross Pay-Off Amount / 2 |
|--|

For your easy reference, the memo line of each TLD check issued by Sedgwick will indicate:  
*Depreciation Adj for LCCS Vehicle [VIN] <6mos Service*

# Coverage, Deductibles, Limits

## Physical Damage Coverage

### The Customer's "Contractual Obligation"

When the LCCS Rental Agreement is properly completed and executed (or signed) by the Customer, the Terms & Conditions of this contract create a "contractual obligation" – on the part of the Customer – for all loss or damage to the LCCS vehicle.

This contractual obligation language means that the Registered Owner (the Dealer) can hold the Customer ultimately responsible for all loss or damage to the LCCS vehicle while in the Customer's possession – regardless of whether or not the Customer is at-fault for the loss or damage.

5. **Amounts Due Us.** You shall pay us, on demand, each of the following: (a) all time and mileage charges as computed on Page 1 of this Agreement, with mileage determined by reading the Vehicle odometer (you shall NOT tamper with the odometer and you shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from our experience); (b) basic or minimum rate, service, and other charges shown on Page 1 hereof; (c) costs related to fuel as described in Paragraph 8 if the Vehicle is returned with less fuel than when rented; (d) all applicable taxes; (e) all toll, parking and traffic fines, citations, penalties, forfeitures, court costs, towing and storage, and out-of-pocket expenses assessed against us, the Vehicle, or you, unless these charges are due to our fault; (f) our costs and expenses incurred in repossessing the Vehicle; (g) all amounts due to us under Paragraph 4; and (h) all costs associated with our enforcement of this Agreement or collection of charges including, but not limited to, attorneys' fees, collection fees, and costs whether or not litigation is commenced.

### What is a Deductible?

A physical damage deductible is the amount of money the Dealer will pay [to the Dealer's Body Shop of choice] toward the cost of repair for the LCCS vehicle, before the LCCS insurance policy covers the balance of the applicable repair costs.

An insurance deductible is: (1) the portion or dollar amount of repairs to the LCCS vehicle that is *not insured* and (2) is therefore the Dealer's "*out of pocket*" expense/responsibility for such repairs.

The amount of the Dealer's applicable deductible is determined by the terms of the LCCS insurance policy underwritten by Tokio Marine.

# Coverage, Deductibles, Limits

## **Physical Damage Coverage**

### **Subrogation Rights**

Subrogation is defined as the substitution of one person or group by another in respect of a debt or insurance claim – accompanied by the transfer of any associated rights and duties.

In this case, it means that the Customer's contractual obligation for the LCCS vehicle is transferred from the Dealer to Sedgwick once the claim settlement check from Sedgwick – for any covered loss or damage to the LCCS vehicle – is accepted by the Dealer.

Once subrogation rights have been transferred, Sedgwick takes over for the Dealer in pursuing recovery of the loss amount – including recovery of the Dealer's applicable deductible.

The Dealer must do everything necessary to secure Sedgwick's recovery rights – and do nothing after the loss or accident to impeded or impair these rights (i.e., the Dealer should not attempt to collect any part/portion of loss/damage to the LCCS vehicle that is being covered under a claim with Sedgwick, including the Dealer's own deductible and/or the Customer's personal deductible).

If the Dealer knowingly accepts settlement for the same portion of the loss from two different sources (i.e., accepts claim money from Sedgwick and also from the Customer's carrier for the same loss) this is considered unjust enrichment because one person (the Dealer) is unjustly or by chance enriched at the expense of another (Sedgwick). Such actions on the part of the Dealer are unacceptable.

Please note that if a loss is less than the applicable deductible amount, Sedgwick has no responsibility for any claim settlement or recovery activities for this loss. The Dealer is responsible for the handling and/or recovering of any *below deductible* loss.

# Coverage, Deductibles, Limits

## Physical Damage Coverage

### Dealer's Return Deductibles

Sedgwick pursues recovery of all covered loss/damage to the LCCS vehicle that is above the applicable deductible. This recovery includes the claim settlement amount as well as the Dealer's applicable Deductible.

As this recovery is completed, the Dealer's Return Deductible is issued. Return Deductibles are typically issued in a Pro-Rata fashion based on the recovery amount collected from the Customer's carrier and/or directly from the Customer.

It should be noted that rarely will the Dealer's entire Return Deductible be issued under one/full check (i.e., this will only occur if the Customer has a \$0 deductible on their own insurance policy, or for Dealers located in a "Dollar One" State such as [Montana](#), [North Carolina](#), [Rhode Island](#), [Washington](#), [Wisconsin](#) and [Wyoming](#).)

The following is an example of the recovery process and return of the Dealer's applicable deductible when the Customer is insured and does not dispute their responsibility for damage to the LCCS vehicle:

#### *STEP 1: Coverage Cleared, Claim Settlement Issued*

|                |  |
|----------------|--|
| \$5,500        | Cost of Repair to LCCS Vehicle           |
| \$1,000        | LESS Dealer's Applicable Deductible      |
| <b>\$4,500</b> | <b>Settlement Check Issued to Dealer</b> |

#### *STEP 2: Sedgwick Pursues Full Recovery*

|               |   |
|---------------|---|
| \$5,500       | Sedgwick Presents Subrogation Demand Packet to Customer's Carrier                         |
| \$4,500       | Customer's Carrier Accepts Demand, LESS Customer's Personal Deductible of \$1,000         |
| 82% of Demand | Sedgwick Accepts Recovery from Carrier (\$4,500 = 82% of Full Recovery Demand of \$5,500) |

#### *STEP 3: Pro-Rata Return Deductible Issued to Dealer*

|              |   |
|--------------|---|
| <b>\$820</b> | <b>Pro-Rata Return Deductible Issued to Dealer (82% of Applicable Deductible)</b> |
|--------------|---|

#### *STEP 4: Sedgwick Pursues Balance of Recovery*

|               |   |
|---------------|---|
| \$1,000       | Sedgwick Presents Subrogation Demand to Customer for their Personal Policy Deductible                             |
| \$1,000       | Customer Acknowledges Responsibility and Remits Payment for their Policy Deductible                               |
| 18% of Demand | Sedgwick Accepts Payment from Customer for their Personal Deductible (i.e., Remaining Balance of Recovery Demand) |

#### *STEP 5: Pro-Rata Return Deductible Issued to Dealer*

|              |   |
|--------------|---|
| <b>\$180</b> | <b>Balance of Pro-Rata Return Deductible Issued to Dealer</b> |
|--------------|---|

# Coverage, Deductibles, Limits

## Physical Damage Coverage

### Dealer's Return Deductibles Worksheet

The following is an example of the recovery process and return of the Dealer's applicable deductible when the Customer has full coverage insurance (that transfers to the LCCS vehicle). In this example, the Rental Agreement was properly completed/fully executed.

Assumptions:

1. The LCCS vehicle was involved in a collision and sustained \$3,500 worth of damage.
2. The Customer's personal deductible is \$500.00.

#### *STEP 1: Coverage Cleared, Claim Settlement Issued*

|  |  |
|--|--|
|  | Cost of Repair to LCCS Vehicle             |
|  | LESS Dealer's <u>Applicable</u> Deductible |
|  | <b>Settlement Check Issued to Dealer</b>   |

#### *STEP 2: Sedgwick Pursues Full Recovery*

|                   |  |
|-------------------|--|
|                   | Sedgwick Presents Subrogation Demand Packet to Customer's Carrier                |
|                   | Customer's Carrier Pays Subro Demand, <i>LESS</i> Customer's Personal Deductible |
| _____ % of Demand | Sedgwick Accepts Recovery from Carrier   |

#### *STEP 3: Pro-Rata Return Deductible Issued to Dealer*

|  |  |
|--|--|
|  | <b>Pro-Rata Return Deductible Issued to Dealer</b> |
|--|--|

#### *STEP 4: Sedgwick Pursues Balance of Recovery*

|                   |   |
|-------------------|---|
|                   | Sedgwick Presents Subrogation Demand to Customer for their Personal Policy Deductible                             |
|                   | Customer Acknowledges Responsibility and Remits Payment for their Policy Deductible                               |
| _____ % of Demand | Sedgwick Accepts Payment from Customer for their Personal Deductible (i.e., Remaining Balance of Recovery Demand) |

#### *STEP 5: Pro-Rata Return Deductible Issued to Dealer*

|  |   |
|--|---|
|  | <b>Balance of Pro-Rata Return Deductible Issued to Dealer</b> |
|--|---|

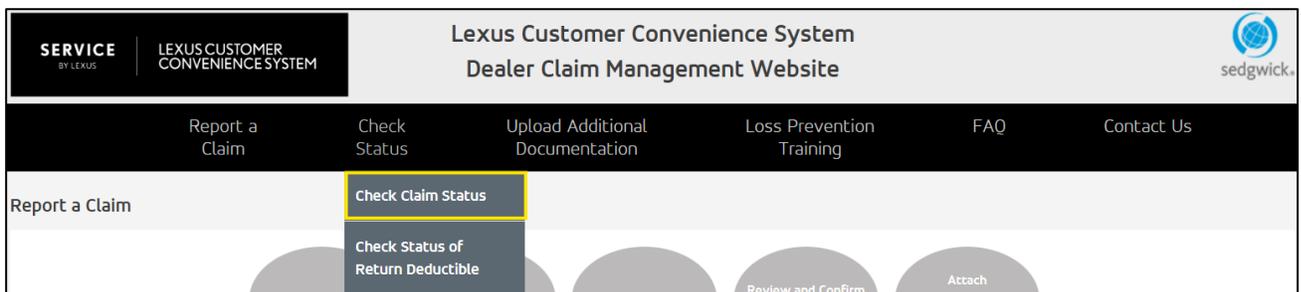
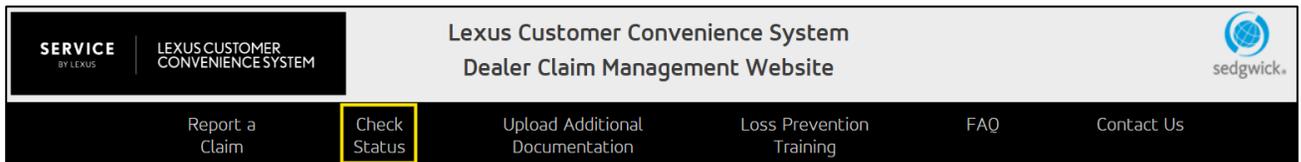
# Coverage, Deductibles, Limits

## Physical Damage Coverage

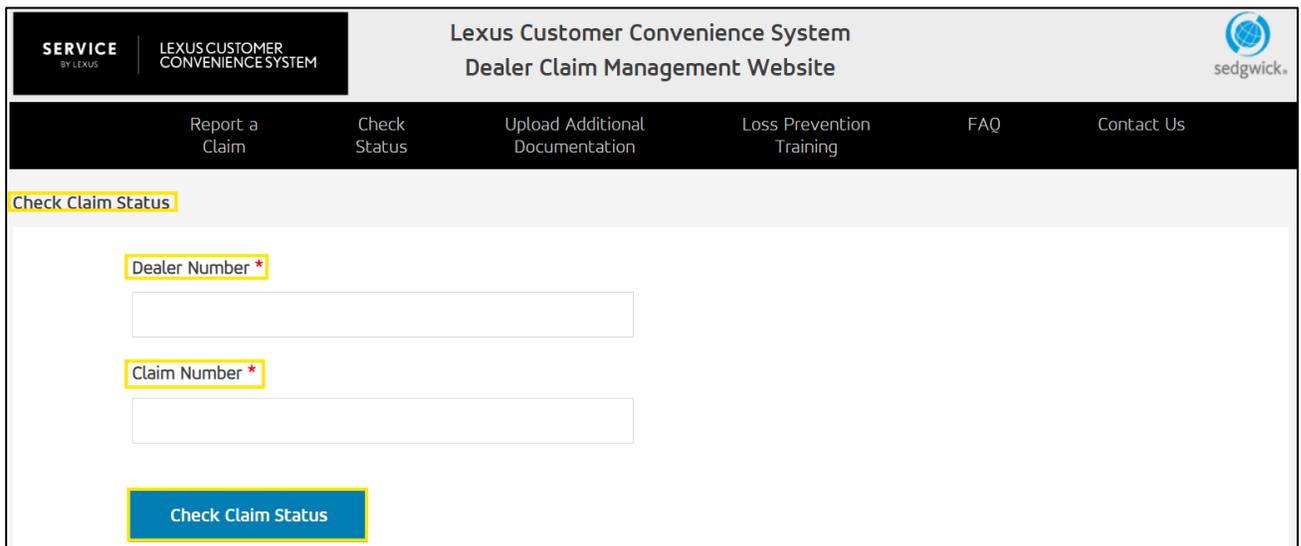
### Checking Claim Status via the Dealer Claim Management Website

You or a member of your team may now utilize the LCCS Dealer Claim Management Website to check the status of a claim. The website provides updates in “real time” as well as the best contact person, should you have any questions regarding your claim.

The site is the same website used to report a claim to Sedgwick (<https://www.lccs.rentalautoclaim.com/>). Simply click the “Check Status” tab on the top/middle of the page and then, from the drop down, click the “Check Claim Status” option.



You will be redirected to a new page where you will input your Dealer Number and Claim Number – then select “Check Status” to obtain your “real time” claim payment information.



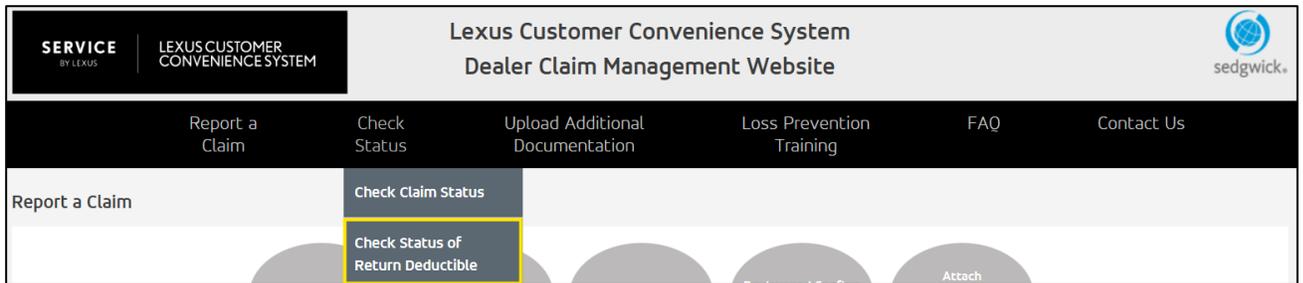
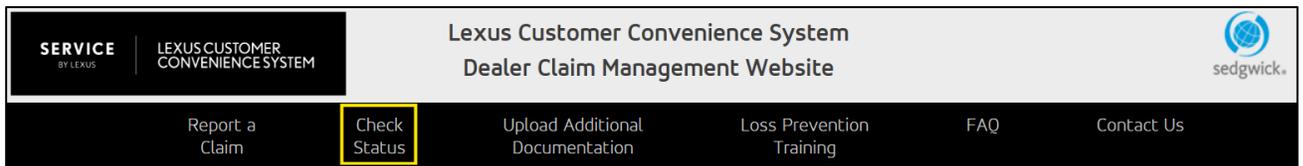
# Coverage, Deductibles, Limits

## Physical Damage Coverage

### Checking Dealer's Return Deductible Status via Claim Management Website

You or a member of your team may utilize the LCCS Dealer Claim Management Website to check the status on return deductibles on any settled/paid physical damage claim. The website provides updates in "real time" as well as the best contact person, should you have any questions regarding your claim.

The site is the same website used to report a claim to Sedgwick (<https://www.lccs.rentalautoclaim.com/>). Simply click the "Check Status" tab on the top/middle of the page and then, from the drop down, click the "Check Return Deductible" option.



You will be redirected to a new page where you will have two (2) options to check the status of the return deductible.

# Coverage, Deductibles, Limits

## **Option One – Searching for Return Deductible Status for Only One Claim**

Once you are redirected to the new page, you will input your Dealer Number and Claim Number – then select “Check Status” to obtain your “real time” claim payment information.

Check Status of Return Deductible

Dealer Number \*

I am searching for return deductible status on only one claim.

Claim Number

I am searching for return deductible status on multiple claims.

Date of Loss Start Date

Date of Loss End Date

Check Status

## **Option Two – Searching for Return Deductible Status for Multiple Claims**

Once you are redirected to the new page you input your Dealer Number, the Date of Loss Start Date and the Date of Loss End Date – then select “Check Status” to obtain your “real time” claim payment information.

**Please Note:** The interval between two (2) dates cannot be more than 90 days.

Check Status of Return Deductible

Dealer Number \*

I am searching for return deductible status on only one claim.

Claim Number

I am searching for return deductible status on multiple claims.

Date of Loss Start Date

Date of Loss End Date

Check Status

# Coverage, Deductibles, Limits

## Physical Damage Coverage

### How to Support (and Help Expedite) the Recovery Process:

- Begin at the beginning! Always ensure that the LCCS Rental Agreement is properly completed by you or another knowledgeable employee of the Service Department and then executed (or signed) by the Customer prior to releasing the vehicle to the Customer.
- Make it a business rule to only rent to Customers who have current insurance that will “transfer” to the LCCS vehicle.
- Verify coverage with the Customer’s Agent or insurance carrier prior to completing the rental transaction and prior to releasing the LCCS vehicle to the Customer.
- Maintain a photocopy of the Customer’s current insurance ID card with the associated rental paperwork.
- Verbally communicate to the Customer that they have a “contractual obligation” for the vehicle until it is checked-in by a dealership employee at the end of the rental.
- Complete a thorough pre-rental and post-rental inspection of the LCCS vehicle with the Customer present. During the pre-rental inspection, thoroughly document the baseline condition of the LCCS vehicle that is being granted to the Customer with your permission. When the vehicle is returned by the Customer at the end of the rental period, thoroughly document the returned condition of the LCCS vehicle – highlight any new damage to the vehicle. Remember to always complete both the pre-rental and post-rental inspection with the Customer present and be sure to obtain the Customer’s acknowledgement and acceptance of your inspection findings.
- If after-hours drop-offs are permitted, always post a detailed policy/plan for same so your Customer understands they will be held responsible for the vehicle until it is checked-in by a dealership employee the following business morning/day. The Date In recorded on the Rental Agreement should be the date the dealership employee checks-in the vehicle.
- If/when the vehicle is returned with damage (that is greater than the applicable deductible), do not collect money from the Customer for this damage or indicate that the Customer has no responsibility for the noted damage. Let the Customer know your insurance company will be handling the loss/claim and will be in contact with the Customer regarding same.

*NOTE:* Once you’ve submitted your claim to Sedgwick for settlement, attempting to collect any money from the Customer – in relation to damage to the LCCS vehicle (including collection of the Dealer’s LCCS insurance deductible or collection of the Customer’s personal auto policy deductible) – may bar or impede Sedgwick’s right to recover the full loss amount once subrogation is initiated by Sedgwick (i.e., the Customer could argue that a “verbal agreement” was made by/with the Dealer that the Customer’s responsibility for damage to the LCCS vehicle would be limited to just the sum collected directly by the Dealer).

# Coverage, Deductibles, Limits

## Liability Coverage

**BODILY INJURY:** Bodily Injury (BI) for any person(s) resulting from an accident involving an LCCS vehicle.

**PROPERTY DAMAGE:** Property Damage (PD) to another's property resulting from an accident involving an LCCS vehicle. This is damage to property other than the LCCS vehicle (i.e., the claimant vehicle(s), a street sign, a guardrail, a mailbox, a building, etc.).

*NOTE: For BI and PD coverage limits, see the state Minimum Financial Responsibility (MFR) Chart on pages 15-16.*

## Financial Responsibility and Compulsory Insurance Laws

The table on pages 16 and 17 displays the Minimum Financial Responsibility (MFR) or compulsory liability insurance limits for each state (*except Hawaii*).

State laws express the liability requirements in terms of split limits.

EXAMPLE: If the chart shows "25/50/10", the law requires that the policy provide for each accident at least:

\$25,000 for Bodily Injury Per Person

\$50,000 for All Bodily Injury Per Accident

\$10,000 for All Property Damage Per Accident

Additionally, the insurance laws of some states may also depict the liability requirements in terms of a combined single limit (CSL).

EXAMPLE: If the chart shows "15/30/10 or 40", the law provides that a policy with a CSL of at least \$40,000 will also satisfy the requirement. A CSL of \$40,000 means that the insurance will pay up to \$40,000 for *all* Bodily Injury and Property Damage arising out of each accident (i.e., BI and PD combined).

Always check your state law for current limits by contacting your local Department of Motor Vehicle (DMV) office.

# Coverage, Deductibles, Limits

## Liability Coverage

**UNINSURED MOTORISTS:** Uninsured Motorists (UM) provides coverage under your own policy for the possibility of an accident with an uninsured motorist. For example, you sustain serious injuries in an accident, and the responsible party does not have liability insurance.

### UM States Include:

| State                | Limit    |
|----------------------|----------|
| Connecticut          | 25/50    |
| District of Columbia | 25/50/5  |
| Illinois             | 25/50    |
| Kansas               | 25/50    |
| Maine                | 50/100   |
| Maryland             | 30/60/15 |
| Massachusetts        | 20/40    |
| Minnesota            | 25/50    |
| Missouri             | 25/50    |
| Nebraska             | 25/50    |
| New Hampshire        | 25/50/25 |
| New Jersey           | 15/30/5  |

| State          | Limit     |
|----------------|-----------|
| New Mexico     | 25/50     |
| New York       | 25/50     |
| North Carolina | 30/60/25  |
| North Dakota   | 25/50     |
| Oregon         | 25/50     |
| Pennsylvania   | 15/30     |
| South Carolina | 25/50/25  |
| South Dakota   | 25/50     |
| Vermont        | 50/100/10 |
| Virginia       | 25/50/20  |
| West Virginia  | 25/50/25  |
| Wisconsin      | 25/50     |

**UNDERINSURED MOTORISTS:** Underinsured Motorists (UIM) provides coverage if you are involved in an accident with a motorist who has insufficient liability insurance. That is, the responsible driver has enough liability insurance to meet the state's minimum requirements (i.e., the MFR), but not enough to cover a serious injury.

### UIM States Include:

| State         | Limit    |
|---------------|----------|
| Connecticut   | 25/50    |
| Illinois      | 25/50    |
| Kansas        | 25/50    |
| Maine         | 50/100   |
| Maryland      | 30/60/15 |
| Minnesota     | 25/50    |
| Nebraska      | 25/50    |
| New Hampshire | 25/50/25 |
| New Jersey    | 15/30/5  |

| State          | Limit     |
|----------------|-----------|
| North Dakota   | 25/50     |
| Oregon         | 25/50     |
| Pennsylvania   | 15/30     |
| South Carolina | 25/50     |
| South Dakota   | 25/50     |
| Vermont        | 50/100/10 |
| Virginia       | 25/50/20  |
| West Virginia  | 25/50     |
| Wisconsin      | 25/50     |

**PERSONAL INJURY PROTECTION:** Personal Injury Protection (PIP) is first-party no-fault coverage in which an insurer pays – within specified limits – the wage loss, medical, hospital and funeral expenses of an insured.

### PIP States Include:

|          |               |              |
|----------|---------------|--------------|
| Delaware | Massachusetts | North Dakota |
| Florida  | Michigan      | Oregon       |
| Kansas   | Minnesota     | Pennsylvania |
| Kentucky | New Jersey    | Utah         |
| Maryland | New York      |              |

**NOTE:** UM, UIM and PIP coverages are provided only in the states where such coverage is mandated.

# Coverage, Deductibles, Limits

## Liability Coverage

### Minimum Financial Responsibility (MFR) & Compulsory Insurance Laws

| State |                      | Reference/Source                      | Limits/Notes                                 |
|-------|----------------------|---------------------------------------|--|
| AL    | Alabama              | AL ST. 32-7-6                         | 25/50/25                                     |
| AK    | Alaska               | AK ST. 28.20.440                      | 50/100/25                                    |
| AZ    | Arizona              | AZ ST. 28-2166                        | 25/50/15                                     |
| AR    | Arkansas             | AR ST. 27-19-605                      | 25/50/25                                     |
| CA    | California           | CA VEH. CODE 16056                    | 30/60/15                                     |
| CO    | Colorado             | CO ST. 10-4-620                       | 25/50/15                                     |
| CT    | Connecticut          | CT ST. 14-112                         | 25/50/25                                     |
| DE    | Delaware             | Title 21 DEL.C.SEC 2902               | 25/50/10                                     |
| DC    | District of Columbia | DC ST. 31-2406                        | 25/50/10                                     |
| FL    | Florida              | FL ST. 324.021                        | 10/20/10                                     |
| GA    | Georgia              | GA ST. 33-7-11                        | 25/50/25                                     |
| ID    | Idaho                | ID ST. 49-117                         | 25/50/15                                     |
| IL    | Illinois             | 625 ILCS 5/9-105 and 625 ILCS 5/5-101 | 25/50/20<br>100/300/50 Test Drives & Loaners |
| IN    | Indiana              | IN ST. 9-25-4-5                       | 25/50/25                                     |
| IA    | Iowa                 | IA ST. 321A.1                         | 20/40/15                                     |
| KS    | Kansas               | KS ST. 40-3107                        | 25/50/25                                     |
| KY    | Kentucky             | KY ST. 304.39-110 AND 187.290         | 25/50/25                                     |
| LA    | Louisiana            | LA ST. 32:900                         | 15/30/25                                     |
| ME    | Maine                | ME ST. 29-A SEC.1605 (1611/1612)      | 50/100/25                                    |
| MD    | Maryland             | MD TRANSP. CODE 17-103(B)             | 30/60/15                                     |
| MA    | Massachusetts        | MA. ST. 90 SEC. 34A, 34O PD Statute   | 20/40/5                                      |
| MI    | Michigan             | MI ST. 257.520                        | 50/100/10                                    |
| MN    | Minnesota            | MN ST. 65B.49(3)                      | 30/60/10                                     |
| MS    | Mississippi          | MS ST. 63-15-3                        | 25/50/25                                     |
| MO    | Missouri             | MO ST. 303.020                        | 25/50/10                                     |

This information is provided by Sedgwick as a convenience to our customer. It is for general informational purposes only and is not intended to form the basis of an attorney-client relationship. Please consult your legal department for legal advice concerning your specific matter or your specific set of circumstances.

# Coverage, Deductibles, Limits

## Liability Coverage

### Minimum Financial Responsibility (MFR) & Compulsory Insurance Laws

| State |                | Reference/Source                     | Limits/Notes                                 |
|-------|----------------|--------------------------------------|--|
| MT    | Montana        | MT ST. 61-6-103                      | 25/50/20                                     |
| NE    | Nebraska       | NE ST. 60-501                        | 25/50/25                                     |
| NV    | Nevada         | NV ST. 482.305                       | 25/50/20                                     |
| NH    | New Hampshire  | NH ST. 259:61                        | 25/50/25                                     |
| NJ    | New Jersey     | NJ ST. 39:6-25                       | 100/250/25                                   |
| NM    | New Mexico     | NM ST. 66-5-208                      | 25/50/10                                     |
| NY    | New York       | NY. VEH. & TRAF. SEC 370 AND SEC 310 | 25/50/10<br>50/100 for <i>Wrongful Death</i> |
| NC    | North Carolina | NC ST. 20-281                        | 50/100/50                                    |
| ND    | North Dakota   | ND ST. 39-16.1-02                    | 25/50/25                                     |
| OH    | Ohio           | OH ST. 4509.01                       | 25/50/25                                     |
| OK    | Oklahoma       | OK. ST. T. 47 SEC. 8-101             | 25/50/25                                     |
| OR    | Oregon         | OR ST. 806.070                       | 25/50/20                                     |
| PA    | Pennsylvania   | 75 PA. CSA SEC. 1702                 | 15/30/5                                      |
| RI    | Rhode Island   | RI ST. 31-32-2                       | 25/50/25 or 75 CSL                           |
| SC    | South Carolina | SC ST. 38-77-140                     | 25/50/25                                     |
| SD    | South Dakota   | SD ST. 32-35-2                       | 25/50/25                                     |
| TN    | Tennessee      | TN ST. 55-12-102                     | 25/50/25 or 65 CSL                           |
| TX    | Texas          | TX TRANSP. SEC 601.072               | 30/60/25                                     |
| UT    | Utah           | UT ST. 31A-22-304                    | 30/65/25 or 90 CSL                           |
| VT    | Vermont        | VT ST T 23 SEC. 800                  | 25/50/10                                     |
| VA    | Virginia       | VA ST. 46.2-472                      | 50/100/25                                    |
| WA    | Washington     | WA. ST. 46.29.260                    | 25/50/10                                     |
| WV    | West Virginia  | WV ST. 17D-4-2                       | 25/50/25                                     |
| WI    | Wisconsin      | WI ST. 344.01                        | 25/50/10                                     |
| WY    | Wyoming        | WY ST. 31-9-102                      | 25/50/20                                     |

This information is provided by Sedgwick as a convenience to our customer. It is for general informational purposes only and is not intended to form the basis of an attorney-client relationship. Please consult your legal department for legal advice concerning your specific matter or your specific set of circumstances.

# Insurance Identification Cards

## Insurance ID Card Administration

- ✓ Tokio Marine administers insurance ID cards for Lexus Dealers located in **New York**.
- ✓ Aon – on behalf of Tokio Marine – administers insurance ID cards for Lexus Dealers located in **all other states**.
- ✓ Insurance ID card administration at-a-glance:

| State                   | Administered By   | Special Notes  |
|-------------------------|-------------------|--|
| <b>Kansas</b>           | Aon Risk Services | VIN-specific ID cards are issued.                          |
| <b>Nevada</b>           | Aon Risk Services | Fleet ID cards issued on special paper (not VIN-specific). |
| <b>New Jersey</b>       | Aon Risk Services | Fleet ID cards issued on special paper (not VIN-specific). |
| <b>New York</b>         | Tokio Marine      | VIN-specific ID cards are issued.                          |
| <b>All Other States</b> | Aon Risk Services | Fleet ID cards are issued (not VIN-specific).              |

### DEALERS LOCATED IN: New York

To obtain new or replacement ID cards from Tokio Marine, please submit your request via e-mail to:

E-MAIL: [fee.chan@tmamerica.com](mailto:fee.chan@tmamerica.com) OR [misae.logan@tmamerica.com](mailto:misae.logan@tmamerica.com)

### DEALERS LOCATED IN: Kansas, Nevada, New Jersey, and All Other States

To obtain new or replacement ID cards from Aon, please submit your request via e-mail to:

|                      |  |
|----------------------|--|
| <b>Address:</b>      | <a href="mailto:acs.chicago@aon.com">acs.chicago@aon.com</a>         |
| <b>Carbon Copy:</b>  | <a href="mailto:jonathan.nugent@aon.com">jonathan.nugent@aon.com</a> |
| <b>Subject Line:</b> | Request for LCCS Insurance ID Cards                                  |

A few other important notes about insurance ID cards:

- ✓ Never hand-write or type any information on the insurance ID card.
- ✓ Never laminate the insurance ID card.
- ✓ Aon will issue “hardcopy” insurance ID cards for [Hawaii](#), [Kentucky](#), [Nevada](#), [New Jersey](#), and [Washington](#). For all other states administered by Aon, an *electronic copy* of the ID card may be provided. This electronic ID card should be printed and placed in the glovebox of each LCCS vehicle.
- ✓ Insurance is effective on the In-Service Date of each respective LCCS vehicle. Never place an insurance ID card in the glovebox [or rent the vehicle] prior to the In-Service Date.
- ✓ Prior to paying-off an LCCS vehicle [and thereby removing it from the LCCS program], be sure to remove the insurance ID card and any/all other LCCS related materials from the vehicle.

**SAMPLE FRONT**

| ALASKA   |  | INSURANCE IDENTIFICATION CARD                  |                                   |
|--|--|--|-----------------------------------|
| (STATE)  |  | <input checked="" type="checkbox"/> COMMERCIAL | <input type="checkbox"/> PERSONAL |
| COMPANY NUMBER   | COMPANY                                |  |                                   |
| 10945  | Tokio Marine America Insurance Company |  |                                   |
| POLICY NUMBER  | EFFECTIVE DATE                         | EXPIRATION DATE                                |                                   |
| CA6401603-15   | 4/1/2025                               | 4/1/2026                                       |                                   |
| YEAR   | MAKE/MODEL                             | VEHICLE IDENTIFICATION NUMBER<br>FLEET         |                                   |
| AGENCY/COMPANY ISSUING CARD  |  |  |                                   |
| Aon Risk Insurance Services West, Inc.<br>707 Wilshire Blvd #2600<br>Los Angeles CA 90017                              |  |  |                                   |
| INSURED  |  |  |                                   |
| ☐ Toyota Motor North America, Inc. #65002<br>Kendall Lexus of Alaska<br>6930 Old Steward Highway<br>Anchorage AK 99518 |  |  |                                   |
| ☐  |  |  |                                   |

SEE IMPORTANT NOTICE ON REVERSE SIDE

**SAMPLE BACK**

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

CLAIMS TELEPHONE NUMBER: 1-866-215-5227

ACORD 50 (2007/02) © ACORD CORPORATION 1983-2007. All rights reserved.

# Qualifying the Customer

## **Driver's License and Age Requirements**

When qualifying a Customer [as the Primary Renter] for permissive use of an LCCS vehicle – as well as authorizing any Additional Driver (AD) that is also present at the time of the rental transaction – you are required to ensure that each individual: (1) possesses and presents you with a valid Driver's License (DL) and (2) meets the minimum age requirement of 21-years of age (or 18-years of age for Maryland, Michigan and New York Dealers).

- ALWAYS view/verify the Customer's DL at the time the rental transaction is conducted.
- ALWAYS view/verify each ADs DL at the time the rental transaction is conducted.
- NEVER authorize or list a Customer or an AD on the Rental Agreement that is not present at the dealership at the time of the rental transaction.
- NEVER "pull" or transfer DL information from a prior rental transaction or Rental Agreement for the Customer or an AD.

## **Valid Driver's License**

The following should be considered when viewing and verifying the Customer's DL or AD's DL at the time of the rental:

1. A "valid" DL is a DL issued by the Customer's or AD's state of residence or country of origin that is not (1) expired, (2) revoked or suspended and (3) does not carry any driving restrictions.
2. An International Driving Permit or License is acceptable but is not required. (See above.)

### **Notes on International Driving Permits or Licenses:**

- Foreign visitors should carry an international driving permit issued by officials in their country of origin.
  - An international DL provides a translation of the Customer's foreign license into the nine (9) official languages of the United Nations (including English).
  - Although an International DL is not mandatory, it will aid you in reviewing and processing the contents of the Customer's foreign license.
3. A Military License is acceptable as long as it is accompanied by the Customer's or AD's state of residence or country of origin DL as well as Active-Duty paperwork.

SEE ALSO Special Notes About Military IDs, page 22.

# Qualifying the Customer

## **Not a Valid Driver's License**

The following documents or forms of identification are not equivalent to a valid DL and should never be accepted in place of a valid DL for the Customer or AD.

1. Learner's Permit – This type of permit carries restrictions as the “Learner” must always have a licensed driver in the vehicle with them and often the Learner cannot drive after dark.
2. Ticket or Citation – Some states/jurisdictions will “hold” a Customer's DL after a ticket or citation has been issued by Police – with the DL not released until the Customer has appeared in court to address the ticket/citation.
3. Identification Card – A state-issued Identification Card does not indicate that the Customer has a valid DL in that state. In general, a state ID card is obtained and used by individuals who do not possess a valid DL or are not old enough to carry a DL, but require a photo ID (i.e., to board an airplane, get a job, open a bank account, etc.).
4. Passport – While this document can be used for identification purposes, it does not indicate that the Customer has a valid DL.

## **Questionable License Paperwork**

The driving privileges and/or limitations associated with the following types of documentation can vary from state-to-state.

- ✓ Temporary License
- ✓ Temporary Permit
- ✓ DL Application
- ✓ DL Renewal Notice

As such, if you wish to accept any of these items as proof of a valid DL you must first contact the issuing Department of Motor Vehicles (DMV) to determine/verify that the paperwork is: (1) valid, (2) not expired and (3) does not carry any driving restrictions.

Always document your “due diligence” to verify anything other than a standard state-issued DL.

- Most state DMV websites are a great resource and often provide general information about Temp Licenses, Driving Permits, Applications, Renewals, etc. Dated screen prints of your research should be maintained with the Customer's rental paperwork.
- For Customer-specific driving status/information, you'll need to contact your local DMV office to verify the paperwork presented by your Customer. Always document your contact/conversation with the date/time, who you spoke with at the DMV and the information the DMV provided.

# Qualifying the Customer

## **Documenting Your Due Diligence**

It is recommended that you always obtain a photocopy the Customer's DL – as well as any AD's DL – and maintain this documentation with the associated LCCS Rental Agreement.

Along with the DL, you should also obtain a photocopy of the Customer's and any AD's personal auto insurance ID card(s).

Maintaining copies of the DL and the insurance ID card can: (1) protect the dealership from claims of negligent entrustment and (2) can expedite your claim handling and subrogation recovery process in the event of a loss.

### Special Notes About Military IDs...

A **Military ID** is acceptable as long as it is also accompanied by BOTH:

- The **Customer's state of residence DL or country of origin DL**. Keep in mind that this DL may be expired depending on how long the Customer has been on active duty. It is important to verify that the DL was *current* when the Customer entered military service/duty.

*AND*

- Proof of **active duty paperwork**.

#### Things to consider when accepting a Military ID:

Many states allow the DL of military personnel on active duty to expire without penalty by granting an extension until such time as the individual is discharged (i.e., generally a grace-period is allowed once the individual is discharged and returns to the states). Some states also offer military personnel the option of renewing their DL via mail.

However, it should be noted that there are still some states that do not grant an automatic extension to military personnel; therefore, their state of residence DL must always be valid (i.e., cannot be expired).

A handful of states only offer an extension to military personnel upon request.

Always check the issuing state's DMV website for details about DL extension for military personnel.

#### Never Copy a Military ID

Title 18, US Code Part I, Chapter 33, Section 701 prohibits anyone from making a photocopy of a military ID. Photocopying a military ID is punishable by fine and imprisonment.

Requesting to view the Customer's military ID is permissible and you may record or write-down information from this ID as it pertains to qualifying the Customer for permissive use of your LCCS vehicle. **Under no circumstances should you photocopy a military ID.**

# Qualifying the Customer

## **Verifying the Customer's Insurance**

Always ensure that you're renting your LCCS vehicle to a Customer who is insured!

Obtain a photocopy of the Customer's current insurance ID card for their own/personal auto policy.

Whenever feasible, always call the Customer's carrier or agent of record to:

- ✓ Confirm that the Customer's policy is in-force – i.e., not expired, has not been cancelled.
- ✓ Determine if the Customer's policy has Physical Damage coverage (i.e., Comprehensive and Collision coverage) that will transfer to your *rental vehicle* in the event of a loss or accident.

*REMEMBER:* When verifying the Customer's coverage, always refer to your LCCS vehicle as a *rental* (never as a loaner) and do not simply ask if the Customer "*has coverage that will transfer*" – always be specific as stated above.

Maintain the photocopy of the Customer's insurance ID card with the associated rental paperwork as proof of your due diligence to verify coverage for your Customer.

In the event of a loss/claim, Sedgwick will need this information about your Customer's insurance in order to initiate subrogation activities to recover the loss – including recovery of your deductible. Without the Customer's (or Additional Driver's) insurance information, the recovery process is delayed.

SEE ALSO Insurance Company Phone Numbers, Exhibit B

# LCCS Rental Agreement

## Importance of the LCCS Rental Agreement

Utilization of the LCCS Rental Agreement (RA) is important because the approved form:

- ✓ **Extends** coverage to the Dealer as a Named Insured under the Business Auto Coverage policy.
- ✓ **Creates** an understanding between the Dealer and the Customer regarding the type of vehicle, the intended rental period, the type of rental (i.e., service, warranty, etc.). When properly completed, the LCCS Rental Agreement becomes a legally binding contract with an outlined *OFFER*, detailed *CONSIDERATION*, and the Customer's *ACCEPTANCE* of the Terms & Conditions of the contract.
- ✓ **Caps** the Dealer's liability to the Minimum Financial Responsibility (MFR) limits of the state where the accident occurred. Without the Rental Agreement, the Dealer's liability is unlimited.
- ✓ **Establishes** the Customer's "contractual obligation" for all damage to or loss or theft of the LCCS vehicle during the rental period – regardless of whether or not the Customer is at fault for the loss.

## Ordering the LCCS Rental Agreement

The approved, standard Rental Agreement (LEXUS 9955) must be sourced from Tara Graphics.

Tara Graphics, a Navigators Company  
3303 Harbor Boulevard, Suite B-12  
Costa Mesa, California 92626

|                   |                          |
|-------------------|--------------------------|
| <b>TOLL FREE:</b> | (888) 480-8921           |
| <b>LOCAL:</b>     | (949) 756-1401           |
| <b>FAX:</b>       | (949) 756-1440           |
| <b>E-MAIL:</b>    | info@taragraphicsinc.com |
| <b>WEBSITE:</b>   | www.taragraphicsinc.com  |

## Using the LCCS Rental Agreement

Without exception, use of the standard LCCS Rental Agreement (LEXUS 9955) is required for each rental transaction conducted by a participating LCCS Dealer.

The LCCS Rental Agreement should be used solely for conducting rental transactions associated with an enrolled LCCS vehicle.

Never use the LCCS Rental Agreement to conduct a rental transaction with a non-enrolled vehicle or a non-LCCS vehicle. This includes a vehicle that has already been paid-off and removed from the LCCS program, as well as any other Dealer-owned vehicles that are not enrolled in the LCCS program and financed through TMCC.

## The Terms & Conditions

If you are printing a hardcopy of the Rental Agreement for the Customer to review/sign, the Terms & Conditions of the Rental Agreement must print on the back of the contract. The RA must be a two-sided document with the applicable rental details on the front and the Terms & Conditions on the back.

# LCCS Rental Agreement

## **Record Retention Requirements**

Per the LCCS P&P (LCCS Rental Agreements, LCCS Rental Agreement Storage and Retention, Page 58), record storage requirements for Rental Agreements are the same as for Repair Orders – six (6) years, plus the current year.

Both the front and back of the open/signed RA – as well as the front and back of the closed RA – must be retained. Rental Agreements may be retained on an electronic basis, or you may choose to keep hardcopies if you are printing RAs and having the Customer sign same.

Quality digital or scanned copies of the Rental Agreement may be retained. Digital or scanned images should be included in your dealership's data back-up process on a nightly/weekly basis.

## **Record Retrieval**

When establishing your record storage plans (i.e., how the RAs will be stored, filed, organized), be sure to consider the retrieval process as well.

From an insurance perspective, a solid retrieval plan is one that allows you to locate and present [to Sedgwick] a signed RA based on limited information provided about a claim or Customer. For example, if only the DOL and License Plate Number were known could you retrieve the applicable/signed RA? If only the DOL and the Customer's name were known, could you locate the associated RA? Etc.

## **Use of Supplemental Forms/Documents**

Use of additional or "supplemental" forms in conjunction with the LCCS Rental Agreement is not recommended. Having the Customer sign multiple "documents" during the rental transaction process can create confusion for your Customer – and could lead to a dispute as to which document is the actual "contract" for the rental transaction (i.e., which document or Terms & Conditions govern the Customer's responsibilities and obligations).

Always consult your dealership's legal counsel before adding any supplemental forms to your rental process. Ultimately, it is the Dealer's responsibility to review and comply with all applicable federal, state, and local laws and requirements before adding any supplemental forms to the rental process.

## **Rental Agreement Remarks**

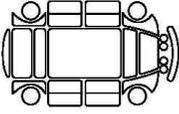
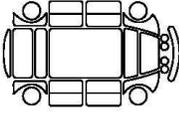
To include Rental Agreement remarks in the REMARKS box on the front of your 2-ply or 3-ply Rental Agreements, please contact Tara Graphics.

# LCCS Rental Agreement – Sample Front

**SERVICE**  
BY LEXUS

LEXUS CUSTOMER  
CONVENIENCE SYSTEM

**RENTAL AGREEMENT PAGE 1**  
LCCS 24 Hour Roadside Assistance  
(800) 255-3987

| CUSTOMER INFORMATION  |  |                   |  | DEALER INFORMATION  |  |  |  |                       |  |  |  |
|---|--|-------------------|--|---|--|--|--|-----------------------|--|--|--|
| CUSTOMER NAME   |  | TO BE PAID BY     |  | RENTAL AGREEMENT #  |  | REPAIR ORDER #   |  |                       |  |  |  |
| HOME ADDRESS  |  |                   |  | STOCK #   |  | SERVICE CONSULTANT   |  |                       |  |  |  |
| CITY  |  | STATE             |  | ZIP CODE  |  | <b>VEHICLE INFORMATION</b>   |  |                       |  |  |  |
| DRIVERS LICENSE NUMBER  |  | STATE             |  | EXPIRATION DATE   |  |  |  |                       |  |  |  |
| BIRTHDATE   |  | HOME PHONE NUMBER |  | MOBILE PHONE NUMBER   |  | VEHICLE IDENTIFICATION NO. (VIN)   |  |                       |  |  |  |
| CUSTOMER E-MAIL   |  |                   |  |   |  | LICENSE NO. STATE  |  |                       |  |  |  |
| <b>CUSTOMER INSURANCE INFORMATION</b>   |  |                   |  | YEAR  |  | MAKE   |  |                       |  |  |  |
|   |  |                   |  | MODEL AND COLOR   |  |  |  |                       |  |  |  |
| <b>ADDITIONAL DRIVERS</b>   |  |                   |  | <b>AUTHORIZED USE DATES</b>   |  |  |  |                       |  |  |  |
|   |  |                   |  | DATE/TIME OUT   |  | I AGREE TO RETURN THE VEHICLE TO THE DEALERSHIP ON OR BEFORE THE DATE AND TIME LISTED BELOW<br><b>DATE/TIME IN</b>                       |  | DATE/TIME IN          |  |  |  |
| NAME OF INSURED   |  |                   |  | CUSTOMER POLICY #   |  |  |  |                       |  |  |  |
| INSURANCE COMPANY NAME  |  |                   |  | EXPIRATION DATE   |  |  |  |                       |  |  |  |
| DEPOSIT TOWARDS DAILY RATE  |  | EXTEND TO DATE    |  | ADDITIONAL DEPOSIT TOWARD THE DAILY RATE \$   |  | DATE EXTENDED INITIAL  |  |                       |  |  |  |
| THE PERSONS NAMED BELOW ARE ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.  |  |                   |  | <b>OUT</b>  |  | <b>IN</b>  |  |                       |  |  |  |
|   |  |                   |  | <input type="checkbox"/> NO DAMAGE INITIALS _____<br> |  | <input type="checkbox"/> NO DAMAGE INITIALS _____<br> |  |                       |  |  |  |
| ADDITIONAL DRIVER 1 NAME  |  | LICENSE NO.       |  | STATE   |  | EXPIRATION DATE BIRTHDATE  |  |                       |  |  |  |
| ADDITIONAL DRIVER 2 NAME  |  | LICENSE NO.       |  | STATE   |  | EXPIRATION DATE BIRTHDATE  |  |                       |  |  |  |
| REMARKS   |  |                   |  |   |  |  |  |                       |  |  |  |
| <p>I UNDERSTAND THAT THIS VEHICLE IS EQUIPPED WITH TELEMATICS TECHNOLOGY AND I HEREBY CONSENT TO THE COLLECTION AND MONITORING OF THIS VEHICLE'S TELEMATICS DATA BY THE DEALERSHIP AND BY LEXUS, AS FURTHER DESCRIBED IN PARAGRAPH 12 ON PAGE 2 OF THE AGREEMENT.</p> |  |                   |  |   |  |  |  |                       |  |  |  |
|   |  |                   |  | MILEAGE OUT   |  | MILEAGE ALLOWED  |  | MILEAGE IN            |  |  |  |
|   |  |                   |  | FUEL OUT  |  | CHARGEABLE FUEL  |  | FUEL IN               |  |  |  |
|   |  |                   |  | <b>RATES DO NOT INCLUDE FUEL</b>  |  |  |  | <b>RENTAL CHARGES</b> |  |  |  |
|   |  |                   |  | MILES   |  | @  |  | ¢                     |  |  |  |
|   |  |                   |  | HOURS   |  | @  |  | \$                    |  |  |  |
|   |  |                   |  | DAYS  |  | @  |  | \$                    |  |  |  |
|   |  |                   |  | WEEKS   |  | @  |  | \$                    |  |  |  |
|   |  |                   |  | CALENDAR DAY/24 HOUR  |  |  |  |                       |  |  |  |
|   |  |                   |  | <b>TOTAL TIME AND MILEAGE</b>   |  |  |  |                       |  |  |  |
|   |  |                   |  | TAXABLE FUEL  |  | GAL @  |  | \$                    |  |  |  |
| SUBTOTAL  |  |                   |  |   |  |  |  |                       |  |  |  |
| NON-TAXABLE FUEL  |  |                   |  | GAL @   |  | \$   |  |                       |  |  |  |
| LESS REFUND FOR   |  |                   |  |   |  |  |  |                       |  |  |  |
| <b>TOTAL CHARGES</b>  |  |                   |  |   |  |  |  |                       |  |  |  |
| LESS DEPOSIT  |  |                   |  |   |  |  |  |                       |  |  |  |
| NET DUE MEMBER  |  |                   |  |   |  |  |  |                       |  |  |  |
| NET DUE CUSTOMER  |  |                   |  |   |  |  |  |                       |  |  |  |
| <b>AMOUNT DUE</b>   |  |                   |  |   |  |  |  |                       |  |  |  |
| <b>CHARGED</b>  |  |                   |  |    |  |  |  |                       |  |  |  |
| \$  |  |                   |  |   |  |  |  |                       |  |  |  |
| <input type="checkbox"/> CHECK <input type="checkbox"/> AMEX <input type="checkbox"/> MC <input type="checkbox"/> VISA  |  |                   |  |   |  |  |  |                       |  |  |  |
| #   |  |                   |  | EXPIRES   |  |  |  |                       |  |  |  |

**WARNING** THIS RENTAL AGREEMENT IS NOT A POLICY OF INSURANCE.  
 • READ ALL DRIVING RESTRICTIONS ON THE REVERSE SIDE CAREFULLY. YOU ARE RESPONSIBLE FOR ALL TRAFFIC VIOLATIONS AND MUST TURN IN ALL SUMMONSES WHEN THE VEHICLE IS RETURNED.  
 • OPERATION OF THE VEHICLE IN VIOLATION OF PARAGRAPH 2 ON PAGE 2 IS PROHIBITED.  
 • YOU MAY BE PROSECUTED IF THE VEHICLE IS NOT RETURNED WHEN DUE.  
 • IF BILL TO PARTY DEFAULTS FOR ANY REASON, YOU ASSUME ALL RESPONSIBILITY FOR CHARGES.

THE UNDERSIGNED CUSTOMER AND ADDITIONAL DRIVERS HAVE READ BOTH SIDES OF THIS AGREEMENT AND THE ADDENDA, IF ANY, ATTACHED BY US HERETO AND AGREE TO THE TERMS AND CONDITIONS THEREIN.

CUSTOMER SIGNATURE  
 X \_\_\_\_\_  
 ADDITIONAL DRIVER 1 SIGNATURE

X \_\_\_\_\_  
 ADDITIONAL DRIVER 2 SIGNATURE

X \_\_\_\_\_

RENTAL PERIODS UNDER THIS AGREEMENT MUST BE FOR LESS THAN 90 CONSECUTIVE DAYS

THANK YOU, WE APPRECIATE YOUR BUSINESS!

PLEASE SEE PAGE 2 ON THE REVERSE SIDE

LEXUS 9955 MST(OH) 04/2023

# LCCS Rental Agreement – Sample Back

LEXUS Customer Convenience System

AUTHORIZED SYSTEM MEMBER

RENTAL AGREEMENT PAGE 2

We hereby rent to you the Vehicle described on Page 1 (the "Vehicle"), subject to all the terms and conditions of this Rental Agreement (the "Agreement"). This Agreement is comprised of Page 1 and Page 2, any addenda attached by us hereto, and the terms and conditions contained therein. The words "you," "your" and "yours" mean the Customer identified on Page 1 and all Authorized Drivers. "We," "us" and "our" means the Dealership identified on Page 1 (the "Dealership").

- Authorized Drivers.** The Vehicle shall be operated or driven only by an Authorized Driver. Except where otherwise specifically authorized by applicable law, for purposes of this Agreement, "Authorized Driver" means each of the following persons who is a licensed driver and is at least age 21: (a) the Customer; (b) any person listed by us on Page 1 as an Additional Driver; (c) the Customer's spouse; and (d) the individual who is the registered owner of the vehicle associated with the Repair Order referenced by us on Page 1. Customer agrees to inform all Authorized Drivers of the terms and conditions of this Agreement.
- Prohibited Uses.** The Vehicle shall NOT be operated or driven by anyone: (a) who engages in intentional or willful conduct that could reasonably be expected to cause damage to the Vehicle or engages in wanton or reckless conduct in connection with the Vehicle; (b) while under the influence of drugs or alcohol; (c) to tow anything that weighs more than the Vehicle manufacturer's recommended towing capacity; (d) to push anything; (e) on an unpaved road; (f) for commercial hire; (g) in connection with conduct that could be properly charged as a felony; (h) in a speed test or contest or driver training activity; (i) who is not an Authorized Driver; (j) outside the United States or Canada; or (k) who provides fraudulent information to us. The Vehicle shall not be left unattended with the keys in it.
- Return of Vehicle.** This Agreement is one of rental only. The Vehicle is our property and shall be returned to our address or to a place we designate on the date shown on Page 1, or earlier if demanded, together with all tires, tools, accessories, and equipment, in the same condition as when rented, ordinary wear and tear excepted. Failure to return the Vehicle to the designated place on the Date Due In (as defined on Page 1) will terminate our permission to possess and operate the Vehicle. If the Vehicle is returned to us at any place other than that listed herein, you agree to pay all expenses we incur to have the Vehicle returned. We or any of our agents or employees may peacefully repossess the Vehicle, without demand, wherever found and may terminate this Agreement if the Vehicle is illegally parked or used in violation of law or this Agreement.
- Responsibility for Damage or Loss to the Vehicle; Reporting to Police.** To the extent permitted by law, you are responsible for all damage to and loss or theft of the Vehicle in connection with this rental regardless of the cause of such damage or loss, whether or not you are at fault. Your responsibility may include, but may not be limited to: (a) all physical and mechanical damage to, or loss or theft of, the Vehicle up to the Vehicle's fair market value measured as follows: (i) if we determine that the Vehicle is a total loss: the total loss value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: the actual cost of the repairs performed or the estimated cost of repairs if we elect not to repair the Vehicle; (b) our actual charges for towing, storage, and impound; (c) Loss of Use; and (d) Diminished Value. As used in this Agreement, "Loss of Use" means a reasonable estimate of all rental revenue we will lose because of damage to, or loss or theft of, the Vehicle, and "Diminished Value" means the difference between the fair market value of the Vehicle immediately before the damage to the Vehicle and immediately after the Vehicle has been repaired. You must report all accidents involving the Vehicle and all theft of or damage or vandalism to the Vehicle to us and to the police as soon as possible within 24 hours of occurrence. As part of such report, you will provide a written description of the incident and the insurance information of the other parties involved. You will make a reasonable effort to secure evidence from any available witnesses to the incident.
- Amounts Due Us.** You shall pay us, on demand, each of the following: (a) all time and mileage charges as computed on Page 1 of this Agreement, with mileage determined by reading the Vehicle odometer (you shall NOT tamper with the odometer and you shall pay for its repair or replacement if any seal has been broken, along with a mileage charge equivalent to the average charge developed from our experience); (b) basic or minimum rate, service, and other charges shown on Page 1 hereof; (c) costs related to fuel as described in Paragraph 8 if the Vehicle is returned with less fuel than when rented; (d) all applicable taxes; (e) all toll, parking and traffic fines, citations, penalties, forfeitures, court costs, towing and storage, and out-of-pocket expenses assessed against us, the Vehicle, or you, unless these charges are due to our fault; (f) our costs and expenses incurred in repossessing the Vehicle; (g) all amounts due to us under Paragraph 4; and (h) all costs associated with our enforcement of this Agreement or collection of charges including, but not limited to, attorneys' fees, collection fees, and costs whether or not litigation is commenced.
- Insurance; Responsibility for Bodily Injury and Third-Party Claims.** You are responsible for all damage or loss you cause to others. By entering into this agreement, you warrant that you have a valid and collectible automobile liability insurance policy in effect that provides coverage for damage to the Vehicle and coverage for injury to others and their property. You agree to maintain your automobile insurance during the term of this Agreement which provides to the owner, to us, and to you, the following primary coverage: (a) bodily injury and third-party claims injury ("BI") and property damage ("PD") liability coverage; (b) personal injury protection ("PIP"), no-fault, or similar coverage where required by applicable law; (c) uninsured/underinsured ("UM"/"UIM") coverage where required by applicable law, and (d) comprehensive and collision damage coverage extending to the Vehicle. Your insurance coverage will provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. **Where permitted by applicable law, by signing this Agreement, you reject UM, UIM, and supplemental no-fault or PIP coverages.** Where we are required to provide such coverage, you hereby select the minimum limits required by law ("Provided Insurance"). In states where the law requires us to provide the Provided Insurance, your insurance will be primary, unless the applicable law requires the Provided Insurance to be primary. Any Provided Insurance applies only to claims of accidental BI and PD resulting from the use of the auto, and is excess to any other valid and collectible insurance whether primary, secondary, excess, or contingent. The Provided Insurance contains exclusions, conditions, and limitations applicable to anyone making a claim for coverage. All the provisions, limits, and exclusions in the Provided Insurance apply to you. You expressly agree to cooperate with your insurer and our insurer if any claim is made, and give us immediate notice of damage, claim, or lawsuit against you. The Provided Insurance applies only in the United States and Canada. Engaging in a prohibited use described in paragraph 2 or any other material breach of this Agreement may void any insurance coverage. Regardless of whether the Provided Insurance coverage is primary or excess to any insurance coverage that you have in place at the time any claim, suit, or cause of action arises, the Provided Insurance and/or your automobile liability insurance policy may not be adequate to fully cover your liability in connection with your use of the Vehicle. To the extent permissible by law and not covered by insurance, you assume sole responsibility for (a) any bodily injury to you and any third party, (b) all damage or loss you cause to yourself and others, and (c) any other third-party claims related to your use or possession of the Vehicle.
- Limited Power of Attorney.** You hereby grant and appoint to us and our designated agent a limited power of attorney to present insurance claims to your insurance carrier. This includes, but is not limited to, claims related to any liability claims against us arising from or in connection with this Agreement, or any vehicle that is damaged, lost, or stolen during the rental period.
- Fuel.** The Vehicle may only be refueled with fuel that is compatible with the Vehicle's specifications. If you return the Vehicle with less fuel in the tank than was present when you first took possession of the Vehicle, you will be charged the cost or costs of replacing the fuel shown on Page 1 or as described in the addenda (if any). You will not receive a credit or refund if you return the Vehicle with more fuel in the tank than was present when you first took possession of the Vehicle.
- Indemnity and Limitation of Liability.** You agree to defend, indemnify and hold us and our affiliates, including without limitation, Toyota Motor North America, Inc., Toyota Motor Sales, U.S.A., Inc., Toyota Motor Credit Corporation, Toyota Connected North America, Inc., and our and their respective parents, subsidiaries, affiliates, shareholders, officers, directors, employees, contractors, agents, predecessors, successors and assigns, past and present (collectively, the "Indemnified Parties") harmless from all claims, liability, costs and attorneys' fees we and the Indemnified Parties incur resulting from, or arising out of, this rental and your use of the Vehicle including, but not limited to, in connection with any Telematics System as defined in Paragraph 12. You release us and the Indemnified Parties from any liability for consequential, special or punitive damages in connection with this rental.
- Disclaimer of Warranties.** You take possession of the Vehicle and any optional accessories "as is", and we exclude all warranties, both express and implied, with respect to the Vehicle and any optional accessories, including any implied warranty of merchantability or fitness for a particular purpose. The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.
- Authorization to Release Payment and Rental Information; Credit Charges.** You authorize us to release your payment, contact, and rental information to any charging authorities to whom you owe any amounts as described in Paragraph 5(e) herein and to any third parties we appoint to assist us in the collection or processing of any amounts you owe us or any charging authorities under this Agreement. We will also release information concerning you and your rental of the Vehicle if required to do so by law. You authorize us to charge the credit card we have on file for payments due to us under this Agreement.
- Telematics Notice and Release.** The Vehicle may be equipped with telematics technology that may include, but may not be limited to, a global positioning system (GPS), a data communication module (DCM), an event data recorder (EDR), and/or other technology that can collect data (such as location data) about the Vehicle (collectively, the "Telematics System"). The Telematics System may (in whole or in part) have been installed or affixed after the Vehicle's manufacture. The Telematics System utilizes wireless technology to transmit data and, therefore, privacy cannot be guaranteed and is specifically disclaimed by you. You expressly consent to the installation of the Telematics System in the Vehicle and you acknowledge and agree that: (a) you have no expectation of privacy related to your use of the Vehicle; (b) we are not responsible for the operability of the Telematics System; (c) to the extent permissible by law, we, our affiliates, and third parties acting on our behalf: (i) may have access to the information supplied by the Telematics System, including, but not limited to: location, automatic crash notification, minor collision information, operational, mileage, diagnostic vehicle health data (including service alerts), tolling (if permitted by law), performance, and driver behavior (collectively, the "Telematics Data"); and (ii) may monitor the Vehicle or disclose such information to the extent permitted by law; and (d) it is your obligation to inform any and all Authorized Drivers and passengers of the terms of this paragraph. By entering into this Agreement, you understand and agree that any Telematics Data resulting from your use of the Telematics System (which may occur automatically by using the Vehicle) will be subject to (i) the Lexus Privacy Notice for Connected Services ("Lexus Privacy Notice") (available at <https://www.lexus.com/privacy/vt/s>), and (ii) the Dealership's applicable Privacy Policy ("Dealership Privacy Policy") (available at Dealer Website listed on page 1), and you consent to the collection, use, monitoring and disclosure of Telematics Data by Lexus and the Dealership in accordance with the Lexus Privacy Notice and the Dealership Privacy Policy, respectively (including, but not limited to, the disclosure of aggregated data for marketing purposes), to the extent permitted by law.
- No Agency.** You are not our agent, servant, or employee for any reason or for any purpose.
- Repairs.** You shall not permit any repairs to the Vehicle or allow any lien to be placed upon it without our consent. You shall be liable for any repairs performed in violation of this paragraph.
- Your Property.** You release us, and the other Indemnified Parties from all claims for loss of, or damage to, your personal property or that of any other person that we received, handled or stored or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- Waiver.** A waiver by us of any breach of this Agreement does not constitute a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement is not a waiver of any other provision of this Agreement. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions will remain valid and enforceable.
- Entire Agreement and Survival.** This Agreement constitutes the sole agreement between you and us with respect to its subject matter. It supersedes any prior written or oral agreements or communications between you and us. It may not be modified except in writing signed by you and us. All terms of this Agreement that by their nature extend beyond its termination will remain in effect until fulfilled. To the extent there is a direct conflict between a provision or term of this Agreement and a law applicable to this rental, the applicable law will govern.

© TOYOTA MOTOR SALES, U.S.A., INC. THIS DOCUMENT AND ITS LANGUAGE MAY NOT BE ALTERED, REPRODUCED, OR DISTRIBUTED WITHOUT WRITTEN AUTHORIZATION FROM TOYOTA MOTOR SALES, U.S.A., INC. LEXUS 98956 MST (04) 04/2023

# LCCS Rental Agreement

## LCCS Rental Agreement Completion Instructions

### 1. Customer Information

At the top-left of the RA form, the **CUSTOMER NAME, HOME ADDRESS, CITY, STATE** and **ZIP CODE** should be completed.

Never list a company, corporation, or business as the Customer. Only an individual/person can be qualified and listed as the Customer.

A P.O. Box is not an acceptable street address.

### 2. Driver's License Information

Below the Customer Information is a space to enter the Customer's **DRIVER'S LICENSE NUMBER**, issuing **STATE** and date the license **EXPIRES**. This information is obtained by physically viewing and verifying the Driver's License (DL) presented by the Customer.

Whenever you grant a vehicle, you must verify the Customer's driving privileges by viewing the Customer's actual DL. This includes verification that the DL has not expired and carries no restrictions.

Make a photocopy of the DL presented by the Customer and maintain this photocopy with the RA paperwork. However, you should never photocopy a Military ID.

NOTE: If the Customer is unable to present their physical/actual DL (i.e., forgot it at home, left it in the car, etc.) you may not grant the vehicle.

### 3. Driver's Date of Birth

Just below the DL Number field is a place to enter the Customer's Date of Birth (DOB) or **BIRTH DATE**. Obtain this date from the DL presented by the Customer.

Keep in mind that the Customer must be 21-years of age or older – unless state laws dictate otherwise.

Granting an LCCS vehicle to a Customer who is under the age of 21 is grounds for claim denial.

### 4. Contact Information

Beside the DOB field, are fields in which to enter the **HOME PHONE NUMBER, MOBILE PHONE NUMBER** and **CUSTOMER'S EMAIL**.

This information provides you with alternate contact methods that may be utilized to reach the Customer for follow-up on their personal vehicle and/or to assist you in locating a past-due rental vehicle.

Ultimately, we are looking for two (2) points of contact which could be represented by home/work numbers or cell/work numbers or an email address.

# LCCS Rental Agreement

## LCCS Rental Agreement Completion Instructions

### 5. Customer's Insurance Information

Below the "Customer Information" section is a place to enter information regarding the Customer's own/personal insurance carrier, the Named Insured on his/her policy, the policy number, and the expiration date.

Remember to make a photocopy of the Customer's personal insurance identification card and maintain this photocopy with the rental paperwork.

### 6. Additional Driver(s)

Shortly following the Customer's insurance information on the left-hand side of the RA is a box that provides authorization for any Additional Drivers of the vehicle (beyond the Primary Renter you've listed at the top/left of the RA).

Remember, each Additional Driver must: (1) be present at the dealership for the rental transaction, (2) possess and present a valid DL and (3) be 21-years of age or older – unless state laws dictate otherwise.

Once you've qualified each Additional Driver, you may add them to the Rental Agreement. Be sure to capture the **ADDITIONAL DRIVER'S NAME, LICENSE NO., STATE, EXPIRATION DATE** and **BIRTHDATE**.

Never authorize or list an Additional Driver who is not present at the dealership at the time of the rental transaction and has not presented their DL for your verification and recording. This applies to the Customer's spouse as well!

If the Customer indicates that *no Additional Drivers* will have a need to use the vehicle, be sure the word "NONE" is populated in this section (either through your rental software or handwritten). If handwriting, draw a diagonal line through the section and have the Customer sign along the line you've drawn – thus indicating they understand that no other individuals have been authorized to drive the rental vehicle.

### 7. Dealer Information

At the top right, beside the "Customer Information" section, is a section dedicated to Dealer information. The Rental Agreement number will populate in this area.

Enter the Customer's **REPAIR ORDER** number associated with this rental transaction. Listing the associated Repair Order: (1) ties this Rental Agreement to the associated Repair Order which supports Section 1, Authorized Drivers definition shown in the Terms & Conditions of the Rental Agreement and (2) documents the Customer's eligibility to be granted an LCCS vehicle per the LCCS Policies & Procedures.

# LCCS Rental Agreement

## LCCS Rental Agreement Completion Instructions

### 8. Vehicle Information

In the top-right area of the RA, just under the “Dealer Information” section is a place to enter the **VEHICLE IDENTIFICATION NUMBER (VIN)**, **LICENSE NUMBER** and **STATE** where the license plate was issued, **YEAR**, **MAKE**, **MODEL** and **COLOR**.

Enter the full VIN, Year, Make, Model, and license plate number of the vehicle granted to the Customer under this contract.

A lack of information, missing information or incomplete information in this area will slow down the claim process and may be grounds for claim denial.

### 9. The Dates

Also in the top-right area of the RA is a place to enter your intended rental period which includes the **DATE OUT** and **DATE DUE IN** – as well as the **DATE IN** or the date the Customer returned the vehicle.

Entering the appropriate dates in these fields is imperative in order to: (1) ensure the Customer understands when the vehicle must be returned to the dealership (DATE DUE IN) and (2) demonstrate that a long-term rental is not being created for the Customer (i.e., DATE OUT vs. DATE DUE IN is not more than 30 calendar days, with the DATE OUT and the DATE DUE IN each counting as a day).

Not entering a DATE DUE IN creates an open-ended contract with the Customer and presents problems if/when the vehicle is converted by the Customer (i.e., Customer will not return vehicle). Local police departments will (often) not assist you with a converted vehicle if a DATE DUE IN is not clearly recorded on the contract.

Select and enter a reasonable and appropriate DATE DUE IN (which is not more than 30 calendar days from the DATE OUT you’ve entered) based on *why* the Customer is renting a vehicle. For example, if the Customer is renting a vehicle because their personal auto was towed-in (not running), entering a 24-hour rental period would not be reasonable. Use your best judgment and expertise to select/list a 30-day or less intended rental period.

#### Rental Period

Please note the box to the right of the signature area (bottom left of form) indicating “RENTAL PERIODS UNDER THIS AGREEMENT MUST BE FOR LESS THAN 30 CONSECUTIVE DAYS.”

The timeframe for any rental transaction conducted on an individual RA must not exceed a 30-day period (i.e., 30 calendar days). Rental terms greater than 30 days are deemed “long-term rentals” and are prohibited by the LCCS program. Long-term rentals created or allowed by the LCCS Dealer are grounds for claim denial.

# LCCS Rental Agreement

## LCCS Rental Agreement Completion Instructions

### 10. Damage Description

On the right-hand side of the RA are two small diagrams of a vehicle. The first vehicle diagram should be used to note existing damage to the vehicle when it is granted to the Customer – specifically, any damage noted during the pre-rental inspection and reviewed with the Customer. Obtain the Customer’s initials on the line provided above the diagram.

If the vehicle is returned with new/additional damage, you can mark the damage in the second vehicle diagram (during the post-rental inspection) when reviewing the vehicle condition with the Customer. Be sure to obtain information about how/when the “new” damage occurred while the vehicle was in the Customer’s possession. (SEE ALSO Rental Vehicle Check-Out & Check-In Sheet, page 33).

### 11. Mileage of Vehicle

Below the vehicle diagrams is a place to log/track the mileage of the vehicle when it is initially granted to the Customer (**MILEAGE OUT**) as well as when the vehicle is returned by the Customer (**MILEAGE IN**).

### 12. Rental Rates

If you are granting a rental for a collision center Customer, you should always list the rental rates in the Rental Rate section of the RA to accurately document your hourly/daily/weekly rental rates.

When providing an internal-billed rental for collision center Customers, it is imperative that you list the rental rates on the RA and the dealership name or a dealership department in the “To Be Paid By” section of the RA.

NEVER indicate “Free”, “No Charge”, “N/C”, “Loaner” or “\$0.00” in the Rental Charges column or elsewhere on the rental agreement.

### 13. Customer’s Signature

Once the RA has been completed, you should discuss the contract with the Customer – reviewing the Customer’s responsibilities while in possession of the rental vehicle. Be sure to review your expectations – such as when vehicle is due back, fuel replacement, mileage limitations, no smoking policy, etc.

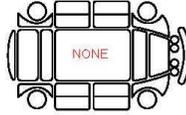
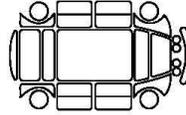
Prior to your release of the vehicle and keys to the Customer, the Customer must sign the bottom-left of the completed form. Additionally, any Authorized (and listed) Additional Drivers must also sign the bottom-left of the completed form.

Never release the vehicle/keys to anyone other than the individual(s) who signed the bottom/left of the completed Rental Agreement.

The Customer’s signature and Additional Driver’s signature (if any) signals their acceptance of the Terms & Conditions of the Rental Agreement (listed on the back of the RA form).

Remember, by signing the Rental Agreement, the Customer accepts responsibility for all loss/damage to the LCCS vehicle up to the full value of the vehicle. This same contractual obligation applies to any Additional Driver(s) that sign the Rental Agreement.

# Sample of a Properly Completed LCCS Rental Agreement

|  |  |   |   |
|--|--|---|---|
| <b>SERVICE</b><br>BY LEXUS   | <b>LEXUS CUSTOMER CONVENIENCE SYSTEM</b> | <b>Dealer Name</b><br>Address<br>City, State Zip Code<br>Phone Number<br>Dealer Code                  | <b>RENTAL AGREEMENT PAGE 1</b><br>LCCS 24 Hour Roadside Assistance<br>(800) 255-3987  |
| <b>CUSTOMER INFORMATION</b>  |  | <b>DEALER INFORMATION</b>   |   |
| CUSTOMER NAME<br>John Smith  |  | TO BE PAID BY   | RENTAL AGREEMENT #<br>247358  |
| HOME ADDRESS<br>3501 Cleveland Drive   |  |   | REPAIR ORDER #  |
| CITY<br>Cleveland  | STATE<br>OH                              | ZIP CODE<br>44139   | SERVICE CONSULTANT  |
| DRIVERS LICENSE NUMBER<br>R356211  |  | STATE<br>OH   | EXPIRATION DATE<br>04/17/2024   |
| BIRTHDATE<br>04/17/1962  | HOME PHONE NUMBER<br>(440) 724 - 4467    | MOBILE PHONE NUMBER<br>(440) 724 - 1234   | <b>VEHICLE INFORMATION</b>  |
| CUSTOMER E-MAIL<br>jsmith@gmail.com  |  |   | VEHICLE IDENTIFICATION NO. (VIN)<br>JTJGZCA4J2002017  |
|  |  |   | LICENSE NO.<br>LEX773   |
|  |  |   | STATE<br>OH   |
|  |  |   | YEAR<br>2022  |
|  |  |   | MAKE<br>Lexus   |
|  |  |   | MODEL AND COLOR<br>RX 350 / Red   |
| <b>CUSTOMER INSURANCE INFORMATION</b>  |  | <b>AUTHORIZED USE DATES</b>   |   |
| NAME OF INSURED<br>John Smith  |  | CUSTOMER POLICY #<br>Smith24  | DATE/TIME OUT<br>02/01/2023<br>5:00 PM  |
| INSURANCE COMPANY NAME<br>United Insurance   |  | EXPIRATION DATE<br>04/01/2024   | I AGREE TO RETURN THE VEHICLE TO THE DEALERSHIP ON OR BEFORE THE DATE AND TIME LISTED BELOW<br><b>DATE DUE IN</b><br>02/25/2023 5:00 PM |
|  |  |   | DATE/TIME IN  |
|  |  |   | DEPOSIT TOWARDS DAILY RATE  |
|  |  |   | EXTEND TO DATE  |
|  |  |   | ADDITIONAL DEPOSIT TOWARD THE DAILY RATE  |
|  |  |   | DATE EXTENDED   |
|  |  |   | INITIAL   |
| <b>ADDITIONAL DRIVERS</b>  |  |   |   |
| THE PERSONS NAMED BELOW ARE ADDITIONAL DRIVERS. IF NONE, PRINT "NONE" ACROSS THIS SECTION AND HAVE SIGNED BY CUSTOMER.   |  |   |   |
| ADDITIONAL DRIVER 1 NAME<br>NONE   | LICENSE NO.                              | STATE   | EXPIRATION DATE   |
| ADDITIONAL DRIVER 2 NAME   | LICENSE NO.                              | STATE   | EXPIRATION DATE   |
|  |  |   | BIRTHDATE   |
|  |  |   | BIRTHDATE   |
| REMARKS<br><i>JS</i> I UNDERSTAND THAT THIS VEHICLE IS EQUIPPED WITH TELEMATICS TECHNOLOGY AND I HEREBY CONSENT TO THE COLLECTION AND MONITORING OF THIS VEHICLE'S TELEMATICS DATA BY THE DEALERSHIP AND BY LEXUS, AS FURTHER DESCRIBED IN PARAGRAPH 12 ON PAGE 2 OF THE AGREEMENT.  |  |   |   |
|   |  | <b>OUT</b>  | <b>IN</b>   |
|  |  | <input checked="" type="checkbox"/> NO DAMAGE INITIALS <i>JS</i>                                      | <input type="checkbox"/> NO DAMAGE INITIALS   |
|  |  |                     |    |
|  |  | CHECKED OUT BY: Brian Davis   | CHECKED IN BY:  |
| MILEAGE OUT  | MILEAGE ALLOWED                          | MILEAGE IN  |   |
| FUEL OUT   | CHARGEABLE FUEL                          | FUEL IN   |   |
| <b>RATES DO NOT INCLUDE FUEL</b>   |  |   |   |
| MILES  | @  | ¢   |   |
| HOURS  | @  | \$  |   |
| DAYS   | @  | \$  |   |
| WEEKS  | @  | \$  |   |
| CALENDAR DAY/24 HOUR   |  |   |   |
| <b>TOTAL TIME AND MILEAGE</b>  |  |   |   |
| TAXABLE FUEL   | GAL @                                    | \$  |   |
| SUBTOTAL   |  |   |   |
| NON-TAXABLE FUEL GAL @ \$  |  |   |   |
| LESS REFUND FOR  |  |   |   |
| <b>TOTAL CHARGES</b>   |  |   |   |
| LESS DEPOSIT   |  |   |   |
| NET DUE MEMBER   |  |   |   |
| NET DUE CUSTOMER   |  |   |   |
| <b>AMOUNT DUE</b>  |  |   |   |
| <b>CHARGED</b>   |  |   |   |
| \$ _____   |  |   |   |
| <input type="checkbox"/> CHECK <input type="checkbox"/> AMEX <input type="checkbox"/> MC <input type="checkbox"/> VISA   |  |   |   |
| # _____  |  |   |   |
| EXPIRES _____  |  |   |   |
| <b>W A R N I N G</b><br>THIS RENTAL AGREEMENT IS NOT A POLICY OF INSURANCE.<br>• READ ALL DRIVING RESTRICTIONS ON THE REVERSE SIDE CAREFULLY. YOU ARE RESPONSIBLE FOR ALL TRAFFIC VIOLATIONS AND MUST TURN IN ALL SUMMONSES WHEN THE VEHICLE IS RETURNED.<br>• OPERATION OF THE VEHICLE IN VIOLATION OF PARAGRAPH 2 ON PAGE 2 IS PROHIBITED.<br>• YOU MAY BE PROSECUTED IF THE VEHICLE IS NOT RETURNED WHEN DUE.<br>• IF BILL TO PARTY DEFAULTS FOR ANY REASON, YOU ASSUME ALL RESPONSIBILITY FOR CHARGES. |  | <b>W A R N I N G</b><br>RENTAL PERIODS UNDER THIS AGREEMENT MUST BE FOR LESS THAN 30 CONSECUTIVE DAYS |   |
| THE UNDERSIGNED CUSTOMER AND ADDITIONAL DRIVERS HAVE READ BOTH SIDES OF THIS AGREEMENT AND THE ADDENDA, IF ANY, ATTACHED BY US HERETO AND AGREE TO THE TERMS AND CONDITIONS THEREIN.<br>CUSTOMER SIGNATURE<br>X <i>John Smith</i><br>ADDITIONAL DRIVER 1 SIGNATURE<br>X _____<br>ADDITIONAL DRIVER 2 SIGNATURE<br>X _____  |  |   |   |
| THANK YOU, WE APPRECIATE YOUR BUSINESS!  |  | PLEASE SEE PAGE 2 ON THE REVERSE SIDE   |   |
|  |  | LEXUS 9955 MST(OH) 04/2023  |   |

Rental Vehicle Check-Out & Check-In Sheet

## Rental Vehicle OUT/IN Condition Report

Customer Name: \_\_\_\_\_ RA #: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Stock/Unit#: \_\_\_\_\_ Plate #: \_\_\_\_\_

Vehicle Identification #: \_\_\_\_\_ RO #: \_\_\_\_\_

| OUT:  |       | IN:                     |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
|---|-------|-------------------------|-------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|---|---|---|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|
| Checked By: _____   |       | Checked By: _____       |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| Date: _____ Time: _____   |       | Date: _____ Time: _____ |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| Mileage: _____  |       | Mileage: _____          |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| LEFT  | RIGHT | LEFT                    | RIGHT |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| <div style="display: flex; flex-direction: column; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-bottom: 5px;">FUEL GAUGE</div> <table border="1" style="border-collapse: collapse; text-align: center;"> <tr><td style="padding: 2px;">F</td></tr> <tr><td style="padding: 2px;">9</td></tr> <tr><td style="padding: 2px;">10</td></tr> <tr><td style="padding: 2px;">7</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">3</td></tr> <tr><td style="padding: 2px;">4</td></tr> <tr><td style="padding: 2px;">5</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">1</td></tr> <tr><td style="padding: 2px;">2</td></tr> <tr><td style="padding: 2px;">3</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">1</td></tr> <tr><td style="padding: 2px;">4</td></tr> <tr><td style="padding: 2px;">1</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">F</td></tr> </table> </div> | F     | 9                       | 10    | 7 | 8 | 3 | 4 | 5 | 8 | 1 | 2 | 3 | 8 | 1 | 4 | 1 | 8 | F |  | <div style="display: flex; flex-direction: column; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-weight: bold; margin-bottom: 5px;">FUEL GAUGE</div> <table border="1" style="border-collapse: collapse; text-align: center;"> <tr><td style="padding: 2px;">F</td></tr> <tr><td style="padding: 2px;">9</td></tr> <tr><td style="padding: 2px;">10</td></tr> <tr><td style="padding: 2px;">7</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">3</td></tr> <tr><td style="padding: 2px;">4</td></tr> <tr><td style="padding: 2px;">5</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">1</td></tr> <tr><td style="padding: 2px;">2</td></tr> <tr><td style="padding: 2px;">3</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">1</td></tr> <tr><td style="padding: 2px;">4</td></tr> <tr><td style="padding: 2px;">1</td></tr> <tr><td style="padding: 2px;">8</td></tr> <tr><td style="padding: 2px;">F</td></tr> </table> </div> | F | 9 | 10 | 7 | 8 | 3 | 4 | 5 | 8 | 1 | 2 | 3 | 8 | 1 | 4 | 1 | 8 | F |  |
| F   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 9   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 10  |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 7   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 3   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 4   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 5   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 1   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 2   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 3   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 1   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 4   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 1   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| F   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| F   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 9   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 10  |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 7   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 3   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 4   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 5   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 1   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 2   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 3   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 1   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 4   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 1   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| 8   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |
| F   |       |                         |       |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |   |   |   |    |   |   |   |   |   |   |   |   |   |   |   |   |   |   |   |  |

I acknowledge that I have examined this vehicle and the above information is correct.

Customer Signature OUT: \_\_\_\_\_ Date: \_\_\_\_\_

I have removed all valuables and personal belongings from the vehicle and hereby acknowledge the dealership and its' authorized vendors are in no way responsible for remaining items.

I acknowledge that I have examined this vehicle and the above information is correct.

Customer Signature IN: \_\_\_\_\_ Date: \_\_\_\_\_

| Damage    | Type          | Code |
|-----------|---------------|------|
| Dent      | Minor         | 1    |
|           | Excessive     | 2    |
| Scratches | Surface       | 3    |
|           | Broken Paint  | 4    |
|           | Chipped Paint | 5    |
| Glass     | Cracked       | 6    |
|           | Chipped       | 7    |

NOTES: If you are using this sheet instead of the small vehicle diagram on the front of the RA, be sure to write "SEE ATTACHED" across the vehicle diagram on the front of the RA.

# LCCS Rental Agreement

## **RA Completion 101 – Tips to Avoid Claim Denial**

A properly completed Rental Agreement is the instrument that delivers coverage to the Dealer (as a Named Insured) in the event of a loss involving one of your LCCS vehicles. As such, always be thorough and accurate when completing the contract.

Below are a few helpful hints on what to focus on in order to avoid the dreaded claim denial:

- ✓ The person listed at top/left of the RA form [as the Primary Renter] must be the person who signs the bottom/left on the Customer Signature line (and agrees to the Terms & Conditions).  

If you've authorized and listed an Additional Driver(s), be sure to capture their respective signatures on the Additional Driver 1 Signature line and the Additional Driver 2 Signature line (thereby securing their agreement to the Terms & Conditions).
- ✓ The signature at the bottom/left of the RA form must match the Customer's DL (i.e., not just initials). Also, never forego the Customer's signature for notes of "Signature on File" or "See File" – these are unacceptable.  

If you've authorized and listed an Additional Driver(s), the signature(s) at the bottom/left of the RA form must match the Additional Drivers' DL (i.e., not just initials). Also, never forego the Additional Drivers' signature for notes of "Signature on File" or "See File" – these are unacceptable.
- ✓ Always list the full DL Number and the correct DL Expiration Date. If the DL presented by the Customer is expired, never alter this date in order to reflect a valid DL.
- ✓ Always list the correct Date of Birth (DOB), as shown on the DL presented by the Customer. If the Customer does not meet the minimum age requirement, never alter their DOB in order to "make" the Customer meet the age requirement.
- ✓ List the correct Year, Make, Model and Full VIN (17-digits) of the LCCS vehicle being granted. Never use internal stock numbers or unit numbers in place of the VIN.
- ✓ List a valid rental period (i.e., Date OUT and Date DUE IN) that reflects/supports the reason the Customer is renting from you. Without exception, the timeframe for any rental transaction conducted on an individual RA must not exceed a 30-day period (i.e., 30 calendar days, with the Date OUT and the Date DUE IN each counting as a day).
- ✓ Properly qualify and list only those Additional Drivers that are present. Never add an Additional Driver after the contract has already been signed – or after the rental period has begun.
- ✓ Do not close the RA (i.e., Date IN) until the vehicle has been inspected and checked-in by your staff.

# LCCS Rental Agreement

## **Rental Agreement Management**

Properly completing the Rental Agreement is a critical key to insurance coverage in the event of a loss/claim. As such, it makes sense to plan/prepare for situations that create a challenge for completing this important contract.

1. Are you able to conduct rental transactions “manually” if your software is down – or [worse] if your dealership loses power?
2. Are non-Service Department employees\* prepared to handle an after-hours rental transaction for a Customer who needs an LCCS vehicle because their personal vehicle has been brought in [or towed in] for service?

\*Dealership employees that typically do not conduct rental transactions and/or are not familiar with the rental process or software used to complete/generate an LCCS RA.

Having an “In Case of Emergency” strategy for conducting rental transactions will: (1) eliminate frustration for both your Customer and your employees and (2) help you avoid a possible claim denial because the LCCS vehicle was not granted with a properly completed/executed LCCS Rental Agreement.

The RA completion instructions on the previous pages can be used as step-by-step directions for situations outside the normal/daily routine of conducting a rental transaction or when a rental transaction must be completed by a dealership employee who is unfamiliar with the process.

Additionally, taking the following steps – *in advance of an emergency* – will ensure that you’re prepared for the unexpected.

### [STEP 1 – Stock the Manual RA Form](#)

Order and stock a supply of the 2-ply or 3-ply LCCS Rental Agreement forms on-hand (LEXUS 9955).

To order 2-ply or 3-ply LCCS Rental Agreement forms (LEXUS 9955), please contact:

Tara Graphics, a Navigators Company  
3303 Harbor Boulevard, Suite B-12  
Costa Mesa, California 92626

|                   |                          |
|-------------------|--------------------------|
| <b>TOLL FREE:</b> | (888) 480-8921           |
| <b>LOCAL:</b>     | (949) 756-1401           |
| <b>FAX:</b>       | (949) 756-1440           |
| <b>E-MAIL:</b>    | info@taragraphicsinc.com |
| <b>WEBSITE:</b>   | www.taragraphicsinc.com  |

# LCCS Rental Agreement

## Rental Agreement Management

### STEP 2 – Prepare Your Rental Staff

Once you have the 2-ply or 3-ply LCCS Rental Agreement forms at your dealership, ensure that your Service Department staff is familiar with where to locate the emergency supply of manual forms.

If you have trained/authorized other dealership personnel (outside of your Service Department staff) to complete a rental transaction, ensure that they are also familiar with where (1) to locate the emergency supply of manual forms and (2) how to properly complete the RA and ensure it is executed or signed by the Customer.

### STEP 3 – Properly Complete the RA Form

Use the completion instructions on the prior pages to “manually” complete or handwrite the LCCS Rental Agreement when the Service Department’s normal/daily rental transaction routine cannot be followed or a Service Department employee (who *is* familiar with the rental transaction process) is not available to assist the Customer.



**REMEMBER:** The original signed copy of the RA (i.e., the 2-ply or 3-ply manual form you completed in this emergency situation) is the contract that governs coverage in the event of a loss or claim. As such, this manual form needs to be completed correctly and in its entirety – and executed/signed by the Customer.

Even if full/complete rental information is later entered into your rental software, the handwritten form executed by the Customer is the only “valid” contract for the rental transaction and any associated loss or claim.



# Past-Due Rentals & Conversions

## **Past-Due Rentals**

A rental is considered “past due” once the Date DUE IN listed at the top/right of the Rental Agreement has passed.

*NOTE:* Always carefully “manage” your default Date DUE IN! If applicable, be sure to over-ride the default date and “change” the Date DUE IN to reflect a valid and intended rental period – of thirty (30) calendar days or less – based on the reason(s) the Customer requires alternate transportation.

Efforts to contact the Customer to coordinate and secure the return of your rental vehicle should begin on [or before] the Date DUE IN unless a rental extension has been authorized and properly documented in your rental software Notes.

## **Working Past-Due Rentals**

Create a process (using your rental software’s reporting tools) to identify rental contracts that are past-due or will be due in the next few days.

Review and “work” this information daily – addressing any RA that is past-due or reflects a Date DUE IN of today/tomorrow.

Follow-up to determine if the Customer’s personal vehicle is ready for pickup. If so, follow-up with the Customer to negotiate and secure the return of your LCCS vehicle. Always enter notes within your rental software regarding this follow-up.

Based on valid business reasons, is an authorized extension needed? If so, process and thoroughly document same. Always enter detailed notes about the authorized extension.

# Past-Due Rentals & Conversions

## **Documenting Your Work**

Always document each and every attempt to contact the Customer regarding a past-due rental, an extension, or a renewal.

Use your rental software's Notes feature to document all activity, updates, or changes to the rental transaction when the activity/update/change occurs (never create a Note after the fact as this information is dated and time-stamped).

This includes documenting all outbound calls to the Customer and any returned calls from the Customer. Maintain detailed notes about any phone message(s) you've left for the Customer, phone message(s) you've received from the Customer, arrangements you've made and/or extensions agreed to with the Customer, etc.

Be sure to log even your unsuccessful or incomplete attempts to reach the Customer (i.e., Customer's phone mailbox full, number rings busy, number disconnected, etc.)

Remember, this documentation demonstrates that an open-ended rental period was not intended and supports coverage in the event of an accident/loss (i.e., may be requested as file documentation for your claim with Sedgwick).

## **Customer Follow-Up – Via Phone**

All calls/conversations with the Customer regarding the past-due rental must be documented when these activities take place (not after the fact). Attempting to create/complete a Phone Log after the fact will be viewed as misrepresenting a material claim fact and is grounds for coverage denial.

When following-up with the Customer via phone, always document the date, time, number called, who you spoke with, what was discussed, what was agreed to and/or what information or instruction was left in the message. **Be sure you specifically reference the return of the LCCS vehicle!**

Use only your rental software's Notes feature to log your calls/conversations with the Customer.

## **Customer Follow-Up – Via Text**

While you may communicate with the Customer via text – this activity would be considered a *secondary* method of contact only. Such communication with the Customer must still be thoroughly documented within your rental software's Notes feature.

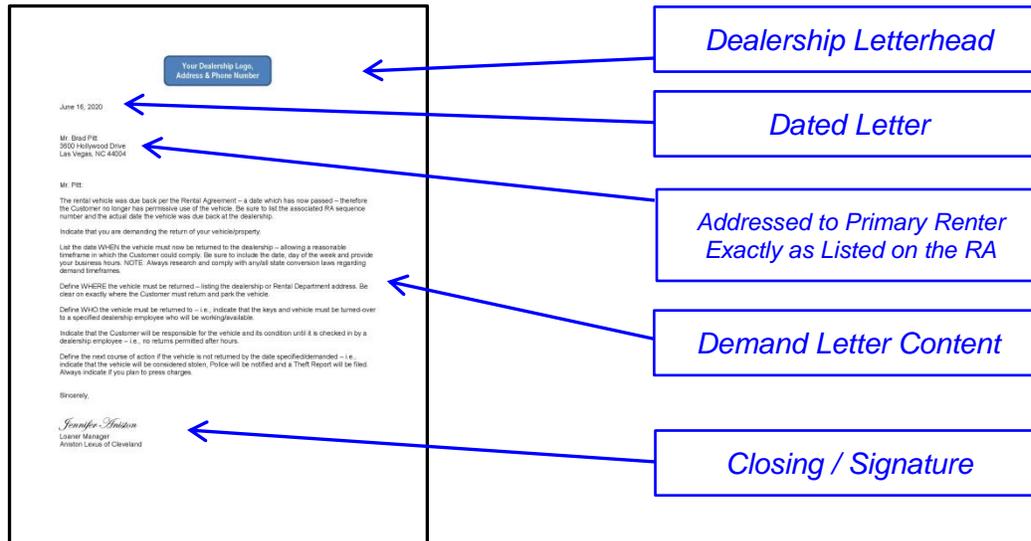
## **Customer Follow-Up – Via Social Media**

While you may communicate with the Customer via social media – this activity would be considered a *secondary* method of contact only. Phone calls to the Customer's phone numbers (home, work, other) must still be placed and thoroughly documented within your rental software's Notes feature.

# Past-Due Rentals & Conversions

## **Customer Follow-Up – Via Demand Letter**

If you've made a reasonable number of attempts to reach the Customer regarding the return of your rental vehicle (i.e., documented at least three (3) attempts) you should prepare and send the Customer a letter demanding the return of your vehicle/property.



### Your demand letter should always be:

- ✓ Issued on dealership letterhead – never on plain/white paper.
- ✓ Dated to reflect the date the letter is being mailed to the Customer.
- ✓ Addressed to the Primary Renter exactly as it appears on the associated Rental Agreement.
- ✓ “Signed” by the dealership representative that is issuing the correspondence. This should include your name, title, and your signature (actual/wet or electronic).
- ✓ Sent to the addressed Customer via certified mail (with a return receipt requested) or via FedEx (i.e., a mailing method that allows you to trace the delivery or refusal of delivery).
- ✓ Copied and maintained with the Customer's rental paperwork. Remember to also maintain any other documentation that demonstrates the mailing method (i.e., FedEx slip, Certified Mail Receipt, etc.).

# Past-Due Rentals & Conversions

## Demand Letter Content

The content of your demand letter should always include the following key points:

1. The rental vehicle (Year, Make, Model and full VIN) was due back per the Rental Agreement and is now **past-due**. As such, the **Customer no longer has permissive use of the vehicle**. Be sure to list the associated RA sequence number and the actual date the vehicle was due back at the dealership.
2. Indicate that you (as the Registered Owner) **demand the return of your vehicle/property**.
3. List the **date WHEN the vehicle must now be returned** to the dealership – allowing a reasonable timeframe in which the Customer could comply. Be sure to include the date, day of the week and provide your business hours. When selecting this date, always research and comply with any/all state conversion laws regarding demand timeframes.
4. Define **WHERE the vehicle must be returned** – listing the dealership or Rental Department address. Be clear on exactly where the Customer must return and park the vehicle.
5. Define **WHO the vehicle must be returned to** – indicating that the keys and vehicle must be turned-over to a specified dealership employee who will be available on the date listed in the demand letter.
6. Indicate that the **Customer will be responsible for the vehicle** and its condition until it is checked-in by a dealership employee. Specifically indicate that no returns are permitted after-hours.
7. Define the **next course of action** if the vehicle is not returned by the date specified/demanded – specifically indicate that the vehicle will be considered stolen, Police will be notified, and a Theft Report will be filed. Always indicate if you plan to press charges.

# Past-Due Rentals & Conversions

## LCCS Insurance Requirements for Past-Due Rentals & Conversions

- ✓ Preparing for a possible past-due rental begins “at the beginning” when the Rental Agreement is completed/executed. Always select and list a valid and reasonable Date DUE IN on the RA. This date may not be more than 30-calendar days from the Date OUT.
- ✓ Remember to *work* your open rental transactions on/before the Date DUE IN listed for each respective RA (i.e., follow-up phone calls to the Customer, authorized and documented rental period extensions if applicable, etc.).
- ✓ Maintain detailed notes of all calls/conversations with the Customer regarding the return of your vehicle by utilizing your rental software’s Notes feature.
- ✓ Document any authorized extension(s) granted for valid business reasons. All authorized extensions should begin/occur within the first thirty (30) days of the rental period.
  - Be sure the total length of the rental period, including extensions, does not exceed 30-calendar days.
- ✓ Send a demand letter after three (3) documented attempts to reach the Customer have not generated the return of your vehicle.
- ✓ Send all demand letters via certified mail or FedEx.
- ✓ Maintain a copy of the signed/mailed demand letter for your files.
- ✓ A Police or Theft Report is required for all conversions. Be sure to notify Police and file the appropriate report for your area/jurisdiction/state. Be prepared to press charges.

### What you should know about an insurance claim associated with a theft or conversion:

For thefts and conversions, the Date of Loss (DOL) is the date you notify the Police and/or a Theft Report is filed. As such, do not close the associated Rental Agreement before you have completed this notification to Police and filed a Theft Report.

A thirty (30) day “holding period” is required on any settlements associated with theft or conversion claims. The 30-day timeframe or “clock” begins when you report the claim to Sedgwick.

**REMEMBER:** Once the Theft Report is filed, if the vehicle is later **recovered**, it is the Dealer’s responsibility (as the Registered Owner) to notify Police and have the vehicle removed from their stolen vehicle list (aka hot sheet).

# Longer-Term & Repeat LCCS Customer

## Importance of the Rental Period

Both the LCCS P&P and the LCCS Rental Agreement clearly indicate that an individual Rental Period made under any one (1) Agreement must be for less than 30 consecutive days (see bottom/left of the RA, to the right of the signature box).

|  |   |
|--|---|
| THE UNDERSIGNED CUSTOMER AND ADDITIONAL DRIVERS HAVE READ BOTH SIDES OF THIS AGREEMENT AND THE ADDENDA, IF ANY, ATTACHED BY US HERETO AND AGREE TO THE TERMS AND CONDITIONS THEREIN. |   |
| CUSTOMER SIGNATURE   |   |
| X _____  |   |
| ADDITIONAL DRIVER 1 SIGNATURE  |   |
| X _____  |   |
| ADDITIONAL DRIVER 2 SIGNATURE  |   |
| X _____  |   |
|  | RENTAL PERIODS UNDER THIS AGREEMENT MUST BE FOR LESS THAN 30 CONSECUTIVE DAYS |

Limitation of the rental period is standard in the rental industry as *permissive use* of a rental vehicle for a period of more than thirty (30) days may fall under the individual state's leasing regulations – versus short-term rental regulations.

The difference between your transactions being viewed as a rental vs. a lease can greatly affect your dealership's exposure in the event of a loss. To further illustrate this point, please consider the following:

- ✓ Most state legislatures (if not all) define the OWNER of a motor vehicle. That very definition of an "Owner" may alter the type and/or amount of insurance required in the event of an accident or loss. In short, this definition could establish whether the liability exposure can be capped at the state Minimum Financial Responsibility (MFR) limit or if the exposure could reach into the LCCS program's excess layers of liability coverage.

- ✓ In some states, a RENTER is defined as any person in a manner obligated under a contract for the hire of a passenger vehicle from a rental company for a period of less than 30 days.

As such, a period of more than thirty (30) days changes the "status" of the Renter to a long-term Renter or Lessee – and therefore exposes the excess layers of liability coverage (i.e., may not be able to cap the liability exposure at the MFR, per the Terms & Conditions of the LCCS Rental Agreement).

- ✓ In other states, the person renting a vehicle can become an OWNER if the vehicle is rented for more than 30 days.

In this scenario, one could argue that for any rental period of more than 30 days, the Renter/Owner is due the excess layers of liability (i.e., may not be able to cap the liability exposure at the MFR, per the Terms & Conditions of the LCCS Rental Agreement).

It is acknowledged and understood that at times your business needs may call for a Customer to remain in the LCCS vehicle for more than 30 days (i.e., recall, parts delay, etc.). The guidelines on the subsequent pages will provide you with direction and assist you in reducing possible loss exposure during these circumstances.

# Longer-Term & Repeat LCCS Customer

## **Establishing the Original Intended Rental Period**

When you know the Customer's rental needs will be longer-term or repeated (back-to-back), always establish each Rental Agreement (RA) associated with this Customer for a period of twenty-five (25) days or less.

Remember, the number of calendar days between the Date OUT and the Date DUE IN listed on the RA is used to measure the *intended* rental period.

>>>>NOTE: The Date OUT and the Date DUE IN each count as one day.

The Customer should be asked to return to the dealership (with the LCCS vehicle) on/about day 25 so the Dealer (as the Registered Owner of the LCCS vehicle) can re-qualify the Customer and then complete/execute a new Rental Agreement.

Using a 25-day rental period gives the Dealer a *grace period* in case the Customer is unable to return to the dealership on the exact date (Date DUE IN) requested.

## **To Extend or To Renew the Rental Agreement**

If the Customer requires permissive use of the LCCS vehicle – *beyond the original rental period* – the rental contract must be either extended *OR* renewed prior to Day 30.

1. EXTENSION – Authorizing/documenting additional days to the Customer's original RA and original rental period. *You should not extend a Customer's rental period if the additional days will take the total rental period beyond 30 days.*
2. RENEWAL – Occurs when the Customer physically returns to the dealership to be re-qualified and a new RA is completed and signed by the Customer (i.e., the next rental contract has a different sequence number).

Remember, all initial authorized RA extensions and all RA renewals must be completed prior to the 30<sup>th</sup> calendar day of the *original intended rental period*.

# Longer-Term & Repeat LCCS Customer

## **Extensions – TSD-Generated Rental Agreements**

Rental period extensions are permitted for a brief period of time following the original intended rental period established on the Customer's first/starting RA.

The timeframe of extensions should be carefully managed and should never exceed a total of thirty (30) days before the rental is renewed. **You are required to renew the Rental Agreement every 30 days.**

Using your TSD software, you can extend or update an RA Date DUE IN for valid business reasons (i.e., Recall Customer, parts still on back order, etc.). Your action of changing/updating the Date DUE IN is logged in the TSD "Agreement History", along with a date/time stamp of when this extension was completed.

Each extension period (or additional rental days being granted) should keep the total rental period to 30 days or less.

Always add a detailed TSD NOTE to describe why you authorized an extension, along with the new Date DUE IN selected.

Be sure to communicate with the Customer that a rental period extension has been authorized and remind the Customer of their next Date DUE IN. (REMEMBER: If your Customer remains in the same vehicle (with different Rental Agreements with rental periods of 30-days or less) you must "move" the Customer to a new/different RT vehicle on the 4<sup>th</sup> rental or prior to day 90.)

Properly documented rental period extensions are the Dealer's proof of due diligence to monitor and manage a longer-term rental Customer. Further, this documentation demonstrates that an open-ended rental period was not intended and supports coverage in the event of an accident/loss.

# Longer-Term & Repeat LCCS Customer

## Rental Extension Example (For TSD Users ONLY)

| Original Rental Transaction            | Date OUT   | Date DUE IN | # of Rental Days |
|--|------------|-------------|------------------|
| Original Rental/RA #123                | 04/01/2025 | 04/10/2025  | 10 Calendar Days |
| <i>Original Intended Rental Period</i> |            |             |                  |

| 1 <sup>st</sup> TSD Extension                 | Date Processed | New Date DUE IN | # of Extension Days | # Total Rental Days |
|---|----------------|-----------------|---------------------|---------------------|
| Extend RA #123<br>(For Valid Business Reason) | 04/10/2025     | 04/15/2025      | 5                   | 15                  |

| 2 <sup>nd</sup> TSD Extension                 | Date Processed | New Date DUE IN | # of Extension Days | # Total Rental Days |
|---|----------------|-----------------|---------------------|---------------------|
| Extend RA #123<br>(For Valid Business Reason) | 04/15/2025     | 04/25/2025      | 10                  | 25                  |

In this example, the Customer should return to the dealership on/about 04/25/2025 for a rental *RENEWAL*.

At the end of this 2<sup>nd</sup> extension, the Customer needs to return to the dealership to be re-qualified, sign a new RA and have the rental vehicle changed - *all prior to Day 30*.

# Longer-Term & Repeat LCCS Customer

## **Renewals**

Prior to the Date DUE IN listed on the original RA, renew the rental by requesting that the Customer return to the dealership (with the LCCS vehicle) so they may be re-qualified, and a new RA completed/executed.

### **1. Post-Rental Inspection:**

- ✓ When the Customer returns, re-inspect the LCCS vehicle for damage, wear and tear and/or any service/maintenance that may need to be addressed (i.e., oil change, tire rotation, etc.).
- ✓ Any new damage must be noted and addressed with the Customer while he/she is still present at the dealership AND before the associated RA is closed.

### **2. Change the Vehicle:**

- ✓ Whenever possible, the Customer should be placed in a different LCCS vehicle with each renewal in order to remove any “sense of ownership” on the part of the Customer.
- ✓ The Customer should *always* be placed in a different LCCS vehicle if new damage is noted during a post-rental inspection.

**NOTE: You are required to change the vehicle on every 4<sup>th</sup> rental or every 90 days.**

### **3. Re-Qualify the Customer:**

- ✓ Review/qualify the Customer again! You must physically re-review and re-verify the Customer's Driver's License, insurance information, etc. Re-verification of the Customer's personal information must occur every time a new RA is completed.
- ✓ This qualification process should be the same as the process you would conduct for any first-time rental Customer.

### **4. Complete & Execute New Rental Agreement:**

- ✓ Create a new Rental Agreement (contract must have new RA sequence number at the top/right) for the next 25-day period.
- ✓ Always obtain the Customer's signature on the new contract (i.e., “Signature on File” or a reference to the prior RA/signature is not acceptable).
- ✓ Remember, a signature is always required on the Rental Agreement even if the Customer will be utilizing the same vehicle.

If the Customer is unable to return to the dealership (or for customer service reasons you do not wish to request that they do so), you may conduct a renewal with the Customer “in the field” (i.e., at their home or place of business) after you've re-inspected the LCCS vehicle.

# Longer-Term & Repeat LCCS Customer

## **Renewal Limit**

Back-to-back rentals – even when the vehicle has been changed on every 4<sup>th</sup> rental or every 90 days – may not exceed twelve (12) consecutive months.

After twelve (12) consecutive months of renting to the same Customer, the Dealer must cease renting to this individual – as either the Primary Renter or as an Additional Driver – for at least thirty (30) days before the rental relationship may be re-established.

## **Support for Recall Customers**

For those longer-term, repeat Customers who have their personal Lexus vehicle at the dealership under an open/active Repair Order due to a Recall, rentals to this Customer may continue beyond twelve (12) consecutive months as long as all other longer-term and repeat rental requirements – *as stated on prior pages in this section* – are followed. These requirements include:

- ✓ Establishing a valid original rental period
- ✓ Properly completing renewals in a timely manner or within the required 30-day timeframe, conducting post-rental inspections, re-qualifying the Customer, and executing a new rental contract
- ✓ Completing timely and detailed documentation (i.e., within your rental software) regarding any authorized extensions and/or follow-up with the Customer specific to a past-due rental
- ✓ Changing the LCCS rental vehicle at least every 90 days – or more frequently if feasible.

Additionally, for longer-term Rental/Recall Customers, Dealers must document the steps required to obtain the parts needed to complete the campaign (i.e., what is the ETA of the ordered parts?). In the event of a loss/claim associated with one of these Rental/Recall Customers, Sedgwick may request such documentation.

# Employee Usage

For insurance purposes, there are two different scenarios in which an employee may have permissive use of an LCCS vehicle:

- ✓ **SCOPE & COURSE:** A vehicle is being operated by an employee in order to support the “care and feeding” of your fleet. Such work activities would include use/movement of the vehicle for fueling or washing.
- ✓ **CUSTOMER RENTAL:** The employee’s personal vehicle is at your dealership for service under an open/valid Repair Order (RO).

|                                 | Scope & Course     | Customer Rental (Open RO) |
|---------------------------------|--------------------|---------------------------|
| Documentation Required          | Non-Revenue Ticket | Rental Agreement          |
| Applicable Deductible           | \$2,000            | \$1,000                   |
| Subro Pursued Against Employee? | No                 | Yes                       |

## **Acceptable Scope & Course Usage**

An employee of the dealership – who possesses a valid DL that is not expired, not revoked/suspended and carries no driving restrictions – may operate an LCCS vehicle for scope-and-course activities that directly relate to the care or maintenance of the vehicle.

Approved scope and course activities include:

- Taking the vehicle to be washed
- Taking the vehicle to be fueled
- Taking the vehicle for service/maintenance
- Conducting a Customer Courtesy Drop-Off/Pick-Up
- Movement within the confines of dealership property

# Employee Usage

## Acceptable Scope & Course Usage

### Customer Courtesy Drop-Offs & Pick-Ups

For Customer courtesy drop-offs and pick-ups, a Non-Revenue Ticket (NRT) must be completed. The completed NRT must be signed by both the employee conducting the transaction, as well as the dealership manager that assigned/approved the scope-and-course activity.

Once the LCCS vehicle is dropped-off at the Customer's home or place of business – and the vehicle is transferred to the Customer's responsibility – an RA must then be completed for this rental transaction and executed or signed by the Customer. A copy of the completed/signed Rental Agreement should be provided to the Customer.

Important points to remember about the Customer courtesy drop-off/pick-up process:

- The NRT is required for the employee's use of the vehicle during the drop-off and pick-up portions of this customer service.
- The RA is only for the Customer's use of the vehicle once it has been dropped-off by the employee and up until it is later picked-up by the employee for return to the dealership (i.e., never list the employee as an Additional Driver on the Customer's RA).
- The employee's use or movement of the vehicle during a Customer courtesy drop-off/pick-up is restricted to these points: (A) from the dealership to the Customer's home or place of business and (B) from the Customer's home or place of business and the dealership. No deviation in the route between the dealership and the customer drop-off/pickup location is permitted.
- If at the end of the [business] day, an employee drives the Customer's vehicle to the Customer's home, business, or other location to pick-up the LCCS vehicle, the employee may drive the LCCS vehicle home for the night. The employee must return the LCCS vehicle to the dealership the morning of the next calendar day. Even if the dealership is closed the next calendar day, it is still the employee's responsibility to have the vehicle returned to the dealership that next morning.

*Special Note: The Non-Revenue ticket should include authorization indicating the employee may keep the LCCS Vehicle overnight, to be returned to the dealership the morning of the next calendar day.*

# Employee Usage

## Non-Revenue Ticket

A Non-Revenue Ticket (NRT) must be completed whenever an employee operates and/or has custody and control of an LCCS vehicle for an assigned acceptable scope-and-course task.

### Sample of an LCCS Non-Revenue Ticket

|   |  |  |  |   |  |                |  |
|---|--|--|--|---|--|----------------|--|
| <b>SERVICE</b><br>BY LEXUS  |  | Lexus<br>Customer<br>Convenience<br>System |  | <b>NON-REVENUE TICKET – FOR EMPLOYEE USE ONLY</b> |  |                |  |
| VIN:  |  | LICENSE NUMBER                             |  | STATE   |  | MILES IN       |  |
| YEAR / MAKE / MODEL   |  | OWNING LOCATION                            |  |   |  | MILES OUT      |  |
| DATE / TIME OUT   |  | DATE / TIME IN                             |  |   |  | MILES DRIVEN   |  |
| REASON FOR USE: <input type="checkbox"/> LOCAL MOVEMENT (PURPOSE & DESTINATION) _____<br><input type="checkbox"/> SERVICE/REPAIRS (NAME OF GARAGE OR DEALER & TYPE OF SERVICE / REPAIRS) _____<br><input type="checkbox"/> OTHER (EXPLAIN) _____  |  |  |  |   |  |                |  |
| <small>ONLY REGULAR EMPLOYEES, IN PURSUIT OF ASSIGNED DUTIES, MAY DRIVE THIS LCCS VEHICLE ON THIS NON-REVENUE TICKET. UNDER NO CIRCUMSTANCES SHOULD ANY OTHER PERSON BE PERMITTED TO OPERATE A LCCS VEHICLE ON THIS TICKET. ALL LCCS CUSTOMERS MUST SIGN A RENTAL AGREEMENT. ALL DRIVERS SHOULD MEET ALL YOUR QUALIFICATION STANDARDS. ANY EMPLOYEE NOT COMPLYING WITH THE ABOVE MAY BE SUBJECT TO DISCIPLINARY ACTIONS OR DISMISSAL. DRIVER MUST SIGN AND HAVE A VALID DRIVER'S LICENSE.</small> |  |  |  |   |  |                |  |
| VEHICLE ISSUED TO:  |  |  |  | VEHICLE AUTHORIZED BY MANAGEMENT:                 |  |                |  |
| EMPLOYEE DRIVER'S NAME (PLEASE PRINT):  |  |  |  | AUTHORIZING MANAGER'S NAME (PLEASE PRINT):        |  |                |  |
| EMPLOYEE TITLE (PLEASE PRINT):  |  |  |  | MANAGER'S TITLE (PLEASE PRINT):                   |  |                |  |
| EMPLOYEE SIGNATURE:   |  | DATE SIGNED:                               |  | MANAGER'S SIGNATURE:                              |  | DATE SIGNED:   |  |
| EMPLOYEE DRIVER'S LICENSE (DL) INFORMATION:   |  |  |  |   |  |                |  |
| DL NUMBER:  |  | DL ISSUING STATE:                          |  | DL EXPIRATION DATE:                               |  | DATE OF BIRTH: |  |
|   |  |  |  |   |  |                |  |
| <small>13-LSC-07483 COPY DISTRIBUTION: AT COMPLETION -- (1) COPY WITH DRIVER (2) COPY TO CAR CONTROL 00206-98501-NRT</small>  |  |  |  |   |  |                |  |

In the event of a loss involving an employee conducting a scope-and-course activity, a completed NRT must be submitted to Sedgwick along with your claim documentation.

The LCCS NRT, can be ordered through the dealership Parts Department via Dealer Daily ordering system using Part# 00206-98501-NRT.

## Unacceptable Scope & Course Usage

Below is a *sampling*\* of unacceptable scope-and-course activities.

- An employee's personal use of the vehicle for any reason
- Transportation to/from a training class or business meeting
- Running errands for the dealership (i.e., banking, picking-up amenities for the Customer guest lounge, as a chase vehicle, etc.)
- Parts pick-up and/or delivery

\*NOTE: Not intended to represent an inclusive list of unacceptable employee uses.

# Employee Usage

## **Employee/Customer Rental**

If the employee's personal vehicle (i.e., a vehicle registered in the employee's name) is at the dealership for service or repair – and a valid Repair Order can be provided to support same – the employee would be viewed as a Customer in the event of a loss/claim.

In these instances, the rental transaction should be handled exactly as you would for any Customer of the dealership (i.e., same qualifications, same RA completion, same rules, etc.).

When the employee's personal vehicle is at the dealership for service or repair the increased \$2,000 deductible *DOES NOT APPLY*.

## **Employee Rentals – A Final Note**

### [Why should I try to "limit" the frequency of employee usage?](#)

When a Customer who has been given permissive use of the LCCS vehicle via a properly completed and signed Rental Agreement is subsequently involved in an accident, barring any negligence on the part of the Dealer, liability exposure to the Dealer and the LCCS program can be capped or limited to the respective state's Minimum Financial Responsibility (MFR) limit.

In contrast, when an employee is driving an LCCS vehicle – whether they are presented as an employee conducting "scope and course" activities on a NRT or as a bona fide Customer (with an open RO) on a Rental Agreement – liability exposure to the Dealer and the LCCS program may be *unlimited* (i.e., cannot always be capped at the respective state MFR limit).

Under the LCCS program, liability coverage is afforded to the Dealer as a Named and includes an excess layer of liability beyond the MFR limits, representing \$10M in Bodily Injury and Property Damage coverage. As such, each and every time you allow an employee (who is considered a Named Insured) to get behind the wheel of an LCCS vehicle, this represents a potential exposure of the excess liability policy – representing a potential expanded exposure to the Dealer and the LCCS program.

Other than the "care and feeding" of an LCCS vehicle, you should carefully measure the appropriateness of an employee's use of the vehicle before granting permission.

# Risk Management Tips & Tools

When managing the rental process at your dealership, it is imperative that focus is placed on administration of the rental contracts, qualification of the Customer [and each/every Additional Driver], as well as control of the vehicles and keys.

The following pages provide you with several critical areas that should be part of your daily administrative practices and procedures.

## **The Rental Agreement – Correct Sequence & Storage**

When properly completed [by you] and executed [by the Customer], the RA is a legally binding document and is the cornerstone of coverage for the Dealer (i.e., the properly completed/executed contract is what actually extends coverage to the Dealer).

Given the importance of this form, always maintain a firm control of your supply of RAs.

## **The Rental Agreement – Emergency Supply**

The points outlined below should be closely adhered to when managing the supply of 2-ply or 3-ply manual forms you have stocked for emergency purposes.

- ✓ Keep all unused RAs in numerical or “sequence” order (i.e., the RA sequence number is pre-printed at the top/right of the form).
- ✓ Always use the forms in RA sequence number order
- ✓ During business hours, the unused RAs should be stored in a drawer or file cabinet – not out in the open/unattended.
- ✓ At night, the unused RAs should be stored in a drawer or file cabinet that can be locked/secured.
- ✓ Secure and maintain a copy of all open/signed Rental Agreements for vehicles that are on-rent.

REMEMBER: A copy of the open/signed RA (front and back) – along with the closed copy of this same RA sequence number – is required by Sedgwick in order for your claim to be processed.

- ✓ Record retention requirements for open/signed RAs [and the closed copy of this same RA sequence number] are the same as for Repair Orders – 6 years plus current year.

SEE ALSO Rental Agreement Management, page 36.

## **The Rental Agreement – Always Use One & Always Keep One**

Without exception, never grant use of an LCCS vehicle without a properly completed and executed RA.

Once the RA has been completed [by you] and executed [by the Customer], always maintain this signed copy for your files. Use due care in securing this signed copy – without it, there is no coverage for the Dealer in the event of a loss/claim.

# Risk Management Tips & Tools

## **Qualifying Your Customers/Drivers**

Each Customer who is being granted permissive use of an LCCS vehicle must meet the minimum rental requirements of the LCCS program and insurance policy:

- ✓ The Customer must be physically present at the dealership [or at their home or place of business if conducting a courtesy drop-off] in order to be qualified for the rental transaction and listed on the associated RA (as the Primary Renter).
- ✓ The Customer must possess/present you with a valid DL at the time of each rental transaction.
- ✓ The Customer must be twenty-one (21) years of age or older.

**ONLY EXCEPTION:** For Dealers located in Maryland, Michigan, and New York – the minimum rental age is eighteen (18).

The same rental requirements apply to each and every authorized Additional Driver of the vehicle:

- ✓ The authorized Additional Driver(s) must be physically present at the dealership to be qualified for the rental transaction and listed on the associated RA in the designated Additional Driver Section.
- ✓ The authorized Additional Driver(s) must possess/present you with a valid DL at the time of each rental transaction.
- ✓ The authorized Additional Driver(s) must be twenty-one (21) years of age or older.

**ONLY EXCEPTION:** For Dealers located in Maryland, Michigan, and New York – the minimum rental age is eighteen (18).

## **Ensure that the Customer is Insured**

Always obtain insurance information from the Customer (and each authorized Additional Driver) specific to their personal auto carrier, policy, and coverages.

Specifically, be sure to determine if the Customer has coverage that will *transfer* to your vehicle while it is in their possession.

SEE ALSO Verifying the Customer's Insurance, page 23.

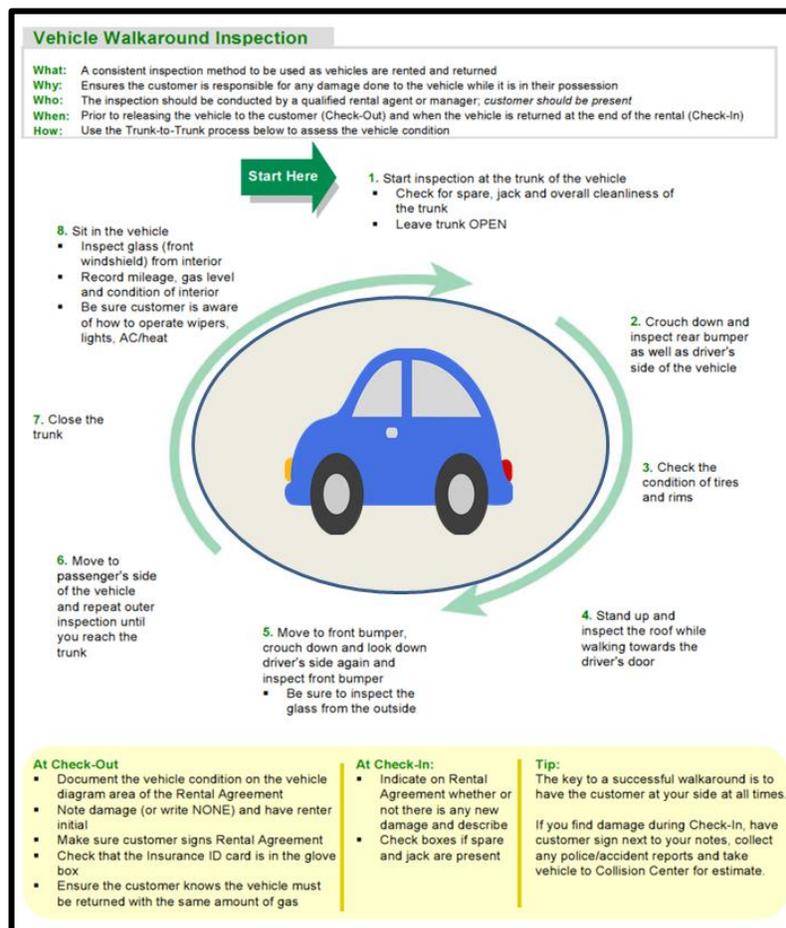
# Risk Management Tips & Tools

## Trunk-to-Trunk Inspections

Ensure that each LCCS vehicle is properly maintained according to the manufacturer suggested maintenance schedule. Avoid the potential for a product liability claim or lawsuit.

Without exception, each LCCS vehicle should be checked for damage: (1) **prior to releasing** the vehicle to the Customer and (2) **when the vehicle is returned** to the dealership at the end of the Customer's rental period.

- ✓ Always complete the pre-rental inspection of the vehicle with the Customer present. The pre-rental condition of the vehicle should be denoted on the front of the RA, using the vehicle diagram provided for this purpose. Once the diagram is updated with the vehicle's current condition, have the Customer place their initials above the diagram – indicating that they agree with the base-line condition of the vehicle at the time it was initially provided for their use.
- ✓ Always complete the post-rental inspection of the vehicle with the Customer present and before they have left the dealership premises at the end of the rental transaction. Promptly identifying any “new” damage, determining the cause (if feasible) and reviewing the damage with the Customer will ensure that the appropriate Party is held responsible for the loss.
- ✓ BIG or small... report all loss or damage to Sedgwick.



# Risk Management Tips & Tools

## **Maintain the Customer's Contractual Obligation**

Never indicate to the Customer – either verbally or in writing – that they have no responsibility or only limited responsibility for damage to the vehicle while in their possession.

Avoid any type of verbal or written contract with the Customer that would release them from their responsibility for the LCCS vehicle – aka their “contractual obligation” via the Terms & Conditions of the RA.

At the end of the rental period if the vehicle is returned with damage:

- Do not collect money from the Customer in relation to this damage – unless the Cost of Repair (COR) is below the Dealer's applicable deductible under the Business Auto Coverage policy.
- Never attempt to collect the Dealer's deductible under the LCCS program – or the Customer's personal auto policy deductible – directly from the Customer.

### **For claims being presented to Sedgwick for settlement/payment:**

Any dollar amount that you collect directly from the Customer for damage to the LCCS vehicle can be misinterpreted [by the Customer or their carrier] as the Customer's full and final extent of responsibility for the loss – thereby limiting or even waiving the subrogation rights of Sedgwick/Tokio Marine. The Dealer's action of collecting directly from the Customer for a loss being settled by Sedgwick is prohibited.

## **Vehicle Usage – When to Say NO**

Never provide an LCCS vehicle to a Customer who:

- ✓ Does not meet the minimum rental requirements of the program for your state (i.e., age and DL).
- ✓ Appears to be under the influence of drugs or alcohol.
- ✓ Is taking the vehicle to Mexico! [NOTE: Vehicles may only be operated within the continental limits of the United States, Alaska, and Canada.]
- ✓ Indicates that they will be using the vehicle in an unauthorized or prohibited manner per the Terms & Conditions of the rental contract (Section 2. Prohibited Uses).

**2. Prohibited Uses. The Vehicle shall NOT be operated or driven by anyone: (a) who engages in intentional or willful conduct that could reasonably be expected to cause damage to the Vehicle or engages in wanton or reckless conduct in connection with the Vehicle; (b) while under the influence of drugs or alcohol; (c) to tow anything that weighs more than the Vehicle manufacturer's recommended towing capacity; (d) to push anything; (e) on an unpaved road; (f) for commercial hire; (g) in connection with conduct that could be properly charged as a felony; (h) in a speed test or contest or driver training activity; (i) who is not an Authorized Driver; (j) outside the United States or Canada; or (k) who provides fraudulent information to us. The Vehicle shall not be left unattended with the keys in it.**

# Risk Management Tips & Tools

## **Proof of Insurance – You’ve Got it.... Use it!**

Maintain a current LCCS insurance identification card in the glove box of each vehicle and ensure that your Customer knows that the ID card is in the glove box.

In the event of an accident – or if the Customer is pulled over for a traffic violation or a routine check – proof of insurance will be required by the Police Officer.

If proof of insurance is not readily available, your Customer could be detained or fined until verification of insurance can be completed. Avoid embarrassment for your Customer by keeping the current ID card in the glove box and make sure the Customer knows the documentation is there!

## **Match the Car to the Customer**

When completing your pre-rental inspection of the vehicle with the Customer present, always take the time to demonstrate the features/benefits of the rental vehicle – such as headlights, wipers, seat and mirror adjustments, fuel door release, etc.

Always ensure that the Customer is comfortable using the LCCS vehicle if different from their own vehicle’s size/type.

Never allow the Customer to leave in a vehicle he or she is not comfortable driving/operating. These situations may include a Customer who indicates they’re “not sure” about driving an SUV vs. their usual sedan or they imply that they’re “not comfortable” operating a hybrid-vehicle, etc.

## **Child Safety Seats**

Every state has a child safety seat law requiring children to be secured in an appropriate child passenger restraint (federally approved safety seat or booster seat) in the back seat of the vehicle until they are of a certain age, height and/or weight.

When providing an LCCS vehicle to a Customer who is accompanied by a child that falls within these age/height/weight requirements, always ensure that a child safety seat is available and will be used (i.e., either furnished by the Customer or provided by the dealership).

Regardless of whether the child safety seat is furnished by the Customer or belongs to the Dealer (and is being provided to the Customer as a courtesy), never install the child safety seat in the LCCS vehicle yourself. Always have the Customer install the child safety seat in the LCCS vehicle.

If the Customer is accompanied by children that fall within these age/height/weight requirements and a child safety seat is not available – either furnished by the Customer or provided by the dealership – then you may not provide a vehicle to the Customer.

# Risk Management Tips & Tools

## **Registration, Titling, Temporary Tags & Dealer Plates**

LCCS vehicles must be properly registered and hard-plated (i.e., as a “for-hire” vehicle).

LCCS vehicles must be properly titled with the Dealer listed as the Registered Owner and TMCC listed as the 1<sup>st</sup> Lienholder.

While waiting for a registration to be processed and a hard plate to be issued by your state’s DMV, use of a temporary or TEMP Tag is permitted for a brief period of time.

Dealer plates are not permitted on an LCCS vehicle. The only exceptions to this rule are the states listed below.

### **Missouri Dealers:**

Per Missouri State Bill 368 (Section 301.560), dealer license plates may be displayed on motor vehicles owned by a dealership for use by a customer while the customer’s vehicle is being serviced or repaired.

### **North Carolina Dealers:**

Per North Carolina General Statutes 20-79.02, Dealers in North Carolina may use a Loaner/Dealer “LD” License Plate to loan – with or without charge – vehicles owned by the Dealer to Customers who are having their vehicles serviced by the Dealer.

### **South Carolina Dealers:**

Per South Carolina Bill R85, S488, a Dealer License Plate on an LCCS vehicle is acceptable as long as the Dealer complies with the SC Bill’s requirements:

1. The Customer’s vehicle must be at the dealership for service/repair.
2. The loaner vehicle is part of a manufacturer program (aka the Lexus Customer Convenience System).
3. The loaner vehicle is provided to the Customer at “no charge.”
4. The Customer’s use of the vehicle is limited to thirty (30) days or less.

Please also refer to the LCCS P&P, [LCCS Vehicle Delivery and Registration](#).

# Risk Management Tips & Tools

## **Branding the Back Windshield**

Branding or marking your LCCS vehicle with a banner or sticker – typically placed on the back windshield of the vehicle – is not prohibited by LCCS program guidelines. Generally, such vehicle branding/stickers are used to announce the dealership’s name, display the dealership’s website address, or exhibit the vehicle’s purpose.

This type of branding should never include the word “loaner” or “complimentary”. However, use of the word “courtesy” would be acceptable.

In the event of an accident, the cost to replace such banners or stickers is not covered under the LCCS insurance program.

Sedgwick does not encourage branding the LCCS vehicle, for the following reasons:

## **Exhibiting the Vehicle Usage/Purpose**

Marking the vehicle in such a way that highlights the vehicle’s use as a “loaner”, “courtesy” or “complimentary” vehicle creates the potential for an expanded liability exposure.

The Graves Amendment\* does not apply to loaners. As such, loaner vehicles are subject to various state laws – with some jurisdictions treating loaners similar to rentals and other states taking a more liberal view.

\*The Graves Amendment (49 U.S.C. § 30106) – passed in 2005 – maintains that an Owner of a motor vehicle that rents (or leases) the vehicle to a person shall not be liable under the law of any state, by reason of being the owner of the vehicle, for harm to persons or property that results or arises out of the use, operation, or possession of the vehicle during the period of the rental or lease.

Loaner vehicles are more likely to face adverse litigation when it comes to branding. The more obvious the [loaner] branding, the more likely a challenge would be put forth. Legal challenges – even if successfully overcome – can drive significant legal fees.

## **Disclosing the Vehicle Ownership**

Announcing the vehicle’s ownership with a windshield sticker also creates the potential for expanded exposures – for both physical damage and liability.

Readily publicizing that the vehicle is owned and registered to a dealership can lead to a staged accident (i.e., swoop and squat, sideswipe, etc.) involving one of your vehicles because the criminal perceives the Owner [the Dealer] to have “deep pockets” and “lots of insurance coverage” under which to pursue a sizeable false/fraudulent claim.

# Risk Management Tips & Tools

## **Before You Pay-Off an LCCS Vehicle**

Prior to paying-off an LCCS vehicle [and thereby removing it from the LCCS program], always:

- ✓ Verify that the vehicle is not currently on-rent with a Customer.
- ✓ Mark the vehicle in your inventory or fleet listing as “grounded” so that the vehicle is no longer available to be rented to a Customer.
- ✓ Remove the insurance ID card and any/all other LCCS related materials from the vehicle.

Additionally, you may wish to consider having the vehicle inspected for physical damage that has not yet been noted or reported (i.e., lot damage). In these cases, where it is unknown who/how/when the damage occurred, the date you discover this damage is the Date of Discovery (DOD). In order for coverage to be available in these instances, the DOD must be prior to the TMCC Pay-Off Date for the vehicle.

PLEASE NOTE: Regardless of the DOD, damage associated with “wear and tear” or vehicle reconditioning costs are excluded from the Business Auto Coverage policy.

# Risk Management Tips & Tools

## **Know Where Your Cars Are.... Know Where Your Keys Are**

The earlier you identify a misplaced key or a missing vehicle, the more likely you are to locate the keys and/or recover the vehicle (without damage)!

### **Parking & Storage**

LCCS vehicles not out with a Customer should be parked/stored in a well-lit, secure area. Motion sensor lighting, fencing/gates and security systems are recommended.

In some cases, space limitations may call for LCCS vehicles to be parked/stored at another location (away from the dealership). Always use due care in selecting an alternate storage/parking location for your rental fleet. This area should also be well lit, safe, secure, and closely monitored. Remember, “out of sight” can sometimes lead to “out of mind” – so always check your off-site parking/storage on a daily basis.

Should a vehicle be damaged while stored/parked at an off-site storage/parking location, coverage would be afforded –barring any violations of the LCCS P&P or insurance policy that may relate to the accident/loss.

### **Counting Keys**

No more than two (2) sets of keys should be maintained for each LCCS vehicle and no more than two (2) employees should have access to these keys.

Only one set of keys should be housed in the Service Department – with the extra set (or “spare” key) kept in the business office in a locked cabinet.

Keys maintained in the Service Department should be kept in an automated key management system or a manual lockbox that is secured to a wall or stationary object. This storage system or lockbox should remain locked at all times – with access limited to just two (2) employees.

Keys should never be stored in desk drawers or on a pegboard where they would be easily accessible to a Customer or other dealership employees.

Keys to an LCCS vehicle should never be left in the vehicle (i.e., ignition, trunk, or door) – even for customer convenience reasons.

A complete inventory of your keys should be completed at least three (3) times a day – morning (at opening), mid-day (lunch time) and evening (at closing). When completing this inventory, ensure that keys for each vehicle that is currently not on rent (i.e., vehicle is parked, at the Service Department for maintenance, at the Body Shop for repair, etc.) can be accounted for.

# Risk Management Tips & Tools

## **Know Where Your Cars Are.... Know Where Your Keys Are**

### **Counting Cars**

A complete inventory of your LCCS fleet should be completed at least three (3) times a day – morning (at opening), mid-day (lunch time) and evening (at closing).

If your fleet size is small enough to allow for a physical inventory (i.e., “hands on hood”, where you view/touch each vehicle not on rent) this approach is highly recommended. For larger fleet sizes, please consider your rental software’s reporting tools for assistance.

### **Sample of Inventory Check**

|    |   |
|----|---|
| 30 | # of LCCS Vehicles in Fleet                                     |
| 22 | # of LCCS Vehicles on Rent - Corresponding Open/Signed RA       |
| 2  | # of LCCS Vehicles Queued at Service Department for Oil Changes |
| 0  | # of LCCS Vehicles Queued at Body Shop for Repairs              |
| 6  | # of LCCS Vehicles Not on Rent - To Be Counted (Hands on Hood)  |

### **Counting on Your Valets**

If you elect to valet the LCCS vehicle to the front of the Service Department – for the convenience of your Customer – never leave the keys in the vehicle or leave the vehicle running and return inside to the Service Department.

If the vehicle is to be left running for the Customer’s convenience (i.e., to defrost windows, cool off the interior or heat the interior), a representative of the Service Department or a Valet/Porter should remain with the vehicle until the Customer arrives and physically takes possession of the vehicle.

# Risk Management Tips & Tools

## **Before Your Vehicle Leaves**

Prior to releasing the LCCS vehicle to the Customer, be sure to always:

- ✓ Confirm that a current insurance ID card and Accident Report Guide is located in the glove box of the LCCS vehicle.
- ✓ Advise the Customer that a current insurance ID card and a sample Accident Report Guide are located in the glove box and should be used in the event of an accident.



Part# MDC 00206-01006

Orders should be placed through your Parts Department via Dealer Daily.

## **When Your Vehicle Comes Back**

If the vehicle is returned with damage, be sure to always:

- ✓ Collect as much information from the Customer about the Facts of Loss (FOL) – such as when, how, where, who. Obtain pertinent accident/incident information from the Customer upon their return to the dealership while the details are still “fresh” in everyone’s mind.
- ✓ Determine if a police report has been filed and if so what police department or precinct arrived at the scene and/or took the report as well as the report number.
- ✓ BIG or small... report all loss or damage to Sedgwick.

# Loss Prevention Program

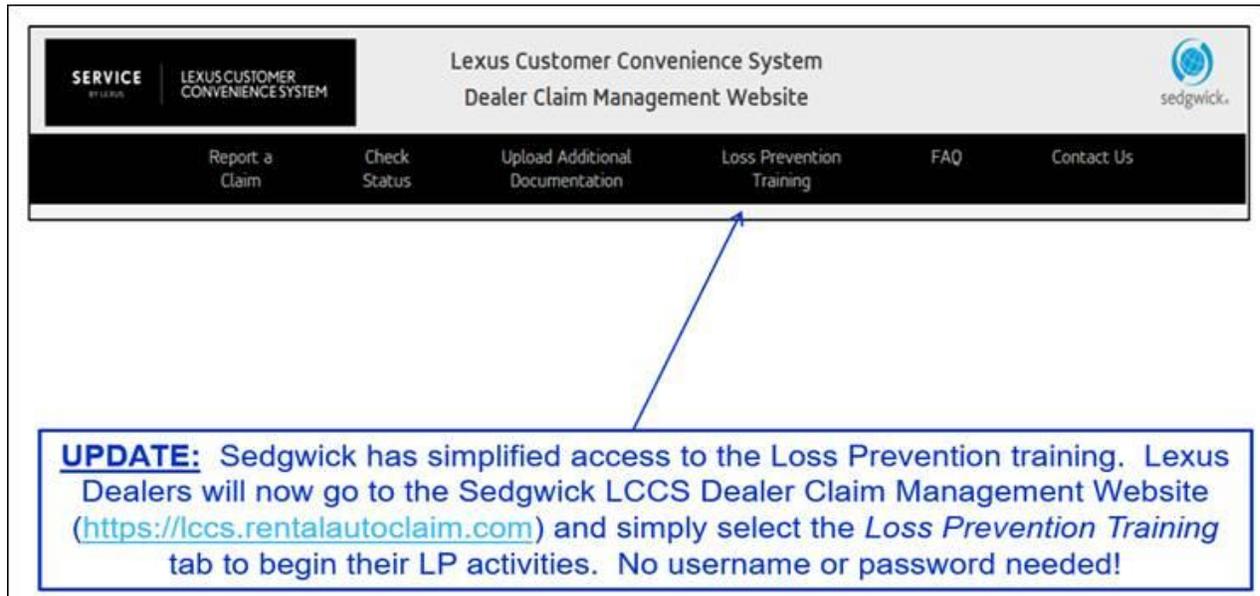
Sedgwick administers an annual Loss Prevention (LP) Program for participating Dealers. The focus of this program is to review key insurance aspects such as proper RA completion, acceptable and prohibited vehicle uses, the most common reasons for coverage denials, etc.

## **LP Invitation & Participation**

Dealers that have at least one (1) enrolled LCCS vehicle will automatically be invited to participate in the annual LP Program at the beginning of each policy period.

Each year, Sedgwick will provide instructions (via email) to an identified dealership Primary Contact on when and how to complete the required annual LP Activities.

Primary Contacts are encouraged to complete their LP activities as soon as they are contacted by Sedgwick in order to avoid receiving multiple LP reminders. The Sedgwick LP Team sends email reminders to the Primary Contact 3-times per week until the Dealer's annual LP activities have been completed.



The screenshot shows the Lexus Customer Convenience System Dealer Claim Management Website. The navigation bar includes the following links: Report a Claim, Check Status, Upload Additional Documentation, Loss Prevention Training, FAQ, and Contact Us. A blue arrow points from the 'Loss Prevention Training' link to a blue-bordered box containing the following text:

**UPDATE:** Sedgwick has simplified access to the Loss Prevention training. Lexus Dealers will now go to the Sedgwick LCCS Dealer Claim Management Website (<https://lccs.rentalautoclaim.com>) and simply select the *Loss Prevention Training* tab to begin their LP activities. No username or password needed!

## **The Annual/Required LP Activities**

### **STEP 1 – A 15-Question Test and/or Watch a Video and Take the Online Test**

- ✓ **15-Question LP Test:** Dealers have the option of taking a 15-Question LP Test where a passing score (80% or higher) allows the Dealer to bypass the LP Video/Video Test and to go directly to the next LP Activity - sending in their Rental Agreements (RAs). Dealers who do not pass this test will be directed to watch the LP Video and take the associated Video Test (passing = 100%). Dealers may also choose to bypass the 15-Question LP Test and go straight to the 6-Question Video/Video Test if they prefer to do so.
- ✓ **Watching the Online LP Video/Taking the associated Video Test:** Dealers may choose to watch the online Loss Prevention Video and take the associated Video Test which covers key insurance aspects of the LCCS program – including qualifying Renters, properly completing the LCCS Rental Agreement and proper LCCS vehicle uses.

# Loss Prevention Program

## The Annual/Required LP Activities

### **STEP 2 – Submit Samples of LCCS Rental Agreements**

- ✓ Submit all RA pages - i.e., the Signed and Closed Pages or a combined Signed/Closed Front Page, RA Remarks Page (if available), Vehicle Condition Form (if available) for 3 Customers completed within the last 10 days along with 1 copy of the Terms & Conditions (back). The RA samples you submit should be **consecutive** – i.e., RA #101, RA #102, RA #103, etc.
- ✓ The Sedgwick LP Team will review your RA samples for proper completion and “grade” this sampling, noting any missing/incorrect information or incorrectly completed sections of the contract.

Information from this RA review will be compiled, and a Rental Agreement Report Card will be generated by the Sedgwick LP Team – along with a corresponding “Pass/Fail” score – to indicate your level of compliance with proper RA completion practices, per the LCCS program guidelines. Your graded Rental Agreements and Rental Agreement Report Card will be returned to you for your review.

**IMPORTANT NOTE to the DEALER PRIMARY CONTACT:** If you pass the LP Test or complete the LP Quiz (STEP 1) and receive a passing score on your Rental Agreement Report Card (STEP 2) you're done!

Your dealership's participation in the LCCS LP Program will be marked as “complete” and no further action is required for the current policy period.

### **STEP 3 – Completing a Customized Coaching Call - (If Necessary)**

- ✓ The Sedgwick LP Team will initiate and complete a one-on-one telephonic coaching call with Dealers who receive a failing grade on their RA Report Card. The *customized* coaching call will specifically review the areas/sections of the sample RAs that did not meet LCCS program guidelines.

### **STEP 4 – Submit 2<sup>nd</sup> Set of LCCS Rental Agreement Samples**

- ✓ Dealers receiving a failing score on their Rental Agreement Report Card will also be **required** to submit a 2<sup>nd</sup> set of three (3) consecutive open/closed RAs for review and grading.

The purpose of collecting 2<sup>nd</sup> set of RA samples is to confirm that RA completion improvements have been implemented based on the one-on-one telephonic coaching received from Sedgwick.

### **STEP 5 – Completing a 2<sup>nd</sup> Customized Coaching Call - (If Necessary)**

- ✓ The Sedgwick LP Team will initiate and complete a 2<sup>nd</sup> one-on-one telephonic coaching call that is customized to specifically review the areas/sections on the 2<sup>nd</sup> sample of RAs that did not meet LCCS program guidelines.

**IMPORTANT NOTE to the DEALER PRIMARY CONTACT:** If you received a failing score on your Rental Agreement Report Card, then once you complete your Custom Coaching Call, a submission of a 2<sup>nd</sup> Set of RAs (and a 2<sup>nd</sup> Coaching Call if needed) **is also required** in order to mark your dealership as “complete” for the current policy period.

# Loss Prevention Program

## The Annual/Required LP Activities

### **STEP 6 – Submit 3rd Set of LCCS Rental Agreement Samples- (If Necessary)**

- ✓ Dealers who were required to submit a 2<sup>nd</sup> set of Rental Agreements and do not receive a passing RA Report Card Grade on their 2<sup>nd</sup> Set of RAs will be asked to submit a 3<sup>rd</sup> set of RAs after the completion of their 2<sup>nd</sup> Custom Coaching Call.

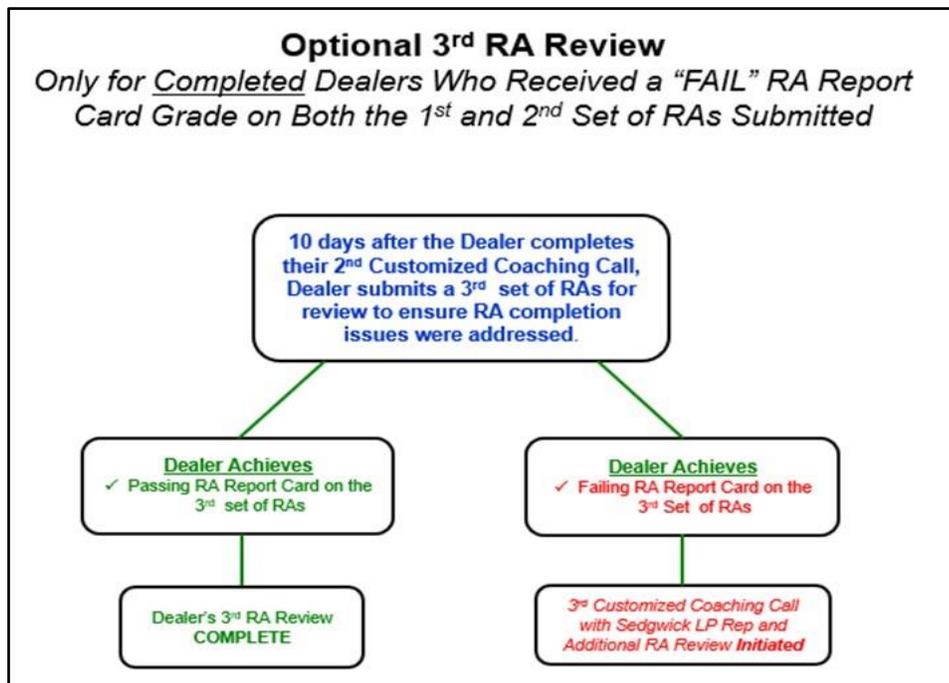
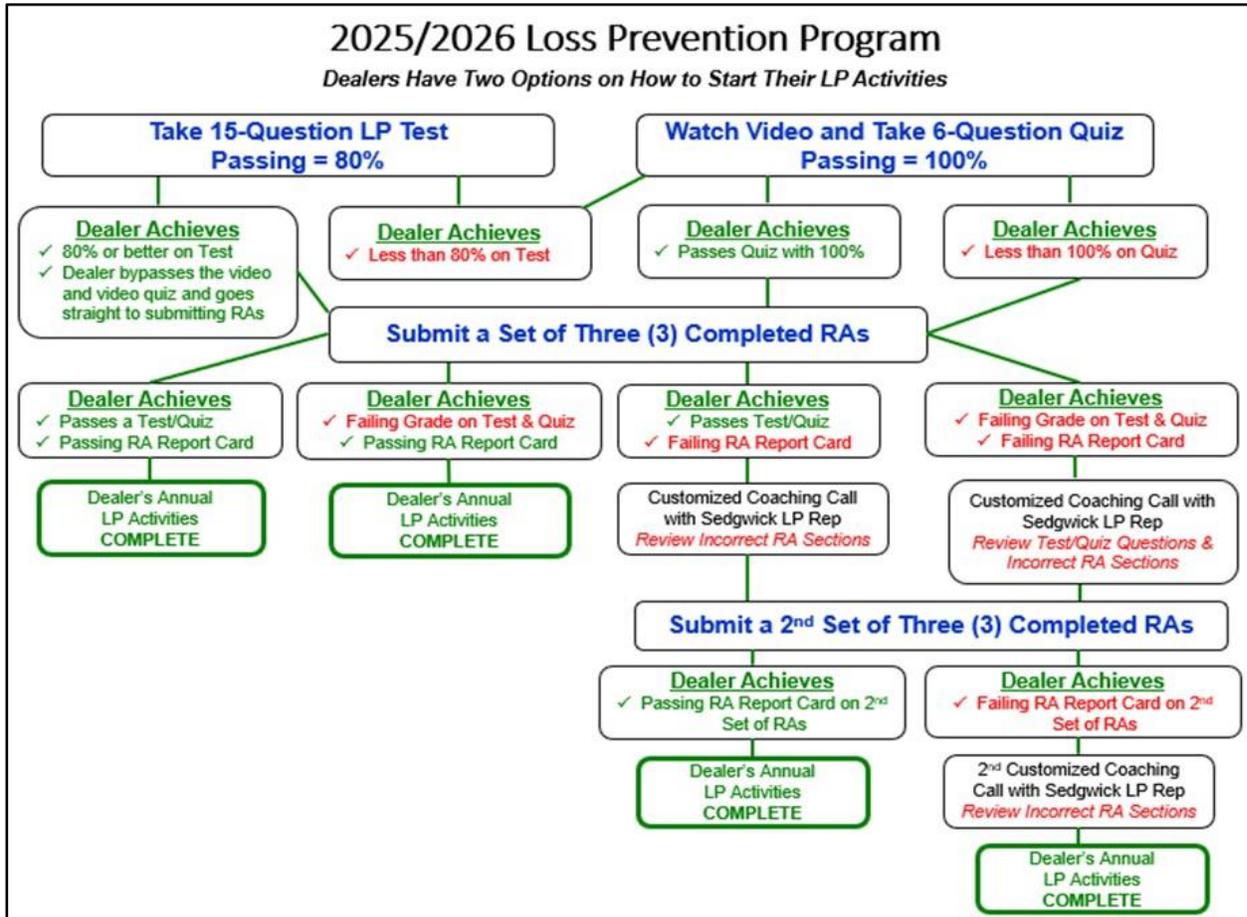
### **STEP 7 – Completing a 3rd Customized Coaching Call - (If Necessary)**

- ✓ Dealers who were asked to submit a 3rd set of Rental Agreements and do not receive a passing RA Report Card Grade on their 3rd Set of RAs will be asked to complete a 3rd Custom Coaching Call.

**Important Note:** A passing grade on the 2<sup>nd</sup> or 3<sup>rd</sup> RA sample will overlay/override the Dealer's original RA Report Card grade for the LP season, with the better grade being reflected on the **Dealer's Risk Assessment Score Card**. Dealers receiving a passing grade on their 3<sup>rd</sup> RA sample will have this higher score reflected on their Risk Assessment Score Card.

# Loss Prevention Program

## LP Activities At-a-Glance



# Risk Assessment Scoring Program

Sedgwick has designed a risk management tool to help Lexus Dealers identify and understand rental behaviors and administrative practices that have the potential to negatively impact both the Dealer's individual loss history – as well as the nationwide loss results for the LCCS program.

Please Note: This Risk Assessment Scoring program replaces the bi-annual Insurance Experience Rating System (aka Insurance Surcharge) previously administered by Lexus HQ.

Benefits of the Risk Assessment Scoring program include:

- Focus has been placed on administrative behaviors and rental practices that have the potential to create or expand exposures for the Dealer and the LCCS program.
- Measured behaviors (risk categories) are clear and concise.
- Measured behaviors are intentionally limited to those that are within a Dealer's control and/or the Dealer has the ability to correct, change or impact going forward.

## **Eligible Dealers**

All active Lexus Dealers with at least one (1) enrolled LCCS vehicle when the risk assessment and reporting is processed by Sedgwick will receive a Dealer Score Card.

## **Reporting Frequency**

Risk Assessment Scoring will be run on a quarterly basis by Sedgwick, following the quarterly closing and data analysis/preparation.

| Quarter         | Quarter Closed                | Score Cards Issued |
|-----------------|-------------------------------|--------------------|
| 1 <sup>st</sup> | Following March Month-End     | April              |
| 2 <sup>nd</sup> | Following June Month-End      | July               |
| 3 <sup>rd</sup> | Following September Month-End | October            |
| 4 <sup>th</sup> | Following December Month-End  | January            |

This quarterly schedule allows Dealers the opportunity to frequently check their risk score for improved results and/or to identify risk categories that still [or now] require attention.

## **Timeframe of Data Captured/Used**

Each quarterly run will include a rolling 12-month set of Dealer information, claims activity and Loss Prevention results.

EXAMPLE: The 1Q2025 Score Card (prepared in April 2024) would include/reflect data from 04/01/2024 through 03/31/2025.

The only exception to this "rolling 12-month" timeframe is for calculation of the Dealer's Recovery Rate. Recovery Rates are calculated using the Total Paid amount and the Total Salvage/Subrogation Recovery amounts associated with claims from the trailing 48-months *LESS* claims from the most recent 12-months (i.e., removes claims data from most recent 12-months, which would be considered undeveloped).

EXAMPLE: The 1Q2025 Score Card (prepared in April 2025) would include/reflect recovery for claims with a DOL between 04/01/2021 and 03/31/2024.

# Risk Assessment Scoring Program

## Risk Categories

|                     |  |
|---------------------|--|
| Claims Denied:      | Number of comprehensive and collision claims denied during the measurement period.   |
| Late Claim Reports: | Number of claims reported more than thirty (30) calendar days from the Date of Loss during the measurement period.   |
| Employee Losses:    | Number of claims during the measurement period where an employee of the dealership was operating the vehicle or “behind the wheel” of the LCCS vehicle at the time of the loss/accident.   |
| Lot Damage Claims:  | <p>Number of claims during the measurement period where damage to the LCCS vehicle was:</p> <ol style="list-style-type: none"><li>(1) Found while the vehicle was parked and unoccupied on the dealership lot and the Dealer cannot specify when, how or who caused the damage (i.e., the Facts of Loss are unknown).</li><li>(2) Incurred while the vehicle was parked and/or being moved on the dealership lot and the Dealer can specify the Facts of Loss.</li></ol> <p>NOTE: Hail, Earthquake, Windstorm or Flood Damage – as well as Glass (or Windshield) Damage are excluded from this category.</p> |
| Lot Theft Claims:   | Number of claims during the measurement period where the LCCS vehicle was stolen from the dealership lot.  |
| Recovery Rate:      | Dealer’s Recovery Rate as compared to nationwide LCCS program results.   |
| LP Prior Season:    | Dealer’s completion status for the 2024/2025 Loss Prevention Season (i.e., Dealer Primary Contact watched video, completed test, submitted RAs for grading and/or completed one-on-one coaching if applicable). <i>This season is now closed.</i>  |
| LP Current Season:  | Dealer’s completion status for the current 2025/2026 Loss Prevention Season (i.e., Dealer Primary Contact watched video, completed test, submitted RAs for grading and/or completed one-on-one coaching if applicable). <i>This season is in-process.</i>  |
| RA Report Card:     | Dealer’s last recorded Rental Agreement Report Card Score – as captured and recorded during most recent completed Loss Prevention activities (i.e., during the current 2025/2026 LP Season if completed, otherwise the grade captured and recorded during the prior 2024/2025 LP Season).  |
| RA Generation:      | Dealer’s Rental Agreement completion format (i.e., completing/generating the Rental Agreement manually “by hand” or using rental software).  |

# Risk Assessment Scoring Program

## **Risk Category Points**

Using points assigned to each Risk Category, a total Risk Score will be calculated per Dealer and reflected on an individual Dealer Score Card.

| <b>Category / Behavior</b>                         | <b>Points Assigned</b> |                             |
|--|------------------------|-----------------------------|
| Claim Denials                                      | 10 Points              | Per Claim                   |
| Late Claim Reports                                 | 5 Points               | Per Claim                   |
| Employee Losses                                    | 15 Points              | Per Claim                   |
| Lot Damage Claims                                  | 5 Points               | Per Claim                   |
| Lot Theft Claims                                   | 10 Points              | Per Claim                   |
| Dealer Recovery Rate                               | 10 Points              | If Below Nationwide Average |
| Loss Prevention Completion (Prior Policy Period)   | 5 Points               | If Incomplete               |
| Loss Prevention Completion (Current Policy Period) | 5 Points               | If Incomplete               |
| Rental Agreement Report Card Grade                 | 10 Points              | If Failing Score or None    |
| Rental Agreement Generation/Format                 | 15 Points              | If Handwritten or Unknown   |

## **Score Card Distribution**

Sedgwick will prepare and deliver individual Dealer Score Cards as well as the accompanying Score Card Definitions document to Lexus HQ following each quarterly run.

Lexus HQ will distribute the Quarterly Risk Assessment Score Cards (along with a copy of the Score Card Definitions document) via e-mail. This e-mail will be sent to the dealership's Loss Prevention Contact as provided by Sedgwick, with a carbon copy to the *generic* General Manager e-mail address.

## **Dealer's Responsibility**

Upon receipt, the Dealer should carefully review their individual Score Card and consider: (1) changes that could be implemented immediately, (2) changes that will take a little organization and planning, but could be incorporated in the next 7-10 days and (3) changes that require participation and support of the entire dealership and therefore may take a few weeks to implement.

Where applicable (i.e., when the Dealer's score is greater than zero), Dealers should strive to lower their risk score each quarter.

Remember, continued focus on tightening rental practices, adhering to LCCS Policies & Procedures, ensuring that each Customer is qualified, and every Rental Agreement is properly completed and executed goes a long way in maintaining the comprehensive insurance coverages and competitive pricing afforded to you as a participating Lexus Dealer.

Risk Assessment Score Card – Sample



**Dealer # - Dealer Name**  
**Area - District**  
**RT/LCCS Risk Assessment Score Card**

**As of March 2025**  
**(Activity/Losses for 04/01/2024 through 03/31/2025)**

**\*Total Paid: \$397,108**  
**\*Total Salvage/Subro Recovery: \$343,388**

| Categories:  | Result     | Factor | Score     |
|--|------------|--------|-----------|
| # of Comprehensive/Collision Claim Denials (Count)                             | 0          | 10     | 0         |
| # of Late Claim Reports - Reported More Than 30-Days from Date of Loss (Count) | 0          | 5      | 0         |
| # of Employee Losses - Employee = Driver/Renter (Count)                        | 0          | 15     | 0         |
| # of Lot Damage Claims (Count)   | 0          | 5      | 0         |
| # of Lot Thefts (Count)  | 0          | 10     | 0         |
| *Dealer Recovery Rate (as Compared to 71% Nationwide Rate or N/A)              | 88%        | 10     | 0         |
| 2023 Loss Prevention Completed (Yes, No or N/A)                                | Yes        | 5      | 0         |
| 2024 Loss Prevention Completed (Yes, No or N/A)                                | No         | 5      | 5         |
| Last Recorded Rental Agreement Report Card Grade (Pass, Fail or None)          | Fail       | 10     | 10        |
| Rental Agreement Generated (Electronic, Handwritten or Unknown)                | Electronic | 15     | 0         |
| <b>Total</b>   |            |        | <b>15</b> |

**\*NOTE:** Total Paid and Total Salvage/Subro Recovery amounts - as well as the Dealer Recovery Rate - are based on the trailing 48-months LESS the most recent 12-months of activity. For this Score Card, claims with a Date of Loss between 04/01/2021 and 03/31/2024 were utilized/included.

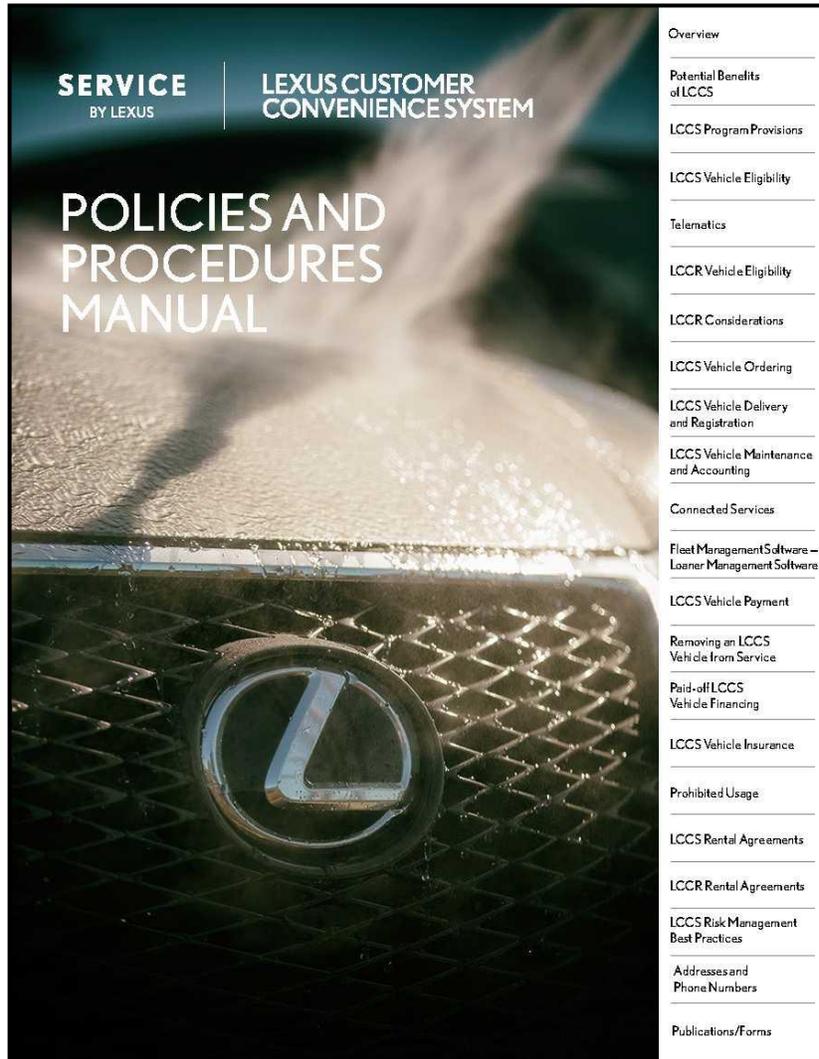
**REMINDER:** The lower your score, the better. A "perfect" score is zero "0". Dealers should strive to have a score of 25 points or less.

Prepared by Sedgwick Claims Management Services, Inc. If you have any questions regarding this report, please contact Terri Boyd, Loss Prevention Manager at (216) 617-2706.

# LCCS Policies & Procedures

Following this page is the Prohibited Usage section of the LCCS P&P (Prohibited Usage – Prohibited Use of LCCS Service Vehicles, Dealer Prohibited Uses).

It's important to note that this section of the LCCS P&P has been “tied into” and made part of the Tokio Marine Business Auto Coverage policy. As such, failure to comply with these procedures may result in coverage denial in the event of a loss.



**SPECIAL NOTE:** Sedgwick is the nationwide Claims Administrator for the LCCS program. In the role of Claims Administrator, Sedgwick is required to carefully review each claim for compliance with the LCCS P&P prior to clearing coverage and issuing settlement to the Dealer. Sedgwick does not define or dictate the program rules/guidelines and therefore does not author the LCCS P&P. Rather, Sedgwick is simply the “gate keeper” tasked with ensuring compliance with the program rules/guidelines established by Lexus.

# LCCS Policies & Procedures

## **ACCEPTABLE USE OF LCCS SERVICE VEHICLES**

All Lexus guests with an open service or collision center repair order are eligible to use an LCCS vehicle — so long as the guest has executed/signed a completed rental agreement and possesses/presents a valid Driver's License, is of sufficient age, and otherwise meets the eligibility criteria set forth in the rental agreement. No departments other than the service department and collision center are eligible to loan out LCCS Vehicles.

Non-Rev tickets should be completed by a manager responsible for the LCCS fleet (LCCS Fleet Supervisor, Service Manager, or higher) each time a dealership employee drives an LCCS Service Vehicle off the dealership lot. The ticket should include reference to the specific guest, repair order, and intention of the Non-Rev ticket. Non-Rev tickets include pickup and delivery permissive use within due course and scope of business.

If at the end of the business day, a dealership employee drives the guest's vehicle to the customer's home, business or other location to pick up the LCCS Service Vehicle, from an LCCS Insurance perspective, the employee may drive the LCCS Service Vehicle home for that evening and return the next calendar day as part of the business purpose and scope of the drop-off. The Non-Rev ticket should include authorization indicating the employee may keep the LCCS Service Vehicle to be returned to the dealership the morning of the next calendar day. Even if the dealership is closed the next calendar day, it is still the dealer's responsibly to have the vehicle returned to the dealership that next morning.

LCCR Vehicles may only be rented to a guest of the dealer's Lexus-approved Collision Center whose vehicle is in the Collision Center for repair.

This section defines the scope of prohibited usage by the customer and dealer. Prohibited usages by customer are specified in the Terms and Conditions section (back) of the LEXUS 9955 LCCS Rental Agreement.

Because prohibited use could result in denial of insurance coverage or jeopardize continued participation in the LCCS Program, it is important that the dealer understands the terms applicable to vehicle use.

Lexus Reserve – Lexus EV guests now have the ability to swap their vehicle for an LCCS vehicle in times when the guest may be concerned about range. In order to accommodate these guests and protect the dealer's LCCS insurance, guests must be operating the LCCS vehicle under a properly completed and fully executed LCCS Rental Agreement. It is a best practice to indicate "Lexus Reserve" or "Reserve" in the Repair Order section for guests who are participating in the Lexus Reserve program.

Please refer to the Rental Agreement Completion Instructions beginning on page 62.

*Note: LCCS Vehicles shall be used, operated, or driven only by qualified licensed drivers who are at least 21 years of age unless law requires otherwise and have been listed on the LCCS Rental Agreement as either the Primary Renter or as an authorized Additional Driver. See Proper Rental Agreement Completion on pages 62-73 for more details/direction.*

# LCCS Policies & Procedures

## **DEALER PROHIBITED USES**

1. Public or Chauffeured (Livery) Service — LCCS Vehicles cannot be used as a public conveyance, for carrying of property for a charge, or be driven by a chauffeur who is part of a rental service.
2. Car, Truck, Van Pooling or Designated Shuttle — Commuter or passenger pooling or dealer designated shuttle uses are prohibited.

*NOTE: Shuttling of an LCCS Vehicle to/from a Lexus dealership or a Lexus Certified Collision Center as part of a customer courtesy drop-off/pickup to/from a customer's home or place of business is permitted. Only one customer may be in a vehicle being shuttled for this purpose. The employee driver conducting the courtesy drop-off/pickup must have a valid Driver's License and be operating the LCCS Vehicle under a completed/signed LCCS Non-Revenue Ticket.*

3. Rent for Rerent, Subrent or Refinance — Renting to an organization or persons for re-rent, sub-rent or re-finance to the public is prohibited. The Rental Agreement must be only between the dealer and the ultimate customer.
4. Driver Education — Leasing, renting or loaning to high schools or other non-profit public institutions for exclusive non-commercial use or to private driver training schools or qualified instructors for commercial use (regardless of whether for training individuals or groups) is prohibited.
5. Publicizing Use — Readily publicizing that the vehicle is owned and registered to a dealership can lead to a staged accident (i.e., swoop and squat, sideswipe, etc.) involving LCCS Vehicles, because the criminal perceives the owner (the dealer) to have “deep pockets” and “lots of insurance coverage” under which to pursue a sizeable false/fraudulent claim and is thus strongly cautioned against by our insurance partners.

*Note: Branding the Back Windshield — or marking an LCCS Vehicle with a banner or sticker — typically placed on the back windshield of the vehicle — is not prohibited by LCCS program guidelines but is strongly discouraged. Generally, such vehicle branding/stickers are used to announce the dealership's name, display the dealership's website address or exhibit the vehicle's purpose.*

This type of branding should never include the word “loaner;” Lexus prefers using the word “courtesy.”

Sedgwick does not encourage branding any LCCS Vehicle for the following reasons:

- Exhibiting the Vehicle Usage/Purpose
  - Marking the vehicle in such a way that describes the vehicle's use as a “loaner” or “complimentary” vehicle creates the potential for an expanded liability exposure and related legal fees.
- Disclosing the Vehicle Ownership
  - Announcing the vehicle's ownership with a windshield sticker also creates the potential for expanded exposures — for both physical damage and liability.

# LCCS Policies & Procedures

## **DEALER PROHIBITED USES**

6. Modified Vehicles (limousines, convertibles, recreational vehicles, etc.) — Such vehicles are ineligible for enrollment as LCCS Vehicles because of insurance considerations. Exceptions, if any, are contained in the LCCS Vehicle Eligibility section of [the LCCS P&P].
7. New Model Launch Support — From time-to-time Lexus may announce a temporary LCCS enhancement. All such enhancements are at the direction and discretion of Lexus, and the dealer must comply with all program guidelines and requirements.
8. Transporting Dangerous Cargo (i.e., hauling flammable or hazardous chemicals or explosive substances, etc.) — Dealers must NOT knowingly provide no-charge rentals to customers for such use and must exercise care in customer qualification to prevent such no-charge rentals.
9. Other Prohibited Dealership Vehicle Usage — LCCS Vehicles may not be used as demonstrators or employee vehicles, promotional vehicles, sales demonstration vehicles, transportation to/from company events and/or training, roadside assistance or any other type of dealer usage aside from bona fide daily LCCS Service Vehicle or LCCR Rental Vehicle usage.

LCCS Vehicles cannot be used for test drives (demonstration drives) without a completed LCCS Rental Agreement. It is a best practice to indicate "test drive" in the Repair Order section for customers who are conducting a test drive.

Please refer to the Rental Agreement Completion Instructions beginning on page 61.

# Reporting a Loss to Sedgwick

## **Submitting Your Claim**

There are two (2) accident reporting methods available for reporting your LCCS claim to Sedgwick: the LCCS Claim Reporting Website and phone.

\*All individual vehicle losses – collision damage, vehicle theft, vehicle conversion, vandalism, on-lot damage, glass/windshield, RECORD ONLY, etc. – should be reported via this new website.

***Please note that ONLY multi-vehicle on-lot hail claims may be reported to Sedgwick via phone.***

|                |  |   |
|----------------|--|---|
| <b>Website</b> | You can go to the LCCS Claim Reporting Website, complete the screens, and submit your loss report.   | <a href="https://www.lccs.rentalautoclaim.com/">https://www.lccs.rentalautoclaim.com/</a><br><br><i>You must have your Dealer Number in order to begin the claim reporting process!</i> |
| <b>Phone</b>   | You can submit a claim to Sedgwick over the phone* by contacting the Sedgwick Loss Taking Group directly.<br><br><i>*only multi-vehicle, on-lot hail claims may be reported via phone.</i> | (866) 215-LCCS (5227)   |

SEE ALSO Expedite the Claim Process, page 76.

## **Your Claim Number**

Once the claim is set-up by Sedgwick, a nine (9) digit claim number is assigned and provided to the reporting Dealer (i.e., #248123456).

| If you reported your claim by: | Your claim number will be provided to you:   |
|--------------------------------|--|
| Website                        | 1. By the Sedgwick LCCS Claim Reporting Website (pop-up notification on the site).<br><br>2. Via e-mail confirmation that includes an attached <i>.pdf</i> of all the information you reported with your claim. Please keep this e-mail and attachment for your files. |
| Phone                          | By the Sedgwick Loss Taker at the end of your phone report.  |

Remember, your 9-digit claim number is confirmation that Sedgwick has received your new loss report and established a claim for the Dealer. Maintain this number with your rental/loss paperwork for this Customer and/or incident.

# Reporting a Loss to Sedgwick

## **Expedite the Claim Process**

Reporting a loss in a timely manner, submitting supporting documentation with your claim report, and responding to the Sedgwick Handling Rep's requests for information/documentation during the claim handling process are just a few ways to expedite your claim.

### **Timely Loss Reporting**

Any accident or incident involving an LCCS vehicle which results in: (1) damage to the LCCS vehicle, (2) possible/alleged injury to another person or (3) possible/alleged damage to another person's property must be reported to Sedgwick in a timely manner.

All claims should be reported to Sedgwick immediately upon being notified [or learning] of the accident/incident.

Any claim reported to Sedgwick more than thirty (30) days from the DOL will be considered a "late report" and could result in denial of Physical Damage coverage to the Dealer if the delay impedes Sedgwick's ability to fairly and accurately adjust the claim.

## **Supporting Documentation**

### **Reporting via Website**

In order to expedite your claim process, it is important that you provide as much information and associated documentation as feasible when reporting your new loss via website.

The new website allows you the opportunity to attach documentation to your claim report [before you hit SUBMIT CLAIM]. It is strongly encouraged that you take advantage of this feature to attach the Rental Agreement (open & closed copies), Repair Order, Police Report, Theft Report, Pre-Rental/Post-Rental Inspection Sheets, etc. (i.e., attach all documentation that will help expedite the claim process for you!)

If you are unable to attach documentation at the time of filing (because the information is not yet available to you) you may return to the website later and upload the applicable documents.

### **Reporting via Phone**

In order to expedite your claim process, it is important that you provide as much information and associated documentation as feasible when reporting your new loss via phone.

Once your phone claim has been set-up by the Sedgwick Loss Taker and is assigned to a Sedgwick Handling Rep, you may also be asked to submit documents to the Sedgwick Handling Rep's direct fax number. Please respond promptly to these requests so your claim can be expedited.

## **Responding to Handling Rep Requests**

If the Sedgwick Handling Rep assigned to your claim requests statements, information or additional documentation, these items are needed in order to clear coverage for your claim. As such, please respond promptly to these requests so your claim can move smoothly through the handling/settlement process.

# Contacts & Support

## SEDGWICK – New Claim Reports, Claim Status & Recovery Status Questions

### Claims/Losses

|                                   |  |
|-----------------------------------|--|
| Report a New LCCS Claim – Website | <a href="https://www.lccs.rentalautoclaim.com/">https://www.lccs.rentalautoclaim.com/</a>  |
| Report a New LCCS Claim – Phone   | (866) 215-5227<br>Voice Response Unit, Select Prompt #2  |
| Check Status on Existing Claim*   | <a href="https://www.lccs.rentalautoclaim.com/">https://www.lccs.rentalautoclaim.com/</a><br><br>(866) 215-5227<br>Voice Response Unit, Select Prompt #3 |

\*Please have your 9-digit claim number available, so we can efficiently route your call to the appropriate Sedgwick Handling Rep or Sedgwick Recovery Rep.

## SEDGWICK – General Program & Coverage Questions

|   |   |
|---|---|
| <b>Anna Bendgen</b><br><i>Director Client Services</i>      | PHONE: (216) 617-2484<br>E-MAIL: <a href="mailto:Anna.Bendgen@sedgwick.com">Anna.Bendgen@sedgwick.com</a>             |
| <b>Rosalynd Teplitzky</b><br><i>RT/LCCS Data Specialist</i> | PHONE: (216) 617-2471<br>E-MAIL: <a href="mailto:Rosalynd.Teplitzky@sedgwick.com">Rosalynd.Teplitzky@sedgwick.com</a> |

# Contacts & Support

## SEDGWICK – Loss Prevention Program Questions

|   |   |
|---|---|
| <b>Terri Boyd</b><br><i>Loss Prevention Manager</i>         | PHONE: (216) 617-2706<br>E-MAIL: <a href="mailto:Terri.Boyd@sedgwick.com">Terri.Boyd@sedgwick.com</a>       |
| <b>Diane Davis</b><br><i>Loss Prevention Representative</i> | PHONE: (216) 617-2482<br>E-MAIL: <a href="mailto:Diane.Davis@sedgwick.com">Diane.Davis@sedgwick.com</a>     |
| <b>Ray Grady</b><br><i>Loss Prevention Representative</i>   | PHONE: (216) 617-2483<br>E-MAIL: <a href="mailto:Raynard.Grady@sedgwick.com">Raynard.Grady@sedgwick.com</a> |

|                                |   |
|--------------------------------|---|
| <b>LP Team Mailing Address</b> | Sedgwick<br>LCCS Loss Prevention Team<br>5700 Lombardo Center – Rock Run North<br>Seven Hills, Ohio 44131 |
| <b>LP Team Group Fax</b>       | (216) 617-2917  |
| <b>LP Team Group E-Mail</b>    | <a href="mailto:LossPrevention@sedgwick.com">LossPrevention@sedgwick.com</a>                              |

## SEDGWICK – Risk Assessment Scoring Program Questions

|  |   |
|--|---|
| <b>Anna Bendgen</b><br><i>Director Client Services</i> | PHONE: (216) 617-2484<br>E-MAIL: <a href="mailto:Anna.Bendgen@sedgwick.com">Anna.Bendgen@sedgwick.com</a> |
| <b>Terri Boyd</b><br><i>Loss Prevention Manager</i>    | PHONE: (216) 617-2706<br>E-MAIL: <a href="mailto:Terri.Boyd@sedgwick.com">Terri.Boyd@sedgwick.com</a>     |

## SEDGWICK – Request a Certificate of Insurance or Written Proof of Insurance

|  |   |
|--|---|
| <b>Anna Bendgen</b><br><i>Director Client Services</i> | PHONE: (216) 617-2484<br>E-MAIL: <a href="mailto:Anna.Bendgen@sedgwick.com">Anna.Bendgen@sedgwick.com</a> |
|--|---|

# Contacts & Support

## **AON RISK SERVICES** – *Request an Insurance ID Card*

### **FOR DEALERS LOCATED IN: Kansas, Nevada, New Jersey, and All Other States**

To obtain new or replacement ID cards from Aon, please submit your request via e-mail to:

|                      |  |
|----------------------|--|
| <b>Address:</b>      | <a href="mailto:acs.chicago@aon.com">acs.chicago@aon.com</a>         |
| <b>Carbon Copy:</b>  | <a href="mailto:jonathan.nugent@aon.com">jonathan.nugent@aon.com</a> |
| <b>Subject Line:</b> | Request for LCCS Insurance ID Cards                                  |

## **TOKIO MARINE** – *Request an Insurance ID Card or State-Specific Filing Form*

### **FOR DEALERS LOCATED IN: New York**

To obtain new or replacement ID cards from Tokio Marine, please submit your request via e-mail to:

E-MAIL: [fee.chan@tmamerica.com](mailto:fee.chan@tmamerica.com) OR [misae.logan@tmamerica.com](mailto:misae.logan@tmamerica.com)

### **Massachusetts (RMV-1 Forms)**

E-MAIL: [masstamp@tmamerica.com](mailto:masstamp@tmamerica.com)

E-FAX: (808) 543-3235

### **Other State Specific Filings**

For assistance with FH-1 forms (NY), financial responsibility filings (i.e., AZ, CT, KY, ME, NC, RI, WI) or any other state-specific form/filing, contact:

Mr. Minh Le  
Tokio Marine America  
E-MAIL: [tokioidcard@tmamerica.com](mailto:tokioidcard@tmamerica.com)

## Insurance Acronyms and Jargon...

|                  |                                    |
|------------------|------------------------------------|
| ACV              | Actual Cash Value                  |
| AD               | Additional Driver                  |
| BI               | Bodily Injury (Liability)          |
| COLL             | Collision                          |
| COMP             | Comprehensive                      |
| COR              | Cost of Repair                     |
| CWP              | Closed Without Payment             |
| CSL              | Combined Single Limit              |
| DL               | Driver's License                   |
| DMV              | Department of Motor Vehicles       |
| DOB              | Date of Birth                      |
| DOD              | Date of Discovery                  |
| DOI              | Department of Insurance            |
| DOL              | Date of Loss                       |
| ECM              | Earned Car Month                   |
| FOL              | Facts of Loss                      |
| GPO              | Gross Pay-Off Amount               |
| ID Card          | Insurance Identification (ID) Card |
| LP Program       | Loss Prevention Program            |
| MFR Limit        | Minimum Financial Responsibility   |
| NRT              | Non-Revenue Ticket                 |
| PD               | Property Damage (Liability)        |
| PIP              | Personal Injury Protection         |
| RA               | Rental Agreement                   |
| RAS Program      | Risk Assessment Scoring Program    |
| RO               | Repair Order                       |
| Sal/Sub Analysis | Salvage and Subrogation Analysis   |
| Subro            | Subrogation                        |
| LFS              | Lexus Financial Service            |
| TLD              | Total Loss Depreciation            |
| TMCC             | Toyota Motor Credit Corporation    |
| TMNA             | Toyota Motor North America         |
| LCCS             | Lexus Customer Convenience System  |
| LCCS P&P         | LCCS Policies & Procedures         |
| UIM              | Underinsured Motorists             |
| UIO              | Units In Operation                 |
| UM               | Uninsured Motorists                |

# Insurance Company Phone Numbers

|    | Insurance Company Name                  | Phone Number                          | Additional Notes   |
|----|---|---------------------------------------|--|
| 1  | 21st Century                            | 888-244-6163                          | Fax: 877-217-1389  |
| 2  | A Central Insurance / nycm              | 866-222-2242 or 800-234-6926          |  |
| 3  | AAA Insurance                           | 888-335-2722                          |  |
| 4  | AAA Insurance - California - Long Beach | 800-222-6424                          |  |
| 5  | AAA Insurance - California Northern     | 800-922-8228 or 800-222-4357          | <i>Policies starting with CAAS</i>                                 |
| 6  | AAA Insurance - California Southern     | 800-672-5246                          | <i>(Policies Starting with "G")<br/>Policies starting with CAA</i> |
| 7  | AAA Insurance - Florida                 | 800-289-1325                          |  |
| 8  | AAA Insurance - Indiana & Illinois      | 800-207-3618                          |  |
| 9  | AAA Insurance - Kentucky                | 888-222-9677                          |  |
| 10 | AAA Insurance - Louisiana               | 866-222-2378                          |  |
| 11 | AAA Insurance - Massachusetts           | 800-222-4242                          |  |
| 12 | AAA Insurance - Michigan                | 800-289-5255 or 800-222-6424          |  |
| 13 | AAA Insurance - Mid-Atlantic            | 888-222-0086                          |  |
| 14 | AAA Insurance - Minnesota               | 800-222-6424                          |  |
| 15 | AAA Insurance - Nevada                  | 800-207-3618                          |  |
| 16 | AAA Insurance - New Hampshire           | 800-222-4242 or North NH 603-889-0165 |  |
| 17 | AAA Insurance - New Mexico              | 800-672-5246                          |  |
| 18 | AAA Insurance - Northeast               | 800-222-4242                          |  |
| 19 | AAA Insurance - Ohio                    | 800-207-3618 or 877-224-5677          |  |
| 20 | AAA Insurance - Oklahoma                | 800-579-3942 or 888-335-2722          |  |
| 21 | AAA Insurance - Rhode Island            | 800-222-4242                          |  |
| 22 | AAA Insurance - Texas                   | 888-222-9208                          |  |
| 23 | AARP Insurance                          | 866-227-7466                          |  |
| 24 | Acadia Insurance                        | 888-665-1170                          |  |
| 25 | ACCC General                            | 888-456-5953                          |  |
| 26 | Acceptance Insurance                    | 800-779-2103 or 800-321-0899          | Fax: 877-826-8414  |
| 27 | Access General                          | 866-747-6931                          |  |
| 28 | Ace America                             | 800-433-0385                          |  |
| 29 | ACIC                                    | 800-792-9991                          |  |
| 30 | Acuity Insurance                        | 800-242-7666                          |  |
| 31 | Adirondack Ins. Exchange                | 877-248-0555                          |  |
| 32 | Adirondack Ins. Exchange                | 877-629-8003                          |  |
| 33 | Advantage Rent a Car                    | 407-888-0508                          |  |
| 34 | Affirmative Insurance - California      | 800-792-9056                          |  |
| 35 | Affirmative Insurance - Florida         | 800-950-2941                          |  |
| 36 | Affirmative Insurance - Illinois        | 800-255-4687                          |  |
| 37 | Agency Ins. Company (AIC)               | 800-492-5629 or 800-841-5241          |  |
| 38 | AIG                                     | 888-244-6163 or 877-244-0304          | This is also Old American  |

# Insurance Company Phone Numbers

|    | Insurance Company Name                   | Phone Number                                    | Additional Notes                |
|----|--|---|---------------------------------|
| 39 | AIG Agency Insurance Company             | 800-841-5241                                    |                                 |
| 40 | Alamo / Enterprise                       | 866-300-3239                                    | Option #4 for Airport Locations |
| 41 | ALFA Insurance                           | 800-964-2532                                    |                                 |
| 42 | ALFA Property & Casualty / Unitrin       | 800-456-1919                                    |                                 |
| 43 | Alliance Insurance                       | 800-508-5833                                    |                                 |
| 44 | Alliance United Ins.                     | 805-650-2100                                    |                                 |
| 45 | Allianz Global Assistance                | 800-628-4908                                    |                                 |
| 46 | Allied Insurance                         | 800-552-2437 Option #3 or<br>800-282-1446       |                                 |
| 47 | Allstate                                 | 800-255-7828 or 800-386-6216 or<br>888-442-6219 | Fax: 866-447-4293               |
| 48 | AMCO                                     | 877-662-5246                                    |                                 |
| 49 | America First                            | 877-263-7890                                    |                                 |
| 50 | American Access                          | 888-663-5443                                    |                                 |
| 51 | American Alliance                        | 847-916-3200                                    |                                 |
| 52 | American Century - Texas                 | 817-404-1060                                    |                                 |
| 53 | American Commerce Insurance              | 800-222-2114                                    |                                 |
| 54 | American Express (AMEX)                  | 800-338-1670                                    |                                 |
| 55 | American Family                          | 800-374-1111 or 800-692-6329                    |                                 |
| 56 | American Freedom                         | 847-758-9300                                    |                                 |
| 57 | American Hallmark Ins.                   | 800-420-5119                                    |                                 |
| 58 | American Hardware Mutual                 | 800-876-8766                                    | Claims                          |
| 59 | American Hardware Mutual                 | 800-227-4663                                    | Customer Service                |
| 60 | American Independent                     | 800-954-2442 or 610-832-4940                    |                                 |
| 61 | American International Insurance Company | 800-241-1188                                    | 21st Century                    |
| 62 | American International South             | 888-244-6163                                    |                                 |
| 63 | American National & Property             | 800-333-2861                                    |                                 |
| 64 | American Skyline                         | 888-298-5224                                    |                                 |
| 65 | American Southwest (Statewide)           | 866-905-4461                                    |                                 |
| 66 | American States                          | 800-332-3226                                    |                                 |
| 67 | American Sterling                        | 913-663-5500                                    |                                 |
| 68 | Ameriprise                               | 800-872-5246                                    | Fax: 888-269-8408               |
| 69 | Amica                                    | 800-242-6422 or 800-282-1446                    |                                 |
| 70 | Anchor General                           | 800-542-6246                                    |                                 |
| 71 | AON Affinity                             | 800-382-6841 or 866-283-7122                    |                                 |
| 72 | Arbella                                  | 800-272-3552                                    |                                 |
| 73 | Arbella - Connecticut                    | 800-286-1509                                    |                                 |
| 74 | Armed Forces Insurance                   | 800-255-0187                                    |                                 |
| 75 | Assurance America                        | 888-580-8134                                    |                                 |
| 76 | Atlantic Mutual                          | 800-945-7461                                    |                                 |
| 77 | Auto Owners Insurance                    | 888-252-4626 or 888-873-4576                    | Fax: 888-860-0202               |

# Insurance Company Phone Numbers

|     | Insurance Company Name                     | Phone Number                                 | Additional Notes               |
|-----|--|--|--------------------------------|
| 78  | Avis Claims Dept.                          | 800-352-7900                                 |                                |
| 79  | AXA Property & Casualty                    | 800-216-3711                                 |                                |
| 80  | Balboa Insurance                           | 888-769-2096 or 800-444-6161                 |                                |
| 81  | Bankers Ins.                               | 800-765-9700                                 |                                |
| 82  | Berkley Mid-Atlantic Group                 | 800-283-1153                                 |                                |
| 83  | Bristol West                               | 800-274-7865 or 954-585-5472                 |                                |
| 84  | Budget Claims Dept.                        | 800-551-5778                                 |                                |
| 85  | C.N.A.                                     | 877-262-2727                                 |                                |
| 86  | C.N.A. - New Jersey                        | 888-808-5145                                 |                                |
| 87  | California Casualty                        | 866-680-5143 or 888-298-3778 or 800-800-9140 |                                |
| 88  | California Insurance Group                 | 800-274-7865                                 |                                |
| 89  | Capstone (Handles Claims for Commonwealth) | 804-744-9600                                 |                                |
| 90  | Centennial (Royal)                         | 800-871-0467                                 |                                |
| 91  | Central Mutual Insurance                   | 888-263-2924                                 |                                |
| 92  | Century Insurance                          | 800-227-0201                                 |                                |
| 93  | Chartis Property & Casualty                | 866-856-6858                                 |                                |
| 94  | Chubb                                      | 800-252-4670                                 |                                |
| 95  | Church Mutual                              | 800-554-2642                                 |                                |
| 96  | Cincinnati                                 | 513-870-2000                                 |                                |
| 97  | Citizens                                   | 800-628-0250                                 |                                |
| 98  | Citizens Property Group                    | 866-411-2742                                 |                                |
| 99  | Citizens United (Cure)                     | 800-229-9151                                 |                                |
| 100 | Clarendon - Iowa                           | 800-216-3711                                 |                                |
| 101 | Clarendon - New York                       | 800-315-6090                                 |                                |
| 102 | Clarendon - West Coast                     | 800-285-2524                                 |                                |
| 103 | Coast Auto (Progressive)                   | 800-444-4487                                 |                                |
| 104 | Coast National                             | 714-939-7000 or 800-274-7865                 |                                |
| 105 | Colonial County Mutual                     | See Nationwide                               |                                |
| 106 | Colonial Penn                              | 800-327-3000                                 |                                |
| 107 | Commerce                                   | 508-949-1500 or 800-221-1605                 | (Mapfre)                       |
| 108 | Companion Property & Casualty              | 800-845-2724                                 |                                |
| 109 | Continental                                | 800-588-7400                                 |                                |
| 110 | Cotton States Insurance                    | 800-846-0100                                 | Affiliate of Country Financial |
| 111 | Country Companies                          | 866-429-4655                                 |                                |
| 112 | Country Mutual                             | 800-846-0100                                 | Fax: 866-255-7961              |
| 113 | Countrywide Insurance                      | 212-344-8700 or 888-768-2096                 |                                |
| 114 | County Financial                           | 866-268-6879                                 |                                |
| 115 | CUNA Mutual                                | 800-637-2676                                 |                                |
| 116 | Cure Ins.                                  | 800-535-2873                                 |                                |

# Insurance Company Phone Numbers

|     | Insurance Company Name         | Phone Number                                 | Additional Notes               |
|-----|--------------------------------|--|--------------------------------|
| 117 | Dairyland (Sentry)             | 800-225-1390 or 800-473-6879                 |                                |
| 118 | Deerbrook                      | 800-333-7276                                 |                                |
| 119 | Direct Auto                    | 312-568-4500                                 |                                |
| 120 | Direct General                 | 615-399-4700 or 800-456-1586                 | Florida No Fault-Cash Register |
| 121 | Discover Card - Affinity       | 800-347-2683                                 |                                |
| 122 | Donagal Mutual                 | 800-877-9006                                 |                                |
| 123 | Electric Insurance             | 800-227-2757 or 800-342-5342                 |                                |
| 124 | Elephant Insurance - MD & VA   | 877-218-7865 (877-21-TRUNK)                  |                                |
| 125 | Employers Fire Fund            | See One Beacon                               |                                |
| 126 | Empower (MGA)                  | 817-231-4300 x2053                           |                                |
| 127 | Encompass                      | 800-588-7400 or 800-221-1605 or 877-256-2435 | Fax: 855-219-7427              |
| 128 | Enterprise / National / Alamo  | 866-300-3239                                 |                                |
| 129 | Enterprise Loss Control        | 866-300-3288                                 |                                |
| 130 | Equity Insurance               | 877-340-7325                                 |                                |
| 131 | Erie Insurance                 | 888-822-3743 or 800-367-3743                 |                                |
| 132 | Essurance                      | 800-631-0089                                 |                                |
| 133 | E-Surance                      | 800-926-1175 or 800-963-6924                 |                                |
| 134 | E-Surance of New Jersey        | 800-378-7262                                 |                                |
| 135 | Everest Claims                 | 855-252-4695                                 |                                |
| 136 | Explorer                       | 800-788-8984                                 |                                |
| 137 | Farm Bureau - Florida          | 866-275-7322 or 352-378-8100                 |                                |
| 138 | Farm Bureau - Georgia          | 855-432-8567 or 855-432-2567                 |                                |
| 139 | Farm Bureau - Iowa             | 573-893-1400                                 |                                |
| 140 | Farm Bureau - Kentucky         | 502-495-5000                                 |                                |
| 141 | Farm Bureau - Louisiana        | 225-922-6200                                 |                                |
| 142 | Farm Bureau - Mississippi      | 866-275-7322                                 |                                |
| 143 | Farm Bureau - Missouri         | 573-893-1400                                 |                                |
| 144 | Farm Bureau - North Carolina   | 919-782-1750                                 |                                |
| 145 | Farm Bureau - Oklahoma         | 877-632-2524                                 |                                |
| 146 | Farm Bureau - South Carolina   | 803-796-6700                                 |                                |
| 147 | Farm Bureau - Tennessee        | 877-257-3725 or 877-876-2222                 |                                |
| 148 | Farm Bureau - Texas            | 254-772-3030                                 |                                |
| 149 | Farm Family Casualty Insurance | 800-948-3276                                 |                                |
| 150 | Farmers                        | 800-435-7764 or 800-445-7911                 | Fax: 877-217-1389              |
| 151 | Farmers - Hawaii               | 800-413-1711                                 |                                |
| 152 | Federal Insurance Co.          | 800-252-4670                                 |                                |
| 153 | Federal National Ins.          | 800-293-2532                                 |                                |
| 154 | Fidelity                       | 800-220-1351                                 |                                |
| 155 | Financial Indemnity            | See Unitrin                                  |                                |

# Insurance Company Phone Numbers

|     | Insurance Company Name                          | Phone Number                                 | Additional Notes                          |
|-----|---|--|---|
| 156 | Fireman's Fund                                  | 800-227-5462 or 888-347-3248                 |   |
| 157 | First Acceptance Insurance                      | 800-779-2103                                 |   |
| 158 | First Chicago                                   | 888-262-8864                                 |   |
| 159 | Foremost (21st Century)                         | 800-527-3905                                 | Fax: 855-822-3139 (21st Century)          |
| 160 | Founders Insurance                              | 888-676-4342 or 847-768-0040                 |   |
| 161 | Frankenmuth Insurance                           | 800-234-4433                                 |   |
| 162 | Fred Loya Insurance                             | 800-554-0595                                 |   |
| 163 | Freeway Ins. (Broker - Need Policy#)            | 888-443-4662                                 |   |
| 164 | Gainsco   | 866-424-6726                                 |   |
| 165 | GE Employers Insurance                          | 866-413-8978                                 |   |
| 166 | GEICO   | 800-861-8380 or 866-729-5201 or 800-841-3000 |   |
| 167 | GEICO - Florida                                 | 800-861-8380                                 |   |
| 168 | General Casualty Ins                            | See QBE                                      |   |
| 169 | Germania Insurance                              | 800-392-2002                                 |   |
| 170 | Global Liberty Insurance Company of New York    | 877-240-7004                                 |   |
| 171 | GMAC  | 800-468-3466 or 800-325-1088                 | Fax: 800-924-0273                         |
| 172 | Good 2 Go Insurance                             | 800-954-2442                                 |   |
| 173 | Grange Insurance                                | 800-546-8850 or 800-445-3030                 |   |
| 174 | Granite State                                   | See AIG                                      |   |
| 175 | Grenada   | 305-554-0353                                 |   |
| 176 | Guide One Mutual Insurance                      | 888-748-4326                                 |   |
| 177 | Hanover   | 800-628-0250                                 |   |
| 178 | Harbor National                                 | 800-216-3711                                 |   |
| 179 | Harco National                                  | 417-770-7770                                 | Car Dealerships & Trucking Companies Only |
| 180 | Harleysville                                    | 800-892-8877                                 |   |
| 181 | Hartford  | 800-243-5860 or 800-811-4832                 | Fax: 866-809-8054                         |
| 182 | Hastings Mutual                                 | 800-442-8277                                 |   |
| 183 | Hertz Claims Dept.                              | 877-584-7159                                 |   |
| 184 | Highpoint Insurance                             | 800-437-3535                                 |   |
| 185 | Hochhein Insurance                              | 800-222-4736                                 |   |
| 186 | Holyoke Mutual                                  | 800-225-2533                                 |   |
| 187 | Home State County Mutual                        | 800-477-7391 or 800-792-3224 or 866-905-4461 |   |
| 188 | Home State County Mutual - Louisiana & Oklahoma | 866-905-4461                                 |   |
| 189 | Home State County Mutual - Texas                | 800-993-3226                                 |   |
| 190 | Home State Insurance                            | 877-265-6362                                 |   |
| 191 | Horace Mann Insurance                           | 800-999-1030                                 |   |

# Insurance Company Phone Numbers

|     | Insurance Company Name                         | Phone Number                                 | Additional Notes   |
|-----|--|--|--|
| 192 | Horace Mann Insurance - Western California     | 877-267-0570                                 |  |
| 193 | ICM Auto Insurance                             | 800-426-2886                                 |  |
| 194 | IDS Property & Casualty Insurance              | 800-535-2001                                 |  |
| 195 | IFA Insurance                                  | 877-432-2277 or 732-815-1201                 |  |
| 196 | Industrial Risk Insurers                       | 860-520-7347                                 | Commercial Claims  |
| 197 | Infinity                                       | 800-782-1020 or 877-953-2337 or 800-334-1661 | Fax: 800-214-5727  |
| 198 | Insure On The Spot                             | 773-202-5060                                 |  |
| 199 | Integon/GMAC                                   | 800-468-3466                                 |  |
| 200 | Kemper   | 888-252-2799                                 |  |
| 201 | Kentucky Farm Bureau                           | 866-532-2524                                 | Claims   |
| 202 | Kentucky Farm Bureau                           | 800-206-6887                                 | Customer Service   |
| 203 | Kentucky Farm Bureau - Louisville              | 502-456-1664                                 | Claims   |
| 204 | Kentucky Farm Bureau - Owensboro               | 270-684-2165                                 | Claims   |
| 205 | Keystone                                       | 888-222-0086                                 |  |
| 206 | Liberty County Mutual (Safeco)                 | 866-472-3326                                 |  |
| 207 | Liberty Mutual                                 | 800-526-1547                                 |  |
| 208 | Liberty Mutual - California                    | 800-426-9898                                 | Personal Insurance, PO Box 515097, Los Angeles, CA 90051 |
| 209 | Liberty Mutual Commercial                      | 800-532-7706                                 |  |
| 210 | Liberty Northwest                              | 800-289-0930                                 |  |
| 211 | Lighthouse Casualty                            | 773-458-1010                                 |  |
| 212 | Lincoln General                                | 800-876-3350                                 |  |
| 213 | Lindsey General                                | 888-672-7638                                 |  |
| 214 | Louisiana Farm Bureau                          | 866-275-7322                                 |  |
| 215 | Maryland Auto Ins. Fund                        | 800-492-7120                                 |  |
| 216 | Mastercard                                     | 800-622-7747                                 |  |
| 217 | Meemic Insurance - Michigan                    | 888-463-3642 x31144                          |  |
| 218 | Mendota  | 800-422-0793                                 |  |
| 219 | Merchants Mutual                               | 888-644-6680                                 |  |
| 220 | Mercury  | 888-913-6372                                 |  |
| 221 | MetLife  | 800-854-6011                                 | Fax: 866-947-0184  |
| 222 | MGA  | 866-424-6726                                 |  |
| 223 | Mid Continent Casualty - Dallas                | 800-841-3218                                 |  |
| 224 | Mid Continent Casualty - Tulsa & Oklahoma City | 918-587-7221                                 |  |
| 225 | Mid Continent General Agency - Texas           | 800-392-1604                                 |  |
| 226 | Mid-Century                                    | 888-425-2467                                 | Owned by Farmers   |
| 227 | MMG Insurance                                  | 888-869-8700                                 |  |
| 228 | Mutual of Enumclaw                             | 541-343-0608                                 | Fax: 208-736-0069  |

## Insurance Company Phone Numbers

|     | Insurance Company Name                  | Phone Number   | Additional Notes   |
|-----|---|--|--------------------|
| 229 | National Continental                    | 800-555-4858   |                    |
| 230 | National General                        | 888-233-4575   | Fax: 800-924-0273  |
| 231 | National General                        | 800-325-1088   |                    |
| 232 | National Grange                         | 877-423-2467   |                    |
| 233 | National Indemnity                      | 800-356-5750   |                    |
| 234 | National Liability & Fire               | 866-720-7861   |                    |
| 235 | National Unity Insurance Company        | 866-329-6734   |                    |
| 236 | Nationwide                              | 800-421-3535 or 877-777-2022   |                    |
| 237 | New York Central Mutual                 | 800-234-6926   |                    |
| 238 | NGM Insurance                           | 877-425-2467   |                    |
| 239 | NJ Cure                                 | 800-535-2873   |                    |
| 240 | NJM (NJ Manufacturers Insurance)        | 800-367-6564 or 800-232-6600   |                    |
| 241 | Northbrook                              | 800-333-7276   |                    |
| 242 | Ocean Harbor                            | 800-222-3435 or 800-222-3077 or<br>954-587-2299 or 850-386-1115 Calif. |                    |
| 243 | Ohio Casualty                           | 866-255-5530   |                    |
| 244 | Old American County Mutual              | 866-233-7091 or 877-285-1296   |                    |
| 245 | Old Brook                               | 800-333-7276   |                    |
| 246 | Old Republic                            | 800-747-5256   |                    |
| 247 | Omega Insurance                         | 800-216-3711   |                    |
| 248 | OMNI Insurance Group                    | 800-727-6664   | 800-680-1904 (Fax) |
| 249 | One Beacon                              | 877-248-4968 or 866-725-5171   |                    |
| 250 | Oregon Mutual                           | 800-888-2141   |                    |
| 251 | Pacific Specialty Insurance             | 800-303-5000   | Motorcycle Insurer |
| 252 | Palisades Ins. (Agency) - Plymouth Rock | 844-346-1225   |                    |
| 253 | Peachtree Casualty Insurance            | 770-438-4017   |                    |
| 254 | Peak Insurance                          | 800-334-0090   |                    |
| 255 | Pekin Insurance                         | 888-735-4611   |                    |
| 256 | PEMCO                                   | 800-467-3626   |                    |
| 257 | Peninsula Insurance                     | 800-492-1205 Option #4   |                    |
| 258 | Penn National Insurance                 | 800-388-4764 or 800-766-2245   |                    |
| 259 | Personal Express Ins.                   | 800-499-3612   |                    |
| 260 | Personal Service Insurance              | 800-282-9416   |                    |
| 261 | Philadelphia Indemnity                  | 800-765-9749   |                    |
| 262 | Phoenix Insurance                       | 800-238-6225   |                    |
| 263 | Pilgrim                                 | 617-956-6000   |                    |
| 264 | Plymouth Rock                           | 888-324-1620   |                    |
| 265 | Praetorian Insurance                    | 201-368-8055   |                    |
| 266 | Preferred Mutual                        | 800-333-7642   |                    |
| 267 | Premier                                 | 877-425-2466   |                    |
| 268 | Pride National                          | 615-370-4440   |                    |

# Insurance Company Phone Numbers

|     | Insurance Company Name             | Phone Number                                 | Additional Notes  |
|-----|------------------------------------|--|-------------------|
| 269 | Privilege Underwriters             | 888-813-7873                                 |                   |
| 270 | Pro General Ins. Solutions         | 844-776-4361                                 |                   |
| 271 | Progressive                        | 800-888-7764 or 800-274-4499 or 800-776-4737 | Fax: 877-213-7258 |
| 272 | Pronto                             | 866-357-9787                                 |                   |
| 273 | Prudential                         | 800-368-8868 or 800-437-3535                 |                   |
| 274 | Pure Ins.                          | 888-813-7873                                 |                   |
| 275 | QBE                                | 866-251-5389 or 608-837-4440                 |                   |
| 276 | Quincy Mutual                      | 617-770-5391                                 |                   |
| 277 | Reliant General                    | 888-999-2200 or 800-959-9956                 |                   |
| 278 | Rental Insurance Services          | 303-439-6230                                 |                   |
| 279 | Republic Insurance                 | 800-451-0286                                 |                   |
| 280 | RLI Insurance                      | 800-444-0406                                 |                   |
| 281 | Royal & Sun Insurance              | 866-236-7750 or 800-847-6925                 |                   |
| 282 | Safe Auto                          | 800-723-3288                                 | Fax: 614-559-5438 |
| 283 | Safeco                             | 800-332-3226                                 | Fax: 888-268-8840 |
| 284 | Safety Insurance                   | 617-951-0600                                 |                   |
| 285 | Safeway Insurance - Texas          | 800-814-3586                                 |                   |
| 286 | Santa Fe Auto Insurance Co.        | 888-886-3370 or 888-365-4201                 |                   |
| 287 | Security National                  | 403-269-1112                                 |                   |
| 288 | Selective                          | 866-455-9969                                 |                   |
| 289 | Sentry Insurance                   | 800-833-2244                                 |                   |
| 290 | Sentry Insurance - Pennsylvania    | 800-225-1390                                 |                   |
| 291 | Sequoia Insurance - California     | 209-634-9031                                 |                   |
| 292 | Shelter                            | 800-743-5837                                 |                   |
| 293 | Southern County Mutual             | 800-423-6789                                 |                   |
| 294 | Southern Farm Bureau               | 800-999-0107                                 |                   |
| 295 | Southern General Agency            | 866-811-3152                                 |                   |
| 296 | Southern Group Indemnity           | 305-715-0090                                 |                   |
| 297 | Southern Owners                    | 863-687-4505                                 |                   |
| 298 | St. Paul Travelers                 | 800-252-4633                                 |                   |
| 299 | Standard Fire Ins. Co. (Travelers) | 800-252-4633                                 |                   |
| 300 | Standard Fire Insurance            | See Travelers                                |                   |
| 301 | State Auto                         | 800-766-1853 or 800-444-9950                 |                   |
| 302 | State Farm                         | 855-341-8184                                 |                   |
| 303 | State Farm - Florida               | 855-259-8568                                 |                   |
| 304 | State Farm - Maine                 | 844-292-8615                                 |                   |
| 305 | State Farm - Minnesota             | 844-292-8615                                 |                   |
| 306 | State Farm - New Mexico            | 800-324-0704                                 |                   |
| 307 | State Farm - North Carolina        | 855-259-8568                                 |                   |
| 308 | State Farm - Wisconsin             | 844-292-8615                                 |                   |

# Insurance Company Phone Numbers

|     | Insurance Company Name                  | Phone Number                                    | Additional Notes  |
|-----|---|---|-------------------|
| 309 | Statewide/State & County Mutual         | 800-993-3226                                    |                   |
| 310 | Stonewood Insurance                     | 888-215-7292                                    |                   |
| 311 | Sublimity                               | 800-636-1238                                    |                   |
| 312 | Technology Insurance                    | 212-220-7120                                    |                   |
| 313 | Texas Farm Bureau                       | 800-772-6535 or 800-266-5458                    |                   |
| 314 | The General                             | 800-280-1466                                    |                   |
| 315 | The Hartford                            | 800-280-0555                                    |                   |
| 316 | Titan                                   | 800-347-7930                                    |                   |
| 317 | TN Farmers Mutual Ins.                  | 877-86-2222                                     |                   |
| 318 | Tokio Marine & Fire                     | 212-297-6600                                    |                   |
| 319 | Tower Hill Insurance                    | 800-216-3711                                    |                   |
| 320 | Travelers                               | 800-842-6812 or 800-252-4633                    | Fax: 866-661-9040 |
| 321 | Travelers Commercial                    | 800-832-7839                                    |                   |
| 322 | Unigard                                 | 800-777-0078                                    |                   |
| 323 | Unique Insurance                        | 773-299-7500                                    |                   |
| 324 | United Auto                             | 305-940-7299                                    |                   |
| 325 | United Farm Family                      | 800-948-3276                                    |                   |
| 326 | Unitrin                                 | 877-495-1888 or 800-234-3606                    |                   |
| 327 | Universal Ins.                          | 800-288-8050                                    |                   |
| 328 | US Auto                                 | 888-886-3370                                    |                   |
| 329 | USAA                                    | 800-531-8722                                    | Fax: 800-531-8669 |
| 330 | Utica National                          | 800-274-1914 or 800-216-1420 or<br>800-765-1914 |                   |
| 331 | Vermont Mutual                          | 800-451-5000                                    |                   |
| 332 | Victoria                                | 800-926-3168                                    |                   |
| 333 | Viking                                  | 800-334-0090                                    |                   |
| 334 | Visa Enhancement / Card Member Services | 800-253-5664                                    |                   |
| 335 | Wawanesa Insurance                      | 800-572-5246                                    | Fax: 619-285-2711 |
| 336 | Wesco Insurance                         | 800-443-7187                                    |                   |
| 337 | West American                           | 513-867-3000                                    |                   |
| 338 | West Bend Mutual                        | 800-236-5010                                    |                   |
| 339 | West National                           | 800-862-6070 x164 or 952-921-<br>3184           |                   |
| 340 | Western General                         | 800-758-3311                                    |                   |
| 341 | Western National                        | 855-921-3164                                    |                   |
| 342 | Westfield Insurance                     | 866-937-2663                                    |                   |
| 343 | WindHaven Ins.                          | 866-595-4080                                    |                   |
| 344 | Windhaven Insurance                     | 866-595-4080 or 866-721-6795                    | Fax: 888-288-6167 |
| 345 | Young America                           | 888-790-6377                                    |                   |
| 346 | Zurich                                  | 888-680-8005                                    | Commercial Lines  |
| 347 | Zurich                                  | 800-987-3373                                    | Personal Lines    |

# Sedgwick Training Manual – How to Access an Electronic Copy

An electronic copy of this training manual can be obtained from the Reference Materials located on the Dealer Claim Management website.

<https://www.lccs.rentalautoclaim.com/>

Username = lexusdealer  
Password = LX\*!89rj45\*#

NOTE: Both the Username and Password are case sensitive!

The screenshot displays the Lexus Customer Convenience System Dealer Claim Management Website. The top navigation bar includes links for 'Report a Claim', 'Check Status', 'Upload Additional Documentation', 'Loss Prevention Training', 'FAQ', 'Contact Us', and 'Reference Material'. The 'Report a Claim' section is currently selected, showing a multi-step process flow: 'Report a Claim', 'Insured Vehicle', 'Facts of Loss', 'Review and Confirm Loss Information', and 'Attach Documentation and Submit'. A blue arrow points from a red-bordered callout box to the 'Reference Material' link in the navigation bar.

**This PDF is searchable!**