

SECTION III – DEFINITIONS

- insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.
5. EXPENSES. If at our request an "insured" has incurred attorney fees, court costs or other expenses including interest in the investigation or defense of claims, suits or other legal proceedings, we will be responsible for payment of them. We are not responsible for salaries or expenses expended or incurred by an "insured" or any "insureds" employee in the investigation or defense of a claim, suit or other legal proceeding, unless we have given our prior consent.
6. APPEALS. If an "insured" or underlying insurer elects not to appeal judgments in excess of the "underlying insurance", we may elect to appeal such judgments at our own expense, but in no event shall our liability for "ultimate net loss" exceed the limit of liability plus expenses incurred in such an appeal.
7. SUBROGATION. In the event of any payment under the policy, we shall participate with the "insured" and any underlying insurer in the exercising of all of the "insured's" rights of recovery against any person or organization liable therefore. The "insured" must do everything necessary to secure our rights and do nothing after the "loss" to impair them. Our right to recover is subordinate to the insured's right to be fully compensated. We agree to pay our portion of the "insured's" attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under the policy pursuant to our right of subrogation.
- B. GENERAL CONDITIONS**
1. UNDERLYING INSURANCE. It is the duty of the "policyholder" or "insured" to maintain, in full effect, the policy or policies of insurance, bond, cash deposits or self-insurance during the term of this policy. Failure to comply with this provision, reduces our liability to the extent that the "policyholder" or "insured's" actions or inactions are prejudicial to us..
2. ATTACHMENT OF LIABILITY. Liability under the policy shall not attach until the "underlying insurance" has been exhausted by payment of judgments or settlements and the "insured" has paid, or has become legally obligated to pay, the "ultimate net loss" in excess of such "underlying insurance".
3. CHANGES. The policy together with the "rental agreement" constitutes the entire contract of insurance. No agent has authority to change the policy or waive any of its provisions.
4. TERMINATION. This coverage will terminate at the time a "rentee" ceases to be a "rentee" of the "policyholder" under the "rental agreement".
5. POLICY TERRITORY. We cover losses which occur during the "policy period" within the United States its territories and possessions, Puerto Rico and Canada. The coverage territory does not include Mexico.

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- C. "Certificate holder" means the person or organization, franchisee, licensee, or association member listed as an additional "policyholder" on the Certificate of Insurance.
- D. "Coverage period" means the period of time the "rental agreement" is in effect for the "rental vehicle" and the "rentee".
- E. "Insured" means the person or organization qualifying as an insured in the WHO IS INSURED provision of SECTION I, Part B.
- F. "Loss" means legal liability arising out of an "accident" involving a "rental vehicle" which occurs during the "policy period".
- G. "Policyholder" means the person or organization listed in the declarations, or its subsidiaries.
- H. "Policy Period" is the period during which the "policyholder" or "certificate holder" may offer coverage under the policy to any "insured". This does not include the "coverage period".
- I. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- J. "Property damage" means damage to or loss of use of tangible property.
- K. "Rental agreement" means the rental contract by which the "rentee" rents or leases the "rental vehicle".
- L. "Rental vehicle" means the auto rented or leased by the "rentee" from the "policyholder" and described in the "rental agreement".
- M. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder".
- N. "Supplemental rental liability insurance" means optional excess liability made available to and elected by a "rentee" for which premium is paid.
- O. "Ultimate net loss" means all sums actually paid by an "insured", or for which an "insured" becomes legally obligated to pay, as damages in settlement or satisfaction of a "loss" for which insurance is provided by the policy, after deduction for all recoveries or salvage.
- P. "Underlying insurance" means the policy or policies of insurance, bond, cash deposit or self insurance, maintained by the "policyholder" or "insured" which satisfy at least the Minimum Financial Responsibility requirements of the state where the "accident" occurred.



OPTIONAL SUPPLEMENTAL LIABILITY INSURANCE

SUMMARY

"Supplemental Liability Insurance" (SLI) protects you against claims made by a third party for "bodily injury" and/or "property damage" sustained as a result of an "accident" while you are operating a "rental vehicle".

This coverage is excess over the "underlying insurance" specified within your signed "rental agreement".

Maximum coverage available to you is the difference between the "underlying insurance" specified within your signed "rental agreement" and \$300,000 for "bodily injury" and "property damage" combined. Coverage does not apply unless you have elected and paid for SLI.

Coverage also applies for Uninsured and/or Underinsured Motorists protection.

"Supplemental Liability Insurance" (SLI) does not cover all situations that may arise while operating a "rental vehicle".

IN THE EVENT OF AN ACCIDENT:

1. Contact the police immediately.
2. Contact your rental agent and advise them of an "accident".

TO FILE A CLAIM:

1. Contact your rental agent for a claim form.
2. Complete the claim form and send it, along with a copy of your "rental agreement" and a copy of the police report to:

Empire Fire And Marine Insurance Company
13810 FNB Parkway, P.O. Box 542003, Omaha, NE 68154-8003
Phone Number: 1-800-987-3373 Fax Number: 1-888-515-1452
Email: usz_carecenter_zurichna.com

THIS COVERAGE SUMMARY IS NOT A STATEMENT OF CONTRACT, NOR IS IT A COMPLETE DESCRIPTION OF THE COVERAGES, EXCLUSIONS, CONDITIONS AND DEFINITIONS FOUND WITHIN THE COMPLETE POLICY. THERE MAY BE ADDITIONAL EXCLUSIONS OR CONDITIONS THAT APPLY.

THIS SUMMARY OF COVERAGE CONTAINS CERTAIN PROVISIONS THAT MAY NOT BE APPLICABLE IN ALL STATES. A COPY OF EACH POLICY IS AVAILABLE FOR REVIEW UPON REQUEST TO THE RENTAL OPERATOR.

THIS COVERAGE MAY DUPLICATE OTHER COVERAGE ALREADY AVAILABLE TO YOU UNDER YOUR OWN PERSONAL AUTO INSURANCE POLICY OR OTHER INSURANCE AVAILABLE TO YOU. THE PURCHASE OF THIS INSURANCE IS NOT REQUIRED TO RENT A VEHICLE.

EMPLOYEES, AGENTS OR ENDORSEES OF RENTAL OPERATOR ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR EXISTING COVERAGE.

THIS COVERAGE IS UNDERWRITTEN BY EMPIRE FIRE AND MARINE INSURANCE COMPANY, A MEMBER OF ZURICH FINANCIAL SERVICES GROUP.

SECTION I - LIABILITY INSURANCE

Throughout the policy the words "we", "us" or "our" refer to the Insurance Company. The words "you" or "your" refer to the Insured. In addition, certain words or phrases identified by quotation marks are defined in SECTION III - DEFINITIONS.

A. COVERAGE

The policy provides excess auto liability insurance and only applies to a "loss" involving "bodily injury" and "property damage" caused by an "accident" and resulting from the use of a covered "rental vehicle" for which underlying limits are provided by either the rental operator or "rentee".

We will indemnify any "insured" for such "loss" in excess of the "underlying insurance" for which this coverage applies, during the "coverage period", provided our liability shall apply only to the "ultimate net loss" in excess of such "underlying insurance".

We have no duty to defend any claim or suit made or brought against you if your "underlying insurance" has a duty to defend. However, we have the right and shall be given the opportunity to investigate and be associated in the defense and trial of any claim, suit or proceeding which in our opinion may create a liability on our part under the policy. If we exercise this right, we will assume our proportionate share of all court costs, legal fees, investigation costs and interest incurred with our consent. We will not defend any suit or make additional payments after the limit of liability has been exhausted by payment of a judgment or settlement.

B. WHO IS AN INSURED

1. Only the following are "insureds" under the policy:
 - a. The "rentee" who has:
 - (1) Entered into a "rental agreement" with the "policyholder"; and
 - (2) Elected under the "rental agreement" to purchase optional "supplemental rental liability insurance"; and
 - (3) Paid for optional "supplemental rental liability insurance".
 - b. Additional authorized drivers whose names appear on the "rental agreement", where the "rentee" has complied with a. (1), (2), and (3) per above.
2. The following are not "insureds" under the policy:
 - a. The "policyholder", "certificate holder" or owner of the "rental vehicle"; or
 - b. Any driver who is not an authorized driver under the terms of the "rental agreement".

C. LIMIT OF INSURANCE

Regardless of the number of "insureds", "rental vehicles", premiums paid, number of rentals made, or claims made, the most we will pay for "ultimate net loss" is the difference between the limits of liability provided by the "underlying insurance" and the "supplemental rental liability insurance" limit shown in this coverage summary.

D. EXCLUSIONS

In addition to those exclusions contained in the "underlying insurance", this insurance does not apply to the following:

1. "Loss" arising out of an "accident" which occurs while the "insured" is under the influence of alcohol or drugs, or other substances unless prescribed by a physician.
2. "Loss" arising out of the use of a "rental vehicle" when such use is in violation of the terms and conditions of the "rental agreement".
3. "Loss" arising out of the operation of the "rental vehicle" by any driver who is not an "insured".
4. Liability arising out of or benefits payable under any first party benefit law, medical payments, no-fault law or any similar law to the foregoing, in any state.
5. Fines, penalties, exemplary or punitive damages or any other type or kind of judgment or award which does not compensate the party benefiting from the award or judgment for any actual loss or damage sustained, and any costs, expenses or fees associated with the same.
6. "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
7. Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment law or any similar law.
8. "Bodily injury" to:
 - a. An employee of the "insured" arising out of and in the course of employment by the "insured"; or
 - b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.This exclusion applies:
 - (1) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
9. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.
10. "Property damage" to property transported by the "insured" or in the "insureds" care, custody or control.
11. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
12. "Bodily Injury" or "property damage", arising directly or indirectly, out of:
 - a. War, including undeclared war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Any "insured's" liability for damage to the "rental vehicle".
14. Liability arising out of the use of a "rental vehicle" which was obtained through a "rental agreement" based on false, misleading or fraudulent information.
15. Loss while any "rental vehicle" is rented by the "insured" and used to transport people or personal property for a fee, regardless of whether the fee is set out specifically for transportation cost or included with the cost as a package of services provided to the general public.

SECTION II - CONDITIONS

A. LOSS CONDITIONS

1. **BANKRUPTCY.** Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS.** We have no duty to provide coverage under the policy unless there has been full compliance with the following duties:
 - a. In the event of "accident", claim, suit or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
 - b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or suit.
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit.
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
 - (6) Agree to examinations under oath at our request and give us a signed statement of your answers.
3. **NOTICE OF LOSS.** Whenever it appears that an "accident" or "loss" is likely to involve the policy, the "policyholder" or "rentee" shall give us written notice as soon as practicable.
4. **LEGAL ACTION AGAINST US.** A person or organization may bring a suit against us including, but not limited to, a suit to recover on an agreed settlement or on a final judgment against an "insured"; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of