
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 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 any prearranged racing, contest or off roading.
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".
7. Loss arising out of the commission of a felony.

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 in our defense of a suit against the "insured" there are 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.
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 insureds 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 on the 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

MARYLAND NOTICE: "You may not need the automobile insurance offered by the Rental Operator. Your automobile insurance policy may provide coverage for your liability while operating a rental vehicle. You should check the terms and conditions of your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if you are driving this rental vehicle due to an accident or repairs, state law may require your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle."

APPLICABLE STATE LICENSE NUMBER

**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 \$500,000 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:

**Zurich Insurance Company
13810 FNB Parkway
Omaha, NE 68154-5202
Phone Number: 1-888-680-8002
Fax Number: 1-402-963-5329**

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 RENTEE'S EXISTING COVERAGE.

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