

**PERSONAL PROPERTY COVERAGE
DECLARATIONS**

Policy No: See "Rental Agreement" Number.
Carrier: Empire Fire and Marine Insurance Company
13810 FNB Parkway, PO Box 542003
Omaha, Nebraska 68154-8003

- Item 1.** "RENTAL AGENCY":
The Rental Company referenced in the "Rental Agreement"
- Item 2.** "INSURED" ("Renter of vehicle):
The "Renter" shown in the referenced "Rental Agreement"
- Item 3.** COVERAGE PERIOD: Duration of vehicle rental
(See Section I.B. Coverage Period)
- Item 4.** **Premium Rate: \$7.50 Per Car, Per Day Of Rental**
Premium Rate: \$9.50 Per Van, Per Day Of Rental
- Item 5.** **Benefits Schedule: Personal Property Coverage**
Deductible: **\$ 0**
Limit per "Insured": **\$1,750**

Aggregate per Coverage Period: **\$8,750**

IT IS HEREBY AGREED AND UNDERSTOOD, THE "RENTER" IS NOT REQUIRED TO PURCHASE THIS INSURANCE IN ORDER TO RENT A VEHICLE. IT IS FURTHER AGREED THAT THESE INSURANCE COVERAGES OFFERED MAY PROVIDE A DUPLICATION ON COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE, HOMEOWNER'S INSURANCE, PERSONAL LIABILITY INSURANCE, OR OTHER SOURCE OF COVERAGE.

This policy is governed by the laws of the jurisdiction in which it is delivered.

The provisions hereinafter contained are part of this policy as fully as If recited over the signatures hereto affixed.

IN WITNESS WHEREOF, Empire Fire and Marine Insurance Company has caused this policy to be signed by its President and Secretary.

Nancy D. Mueller *David King*

President Secretary

**FOR SERVICE RELATED INQUIRIES OR TO REPORT A CLAIM, PLEASE CONTACT:
EMPIRE FIRE AND MARINE INSURANCE COMPANY:
TOLL FREE: 800-987-3373 or 888-680-8002**

POLICY PROVISIONS

In consideration of the premium, we will provide the following benefits, subject to the terms and conditions of the policy. Throughout this policy the words “we”, “us” or “our” refer to the company named in the Declarations. 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 – PROPERTY INSURANCE

A. COVERAGE

1. This policy provides insurance for personal property owned by and for the personal use, adornment or amusement of any “passenger”, but only for loss:

- a. During transit; or while locked in a “rental vehicle”;
- b. The loss from a “rental vehicle” must be reported to the police.

We will indemnify a “passenger” for any loss or damage to the “passenger’s” property for which this coverage applies during the **COVERAGE PERIOD**, except as stated in paragraph **E.**

Exclusions. Our liability will not exceed the maximum limits shown in the Benefits Schedule.

B. COVERAGE PERIOD

Coverage is effective when an insured” takes possession of the “rental vehicle” and ends the earlier of:

1. The termination of the “rental agreement”,
2. Return of the “rental vehicle” to the “rental agency” or its designated representative,
3. Thirty (30) consecutive days from the effective date of coverage.

C. WHO IS AN INSURED

1. “Insured” means:

a. A “renter” who has:

- (1) Entered into the referenced “rental agreement” with the “rental agency” shown in the Declarations; and
- (2) Elected under the “rental agreement” to purchase optional Personal Property Coverage; and
- (3) Paid for optional Personal Property Coverage.

b. Any member of the “renters” immediate family who permanently resides in the “renters” household while traveling with the “renter” during the coverage period; and

c. Additional “authorized drivers” whose names appear on the “rental agreement” where the “renter” has complied with paragraphs C.1.a.(1) through (3) above.

2. “Insured” does not mean:

- a. The “rental agency” or owner of the “rental vehicle”;
- b. Any employee, agent or family member of the “rental agency”;
- c. Any driver who is not an “Authorized Driver” under the terms of the “Rental Agreement”, or whose name does not appear on the “Rental Agreement”.
- d. Anyone not specifically defined under paragraph C.1. above.

D. LIMIT OF INSURANCE

Regardless of the number of “insureds”, “passengers” or claims made, the most we will pay for any one loss is the limit shown in the Benefits Schedule. The deductible shown in the Benefits Schedule, if any, will apply to the gross amount of loss.

E. EXCLUSIONS

This insurance does not apply to:

1. Any property not owned by the “insured” or the “passenger” for other than their personal use, adornment, or enjoyment.
2. Animals, “motor vehicles”, “motor vehicle” equipment, motorcycles, watercraft, motors, or other conveyances or their appurtenances, household or office furniture, business personal property or equity, contact lenses, glasses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables.
3. Loss or damage caused by or resulting from:
 - a. An “accident” which occurs while the “insured” is under the influence of alcohol or narcotics, unless prescribed by a physician;
 - b. Loss arising out of the use of a “rental vehicle” when such use is in violation of the conditions of the “rental agreement”;
 - c. Loss arising out of the operation of the “rental vehicle” by any driver who is not an “insured”;
 - d. Any “insureds” liability for damage to the “rental vehicle”; or
 - e. Any loss of or damage to the “passenger’s” property, expected or intended from the standpoint of the “insured” or the “passenger”.
4. “Property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
5. Against loss by nuclear reaction or nuclear radiation or radioactive contamination, whether controlled or uncontrolled, and whether such loss is direct or indirect, proximate or remote, or is in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against by this policy.
6. Property while in the care, custody, or control of any common carrier.
7. Loss or damage due to unexplained or mysterious disappearance.
8. Loss or damage due to theft unless reported to the police or other competent authority.

SECTION II – CONDITIONS

A. GENERAL CONDITIONS

1. **PREMIUM.** The premium for this policy shall be as stated in the declarations.
2. **CHANGES.** This policy together with the “rental agreement” constitutes the entire contract of insurance. Neither the “Rental Agency” nor its agents has authority to change this policy or waive any of its provisions.
3. **TERMINATION.** This coverage will terminate at the time an “insured” ceases to be a “renter” of the “rental agency” under the “rental agreement”.
4. **POLICY TERRITORY.** We cover losses that occur during the Coverage Period within the United States and Canada, but only if the “loss” arises out of a “Rental vehicle” which is rented in the state of New York. The policy territory does not include Mexico.
5. **NO BENEFIT TO BAILEE.** This insurance will in no manner inure directly or indirectly to the benefit of any common carrier or bailee.

6. REDUCTION IN THE AMOUNT OF INSURANCE. The amount of insurance and the applicable limit of liability, upon the occurrence of any loss covered hereunder, is reduced by the amount of such loss.

7. CANCELLATION: The “Insured” may cancel this Personal Property Coverage at any time and any unearned premium will be refunded in accordance with applicable law.

B. LOSS CONDITIONS

1. NOTICE OF LOSS. In case of loss to a “passenger’s” covered property, the “passenger” must see that the following are done:

a. Notify the police in case of loss by theft;

b. As often as we reasonably require:

(1) Show the damaged property;

(2) Provide us with records and documents we request and permit us to make copies; and

(3) Provide statements, submit to questions under oath, and sign and swear to them.

c. Send to us, within 90 days after our request, the “passenger’s” signed, sworn proof of loss that sets forth, to the best of the “passenger’s” knowledge and belief:

(1) The time and cause of loss;

(2) The interest of the “passenger” and all others in the property involved and all liens on the property;

(3) Other insurance that may cover the loss;

(4) Changes in title or occupancy of the property during the term of the policy; and

(5) The inventory of the “passenger’s” damaged personal property showing the quantity, description, actual cash value and amount of loss. The “passenger” must attach all bills, receipts and related documents that justify the figures in the inventory.

2. 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 any “insureds” employee in the investigation, or defense of a claim, suit, or other legal proceeding without our prior consent.

3. SETTLEMENT OF LOSS: Any claim recoverable hereunder for damage and/or destruction will be adjusted and paid upon presentation of evidence substantiating such damage and/or destruction. We will adjust and pay any claim recoverable hereunder for lost property upon failure to recover the property lost after the lapse of a reasonable time, providing the “insured” or the “passenger” will present evidence substantiating such loss and values involved.

4. LEGAL ACTION: No action or proceeding for the recovery of any claim under this policy will be sustainable in any court of law or equity unless it is commenced within three (3) years next after discovery by the “insured” or the “passenger” of the occurrence that leads to the claim. If by the laws of the State within which this policy is issued such limitation is invalid, then any such claims will be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such State.

5. SUBROGATION OR LOAN: If in the event of loss or damage the “insured” or the “passenger” acquires any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder the “insured” or the “passenger” will, if requested by the Company, assign and transfer such claim or right of action to the Company. At the Company’s

option, the “insured” or the “passenger” will execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect to the loss or damage. The “insured” or the “passenger” will subrogate the Company to, or hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the “insured’s” or the “passenger’s” name under the direction of and at expense of the Company.

6. OTHER INSURANCE: Other insurance may be available to cover your or the “passenger’s” loss. If so, we will pay in addition to other such insurance. However, we will not pay more than the applicable limit of coverage shown on the Declarations page.

7. REPLACEMENT COST COVERAGE: The following loss settlement procedure applies to all property under this policy form. We will pay no more than the least of the following amounts.

- a. Replacement cost at the time of loss without deduction for depreciation.
- b. The full cost of repair at the time of loss.
- c. The limit of liability that applies to this coverage form per person.

SECTION III - DEFINITIONS

A. “Accident” includes continuous or repeated exposure to the same conditions resulting in “property damage”.

B. “Agent” means an employee of the “Rental Agency” authorized and licensed to rent “motor vehicles” and sell this insurance.

C. “Authorized Driver” means any individual who has a valid driver’s license, meets the rental requirements as stated in the “rental agreement” and is listed on the “rental agreement” as an “authorized driver”.

D. “Insured” means the person or organization qualifying as an insured in SECTION I., C. Who Is An Insured.

E. “Motor vehicle” means a land motor vehicle or trailer designed for travel on public roads.

F. “Passenger” means anyone other than the “insureds” described under part 1. of the WHO IS AN INSURED provision of SECTION I., Part C., who is travelling with the “insured” and whose property is within the enclosed portion of the “rental vehicle” with the “insured’s” permission during the COVERAGE PERIOD at the time of the loss.

G. “Property damage” means damage to or loss of use of tangible property.

H. “Rental Agency” means the company that owns and rents or leases the “rental vehicle”.

I. “Rental Agreement” means the rental contract by which the “rental agency” rents or leases the “rental vehicle”.

J. “Rental Vehicle” means the “motor vehicle” rented or leased by a “renter” from the “rental agency”

K. “Renter” means the person or organization shown on the “rental agreement” as renting or leasing a “motor vehicle” from the “rental agency”.

All other terms, conditions, provisions and exclusions of this policy remain the same

EMPLOYEES, AGENTS OR ENDORSEES OF RENTAL OPERATOR ARE NOT QUALIFIED

TO EVALUATE THE ADEQUACY OF RENTEE'S EXISTING COVERAGE.