

POLICY NUMBER:

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**OPTIONAL
PERSONAL ACCIDENT COVERAGE
SUMMARY**

PERSONAL ACCIDENT COVERAGE SUMMARY

Personal Accident Coverage (PAC) provides Accidental Death and Accident Medical expense benefit for the "rentee" and their "passenger(s)". Coverage is provided for the "rentee" during the coverage period. Coverage is provided for "passenger" while within the enclosed portion of a "rental vehicle" only. The death benefit and medical expense benefit will both pay in addition to any other coverage that might be applicable to the "rentee" or "passengers".

**THE MAXIMUM COVERAGE AVAILABLE IS:
SCHEDULE - PERSONAL ACCIDENT COVERAGE PLAN**

	Insured Rentee	Passengers
Death Benefit:	\$100,000	\$10,000
Medical Expense:	\$3,500	\$3,500
Ambulance Expense:	\$150	\$150

The above limits are subject to a policy aggregate limit of \$130,000

Personal Accident Coverage does not cover all situations that may give rise to death and/or medical expenses. Certain exclusions apply to this coverage.

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 INDEMNITY INSURANCE COMPANY, MEMBER OF ZURICH FINANCIAL SERVICES GROUP.

PERSONAL ACCIDENT COVERAGE SUMMARY

In consideration of the premium, we will provide the following benefits, subject to the terms and conditions of the policy and any endorsements. 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.

SECTION I - PLAN OF INSURANCE

A. COVERAGE

The policy provides insurance for "bodily injury" or death sustained by a "rentee" during the "coverage period". The policy also provides insurance for "bodily injury" or death sustained by a "passenger" while within the enclosed portion of a "rental vehicle" during the "coverage period".

B. WHO IS AN INSURED

1. Only the following are "insureds" under the policy:
 - a. An authorized "rentee" who has:
 - (1) Entered into a "rental agreement" with the "policyholder";
 - (2) Elected under the "rental agreement" to purchase and has paid for optional Personal Accident Coverage; and
 - b. Any "passenger" of the "rentee".
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", "certificate holder" or owner of the "rental vehicle", or
 - c. Anyone not specifically defined under paragraph B.1. above.

C. ACCIDENTAL DEATH BENEFIT - RENTEE

If a "rentee" insured under the policy sustains "bodily injury" during the "coverage period" which shall independently of all other causes, result in death and such death occurs within twelve (12) months following such "bodily injury", then we will pay the amount shown in the Schedule of this summary. However, in no event will the total amount paid exceed the limits shown in the Schedule of this summary.

D. ACCIDENTAL DEATH BENEFIT - PASSENGER

If a "passenger" sustains "bodily injury" while within the enclosed portion of the "rental vehicle", which independently of all other causes is the proximate cause of death, and such death occurs within twelve (12) months following such "bodily injury", then we will pay the amount shown in the Schedule of this summary. However, in no event will the total amount exceed the limits shown in the Schedule of this summary.

E. ACCIDENT MEDICAL EXPENSE BENEFITS - RENTEE

If a "rentee" insured under the policy sustains "bodily injury" during the "coverage period" which does not result in death, but within 30 days following the date of the accident, and upon the recommendation of a "physician" requires:

1. Confinement in a "hospital";
2. Treatment by a "physician";
3. Transportation to or from a "hospital" by a professional ambulance service; and/or
4. Services rendered by a registered nurse (RN), License Practicing Nurse (LPN), or Nurse Practitioner (NP);

Then we will pay up to the limit of coverage for usual and customary charges for such confinement, treatment, services and supplies; however, in no event will the total amount exceed the limits shown in the Schedule of this summary.

F. ACCIDENT MEDICAL EXPENSES BENEFITS - PASSENGER

If a "passenger" insured under the policy sustains "bodily injury" while within the enclosed portion of the "rental vehicle" during the "coverage period" which does not result in death, but within 30 days following the date of the accident, and upon the recommendation of a "physician" requires:

1. Confinement to a "hospital";
2. Treatment by a "physician";
3. Transportation to or from a "hospital" by a professional ambulance service; and/or
4. Services rendered by a registered nurse (RN), License Practicing Nurse (LPN), or Nurse Practitioner (NP);

Then we will pay up to the limit of coverage for usual and customary charges for such confinement, treatment, services and supplies; however, in no event will the total amount exceed the limits shown in the Schedule of this summary.

G. EXCLUSIONS

The policy does not insure, nor will any payment of any kind be made for "bodily injury" caused wholly or partly, directly or indirectly by:

1. Suicide, attempted suicide or intentionally self-inflicted injury, while insane or sane;
2. Engagement in an illegal occupation or activity, committing or attempting to commit a criminal offense;

3. Travel in any manner other than within the enclosed portion of the "rental vehicle", this exclusion only applies to the "passenger".
4. An accident that occurs while participating in a prearranged or organized race or testing of a vehicle.
5. "Bodily injury" expected or intended from the standpoint of the "insured";
6. Loss arising out of the operation of the "rental vehicle" by any driver who is not authorized by the "policyholder" to operate the "rental vehicle";
7. Violation of the "rental agreement".
8. An accident which occurs while under the influence of alcohol or narcotics, unless prescribed and taken at the advice or direction of a "physician".
9. Aircraft travel, except as a passenger on a licensed aircraft on a regularly scheduled flight;
10. We will make no payment if the "rentee" converts the "rental vehicle" from the Lessor.

SECTION II - CONDITIONS

A. 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".
3. **COVERAGE TERRITORY:** We cover losses that occur during the "policy period" within the United States its territories and possessions, Puerto Rico and Canada, but only if the loss arises out of a "rental vehicle" which is rented in the United States. The Coverage Territory does not include Mexico.

B. LOSS CONDITIONS

1. **NOTICE OF CLAIMS:** Written notice must be given to the Company within twenty (20) days of the event resulting in injury covered by the policy or as soon thereafter as reasonably possible, but in no event more than one year after the occurrence or commencement of any loss covered by the policy. Notice given by or on behalf of the person insured to the Company at its administrative office, with information sufficient to identify the person insured, including a death certificate, will be deemed notice to the Company.
2. **TIME OF PAYMENT OF CLAIMS:** We will pay all benefits payable under the policy upon acceptance of due written proof of loss.
3. **PAYMENTS OF CLAIMS:** Benefits will be payable in accordance with the provisions effective at the time of payment. Benefits shall be payable to the beneficiary designated by the "rentee". If no beneficiary is designated, payment will be made to the estate of the "rentee". With regard to an insured "passenger", benefit provided by the policy due to death will be payable only to the estate of the insured "passenger".
If the "insured" requests in writing, the Company will have the option of paying all or any portion of any benefits provided by the policy on account of "hospital", nursing, medical, dental or surgical service directly to the "hospital" or person rendering such services; but it is not required that the service be rendered by a particular "hospital" or person.
4. **PHYSICAL EXAMINATIONS:** The Company, at its own expense, will have the right and opportunity to examine the person of any claimant when and as often as it may reasonably require during the pendency of a claim hereunder, and to perform an autopsy in case of death where it is not forbidden by Law.
5. **LEGAL ACTION:** No action or proceeding for the recovery of any claim under the policy will be sustainable in any court of law or equity unless it is commenced within twelve (12) months next after discovery by the "insured" of the occurrence that leads to the claim. If by the laws of the state within which the policy is issued such limitation is invalid, then any such claims will be void unless such action, suit or proceeding is commenced within the shortest limit of time permitted by the laws of such state.
6. **OTHER INSURANCE:** Other insurance may be available to cover your loss. If so, we will pay in addition to other such insurance. In no event will the total amount exceed the policy aggregate limit shown in the Schedule of this summary.

SECTION III - DEFINITIONS

- A. "Bodily injury" means sudden and accidental physical injury, not mental or emotional injury or distress, and not sickness or disease, sustained by a person.
- B. "Certificate holder" means the person, organization, franchise, licensee, or association member listed as an additional "policyholder" on a Certificate of Insurance.
- C. "Coverage period" means the period the "rental agreement" is in effect for the "rental vehicle" and the "rentee".
- D. "Hospital" means an institution operated pursuant to law for the care and treatment of sick and injured persons, with twenty-four hour nursing service by a registered graduate nurse and organized facilities for diagnosis, X-ray and major surgery.
- E. "Insured" means the person or organization qualifying as an insured in the WHO IS INSURED provision of SECTION I, Part B.
- F. "Passenger" means anyone other than the "rentee" who is within the enclosed portion of the "rental vehicle" with the "rentee's" permission during the "coverage period".
- G. "Physician" means only a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine.
- 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 an "insured", this does not include the "coverage period".
- J. "Rental agreement" means the written rental contract by which the "rentee" rents or leases the "rental vehicle".
- K. "Rental vehicle" means the auto rented or leased by the "rentee" from the "policy holder" and described in the "rental agreement".
- L. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder", and whose name is listed first in the "rental agreement".

STATE SPECIFIC INFORMATION

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

KENTUCKY – Underwriting insurer is authorized to transact insurance in the State of Kentucky

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.”

MONTANA –_Department of Insurance Consumer Hotline
1- 800-332-6148

NEW MEXICO - License Department of Insurance Consumer Hotline
1- 800-947-4722 or 505-827-4337

SOUTH CAROLINA – Dispute Resolution Notice: Disputes involving insurance must first be handled with the vehicle rental company and insurers. If the dispute cannot be resolved, the renter may contact the South Carolina DOI Consumer Services Division at 1-800-768-3467.

WASHINGTON - Department of Insurance Hotline in WA
1-800-562-6900 All other 1-360-753-3613

In the states of Kentucky, Nebraska, and South Dakota benefits are primary to any other like coverage

APPLICABLE STATE LICENSE NUMBER
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