

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words “you” and “your” refer to the Policyholder(s) shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION III – DEFINITIONS.

## SECTION I – AUTOMOBILE EXCESS RENTAL LIABILITY COVERAGE

### A. Coverage

1. We will pay on behalf of the “insured” the “ultimate net loss” in excess of the limit of liability or limit of insurance of all “underlying insurance” available to the “insured” because of “bodily injury” or “property damage” to which this insurance applies provided that:

a. The “bodily injury” or “property damage” results from an “accident” involving a “rental vehicle” within the “coverage territory”;

b. The “accident” occurs during the “coverage period”; and

c. The “renter” has purchased optional “excess rental liability insurance” at the time such “renter” signs the “rental agreement”.

2. a. We have the right but not the duty to defend any “insured” against a “suit” seeking damages to which this insurance applies.

b. We have the duty to defend any “suit” against any “insured” to which this insurance applies when obligations to defend such “suit” by any insurer providing “underlying insurance” end because the applicable limit of liability or limit of insurance had been exhausted by payments of judgments or settlements or defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS.

c. We may investigate and settle any claim or “suit” we consider appropriate.

d. Our duty to defend ends when our Limit of Insurance provided by Section I, Paragraph C. has been exhausted by payment of judgments or settlements or defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS.

### B. Who Is An Insured

Provided the “renter” has purchased optional “excess rental liability insurance” at the time such “renter” signs the “rental agreement”, and this purchase is reported to the Company prior to the “accident”, each of the following is an “insured”.

1. The “renter”; and

2. Any “authorized driver”.

Failure to decline “excess rental liability insurance” by the “renter” does not imply acceptance or binding of this coverage.

### C. Limit Of Insurance

Regardless of the number of “insureds”, “rental vehicles”, coverages provided, premiums paid, claims made or vehicles involved in the “accident”, for each “rental agreement” the most we will pay for the “ultimate net loss” and defense costs under SECTION II, Paragraph A.3. DEFENSE OF CLAIMS OR SUITS, combined, resulting from any one “accident”, is the difference between the dollar amount shown in ITEM 3. of the Declarations and the limit of liability or limit of insurance of “underlying insurance” as defined in ITEM 4 of the Declarations.

### D. Exclusions

This insurance does not apply to any of the following:

1. “Bodily injury” or “property damage” arising out of the use, or permitting use, of a “rental vehicle”:

a. By any driver other than the “renter” or “authorized driver”;

b. By any driver while under the influence of drugs or alcohol;

c. For any illegal purpose;

d. To carry persons or property for hire;

e. To tow or propel any other “auto”;

f. In any race, contest, or training activity;

or

g. Off-road or on unpaved roads that are not regularly maintained for public use.

2. Liability arising out of, or benefits payable under, any:

a. Uninsured or underinsured motorist law;

b. Personal injury protection, other first party benefit law, no-fault law, or any similar law;

c. Medical payments provision of any policy.

3. Liability arising out of the ownership, operation or use of any “auto” which is not the covered “rental vehicle”.

4. “Bodily injury” to the “insured” or any “family member”, or any person who resides in the “renter’s” same household.

5. “Bodily injury” to any passenger of the “rental vehicle” at the time of the “accident.”

6. “Property damage” to the “rental vehicle”.

7. “Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”.

8. “Bodily injury” sustained in violation of any state-mandated seatbelt law.

9. Any obligation for which you or the “insured” or the “insured’s” insurer may be liable under any workers’ compensation, disability

benefits or unemployment compensation law or any similar law.

8. “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 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.

But this exclusion does not apply to “bodily injury” to domestic employees not entitled to workers’ compensation benefits.

9. “Bodily injury” to any fellow employee of the “insured” arising out of and in the course of such fellow employee’s employment.

10. “Property damage” to property owned or transported by the “insured” or property in the “insured’s” care, custody or control.

11. “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 “rental vehicle”;

(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 “rental vehicle”;

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 “rental vehicle”; or

c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “rental vehicle” 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 “rental vehicle” or its parts, if:

(1) The “pollutants” escape, seep, migrate or are discharged, dispersed or released directly from a “rental vehicle” part designed by its manufacture to hold, store, receive or dispose of such “pollutants”; and

Paragraphs b. and c. above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to any “insured” with respect to “pollutants” not in or upon a covered “rental vehicle” 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 “rental vehicle”; and

(2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

12. Any loss, cost or expense arising out of any governmental direction or request that the “insured” test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”.

13. Punitive or exemplary damages.

## SECTION II – EXCESS LIABILITY CONDITIONS

### A. Loss Conditions

1. Duties In The Event Of An Accident,

#### Claim Or Suit

a. In the event of “accident”, claim, or “suit” that is likely to involve this policy, you or any involved “insured” must give us or our authorized representative prompt notice of the “accident”.

Include:

(1) How, when and where the “accident” occurred;

(2) The “insured’s” name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Notice to the Policyholder(s) by any “insured” constitutes notice to us.

b. Additionally, you or any involved “insured” must:

(1) Not assume any obligation, make any payment or incur any expense without our consent, except at the “insured’s” own cost.

(2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or “suit”.

(3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”.

(4) Submit to an examination under oath and subscribe to same.

### 2. Legal Action Against Us

No one may bring a legal action against us under this policy until:

a. There has been full compliance with all the terms of this policy; and

b. We agree in writing that the “insured” has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the “insured’s” liability.

3. Defense Of Claims Or Suits

a. If we are required to or elect to provide a defense, we may do so by counsel of our choice.

b. If we provide a defense we will pay, with respect to any claim or “suit”:

(1) All expenses we incur.

(2) Up to \$250 for cost of bail bonds required because of “accidents” or related traffic law violations required because of an “accident” we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any “suit” we defend, but only for bond amounts within our limit of liability.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$100 a day because of time off from work.

(5) All costs taxed against the “insured” in any “suit” we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our limit of insurance.

These costs will apply toward the limit of insurance.

### 4. Appeals

If an “insured” or “underlying insurer” elects not to appeal judgments in excess of the limit of liability or limit of insurance of “underlying insurance”, we may elect to appeal such judgments at our own expense but in no event shall our liability for the “ultimate net loss” exceed our limit of insurance, plus expenses incurred in such an appeal.

### 5. Subrogation

a. If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an “accident” to impair them.

b. Any recoveries shall be apportioned in the following order:

(1) To any interest, including an “insured”, that may have paid any amount in excess of their applicable limit of liability of or limit of insurance of “underlying insurance”;

(2) To us for amounts paid under this policy; and

(3) To all other interests, including an “insured” within our limit of liability or with respect to any balance remaining.

c. When we have participated in the exercise of the “insured’s” or the “underlying insurer’s” rights of recovery, reasonable costs and expenses necessary to the recovery shall be

apportioned among all parties in the proportion of their respective interests.

#### B. General Conditions

##### 1. Premiums

The premium for this policy shall be computed on the basis stated in the Declarations. The premium shall be remitted to us on the basis stated in ITEM 3 of the Declarations by the "Named Insured" for each day of exposure during that period, along with summarizing reports as requested by us. The premium will be considered fully earned upon receipt and not subject to refund upon policy cancellation. This premium shall be subject to audit by our representatives. The "Named Insured" shall maintain, and permit our access to, such records as are necessary to substantiate the premium for a period of not less than three years. The "Named Insured" shown in the Declarations:

- Is responsible for the payment of all premiums; and
- Will be the payee for any return premiums we pay.

##### 2. Attachment Of Liability

Liability under this policy shall not attach until the limit of liability or limit of insurance of all applicable "underlying insurance" has been exhausted by payment of judgments or settlements and the "insured" has become legally obligated to pay the "ultimate net loss" in excess of the limit of liability or limit of insurance of such "underlying insurance".

##### 3. Coverage Territory

Under this policy, we cover "accidents" occurring within the coverage territory.

The coverage territory is:

- The United States of America;
- The territories and possessions of the United States of America;
- Puerto Rico; and
- Canada.

We also cover "accidents" involving a "rental vehicle" while being transported between any of these places.

##### 4. Bankruptcy

Bankruptcy, insolvency or receivership of the "insured", or of the "insured's" estate or any "underlying insurer" will not relieve us of our liability under this policy. In the event of bankruptcy, insolvency, or receivership of an "underlying insurer", this policy shall not apply as a replacement of such bankrupt or insolvent insurer but our limits of insurance will apply only in excess of the required limit of liability limit of insurance stated in Item 3. of the Declarations, LIABILITY COVERAGE LIMIT OF INSURANCE.

##### 5. Liberalization

If we revise this policy to provide more coverage without additional premium charge, this policy will automatically provide the additional coverage as of the day the revision is effective.

#### Transfer Of Rights And Duties Under This Policy

The rights and duties of the "Named Insured" under this policy may not be transferred without our written consent. The rights and duties of the "insured" under this policy may not be transferred without our written consent except in case of death of and "insured". If an "insured" dies, their rights and duties will be transferred to their legal representative but only while acting within the scope of duties as their legal representative.

##### 7. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first named Policyholder shown in the Declarations is authorized to make changes in the terms of this policy with our consent. The policy terms can be amended or waived only by endorsement issued by us and made a part of this policy. No agent has authority to change this policy or waive any of its provisions. We shall not be bound by an assignment of interest by an "insured" unless our consent to such assignment is endorsed onto this policy. Wherever there is conflict between the "rental agreement", "rental agreement" addendums, brochures, or any other document provided to the "renter", this policy shall apply.

##### 8. Concealment, Misrepresentation Or Fraud

The coverage provided under this policy for the "insured" is void in any case of fraud by the "insured" relating to it. It is also void if the "insured" at any time, intentionally conceals or misrepresents a material fact concerning procurement of coverage under this policy or concerning a claim under this policy. This includes if the "rental vehicle" was obtained through a "rental agreement" based on fraudulent information or misrepresentation.

9. Maintenance Of Underlying Insurance "Underlying insurance" shall be maintained in full effect by you during the term of the policy. This requirement is a condition precedent to coverage. In the event of cancellation or termination of "underlying insurance" this policy will cease to apply at the same time without any further notice from us.

##### 10. Other Insurance

Except for such other insurance that is purchased specifically to be excess of our limits of insurance, the insurance provided by this policy is excess over any other collectible insurance and its deductible or self-insured retention provisions available to the "insured". The presence of a deductible or self-insured retention in such other insurance will not amend any deductible provision of this Policy.

##### 11. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

##### 12. Inspection And Surveys

We have the right but are not obligated to:

- Make inspections and surveys at any time;
- Give you reports on the conditions we find; and
- Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- Are safe or healthful; or
- Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

#### SECTION III – DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

B. "Authorized driver" means each of the following:

- An individual driver whose name is listed on the original "rental agreement";
- An individual driver designated by description, if any, in the "rental agreement".

C. "Auto," "autos," "auto's," and "autos" means any land motor vehicle or "trailer," designed for travel on public roads and held by you for rental to others on a short-term basis (less than 12 months), or used in connection with your business of renting vehicles to others, but does not include "mobile equipment." "Auto" does not include: motorcycles, motorized scooters, motorized bicycles, powercycles, snowmobiles, all terrain vehicles, dune buggies, vehicles designed to transport gas or liquid cargo, nor vehicles designed to transport more than fifteen (15) passengers, nor vehicles designed with more than one rear axle, nor vehicles of the truck or tractor type designed to haul a "trailer" or other vehicle.

D. "Bodily injury" means "bodily injury", sickness or disease sustained by a person including death resulting from any of these.

E. "Excess rental liability insurance" means optional excess rental liability coverage elected by a "renter" and for which premium is paid.

F. "Family member" means a person who is a resident of the "insured's" household and related to the "insured" by blood, marriage or adoption.

This definition includes a ward or foster child who is a resident of the "insured's" household, and also includes the "insured's" spouse even when not a resident of the "insured's" household.

G. "Insured" means any person qualifying as an "insured" in the WHO IS AN INSURED provision (Section I, Paragraph B.). Except with respect to our limit of insurance, the coverage afforded applies separately to each "insured" who is seeking coverage or against who a claim or suit is brought.

H. "Named Insured" means the person listed in ITEM 1 of the Declarations, who has agreed to the terms and conditions of this policy.

I. "Pollutants" means 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.

J. "Property damage" means physical injury to or destruction of tangible property, including any resulting loss of use of that property.

K. "Rental agreement" means the rental contract, pre-approved by us, under which an "auto" is rented by you to the "renter", with a rental period not to exceed thirty calendar days.

L. "Rental vehicle" means the "auto" described in the "rental agreement".

M. "Renter" means the person obtaining the use of the "rental vehicle" under the terms of a "rental agreement".

N. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.

"Suit" includes:

- An arbitration proceeding in which such damages are claimed and to which the "insured" must submit or does submit with our consent; or
- Any other alternative dispute resolution proceeding in which such damages are claimed and to which the "insured" submits with our consent.

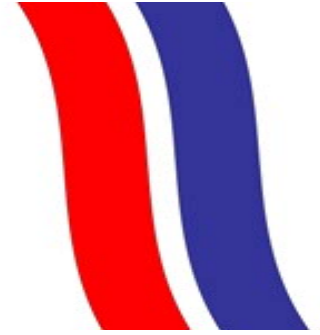
O. "Ultimate net loss" means all sums for which an "insured" becomes legally obligated to pay as damages for "bodily injury" and "property damage" combined. "Ultimate net loss" will be reduced by deduction for all salvage or recoveries which have been or will be paid.

P. "Underlying insurance" means insurance listed in ITEM 4., Schedule of Underlying Insurance of the Declarations.

Q. "Underlying insurer" means the insurance company providing "underlying insurance".

#### \$100,000 AUTOMOBILE EXCESS RENTAL LIABILITY POLICY

THIS POLICY INCLUDES DEFENSE COSTS WITHIN THE LIMITS OF INSURANCE.



## Renter's Supplemental Liability

\$100,000.00 Supplemental Protection

### In the Event of an Accident

- Contact the police immediately be sure to request police report
- Contact the rental location for assistance and to advise them of the accident
- Go to the rental office and file the claim and sign all the necessary documents to file the claim
- Your claim will be handled by **Corporate Claims Service**  
800-608-1010

**Managing General Agent**  
**GMI**

P.O. Box 701  
Valley Forge, PA 19482  
800-722-3229  
Fax 610-933-4993

[www.GMI-Insurance.com](http://www.GMI-Insurance.com)

Renters' Supplemental Liability is another fine counter product brought to you by Jim Schalberg Auto Rental Solutions