

## SUPPLEMENTAL RENTAL LIABILITY COVERAGE SUMMARY

Underwritten by  
Empire Fire and Marine Insurance Company

### In the event of an accident:

1. Contact the police immediately
2. Contact your rental agent and advise them of the accident.
3. Complete the claim form and fax it, along with a copy of your Rental Agreement and a copy of the police report to:

**CLAIMS**  
**FAX #: 402-963-5329**  
**PHONE #: 888-680-8002**

Supplemental Rental Liability Insurance (SLP) is OPTIONAL protection you can elect when you rent a car.

Supplemental Rental Liability Insurance (SLP) 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 SLP limit for bodily injury and property damage which was elected and paid for.

**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 \$300,000

**ITEM 6. UNDERLYING INSURANCE:** ARE LIMITS 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

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

 

President

Secretary

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 - 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 "rental operator" 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 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.

#### 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, 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 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" by any driver who is not an "insured".
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.
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. Any "insureds" liability for damage to the "rental vehicle".
8. 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.
9. Violation of a "Rental Agreement".
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 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.
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":
    - a. That are, or that are contained in any property that is:
      - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
      - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
      - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
    - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
    - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".
 

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

      - (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
      - (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

      - (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
      - (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
  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. 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.
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 "insureds" 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 this policy, we shall participate with the "insured" and any underlying insurer, to the extent of our payment, 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,
  - a. Coverage has been denied or reduced due to the "insured's" failure to comply with the policy conditions, or
  - b. 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".

**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. "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".
- F. "Rental Agreement" means the rental contract by which the "rentee" rents or leases the "rental vehicle".
- G. "Rental vehicle" means the "auto" rented or leased by the "rentee" from the "policyholder" and described in the "Rental Agreement".
- H. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder".
- I. "Supplemental rental liability insurance" means optional excess liability made available to and elected by a "rentee" for which premium is paid.
- J. "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.
- K. "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.

This is your policy. Please keep it in a safe place.