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**OPTIONAL  
SUPPLEMENTAL LIABILITY INSURANCE**

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**SUMMARY**

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"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.

"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.**

## SUPPLEMENTAL LIABILITY INSURANCE SUMMARY

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.

### SECTION I - LIABILITY INSURANCE

#### 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 we have paid or tendered our limit of liability for this coverage.

#### 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 employee, agent or family member of the "policyholder" or "certificate holder", or
  - c. 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. Any "insureds" liability for damage to the "rental vehicle".
5. "Loss" while any auto is being 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.
6. Violation of a "rental agreement".

### SECTION II - CONDITIONS

#### A. LOSS CONDITIONS

1. 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.
2. SUIT. No legal action can be brought against us unless the provisions of the policy have been complied with, and the amount of your obligation to pay has been decided.
3. 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 of an "insured" or any "insured's" employee in the investigation or defense of a claim, suit or other legal proceeding without our prior consent.
4. 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.
5. 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.

#### B. GENERAL CONDITIONS

1. 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.
2. TERMINATION. This coverage will terminate at the time a "rentee" ceases to be a "rentee" of the "policyholder" under the "rental agreement".

### SECTION III - DEFINITIONS

- A. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- B. "Certificate holder" means the person or organization, franchisee, licensee, or association member listed as an additional "policy holder" on a Certificate of Insurance.
- C. "Coverage period" means the period of time the "rental agreement" is in effect for the "rental vehicle" and the "rentee".
- D. "Loss" means legal liability arising out of an accident involving a "rental vehicle" which occurs during the "policy period".
- E. "Policyholder" means the person or organization listed in the Declarations, or its subsidiaries.
- F. "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".
- G. "Property damage" means damage to or loss of use of tangible property.
- H. "Rental agreement" means the rental contract by which the "rentee" rents or leases the "rental vehicle".

- I. "Supplemental rental liability insurance" means optional excess liability made available to and elected by a "rentee" for which premium is paid.
- J. "Rental vehicle" means the auto rented or leased by the "rentee" from the "policyholder" and described in the "rental agreement".
- K. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder".
- L. "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.
- M. "Underlying insurance" means the policy, policies or self insurance, maintained by the rental operator or "rentee" which provides at least the Minimum Financial Responsibility limits, where the accident occurred. This definition is associated with the terms and conditions as required under an automobile liability insurance policy.

### STATE SPECIFIC INFORMATION

**CALIFORNIA** - Department of Insurance Consumer Hotline 1- 800-927-4357

**KENTUCKY** - Benefits are primary to any other like coverage. Underwriting insurer is authorized to transact insurance in the State of Kentucky.

**MAINE** - - **SECTION 1 - D.1** is replaced by the following: "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". **SECTION 1 - D.2** is deleted in its entirety.

**MONTANA** - Department of Insurance Consumer Hotline 1- 800-332-6148

**NEBRASKA** - Benefits are primary to any other like coverage.

**NEW MEXICO** - License Department of Insurance Consumer Hotline 1- 800-947-4722 or 505-827-4337

**NORTH CAROLINA** - SECTION II - B.1 CHANGES is replaced with the following: The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of the policy with our consent. The policy's terms can be amended or waived only by endorsement issued by us and made a part of the policy.

**OKLAHOMA** - **THIS COVERAGE IS UNDERWRITTEN BY EMPIRE INDEMNITY INSURANCE COMPANY, MEMBER OF ZURICH FINANCIAL SERVICES GROUP.**

**SOUTH CAROLINA** - Dispute Resolution Notice: Disputes involving insurance must first be handled with the vehicle rental company and insurers. If the dispute cannot be resolved, the "rentee" may contact the South Carolina DOI Consumer Services Division at 1-800-768-3467.

**SOUTH DAKOTA** - Benefits are primary to any other like coverage. **SECTION 1 - D.1** is replaced by the following: "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". **SECTION 1 - D.2** is deleted in its entirety.

APPLICABLE STATE LICENSE NUMBER