

- 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 "policyholder" 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

ARKANSAS – Section II - CONDITIONS B.5. You must commence legal action within five (5) years.

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

FLORIDA – Section I - PLAN OF INSURANCE G. EXCLUSIONS. 8. is replaced with the following: An accident that occurs while under the influence of narcotics, unless prescribed by a "physician". This exclusion does not apply to over the counter medications that are taken in accordance with manufacturer's instructions and do not require a prescription. Section II - CONDITIONS B.5. You must commence legal action within five (5) years.

HAWAII – Section II - CONDITIONS B.5. You must commence legal action within three (3) years.

IDAHO – Idaho Department of Insurance Consumer Affairs, 700 W State Street -3rd Floor, PO Box 83720, Boise, ID 83720-0043 1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

ILLINOIS – Section I – PLAN OF INSURANCE G. EXCLUSIONS. 8. is replaced with the following: An accident that occurs while under the influence of alcohol or narcotics, unless prescribed by a "physician", if convicted of such an offense. Section II – CONDITIONS B.5. the following is added: This twelve (12) month period is extended by the number of days between the day proof of loss is filed with us and the date we deny the claim in whole or in part.

IOWA – A fee, compensation, or commission is not paid to an employee by a rental company dependent solely on the sale of insurance under any limited license.

KANSAS – Section II - CONDITIONS B.5. You must commence legal action within five (5) years.

KENTUCKY – Underwriting insurer is authorized to transact insurance in the State of Kentucky. Benefits are primary to any other like coverage.

MAINE – Section I - PLAN OF INSURANCE G. EXCLUSIONS.2. is replaced with the following: The insurer shall not be liable for death, injury incurred or disease contracted, to which a contributing cause was the "rentee's" or "passenger's" commission of or attempt to commit a felony, or which occurs while the "rentee" or "passenger" is engaged in an illegal occupation. Section I - PLAN OF INSURANCE G. EXCLUSIONS.8. is replaced with the following: The insurer shall not be liable for death, injury incurred or disease contracted while the "rentee" or "passenger" is intoxicated or under the influence of narcotics or hallucinogenic drugs unless administered on the advice of a "physician". Section II - CONDITIONS B.2 is replaced with the following: TIME OF PAYMENT OF CLAIMS: All benefits payable under the policy will be payable not more than 60 days after receipt and acceptance of due written proof of loss.

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.” Section II - CONDITIONS B.5. You must commence legal action within thirty-six (36) months. Section III-DEFINITIONS The following are replaced: **K.** "Rental vehicle" means the "auto" rented by the "rentee" from the "policyholder" and described in the "rental agreement". **L.** "Rentee" means the person or organization who rents a motor vehicle from the "policyholder", and whose name is listed first in the "rental agreement".

MONTANA – Department of Insurance Consumer Hotline: 1-800-332-6148

NEBRASKA – Benefits are primary to any other like coverage.

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

NORTH CAROLINA – Section II - CONDITIONS B.5. You must commence legal action within three (3) years.

OKLAHOMA – **THIS COVERAGE IS UNDERWRITTEN BY EMPIRE INDEMNITY INSURANCE COMPANY, MEMBER OF ZURICH FINANCIAL SERVICES GROUP.**

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.

SOUTH DAKOTA – Benefits are primary to any other like coverage.

TENNESSEE – Section II - CONDITIONS B.5. You must commence legal action within three (3) years.

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

WYOMING – Section II - CONDITIONS B.5. You must commence legal action within three (3) years.

APPLICABLE STATE LICENSE NUMBER



**OPTIONAL
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".

PREMIUM RATE: \$4.00 PER CAR, PER DAY OF RENTAL

SCHEDULE - PERSONAL ACCIDENT COVERAGE PLAN

THE MAXIMUM COVERAGE AVAILABLE IS:

	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. There is no deductible. 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:

Empire Fire And Marine Insurance Company
13810 FNB Parkway, P.O. Box 542003, Omaha, NE 68154-8003
Phone Number: 1-800-987-3373 Fax Number: 1-888-515-1452
Email: usz_carecenter_zurichna.com

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 COVERAGE SUMMARY 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 YOUR EXISTING COVERAGE.

THIS COVERAGE IS UNDERWRITTEN BY EMPIRE FIRE AND MARINE 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, franchisee, 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".



- C. "Certificate holder" means the person, organization, franchisee, licensee, or association member listed as an additional "policyholder" on a Certificate of Insurance.
- D. "Coverage period" means the period the "rental agreement" is in effect for the "rental vehicle" and the "rentee".
- E. "Insured" means the person or organization qualifying as an insured in the WHO IS INSURED provision of SECTION I, Part B.
- F. "Policyholder" means the person or organization listed in the Declarations, or its subsidiaries.
- G. "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".
- H. "Property damage" means damage to or loss of use of tangible property.
- I. "Rental agreement" means the written contract by which the "rentee" rents or leases the "rental vehicle".
- 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 who rents or leases a motor vehicle from the "policyholder", and whose name is listed first on the "rental agreement".

STATE SPECIFIC INFORMATION

ARKANSAS – SECTION II – CONDITIONS B. 4. LEGAL ACTION: Is replaced in its entirety: 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 five (5) years next after the 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.

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

FLORIDA - SECTION I – PROPERTY INSURANCE D. EXCLUSIONS 3.a Is replaced in its entirety: An "accident" that occurs while under the influence of narcotics, unless prescribed by a "physician". This exclusion does not apply to over the counter medications that are taken in accordance with manufacturer's instructions and do not require a prescription; **SECTION II – CONDITIONS B. 4 LEGAL ACTION:** Is replaced in its entirety: 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 five (5) years 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.

KANSAS - SECTION II – CONDITIONS B. 4. LEGAL ACTION: Is replaced in its entirety: 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 five (5) years next after the 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.

KENTUCKY – Benefits are primary to any other like coverage. Underwriting insurer is authorized to transact insurance in the State of Kentucky.

MISSOURI - SECTION II – CONDITIONS B. 4. Is replaced in its entirety: **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 ten (10) years 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 be commenced within the shortest limit of time permitted by the laws of such State.

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

NEBRASKA – Benefits are primary to any other like coverage.

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

NORTH DAKOTA - SECTION II – CONDITIONS B.1.e The information detailed in B.1.e. must be sent to us with 60 days after our request.

OKLAHOMA – THIS COVERAGE IS UNDERWRITTEN BY EMPIRE INDEMNITY INSURANCE COMPANY, A MEMBER OF ZURICH FINANCIAL SERVICES GROUP. SECTION II – CONDITIONS B.1.f is added: f. Within thirty (30) days after receiving proof of loss, we will acknowledge the receipt of such proof of loss unless payment is made within such period of time.

OKLAHOMA – WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

OREGON – SECTION I – PROPERTY INSURANCE D. EXCLUSIONS 3.a Is replaced in its entirety: Loss arising out of an "accident" which occurs while the "insured" is under the influence of alcohol in excess of the legal limit or while under the influence of narcotics, unless prescribed by a physician;

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.

SOUTH DAKOTA – Benefits are primary to any other like coverage. **WASHINGTON –** Department of Insurance Hotline in WA 1-800-562-6900 All other 1-360-753-3613

WYOMING - SECTION II – CONDITIONS B. 4. LEGAL ACTION: Is replaced in its entirety: 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 three (3) years next after the 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.

APPLICABLE STATE LICENSE NUMBER

**OPTIONAL
PERSONAL PROPERTY COVERAGE**

SUMMARY

Personal Property Coverage (PPC) protects against damage to personal effects owned by the "rentee", as well as any immediate family members of the "rentee", who permanently reside in the "rentee's" household and are traveling with the "rentee".

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

**\$600 PER PERSON
\$1,800 AGGREGATE LIMIT**

Personal Property Coverage does not cover all property that you may own and have with you while riding or operating a "rental vehicle". There is no deductible. 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:

Empire Fire And Marine Insurance Company
13810 FNB Parkway, P.O. Box 542003, Omaha, NE 68154-8003
Phone Number: 1-800-987-3373 Fax Number: 1-888-515-1452
Email: usz_carecenter_zurichna.com

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 YOUR EXISTING COVERAGE.

THIS COVERAGE IS UNDERWRITTEN BY EMPIRE FIRE AND MARINE INSURANCE COMPANY, A MEMBER OF ZURICH FINANCIAL SERVICES GROUP.

PERSONAL PROPERTY 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- PROPERTY INSURANCE

A. COVERAGE

1. The policy provides insurance for personal property owned by and for the personal use, adornment or amusement of the "insured" for loss:
 - a. During transit; or while in any hotel or building, (other than your personal residence), or locked in a "rented vehicle";
 - b. The loss from a "rented vehicle" must be reported to the police and the vehicle must show signs of forced entry.
2. We will indemnify an "insured" for any loss or damage to the "insureds" property for which this coverage applies during the "coverage period", except as stated in paragraph D. Exclusions. Our liability will not exceed the maximum limits shown in the Schedule of this summary.

B. WHO IS AN INSURED

1. The following are "insureds" under the policy:
 - a. An authorized "rentee" who has:
 - (1) Entered into a "rental agreement" with the "policyholder"; and
 - (2) Elected under the "rental agreement" to purchase and has paid for optional Personal Property Coverage.
 - b. Any member of the "rentee's" immediate family who permanently resides in the "rentee's" household while traveling with the "rentee" during the "coverage period"; and
 - c. Additional authorized drivers whose names appear on the "rental agreement".
2. The following are not "insureds" under the policy:
 - a. The "policyholder", "certificate holder" or owner of the "rental vehicle";
 - 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. LIMIT OF INSURANCE

Regardless of the number of "insureds" or claims made, the most we will pay for any one loss is the limit shown in the Schedule of this summary. The deductible shown in the Schedule of this summary, if any, will apply to the gross amount of loss.

D. EXCLUSIONS

The policy does not insure:

1. Any property not owned by the "insured" for other than their personal use, adornment, or enjoyment.
2. Animals, "autos", "auto" equipment, motorcycles, water craft, motors, or other conveyances or their appurtenances, household or office furniture, business personal property or equity, contact lenses, glasses, artificial teeth or limbs, currency, coins, deeds, bullion, stamps, securities, negotiable instruments, debit or credit cards, fund transfer cards, tickets, documents or perishables.
3. Against loss or damage caused by or resulting from:

- a. Loss arising out of an "accident" which occurs while the "insured" is under the influence of alcohol or narcotics, unless prescribed by a physician;
 - b. Loss arising out of the use of a "rental vehicle" when such use is in violation of the conditions of the "rental agreement";
 - c. Loss arising out of the operation of the "rental vehicle" by any driver who is not an "insured";
 - d. Any "insureds" liability for damage to the "rental vehicle"; or
 - e. Any loss of or damage to the "insureds" property, expected or intended from the standpoint of the "insured".
4. Property while in the care, custody, or control of any common carrier.
 5. Loss or damage due to unexplained or mysterious disappearance.
 6. Loss or damage due to theft unless reported to the police or other competent authority.

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 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.
4. **NO BENEFIT TO BAILEE.** This insurance will in no manner insure directly or indirectly to the benefit of any common carrier or bailee.
5. **REDUCTION IN THE AMOUNT OF INSURANCE.** The amount of insurance and the applicable limit of liability, upon the occurrence of any loss covered hereunder, is reduced by the amount of such loss.

B. LOSS CONDITIONS

1. **NOTICE OF LOSS.** In case of loss to covered property, you must see that the following are done:
 - a. Give prompt notice to us or our agent;
 - b. Notify the police in case of loss by theft;
 - c. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
 - d. As often as we reasonably require:
 - (1) show the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies; and
 - (3) provide statements, submit to questions under oath, and sign and swear to them;
 - e. Send to us, within 30 days after our request, your signed, sworn proof of loss that sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;

- (2) the interest of the "insured" and all others in the property involved and all liens on the property;
 - (3) other insurance that may cover the loss;
 - (4) changes in title or occupancy of the property during the term of the policy; and
 - (5) the inventory of damaged personal property described in paragraph 1.c. above.
2. **EXPENSES.** We will pay for loss adjustment and legal expenses, including court costs and interest, which may be incurred by the "insured" with our consent in the investigation or defense of claims, suits or other legal proceedings. We will not be liable for salaries and expenses of any "insureds" employee expended or incurred in investigation, adjustment or litigation.
 3. **SETTLEMENT OF LOSS:** Any claim recoverable hereunder for damage and/or destruction will be adjusted and paid upon presentation of evidence substantiating such damage and/or destruction. We will adjust and pay any claim recoverable hereunder for lost property upon failure to recover the property lost after the lapse of a reasonable time, providing the "insured" will present evidence substantiating such loss and values involved.
 4. **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.
 5. **SUBROGATION OR LOAN:** If in the event of loss or damage the "insured" acquires any right of action against any individual, firm or corporation for loss of, or damage to, property covered hereunder the "insured" will, if requested by the Company, assign and transfer such claim or right of action to the Company. At the Company's option, the "insured" will execute and deliver to the Company the customary form of loan receipt upon receiving an advance of funds in respect to the loss or damage. The "insured" will subrogate the Company to, or hold in trust for the Company, all such rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the "insureds" name under the direction of and at expense of the Company.
 6. **OTHER INSURANCE:** Other insurance may be available to cover your loss. If so, we will pay in addition to other such insurance. However, we will not pay more than the applicable limit of coverage shown in the Schedule of this summary.
 7. **REPLACEMENT COST COVERAGE:** The following loss settlement procedure applies to all property under the policy form.

We will pay no more than the least of the following amounts:

 - a. Replacement cost at the time of loss without deduction for depreciation.
 - b. The full cost of repair at the time of loss.
 - c. The limit of liability that applies to this coverage per person.

SECTION III - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "property damage".
- B. "Auto" means a land motor vehicle or trailer designed for travel on public roads.