

POLICY NUMBER:

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COMMERCIAL RENTAL LIABILITY INSURANCE SUMMARY

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“Commercial Rental Liability Insurance” (RLI) is OPTIONAL protection you can purchase when you rent a vehicle.

“Commercial Rental Liability Insurance” 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”.

“Commercial Rental Liability Insurance” provides primary liability coverage up to the required financial responsibility limits of the state in which the vehicle is licensed. This coverage is primary insurance.

“Commercial Rental Liability Insurance” 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.

COMMERCIAL RENTAL LIABILITY INSURANCE COVERAGE

Throughout this summary 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 mark are defined in SECTION III – DEFINITIONS.

SECTION I – COMMERCIAL RENTAL LIABILITY INSURANCE

A. COVERAGE

1. We will pay all sums an “insured” legally must pay as damages because of “loss” involving “bodily injury” or “property damage” caused by an “accident” and resulting from the use of a covered “rental vehicle” operated by an “insured” during the “coverage period”.
2. We have the right and the duty to defend any claim or suit made or brought against the “insured”. However, we have no duty to defend an “insured” against a suit seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. We will not defend any suit or make additional payments after we have paid or tendered our limit of liability for this coverage.
3. We have no duty to defend any claim or suit made or brought against the “policyholder” or “unauthorized drivers”.

B. WHO IS AN INSURED

Only the following are "insureds":

1. the "Rentee" who has:
 - a. Entered in to a written "rental agreement" with the "policyholder"; and
 - b. Elected in writing to purchased optional "Commercial Rental Liability Insurance"; and
 - c. Paid for optional "Commercial Rental Liability Insurance".
2. The additional authorized drivers whose names appear on the "rental agreement", where the "rentee" has complied with a., b. and c. above; and
3. The "policyholder" or owner of the "rental vehicle."

C. WHO IS NOT AN INSURED

The following are not "insureds":

1. Any employee, agent or family member of the "policyholder", or
2. 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. LIMIT OF INSURANCE

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:

1. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each person. This includes all damages claimed by any one person or organization for care, loss of services or death resulting from the "bodily injury". Any claims for loss of consortium or injury to the relationship shall be included in this limit.
2. Subject to the limit for each person, the most we will pay for all damage resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" Liability shown in the Schedule for each "accident".
3. The most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" Liability shown in the Schedule.

E. EXCLUSIONS

This insurance does not apply to the following:

1. "Loss" arising out of an "accident" that 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. Any "insured's liability for damage to the "rental vehicle", including loss of use and diminished value of the "rental vehicle".
4. "Bodily Injury" or "property damage" expected or intended from the standpoint of the "insured".

SECTION II – CONDITIONS

A. LOSS CONDITIONS

1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS. Whenever it appears that an "accident" or "loss" is likely to involve this policy, the "policyholder" or "insured" shall give us written notice as soon as practicable. Such notice must include how, when and where the "accident" or "loss" occurred and to the extent possible, the names and addresses of any other drivers, injured persons and witnesses.

Additionally, you and any other involved "insured" must not assume any obligation, make any payment or incur any expense without our consent, except at the "insureds" own cost. You must immediately send copies of any request, demand, order, notice, summons or legal paper received concerning the claim. The "insured" must cooperate with us in the investigation, settlement or defense of the claim. Also you agree to authorize and allow us to obtain medical records, recorded statements, examinations under oath and submit to an examination at our expense, by a physician of our choice.

2. LEGAL ACTION AGAINST US. No one may bring a legal action against us under this coverage form until there has been full compliance with all terms of this coverage form.
3. EXPENSES. The Company will not be responsible for any claim expense once the Commercial Rental Liability Limit is paid or tendered. Before the exhaustion or payments of the Commercial Rental Liability Limit we may request an "insured" to incur attorney fees, court costs or other expenses in the investigation or defense of claims, suits or other legal proceedings. We will be

responsible for payment of those expenses. 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" decides not to appeal judgments in excess of the Commercial Rental Liability Limit, we may elect to appeal such judgments at our own expense, but in no event shall our liability for "bodily injury" or "property damage" exceed the Commercial Rental Liability Limit, plus expenses incurred in such an appeal.
5. **SUBROGATION.** In the event of any payment under this coverage, we shall participate with the "insured" 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.
6. **OTHER INSURANCE.** For any covered "rental vehicle" which is leased or rented for less than 30 days to a "rentee" through a signed "rental agreement" and who has paid for the leasing of the vehicle this insurance is primary.

If there is other applicable liability insurance we will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all applicable limits.

B. GENERAL CONDITIONS

1. **TERMINATION.** This coverage will terminate at the time a "rentee" ceases to be an authorized "rentee" of the "policyholder" under the "rental agreement."
2. **POLICY TERRITORY.** We cover "losses" that occur during the "policy period" within the United States or its territories and possessions, Puerto Rico and Canada. This policy territory does not include Mexico.

UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Uninsured and/or Underinsured Motorists Coverage may or may not be Optional if you have purchased "Commercial Rental Liability Insurance".

If purchased, or if required by state law, Uninsured Motorists Coverage will provide coverage to the "rentee", authorized drivers and passengers who sustain "bodily injury" caused by an "accident" in which a third party is liable. The third party's liability for these damages must result from the ownership, maintenance or use of an uninsured motor vehicle. An uninsured motor vehicle is a land motor vehicle for which no liability bond or policy applies at the time of the "accident".

If purchased, or if required by state law, Underinsured Motorists Coverage will provide coverage to the "rentee", authorized drivers and passengers who sustain "bodily injury" caused by an "accident" in which a third party is liable. The third party's liability for these damages must result from the ownership, maintenance or use of an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle for which a liability bond or policy applies at the time of the accident, but its limit for bodily injury liability is either: 1) Not enough to pay the full amount the "rentee", authorized drivers or passengers are legally entitled to recover as damages; or 2) reduced by payments to persons other than to the "rentee", authorized driver or passengers injured in the accident to less than they are entitled to recover.

The limits for uninsured and/or underinsured motorist coverage are the required financial responsibility limits of the state in which the vehicle is licensed.

There are many conditions and exclusions associated with Uninsured and/or Underinsured Motorists coverage. Coverage varies with state laws. This is only a summary of the coverage.

NO-FAULT COVERAGE

No-Fault Coverage may or may not be Optional if you purchased "Commercial Rental Liability Insurance".

If purchased, or if required by state law, No-Fault Coverage will pay benefits to the "rentee", authorized drivers and passengers who sustain "bodily injury" subject to the maximum limit as shown in the Declarations. The "accident" must involve a "rental vehicle" and occur during the "coverage period". There are many conditions and exclusions associated with No-Fault coverage. Coverage varies with state laws. This is only a summary of the coverage.

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. "Coverage period" means the period of time the "rental agreement" is in effect for the "rental vehicle" and the "rentee".
- E. "Insured" means the person qualifying as an insured in the WHO IS INSURED provision and indicated as an insured through a certificate of insurance.
- F. "Loss" means legal liability arising out of an "accident" causing "bodily injury" or "property damage" involving a "rental vehicle" that is operated by an "insured" and occurs during the "policy period".
- G. "Policyholder" means the person or organization listed in the declarations, or its subsidiaries.
- H. "Policy period" is the period during which the "policyholder" may offer coverage under the policy to any "insured". This is not the same as the "coverage period".
- I. "Property damage" means damage to or loss of use of tangible property.
- 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 named in the rental agreement who rents or leases a motor vehicle from the "policyholder".
- L. "Commercial Rental Liability Insurance" means primary commercial rental liability insurance elected under a signed "rental agreement" for which premium is paid.
- M. "Rental agreement" means a signed written contract by which the "rentee" rents or leases the "rental vehicle."
- N. "Unauthorized drivers" means any driver not listed on the "rental agreement".

STATE SPECIFIC INFORMATION

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

APPLICABLE STATE LICENSE NUMBER
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