

DEFINITIONS

Diminished Value means the actual or perceived reduction in market or resale value that results from a loss.

Exotic Vehicle(s) includes Alfa Romeo; Aston Martin; Auburn; Avanti; Bentley; Bertone; BMC/Leyland; BMW M Series; Bradley; Bricklin; Cosworth; Citroen; Clenet; De Lorean; Excalibre; Ferrari; Fiat; Iso; Jaguar; Jensen; Jensen Healy; Lamborghini; Lancia; Lotus; Maserati; MG; Morgan; Opel; Pantera; Panther; Pininfarina; Rolls Royce; Stutz; Sterling; Triumph; TVR; Corvette, Dodge Viper, Tesla, SCC Ultimate Aero, Bugatti Veyron, Koenigsegg CCX, McLaren F1, Pagani Zonda, Maybach and Yugo.

Renter means a person who:

- a. is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the **Participating Organization** Application;
- b. completes any required enrollment form;
- c. for whom remuneration has been paid; and
- d. while covered under this Agreement.

Rental Return Date means the return date listed on the car rental agreement.

Additional renter means persons who are authorized drivers and listed on the car rental agreement.

Rental period means a period of travel; the **Rental period** has defined departure and return dates specified when the benefit applies; the **Rental period** does not exceed 28 days

Participating Organization means an organization:

- a. which elects to offer this benefit under the Agreement by completing a Participation Organization Application that has been accepted by the Company;
- b. which remits the required remuneration when due; and
- c. while benefits through the **Participating Organization** is available under the Agreement.

EFFECTIVE DATE

Benefits will take effect on the date the rental agreement has been signed (**Rental Start Date**), provided the required remuneration has been paid on or before the rental agreement has been signed.

TERMINATION DATE

A **Renter's** coverage will end when the car is returned on or before the **Rental Return Date** or at 11:59 PM on the **Rental Return Date** if the car is not returned as specified on the rental agreement and the rental period has not been extended by the **Renter**.

RENTER'S COLLISION PROTECTION

The Company will pay this benefit up to a maximum of \$20,000 subject to a \$250 deductible. Benefits do not apply in states where the sale of this Agreement is prohibited by law. If the **Renter** rents a car from the **Participating Organization** and the car is damaged due to collision, vandalism, windstorm, fire, hail or flood, while in his/her possession, The Company will indemnify the **Renter** for damages sustained by the **Participating Organization** in accordance with the Participating Organization Addendum.

Coverage is provided to the **Renter** and **Additional renter**, providing the **Renter** and the **Additional renter** are licensed drivers, and are listed on the rental agreement. This benefit is primary to other forms of insurance or indemnity.

EXCLUSIONS:

Coverage is not provided, in whole or in part, for any loss due to:

1. War or act of war, whether declared or not, civil commotion, insurrection or riot;
2. Participation in contests of speed, motor sport or motor racing including training or practice for the same;
3. Any unlawful acts, committed by the **Renter**, Immediate Family Member, or an **Additional renter**, whether benefits are provided or not;
4. Suicide, or attempted suicide, or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury by the **Renter**, Immediate Family Member, **Additional renter** or Business Partner;
5. Military duty or service;
6. Alcohol or substance abuse or treatment for the same;
7. A rental for which the rental agreement does not contain specific dates of return.
8. any government regulation or prohibition;
9. Injury sustained while committing or attempting to commit a crime;
10. Driving under the influence of alcohol;
11. Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
12. Any obligation the **Renter** or an **Additional renter** assumes under any agreement;
13. rentals of campers, trailers, all terrain vehicles, dune buggies, motor bikes, motorcycles, recreational vehicles, **Exotic Vehicles**, trucks requiring a CDL license to operate, or vehicles not licensed for road use;
14. Any loss which occurs if the **Renter** or an **Additional renter** is in violation of the rental agreement;
15. Failure to report the loss to the proper local authorities and the rental car company;
16. Damage to any other vehicle, structure or person as a result of a covered loss.
17. Injury of anyone or damage to anything inside or outside the rental vehicle;
18. Loss or theft of personal belongings;
19. Depreciation of the rental vehicle caused by loss or damage including, but not limited to **diminished value**;
20. Wear and tear, gradual deterioration, or mechanical breakdown,
21. Items not installed by the original manufacturer; or
22. Bodily injury.

IN THE EVENT OF LOSS: The **Renter** must:

1. take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
2. report the loss to the appropriate local authorities and the rental company as soon as possible;
3. obtain all information on any other party involved in an accident, such as name, address, insurance information and driver's license number; and
4. provide the Company all documentation such as rental agreement, police report and damage estimate.

PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim: The **Renter** must call **Corporate Claims Service** as soon as reasonably possible and advise of a loss under Renter's Collision Protection, the name of the rental agency and location, rental agreement, and the police incident or accident report. **Corporate Claims Service** will fill in the claim form and forward it to the **Renter** for his or her review and signature. The completed form should be returned to **Corporate Claims Service**, 4612 Street Road, Trevose, PA 19053; toll free number: **800-608-1010**, fax: **215-355-5702**. Claims may be reported on line at www.corporateclaims.net or e-mailed to ntaylor@corporateclaims.net.

Claims Procedures: Proof of Loss: The claim forms must be sent back to **Corporate Claims Service** no more than 90 days after a covered loss occurs or ends, or as soon after that as is reasonably possible. All claims under the policy must be submitted no later than one year after the date of loss or as reasonably possible. If **Corporate Claims Service** has not provided claim forms within 15 days after the notice of claim, other proofs of loss should be sent to **Corporate Claims Service** by the date claim forms would be due. The proof of loss should include written proof of the occurrence, type and amount of loss, the Renter's name, and the rental car company.

Concealment or Fraud—The Company does not provide coverage for the **Renter** if the **Renter** has intentionally concealed or misrepresented any material fact or circumstance relating to the rental agreement or claim.

Legal Actions—No one may sue for benefits less than 60 days after due proof of loss is submitted, nor more than 3 years (or the minimum period of time permitted by state law, if greater) after the date claim forms are due.