

- "insureds" employee in the investigation or defense of a claim, suit or other legal proceeding without our prior consent.
5. **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.
6. **SUBROGATION.** In the event of any payment under this 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. **MAINTENANCE OF UNDERLYING INSURANCE.**  
This insurance will apply as if the "underlying insurance" is in effect, if:
- You have reduced such coverage or failed to keep it in effect,
  - Coverage has been denied or reduced due to the "insured's" failure to comply with the policy conditions, or
  - The underlying insurer is bankrupt or insolvent.
2. **ATTACHMENT OF LIABILITY.** Liability under this policy shall not attach until the "underlying insurance" has been exhausted by payment 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.** This policy together with the "rental agreement" constitutes the entire contract of insurance. No agent has authority to change this 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. This policy territory does not include Mexico.

## SECTION III – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads.
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Certificate holder" means the person or organization, franchisee, licensee, or association member listed as an additional "policyholder" on a Certificate of Insurance.
- E. "Coverage period" means that continuous portion of the rental period beginning with the "insured's" documented acceptance of coverage and ending with the earlier of the "insured's" rental termination or the documented request to cancel coverage.
- F. "Insured" means the person or organization qualifying as an insured in the WHO IS INSURED provision of SECTION I, Part B.
- G. "Loss" means legal liability arising out of an "accident" involving a "rental vehicle" which occurs during the "policy period".
- H. "Policyholder" means the person or organization listed in the declarations, or its subsidiaries.
- I. "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".

- 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 this policy, after deduction for all recoveries or salvage.
- P. "Underlying insurance" means the policy, policies or self insurance, maintained by the "policyholder" 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.
- Q. "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.

## IN THE EVENT OF AN ACCIDENT:

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

## TO FILE A CLAIM:

- Contact your rental agent for a claim form.
- 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**  
**1299 Zurich Way**  
**Schaumburg, IL 60196**  
**Phone: 800-987-3373**  
**Email: USZ\_CareCenter@Zurichna.com**

## ADVISORY

If you have an unresolved problem you wish to report, you may contact:  
DEPARTMENT OF INSURANCE CONSUMER HOTLINE:  
WASHINGTON: TOLL FREE 800-562-6900  
OUTSIDE WASHINGTON: 360-725-7080

This insurance may provide a duplication of coverage already provided by your personal automobile insurance policy, homeowners' insurance policy, or by another source of coverage.

The purchase of this insurance is not required in order to rent a rental car from the rental car insurance producer.

The rental car insurance producer and the rental car insurance producer's endorsees are not qualified to evaluate your existing insurance coverages.



## OPTIONAL SUPPLEMENTAL LIABILITY INSURANCE SUMMARY

### Carrier Information:

Empire Fire And Marine Insurance Company  
1299 Zurich Way, Schaumburg, IL 60196  
Phone: 800-987-3373

### Rental Car Insurance Producer:

Name:

Address:

Phone #:

License #:

"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 the SLI limit for "bodily injury" and "property damage" which was elected and paid for. "Supplemental Liability Insurance" (SLI) does not cover all situations that may arise while operating a "rental vehicle".

### ITEM 1. NAMED INSURED:

THE RENTER SHOWN IN THE RENTAL CONTRACT

### ITEM 2. NAME OF LESSOR:

THE RENTAL COMPANY SHOWN IN THE "RENTAL AGREEMENT"

### ITEM 3. COVERAGE EFFECTIVE DATE:

THE DATE THE RENTER SIGNS THE "RENTAL AGREEMENT"

COVERAGE TERMINATION DATE: SEE SECTION II –  
CONDITIONS, B. GENERAL CONDITIONS, 4. TERMINATION

### ITEM 4. PREMIUM RATE:

AS SHOWN IN THE "RENTAL AGREEMENT"

### ITEM 5. LIMITS OF LIABILITY:

THIS POLICY PROVIDES A SUPPLEMENTAL LIMIT OF EXCESS  
LIABILITY INSURANCE EQUAL TO THE DIFFERENCE BETWEEN  
THE UNDERLYING INSURANCE IN ITEM 6. AND \$1,000,000.

### ITEM 6. UNDERLYING INSURANCE:

- A. LIMITS ARE EQUAL TO THE STATE FINANCIAL  
RESPONSIBILITY REQUIREMENTS OF \$25,000 EACH  
PERSON "BODILY INJURY"/\$50,000 PER "ACCIDENT"/  
\$10,000 "PROPERTY DAMAGE" OR \$60,000 COMBINED  
SINGLE LIMIT: or
- B. ANY OTHER HIGHER AUTOMOBILE LIABILITY LIMITS  
(OTHER THAN "SUPPLEMENTAL RENTAL LIABILITY  
INSURANCE") WHICH ARE PROVIDED BY THE "RENTAL  
AGREEMENT" OR HAVE BEEN PREARRANGED OR  
CONTRACTED BETWEEN THE "POLICYHOLDER" AND  
"RENTEE".

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

President

Secretary

## SUPPLEMENTAL LIABILITY INSURANCE SUMMARY

Throughout this 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

1. This 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 "policyholder" or "rentee".
2. 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".
3. 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 this 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 this policy:
  - a. The "rentee" who has:
    - (1) Entered into a "rental agreement" with the "policyholder" shown in the Declarations; and
    - (2) Elected in writing 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 this 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", or whose name does not appear on the "rental agreement".

#### C. LIMIT OF INSURANCE

Regardless of the number of "insureds", "rental vehicles", premiums paid, 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 the Declarations.

#### D. EXCLUSIONS

In addition to the 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 "bodily injury" or "property damage" sustained by an "insured" or any relative or family member of an "insured" who resides in the same household.
4. "Loss" arising out of the operation of the "rental vehicle" by any driver who is not an "insured".
5. Liability arising out of or benefits payable under any uninsured or underinsured motorist law, in any state.
6. 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.
7. 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.
8. "Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".
9. 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.
10. "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 an employee of the "insured" arising from a consequence of Paragraph **a.** above.

This exclusion applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).  
With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:  
**Employee Indemnification And Employer's Liability**  
This insurance does not apply to "bodily injury" to:
  - a. An "employee" of the "insured" arising out of and in the course of:
    - (1) Employment by the "insured"; or
    - (2) Performing duties related to the conduct of the "insured's" business; or
  - b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".
11. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.
12. "Property damage" to property transported by the "insured" or in the "insureds" care, custody or control.
13. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
14. "Bodily injury" or "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.

15. Any "insured's" liability for damage to the "rental vehicle".
16. Liability arising out of the use of a "rental vehicle" which was obtained through a "rental agreement" based on false, misleading or fraudulent information.
17. "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. NOTICE OF LOSS. Whenever it appears that an "accident" or "loss" is likely to involve this policy, the "policyholder" or "rentee" shall give us written notice as soon as practicable.
2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS. We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:
  - a. In the event of an "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. SUIT. No legal action can be brought against us unless the provisions of this policy have been complied with, and the amount of your obligation to pay has been decided.
4. 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