

Auto Rental Insurance Group PCS

Policy No: ARIG-SLI-10-001185-03

AUTOMOBILE RENTAL SUPPLEMENTAL EXCESS INSURANCE POLICY DECLARATIONS

1. "POLICYHOLDER" AND ADDRESS Brown & Brown of Kentucky, Inc. c/o MBA Insurance of AZ, Including all registered and qualified members 7600 N. 16th Street, Suite 145 Scottsdale, AZ 85260	2. AGENT INFORMATION No Agent
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3. POLICY PERIOD From: 10/01/2023 To:10/01/2026	12:01 A.M. Standard Time at the address of the Named Insured shown.
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IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE TO PROVIDE THE SUPPLEMENTAL EXCESS INSURANCE STATED IN THIS POLICY. PURCHASE OF COVERAGE MUST OCCUR PRIOR TO THE INCEPTION OF THE RENTAL AGREEMENT.

BUSINESS DESCRIPTION:	Auto Rental Company or Internet Based Company (as per application) <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Joint Venture
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The three types of coverage offered under this policy can be signed up for separately by the Corporation as indicated with an "X" below. The specific types of coverage purchased will be indicated in the applicable Sales Agreement, which is controlling. The three types of coverage offered are listed below, with the limits of insurance and premium as on file. This premium may be subject to adjustment and annual audit.

4. <u>COVERAGES</u>	
4A. <u>RENTAL SUPPLEMENTAL EXCESS LIABILITY POLICY</u> LIMITS: Maximum Total Aggregate Limit Per Accident: Private Passenger Bodily Injury: Up to \$500,000 with a \$100,000 maximum BI limit per person (as described below) Motorcycles Bodily Injury: Up to \$300,000 with a \$60,000 maximum BI Limit per person (as described below) Property Damage: \$50,000 (as described below - Excluding for Motorcycles) Property Damage: \$10,000 (as described below - for Motorcycles) Private Passenger Vehicles: Aggregate and Maximum Limit: \$ 500,000 (as described below) (including vehicles such as: Sedans, SUVs, Vans, and Recreational Vehicles-when approved by Insurance Carrier); Internal Limits Apply: \$100,000 per person Bodily Injury limit per Accident (Included in Aggregate limit and reduced by any other valid and collectible insurance). Specialty Vehicle Aggregate and Maximum: \$300,000 (as described below) (including vehicles such as Motorcycles, ATVs, and all Off Road Vehicles-when approved in advance by Insurance Carrier); Internal Limits Apply: \$60,000 per person Bodily Injury Limit per Accident (Included in Aggregate limit and reduced by any other valid and collectible insurance). Property Damage Aggregate and Maximum Limit: Private Passenger Vehicles: \$ 50,000 (applied to Non-Motorcycles) and \$10,000 (Applies to Motorcycles) for any Property Damage Claims (as described below). Subject to the terms, limitations, and exclusions of the policy, the applicable policy aggregate limit is the difference between the Maximum Total Aggregate Limit (\$ 500,000 for private passenger vehicles, \$300,000 for Specialty Vehicles) and the total of all other valid and collectible insurance policies including: <ul style="list-style-type: none">• The primary policy (required to be maintained by the "Policy Holder" or Rental Company) providing at least the State Specific Minimum Financial Responsibility Limits, and• All other valid and collectible insurance policies, including but not limited, to:<ul style="list-style-type: none">○ any personal automobile coverage that may be in existence, or○ any excess or supplemental insurance that may exist outside of this policy	[X] "X" here if Corporation has signed on to offer this coverage. INCLUDED IF SIGNED ON FOR BY THE CORPORATION AND IF PURCHASED IN THE APPLICABLE SALES AGREEMENT

- However, this Rental Supplemental Excess Liability Policy will only provide coverage after all other valid and collectible insurance policies have been exhausted by payment.
- The cost of defense, including attorney's fees and case expenses are included in the Maximum Total Aggregate Limit.
- When the \$50,000 Property Damage limit applies, applicable to non-motorcycles (as described above), it is reduced by the state minimum financial responsibility limit and is included in and reduces the Maximum Total Aggregate limit.
- When the \$10,000 Property Damage limit applies, applicable to motorcycles (as described above), it is excess of the state minimum financial responsibility limit and is included in and reduces the Maximum Total Aggregate limit.
- Liability for injuries or property damage to guest passengers or their belongings is excluded from this Rental Supplemental Excess Liability Policy; this is considered first-party exposure and is not covered under this policy.
- If an individual rental contract, that has selected the coverage provided by this policy, extends beyond the policy period of this coverage, the coverage provided by this policy terminates at the end of the original rental term as indicated on the rental contract or 28 days after the start or pick-up date, whichever occurs first. In the event of termination of this policy, the coverage provided by this policy will not apply to any extensions of the rental agreement beyond the original end of the rental term as indicated in the original rental contract.
- Rates are subject to annual review prior to the annual anniversary date of this policy. Rates may change based on loss experience of the program, or that of an individual "policyholder". New Rates, if applicable, will take effect on the annual anniversary date of the annual review period.
- This policy will only provide coverage on Rental Agreements of the "policyholder" and their customers that have selected this coverage. The Rental Agreement must be executed, including selection of this coverage, and signed, by all parties within the policy period. Stated above. UNDERLYING INSURANCE COMPANY: Must be provided to Auto Rental Insurance Group PCS at the inception and each renewal of underlying insurance and as described in "Underlying Insurance" paragraph below.

RATE: On File with the Insurance Carrier

UNDERLYING INSURANCE: The first layer of insurance will be the primary insurance policy on the vehicle, which will provide at least the State Specific Minimum Financial Responsibility Limit and may have higher limits. All other applicable insurance policies, including, but not limited to primary, excess, or supplemental insurance, must provide coverage before this Rental Supplemental Excess Liability Policy provides coverage.

DEDUCTIBLE: \$N/A

4B. PERSONAL ACCIDENT INSURANCE POLICY

[X] "X" here if Auto Rental Company has signed on to offer this coverage.

INCLUDED IF SIGNED ON FOR BY THE AUTO RENTAL COMPANY AND IF PURCHASED IN THE APPLICABLE SALES AGREEMENT

LIMITS (Subject to the terms, limitations, and exclusion of the policy): \$50,000 Renter/\$5,000 Passenger/\$55,000 Aggregate

Emergency Medical Expense Limit \$1,000 Per Rental Agreement (Included in Aggregate)

DEDUCTIBLE \$NIL

RATE On file with the Insurance Carrier

4C. PERSONAL EFFECTS INSURANCE POLICY

[X] "X" here if Auto Rental Company has signed on to offer this coverage.

INCLUDED IF SIGNED ON FOR BY THE AUTO RENTAL COMPANY AND IF PURCHASED IN THE APPLICABLE SALES AGREEMENT

LIMITS (Subject to the terms, limitations, and exclusion of the policy): \$525 Person/\$525 Per Occurrence

DEDUCTIBLE \$25 Per Person

RATE On File with the Insurance Carrier

FORMS AND ENDORSEMENTS applicable to any and all coverage and made a part of this policy at the time of issuance of the form or endorsement. SEE ATTACHED FORMS LIST

Carrier Authorized Countersignature

This policy is negotiated and issued in Tennessee. You, the "policyholder", may be subject to self-procurement taxes in your state of domicile. We recommend you consult your tax advisor to address this potential obligation.

LISTING OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY

POLICY NUMBER:

<u>NUMBER</u>	<u>TITLE</u>
SLI CPC 001 08 21	Common Policy Conditions
SLI IA 001 08 21	Insuring Agreement
SLI DEC 001 08 21	Declarations Page
SLI 002 08 21	SLI Coverage Form
SLI 004 08 21	Additional Policyholder
SLI 005 08 21	Notice and Service of Papers
SLI 006 08 21	Laws, Policies and Judgements
SLI 007 08 21	Sexual and/or Physical Abuse Exclusion
SLI 008 08 21	Punitive or Exemplary Damage Exclusion
SLI 009 08 21	Nuclear Energy Liability Exclusion Endorsement
SLI 010 08 21	Additional Exclusion
SLI 011 08 21	Expanded Definition
SLI 012 08 21	Forms List

INSURING AGREEMENT

Auto Rental Insurance Group PCS has issued this policy in consideration of the Lessor's request and therefore agreed to pay the benefits set forth herein. The following pages explain the terms of this agreement. This policy is subject to the laws of jurisdiction in which it is issued. As evidence of this agreement, this policy has been signed by the Countersigning Agent of Auto Rental Insurance Group PCS



Authorized Representative

SLI COVERAGE FORM

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 “we,” “us,” and “our” refer to the insurance carrier named in the Declarations. In addition, certain words, or phrases that

appear in quotation marks have special meaning. Refer to SECTION IV – DEFINITIONS.

SECTION I – SUPPLEMENTAL EXCESS LIABILITY COVERAGE

A. Coverage

We will pay the “ultimate net loss,” in excess of the total limits of all applicable “underlying insurance policies” and/or applicable self-insurance to which this coverage applies, provided that:

1. It results from an “accident” involving a “rental vehicle”;
2. The “accident” occurs while the “rental agreement” is in effect and the “rental agreement” became effective during the Policy Period; and
3. “Supplemental excess liability coverage” has been elected by the “renter” at the origination of the “rental agreement.”

However, there will be no coverage afforded when timely premium has not been received for the time period encompassing the date of loss.

B. Who Is An Insured

Only the following are “insureds” under this excess Policy.

1. The “renter” who has:
 - a. Entered into a “rental agreement” with the “policyholder” shown in the Declarations and/or its

members as their interests may apply; and

- b. Elected under the “rental agreement” to purchase “optional supplemental excess liability coverage.”

2. Additional “authorized drivers” as defined herein when 1a and 1b above are complied with.

3. The “policyholder” shown in the Declarations is excluded from coverage.

C. Who Is An Authorized Driver

1. Only the following are “authorized drivers” under this excess Policy:

- a. A driver whose name is listed as the renter on the original “rental agreement”; or
- b. A driver or authorized additional driver designated by description, if any, in the original “rental agreement.”

2. Any driver who does not meet one of the conditions in subsection C.1. above is not an “authorized driver,” even if:

- a. That driver had the permission of an “insured”; or
- b. That driver is covered by the “underlying insurer”, including the primary insurance providing at least the “minimum financial responsibility liability limits.”

D. Limit Of Insurance

Regardless of the number of “insureds,” “rental vehicles,” premiums paid, claims made, or vehicles involved in the “accident,” for each

“rental agreement” the most we will pay for the “ultimate net loss,” resulting from any one “accident,” is the difference between the dollar amount shown in ITEM 4C. of the Declarations and the total limits of all applicable “underlying insurance policies” and/or applicable self-insurance.

E. Exclusions

This insurance does not apply to any of the following:

1. “Bodily injury” or “property damage” arising out of the use, or permitting the use, of a “rental vehicle”:
 - a. By any driver other than the “renter” or an “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.
 - g. Off-road or on unpaved roads that are not regularly maintained;
 - h. In violation of the “rental agreement.”
 - i. In violation of any local, state and/or federal laws or statutes.
2. Any loss, cost, or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law; or any similar law, in any jurisdiction.
3. “Bodily injury” to the “insured” or to any “family member” or passenger, or to any “authorized driver” while driving or

riding in or on the “rental vehicle.” Where mandated by law, liability coverage for injury to or damage to property of unrelated passengers is limited to a maximum combined limit of \$10,000.

4. “Property damage” to the “rental vehicle.”
5. “Bodily injury” or “property damage” expected or intended from the standpoint of the “insured.”
6. Any obligation for which the “insured” or the “insured’s” insurer may be held liable under any worker’s compensation, disability benefits or unemployment compensation law or any similar law.
7. “Bodily injury” to:
 - a. An employee of the “insured” or “policyholder” or Auto Rental Company arising out of and in the course of employment by the “insured”, or “policyholder” or Auto Rental Company or
 - b. The spouse, child, parent, brother, or sister of that employee as a consequence of paragraph a. above.

The exclusion applies:

 1. Whether the “insured” or “policyholder” or Auto Rental Company 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.

8. "Bodily injury" to any fellow employee of the "insured" or "policyholder" or Auto Rental Company arising out of and in the course of the fellow employee's employment.

9. "Property damage" to property owned or transported by the "insured" or "policyholder" or Auto Rental Company or in the "insured's" or "policyholder's" or Auto Rental Company's care, custody, or control.

10. "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 "auto";

(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 "auto";

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 "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" 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 "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed, or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of mobile equipment".

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

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

11. 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".

12. "Bodily injury" or "property damage" excluded by the Nuclear Energy Liability Exclusion endorsement made a part of this Policy.

13. Any obligation for which the "Named Insured" or the "Named Insured's" insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law whether or not such a policy exists.

14. "Bodily Injury" or "Property Damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.

15. Liability arising out of the following prohibited uses of the "rental vehicle":

- a. To carry people or property for hire;
- b. In the commission of a crime;
- c. In a speed contest;
- d. To tow or push anything; or
- e. To drive into Mexico.

16. Liability for damage to the "rental vehicle".

17. "Loss" or "damage" intentionally caused by the "Named Insured".

18. Liability arising out of the use of a "rental vehicle" which was obtained through a "rental agreement" based on fraudulent information.

19. Punitive or exemplary damages.

20. Liability arising out of or involving:

- a. The insured, renter, or authorized driver ingesting,

consuming or otherwise taking intoxicants or narcotics (including but not limited to those related to DWI and/or DUI), whether administered on the advice of a physician or not;

- b. Intentionally self-inflicted injury, while sane or insane;
- c. Committing or attempting to commit an assault or a felony;
- d. Aircraft travel, except as passenger in a licensed aircraft regularly schedule flight;
- e. Violation of the rental agreement;
- f. Conversion of the motor vehicle; and/or
- g. Any illegal acts occurring during the use of the rental vehicle.

21. Any loss of wages or income is excluded under this policy, whether covered elsewhere or not.

22. The loss of use, of any vehicle or other property, involved in a covered accident is excluded under this policy, whether covered elsewhere or not.

23. Any loss occurring at a time when the policy is not in effect as a result of the cancellation provisions in this policy.

F. Time of Payment of Claims

All benefits payable under this policy will be paid upon receipt of due written proof of loss and/or after accident and claims investigation by the insurance. Structured settlement payments may be offered at the insurance's discretion. We reserve the right to offer settlement payments over time at our discretion.

G. Payment of Claims

Indemnity for loss will be payable in accordance with the provisions which may be prescribed

herein and effective at the time of payment. Benefits shall be payable to the beneficiary designated by the Renter or if no beneficiary is designated, payment shall be made to the estate of the Renter. With regard to the Passenger, benefits provided by this policy on account of death shall be payable only to the estate of the Passenger.

SECTION II – Personal Accident Insurance Coverage

A. LESSORS Covered Lessors

A “Lessor” may become covered under this policy by signing a Participation Agreement to join this Personal Accident Insurance Program. This policy extends coverage to Renters of the Lessor and/or their subsidiaries, affiliates, and sub-licensees of the Lessor. All actions, agreements and notices between Auto Rental Insurance Group PCS and the Lessor which relate to this policy shall be binding on the Lessors subsidiaries, affiliates and/or sub-licensees.

Administrative Data

Each Lessor shall keep records, which shall show at all times the names of all Renters insured hereunder together with the date when the insurance became effective and was terminated. Auto Rental Insurance Group PCS has the right to inspect all records of the Lessor, any and all of its associates, affiliates or subsidiary companies or corporations, pertinent to insurance under this policy at any time.

The Lessor shall mail to Auto Rental Insurance Group PCS a monthly report, properly completed, showing the renters insured during the month. The Lessor shall remit to Auto Rental Insurance Group PCS,

Inc. all premiums collected from participating Lessors on the date specified in the application and administrative agreement executed by both parties.

Lessor's Duty to Notify Auto Rental Insurance Group PCS, Inc.

If the Lessor learns of an insured Renter or Passenger's death, the Lessor shall notify Auto Rental Insurance Group PCS in writing of such death within seven (7) days. Such notification will be deemed to constitute "Notice of Claim" as set forth in this policy. Upon receipt of such notice, Auto Rental Insurance Group PCS will furnish to the insured's beneficiary or estate such forms as are usually furnished for filing a proof of loss. In the event of an accident, which has not incurred a death, Lessor shall notify Auto Rental Insurance Group PCS in a prompt and businesslike manner and as soon as reasonably possible, with a maximum reporting time of 90 days. See Page 5 (different time limit)

B. INSURED INDIVIDUALS Eligibility

Each Renter and Passenger as defined herein, shall be eligible for insurance hereunder. In order for the insurance herein to become effective on the life of an eligible Renter or Passenger, the name of the Renter must be reported to Auto Rental Insurance Group PCS under the terms and conditions hereafter provided.

Effective Term of Insurance

The insurance with respect to any Renter shall become effective on the latter of: (a) the effective date of this policy; or (b) the inception of the period of motor vehicle rental by the Renter from the Lessor, provided the Renter has enrolled at the inception of that period in the Group Accident Insurance Plan provided herein, whichever is later.

The insurance with respect to any Passenger shall be effective only while the Renter's insurance is in effect and only during the period or periods that the Passenger is riding within the enclosed portion of the rental vehicle, with the Renter.

Individual Termination's

The insurance of any Renter or Passenger shall terminate upon the former of the following:

1. The date this Policy is terminated;
2. The end of the period for which the Renter has rented or leased a motor vehicle from a Lessor;
3. When the Renter or Passenger converts the rental vehicle; for the purpose of this policy the Renter shall be deemed to have converted the rental vehicle whenever the rental vehicle is not returned to the Lessor by the return date or by the extended return date as shown in the Rental Agreement; or
4. When the Renter violates the Rental Agreement.

C. GROUP ACCIDENT INSURANCE PLAN

If a Renter sustains "injury" during the period of coverage; which shall, independently of all other causes, result in death; Auto Rental Insurance Group PCS will pay the amount stated on the declarations page. In no event, however, shall the aggregate amount of insurance under this policy on the life of any one Renter exceed the amount stated on the declarations page.

If a Passenger shall sustain injury as defined herein during the period of coverage; which shall independently of all other causes, result in death; Auto Rental Insurance Group PCS will pay the amount stated on the declaration page. In no event, however, shall the aggregate amount of insurance under this

policy on the life of any one Passenger exceed the amount stated on the declarations page.

Renter's Accident Medical Expense Benefits

If a Renter shall sustain "Bodily Injuries" as defined herein, and which do not result in death, and within thirty (30) days following the date of the accident (in jurisdictions where 30 days is the allowed time period) upon the recommendation of a physician require (a) confinement to a hospital; (b) treatment by a physician; (c) transportation to or from a hospital by a professional ambulance service; and/or (d) services rendered by a registered nurse, Auto Rental Insurance Group PCS will pay the reasonable and customary charges actually made for such confinement, treatment, services and supplies provided that the total amount of insurance hereunder shall not exceed the amount stated on the declarations page.

Passenger's Accident Medical Expense Benefits

If a Passenger of the Renter is injured, while riding within the enclosed part of the rental vehicle, sustains injuries as defined herein, which do not result in death, but within thirty (30) days following the date of the accident, upon the recommendation of a physician require (a) confinement to a hospital; (b) treatment by a physician; (c) transportation to or from a hospital by a professional ambulance service; and/or (d) services rendered by a registered nurse, Auto Rental Insurance Group PCS will pay the reasonable and customary charges actually made for such confinement, treatment, services and supplies provided that the total amount of insurance hereunder shall not exceed the amount stated on the declarations page.

Aggregate Indemnity

The total Aggregate Indemnity for all benefits payable under the Policy for all insured losses sustained in anyone accident by anyone Renter

and the Passenger combined shall not exceed the amount stated on the declarations page.

Exclusions

The exclusions stated in the Supplemental Excess Liability Coverage Part apply. In addition, we will not pay for any loss caused by or resulting from any of the following:

- A. Caused by:
 - 1. Wear and Tear;
 - 2. Gradual deterioration;
 - 3. Moths, vermin, inherent vice; or
 - 4. Damage sustained during repair or restoration.

- B. Caused by or resulting from:
 - 1. Hostile or Warlike action in time of peace or war, including action hindering, combating, or defending against an actual, impending, or expected attack by:
 - 2. Any government or foreign power (de jure or de facto);
 - 3. Any authority maintaining or using military, naval or air forces;
 - 4. Military, naval or air forces; or
 - 5. Any agent or any such government power, authority, or forces;
 - 6. Any war weapon employing atomic fission or radioactive force whether in time of peace or war;
 - 7. Insurrection, rebellion, revolution civil war or action taken by government authority in hindering, combating, or defending against such an occurrence;
 - 8. Seizure or destruction under quarantine or custom regulation;
 - 9. Confiscation by order of any government or public authority; or
 - 10. Risks of contraband or illegal transportation or trade.

- C. By nuclear reaction or nuclear radiation or radioactive contamination, all

whether:

- 1. Controlled or uncontrolled; or
 - 2. Such loss be direct or indirect; proximate or remote, or be in whole or part caused by, contributed to, or aggravated by the peril(s) insured against by this coverage part.
- D. Or to property while in the care, custody, or control of a common carrier;
 - E. Due to unexplained or mysterious disappearance;
 - F. Due to theft unless reported to police or civil authorities.
 - G. "We" will not pay for any loss caused by or resulting from any of the following:
 - 1. Intoxicants or narcotics (including but not limited to DWI and/or DUI) administered on the advice of a Physician or not with the advice/consent of a Physician.
 - 2. Intentionally self-inflicted injury, while sane or insane;
 - 3. Committing or attempting to commit an assault or a felony;
 - 4. Aircraft travel, except as Passenger in a licensed aircraft regularly schedule flight;
 - 5. Violation of the Rental Agreement; and/or
 - 6. Conversion of the motor vehicle.

This coverage part does not apply if the Renter is in violation of the Rental Agreement.

Notice, Proof and Payment of Claim:

Notice of Claim

Written notice must be given to Auto Rental Insurance Group PCS within thirty (30) days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the person insured or the beneficiary to Auto Rental Insurance Group PCS, Inc., with information sufficient to identify the person insured, notice shall be deemed received.

Proof of Loss

Written proof of loss must be furnished to Auto Rental Insurance Group PCS within ninety (90) days after the date of such loss.

Time of Payment of Claims

All benefits payable under this policy will be paid upon receipt of due written proof of loss and/or after accident and claims investigation by the insurance. Structured settlement payments may be offered at the insurance's discretion. We reserve the right to offer settlement payments over time at our discretion.

Payment of Claims

Indemnity for loss will be payable in accordance with the provisions which may be prescribed herein and effective at the time of payment. Benefits shall be payable to the beneficiary designated by the Renter or if no beneficiary is designated, payment shall be made to the estate of the Renter. With regard to the Passenger, benefits provided by this policy on account of death shall be payable only to the estate of the Passenger.

If the insured requests in writing, Auto Rental Insurance Group PCS shall have the option of paying all or any portion of any benefits provided by this policy on account of hospital, medical, nursing, surgical or dental services 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.

Physical Examinations

Auto Rental Insurance Group PCS, Inc., at its own expense, shall 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 make an autopsy in case of death where not forbidden by law.

Legal Actions

No cause of action shall be brought to recover on this policy prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of one (1) year after the time written proof of loss is required to be furnished.

SECTION III – Personal Effects Insurance Policy

CONDITIONS

PART 1 – Perils Insured Against

We will pay for all loss or damage to the Personal Effects of the Insured while the Insured is using the Rental Vehicle during any journey during the Policy Period while;

- A. In transit; or
- B. In any hotel or other building enroute.

We will not pay for loss or damage excluded under Part 2-Exclusions -of this coverage part.

PART 2 - Exclusions

The Exclusions stated in the SLI Coverage Part apply. In addition, we will not pay for loss or damage to Personal Effects:

- A. Caused by or resulting from:

1. Wear and Tear;
2. Gradual deterioration;
3. Moths, vermin, inherent vice; or
4. Damage sustained during repair or restoration.

B. Caused by or resulting from:

1. Hostile or Warlike action in time of peace or war, including action hindering, combating, or defending against an actual, impending, or expected attack by:
2. Any government or foreign power (de jure or de facto)
3. Any authority maintaining or using military, naval or air forces;
4. Military, naval or air forces; or
5. Any agent or any such government power, authority, or forces
6. Any war weapon employing atomic fission or radioactive force whether in time of peace or war;
7. Insurrection, rebellion, revolution civil war or action taken by government authority in hindering, combating, or defending against such an occurrence;
8. Seizure or destruction under quarantine or custom regulation;
9. Confiscation by order of any government or public authority; or
10. Risks of contraband or illegal transportation or trade.

C. By nuclear reaction or nuclear radiation or radioactive contamination, all whether:

1. Controlled or uncontrolled; or
2. Such loss be direct or indirect; proximate or remote, or be in whole or part.
3. Caused by, contributed to, or aggravated by the peril(s) insured against by this coverage part.

D. To property while in the care, custody, or control of a common carrier;

E. Due to unexplained or mysterious disappearance; or

F. Due to theft unless reported to police or civil authorities.

G. "We" will not pay for any loss caused by or resulting from any of the following:

1. Intoxicants or narcotics (including but not limited to DWI and/or DUI) administered on the advice of a Physician or not with the advice/consent of a Physician.
2. Intentionally self-inflicted injury, while sane or insane;
3. Committing or attempting to commit an assault or a felony;
4. Aircraft travel, except as Passenger in a licensed aircraft regularly schedule flight;
5. Violation of the Rental Agreement; and/or
6. Conversion of the motor vehicle.

H. Loss of use for any covered article, at any time and for any reason, is excluded.

This coverage part does not apply if the Renter is in violation of the Rental Agreement.

PART 3 – Limit of Insurance

The Limit of Liability shown in the Declarations is the most "We" will pay under this coverage part for each Insured. The Aggregate shown in the Declarations is the most "We" will pay under this coverage part of all loss or damage during the Policy Period. No claim arising out of one accident will be payable by "Us" under more than one of "Our" policies. Other limits on the insurance provided by this coverage part are found in this policy.

PART 4 – Deductible

We will not pay for loss in any one occurrence until the amount exceeds the Deductible. "We" will then pay the amount of loss or damage in excess of the Deductible, up to the applicable limit of liability.

PART 5 – Conditions

In addition to the conditions stated elsewhere in this policy, the following conditions apply to this coverage.

Insured's Duties After Loss

In case of loss or damage payable under this coverage part, this Insured must see that the following are done:

1. Give prompt notice to "Us" or "Our" agent;
2. Notify the police, hotel proprietors and other responsible parties; (a) Protect the property from further damage; (b) Make reasonable and necessary repairs to protect the property; and (c) Keep an accurate record of repair expenses.
3. As often as "We" reasonably require:
 - (a) Show the damaged property; (b) Provide "Us" with records and documents "We" request and permit "Us" to make copies; and (c) Submit to questions under oath and sign and swear to them;
4. Send to Us, within 30 days after "Our" request, a signed, sworn proof of loss.

Failure to comply with these conditions will invalidate any claim under this coverage part.

Settlement of Loss

We will adjust all losses with the Insured. The Insured must present evidence substantiating the loss. "We" will then pay the loss. If a claim is made for lost property and the lost property is not recovered, "We" will adjust and pay the loss if:

1. A period of 60 days has lapsed; and
2. The Insured presents evidence substantiating the loss and value of the

property lost.

Valuation

We will pay no more than the lesser of:

1. the limit of insurance for this coverage part; or
2. The Actual cash value.

Less the Deductible of the property at the time of loss or damage occurs.

The amount of loss or damage will:

1. Be determined or estimated according to actual cash value with proper deduction for depreciation, however caused; and
2. Not exceed what it would then cost to repair or replace the same with material of like kind or quality.

Suit

No legal action can be brought unless the provisions of this coverage part have been complied with and the action is stated within 2 years after the date of loss.

No Benefit of Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing, or moving Personal Effects for a fee.

Our Rights of Recovery

In the event of any payment under this policy, all of the Insured's Rights of Recovery shall be assigned to the Insurance against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

SECTION IV – DEFINITIONS

A "Accident" means an occurrence involving the use of a "Rental Vehicle" resulting in "bodily injury" or "property damage" for which compensation or indemnity is legally sought.

- B. "Account" means the Auto Rental Company.
- C. "Authorized driver" means any person qualifying as an authorized driver in the Who Is An Authorized Driver provision – (Section I, Subsection C.).
- D. "Benefits Schedule" means the benefits schedule shown in the Declarations.
- E. "Bodily Injury" means physical or mental bodily injury, sickness or disease sustained by a person, including death resulting from these.
- F. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured", or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense 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 "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated, or processed in or upon the covered "auto".
- 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 "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" 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 "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed, or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" 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 "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn, or damage.

G. "Deductible" means the amount shown on the Declarations Page.

H. "Family member" means a person who is a resident of the "insured's" household and related to the "insured" by blood, marriage, civil union, or adoption. This definition includes a ward or foster child who is a

resident of the “insured” household, and also includes the “insured’s” spouse even when not a resident of the “insured’s” household during a period of separation in contemplation of divorce.

I. “Hospital” means an institution operated pursuant to law for the case and treatment of such injured persons with twenty-four (24) hour nursing service by a registered nurse and organized facilities for the diagnosis of injuries and medical care.

J. “Injury” means bodily injury caused by an accident occurring while this policy is in force as to the Renter or Passenger and resulting directly and independently of all other causes in death or bodily injury covered by this policy during the period that the motor vehicle is rented by the Renter from the Lessor. Coverage applies only as described above in Renter and Passenger.

K. “Insured” means any person qualifying as an “insured” in the Who Is An Insured provision in the SLI Section. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each “insured” who is seeking coverage or against whom a claim or “suit” is being brought.

L. “Lessor” means a legal entity that both (a) has a principal business of renting or leasing motor vehicles (30 days or less); and (b) is listed on the Declarations Page.

M. “Loss” means all sums “the “insured”” legally must pay as damages because of “Bodily Injury” or “Property Damage” to which this insurance applies caused by an “accident” occurring during the “Policy Period” and resulting from the use of a “Rental Vehicle”. “Loss” includes costs of defense, interest on Judgment, or other expenses paid in defense or investigation of the claim.

N. “Minimum Financial Responsibility” means statutory minimum limits of liability required by law of the applicable jurisdiction to be provided to the “renter” by the owner of the motor vehicle and/or the Auto Rental Company.

O. “Named Insured” means those persons renting a vehicle from the Auto Rental Company or any

additional authorized driver as defined in the “Rental Agreement”, or as required by statute, who has elected under the “Rental Agreement” to purchase optional “Supplemental Excess Liability Insurance” for an additional daily charge as shown in the “Rental Agreement”, but only while occupying the rental vehicle.

P. “Personal Effects” means any personal effects owned by and for the personal use, adornment, or amusement of a person. Personal Effects coverage does not include:

1. Animals or automobiles;
2. Automobile radio and automobile accessories;
3. Personal electronics, including but limited to, personal computers, laptops, ipads, ipods etc.
4. Motorcycles, boats, motors, or other conveyances or their appurtenances;
5. Household furniture;
6. Contact lenses, artificial teeth, or limbs;
7. Currency, coins, deeds, bullion, stamps;
8. Securities, tickets, documents; or
9. Perishables.

Q. “Physician” means a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine within the covered territories of this Agreement.

R. “Policyholder” means the person or entity listed in the Declarations or added by endorsement, who has agreed to the terms and conditions of this Policy.

S. “Policy Period” means the period during which the “Account” may offer coverage under the policy to any “Named Insured” and does not refer to the period during which a “Named Insured” is covered by the policy as stated in the coverage period.

T. “Pollutants” mean 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.

U. "Property Damage" means physical injury to or destruction of tangible property.

V. "Registered Nurse" means a graduate registered nurse (R.N.) other than nurse who ordinarily resides in the home of the Renter; or (b) the spouse, parent, brother, sister, or child of either the Renter or of the Renter's spouse.

W. "Rental Agreement" means any formal written agreement between policyholder, authorized Auto Rental Company or person or corporation added by endorsement and a vehicle renter, stating a period of 30 days or less, setting forth the terms and conditions governing the use of a vehicle provided by the policyholder or authorized third party person or company added by endorsement.

X. "Auto Rental Company" means the "policyholder" or other company added to this policy by endorsement who has vehicles available for rent or provides access to insurance products designed to be used in conjunction with a rented or shared vehicle.

Y. "Rental Vehicle" means the motor vehicle rented or leased by a "Renter" from the Auto Rental Company named in the "Rental Agreement". "Rental Vehicle" includes RV's, UTV's, and ATVs, but only if the Auto Rental Company is authorized by Auto Rental Insurance Group PCS to sell SLI coverage for those types of vehicles. "Rental Vehicle" includes a motor vehicle with a gross weight of 10,000 Lbs. or less, designed for travel on public roads. However, it does not include "mobile equipment", but it does include "mobile recreational vehicles" in excess of 10,000 lbs. and subject to underwriting criteria, as filed with the insurance.

Z. "Renter" means the person or organization that rents or leases a "Rental Vehicle" from the "Auto Rental Company" or "Lessor" and who purchases the Supplemental Excess Liability Insurance, Personal Accident Insurance and/or Personal Effects Insurance. If the Rental Agreement is signed by more than one person, only the person whose signature first appears on the Agreement shall be deemed the Renter.

AA. "Sales Agreement" means the "rental agreement."

BB. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such

damages to which the "insured" must submit or submits with our consent.

CC. "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. The "Ultimate net loss" is limited by the policy limits, which for the supplemental excess liability insurance is the difference between \$500,000 and the total of all other applicable insurance policies, including the primary policy that will provide at least the State Specific Minimum Financial Responsibility Limits and all other applicable insurance policies, including, but not limited to primary, excess or supplemental insurance, however, the Rental Supplemental Excess Liability Policy will only provide coverage after all other valid and applicable insurance policies have been exhausted by payment. The cost of defense, including attorney's fees and case expenses, also reduces the amount of coverage. In addition, the \$50,000 property damage limit is included in the limit described in this paragraph.

DD. "Unauthorized Driver" means any individual who does not have a valid driver's license, does not meet the rental requirements as stated in the "Rental Agreement", is not named on the rental agreement, or is driving without the consent of the Lessor.

EE. "Underlying Insurance" means the insurance or self-insurance described on the Declarations of this policy and all other policies or self-insurance, which provide at least the Minimum Financial Responsibility limits, where the accident occurred, and may have higher limits, and includes all other applicable insurance policies, including primary, excess or supplemental insurance, all of which must provide coverage before this policy provides coverage, including any personal insurance and personal automobile insurance that provides coverage to the renter, any additional driver, or any authorized or unauthorized driver(s). All other applicable insurance policies, including primary, excess, or supplemental insurance, must provide coverage before this Rental Supplemental Excess Liability Policy provides coverage. Any insurance policy covering additional drivers who are driving at the time of loss will be considered primary.

COMMON POLICY CONDITIONS

Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The “policyholder” shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy for non- payment. If that occurs, the last date of coverage will be the last date for which premium payment was received. In that instance, coverage obligations revert to the “policyholder”. Notice of cancellation will be delivered to the “policyholder”.
 - a. If the policy is canceled for nonpayment by the “policyholder”, reinstatement will only occur with written reinstatement from the insurer, remittance of any premium due and a letter of no known losses.
3. Notice of cancellation for any other reason will be delivered to the first Named Insured 30 days before the effective date.
4. We will mail or deliver our notice to the “policyholder’s” last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If this policy is canceled, we will send the “policyholder” any refund due. If we cancel, the refund will be pro-rata. If the “policyholder” cancels, Conditions

8. the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund. If premium is owed at the time of cancellation, the first Named Insured is obligated to pay that premium up to the date of cancellation.

Indemnity will be transferred to the Auto “policyholder” for any “accident” that occurred during a period in which premium was not received.

9. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between the “policyholder” and us concerning the insurance afforded. The “policyholder” shown in the Declarations is authorized to make changes to the terms of this policy with our consent. This policy’s terms can be amended or waived only by written endorsement issued by us and made a part of this policy.

C. Examination Of “Policyholder’s” Books And Records

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

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Report on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or

recommendations and any such actions we do undertake 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. And we do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes, or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports, or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The “policyholder” shown in the Declarations:

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

F. Transfer Of The “Insured’s” Rights And Duties Under This Policy

The “Insured’s” rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If the “Insured” dies, the “Insured’s” rights and duties will be transferred to the “Insured’s” legal representative but

only while acting within the scope of duties as the “Insured’s” legal representative. Until the “Insured’s” legal representative is appointed, anyone having proper temporary custody of the “Insured’s” property, will have the “Insured’s” rights and duties but only with respect to that property.

G. Loss Conditions

1. Duties In The Event Of Accident, Claim Or Suit

- a. In the event of “accident,” claim or “suit” that is likely to involve this Policy, the “policyholder”, the “insured”, **the “renter”**, and anyone who may seek coverage or benefits under this policy, must give us or our authorized representative prompt verbal and written notice of the “accident” no more than 30 days from knowledge of the accident. Notice should 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.
- b. The “policyholder” and the “renter” are obligated to notify us in a timely manner. If the renter notifies the “policyholder”, the “policyholder” is obligated to notify us in a timely manner.
- c. If the “policyholder”, the insured, the renter, and anyone seeking coverage or benefits under this policy fails to provide notice, there is no coverage under the Policy.
- d. Additionally, the “policyholder”, insured, renter and anyone who may seek benefits or coverage under this policy must:
 1. Not assume any obligation, make any payment, or incur any expense without our consent, except at their own expense.

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
4. Defense of the claim or "suit."
5. Authorize us to obtain medical records or other pertinent information.
6. Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
7. Provide any and all witness statements, police reports, damage estimates and any other related documents.

expenses, and/or to settle ends when the Limit of Liability has been exhausted, by payment of judgments, settlements, or defense costs, including but not limited to fees or expenses incurred.

Defense fees, costs, and expenses, whether incurred by "us" or by "the "Insured", which are covered under this policy, are included in "our" limit of liability.

All provisions relating to coverage of "bodily injury" or "property damage" of the immediate "underlying insurance" are considered as part of this policy except any obligation to investigate, defend or pay for such costs and expenses of "the "Insured's" defense. **To the extent that the "underlying insurance" policy language conflicts with this policy, this policy controls with respect to coverage under this policy.**

This policy applies only to "loss" resulting from "bodily injury" or "property damage" that takes place during the policy period.

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

When the obligations of all underlying insurers to defend "the "Insured" against suits or to pay the "Insured's" "defense fees, costs, and expenses stop because their limits of liability have been exhausted, "we" will pay for the reasonable additional defense fees, costs and expenses related to the defense of suits, including providing a defense by counsel of our choice. "Our" duty to defend, to pay reasonable defense fees and

4. Appeals

If an "insured" or "underlying insurer" elects not to appeal judgments in excess of the "minimum financial responsibility liability limits," we may elect to appeal such judgments, at our own expense, but in no event shall our liability for the "ultimate net loss" exceed the Limit of Insurance including expenses incurred in such an appeal.

5. Transfer Of Rights Of Recovery Against Others To Us

- a. If any person or organization to or from 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 "accident" to impair them.
- b. Any recoveries shall be apportioned in the following order

1. To any interest, including an “insured” or the “policyholder,” that may have paid any amount in excess of the applicable Limit Of Insurance;
2. To us for amounts paid under this Policy; and
3. To all other interests, including an “insured” or the “policyholder,” within the “minimum financial responsibility liability limits” with respect to any balance remaining.

c. When we have participated in the exercise of the “insured’s” right of recovery, reasonable costs, and expenses necessary to the recovery shall be apportioned among all interests in the ratio of their respective recoveries. If the attempt to recover is unsuccessful, these costs and expenses shall be apportioned among all interests in the ratio of the amounts each interest sought to recover.

6. Limit of Insurance

Regardless of the number of “named insured’s,” “rental vehicles,” premiums paid, or claims made, the most “we” will pay for “loss” or “damage” is the difference between the limits of liability provided by the “underlying insurance” and any/all other valid and collectible insurance and the limit shown in 4A through 4C as applicable of the Declarations.

7. Underlying Insurance

The underlying insurance or Underlying Self-Insurance shall be maintained by the “account” in full effect during the term of this Policy. This requirement is a condition precedent of coverage. In the event of cancellation or termination of Underlying Insurance or Underlying Self Insurance, this policy will cease to apply at the same time without any further notice from us.

8. Other Insurance

When “the “Insured”, the renter or driver, are covered by insurance other than this policy, including the underlying insurance, the Underlying Self Insurance, and/or any other supplemental, excess, umbrella, or additional insurance, that other insurance is primary or secondary with this policy being the last payor after all primary or secondary insurance. This coverage applies after all other valid and collectible insurance has been utilized and/or exhausted by payment. If any other insurance or self-insurance denies coverage, this policy will not provide coverage.

H. General Conditions

1. Fully Earned Premiums

The premium for this Policy shall be computed on the basis stated in the Declarations. The premiums shall be remitted to us on the basis stated in the Declarations by the “policyholder” 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 us. The “policyholder” shall maintain, and permit our access to examine and audit, the “policyholder’s” books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

2. Attachment of Liability

Liability under this Policy shall not attach until the total limits of all applicable “underlying insurance policies” and/or applicable self- insurance have been exhausted by payment of judgments or settlements and the “insured” has become legally obligated to pay the “ultimate net loss” in excess of such total limits of all applicable “underlying insurance policies” and/or applicable self- insurance.

3. Policy Period, Coverage Territory

Under this Policy, we cover “accidents” occurring:

- a. During the Policy Period shown in the Declarations; and
- b. Within the coverage territory. The coverage territory is as stated in the “rental agreement” and is further limited to:
 1. The United States of America;
 2. Puerto Rico; and
 3. Canada.
- c. Policy territory does not include Mexico. This policy does not provide coverage for covered rental vehicles while in Mexico under any circumstances.

4. Coverage Period

Coverage is effective from the day and hour the “named insured” signs the “rental agreement” until termination of the rental or the return date indicated on the rental contract, whichever is earlier, but not for a period of greater than thirty (30) days.

5. Bankruptcy

Bankruptcy or insolvency of the “insured” or the “insured’s” estate will not relieve us of any obligations under this Policy.

6. 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 in the “Insured’s” State.

7. 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” intentionally conceals or misrepresents a material fact or makes a false statement concerning this Policy.

8. When We Do Not Renew

If we decide not to renew this Policy, we will mail or deliver to the first named “policyholder” shown in the Declarations written notice of the non-renewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

9. Termination

The Insurance of the Renter will terminate at the time the Renter ceases to be a renter or lessee of the Lessor under the Rental Agreement. Termination shall be without prejudice to any claim, originating prior to the date of termination.

10. Assignment

Coverage provided by this policy to any Renter shall not be transferred.

11. Maximum Benefit

The maximum amount payable by “Us” under the PEI coverage policy to an insured is the amount shown on the Declarations Page.

ENDORSEMENT

Endorsement No.: 3

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time,

forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

Notice and Service of Papers

Any notice to be given to Auto Rental Insurance Group PCS or legal papers to be served to Auto Rental Insurance Group PCS, Inc., must be served on Mintzer Sarowitz Zeris Ledva & Meyers, LLP, 2070 Springdale Road Suite 400 Cherry Hill, NJ 08003.

ENDORSEMENT

Endorsement No.: 4

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time,

forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

Laws, Policies and Judgements

A maximum aggregate liability limit of \$1,000 per incident is included in this policy in the event that there is, or is instituted, a local, county, state or federal law, policy or judgement that interprets, implies or attempts to make this policy provide any coverage other than the intended, which is supplemental (last payor) insurance, to an authorized driver of a rented/shared vehicle from an authorized rental/sharing operation.

ENDORSEMENT

Endorsement No.: 5

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time, forms a

part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

SEXUAL AND/OR PHYSICAL ABUSE EXCLUSION

This endorsement modifies the insurance provided.

This policy does not apply to any injury sustained by any person arising out of or resulting from Sexual and/or Physical abuse by:

- a. Any Policyholder, insured, additional insured or renter of an auto or vehicle provided through a rental agreement with an authorized Auto Rental Company or Agency; or
- b. Any of "insured's" Employees or Employees of an authorized Auto Rental Company or Agency; or
- c. Any person performing volunteer services for "insured" on "insured's" behalf or for an authorized Auto Rental Company or Agency, or

We shall not have any duty to defend any suit against "insured" seeking Damages on account of any such injury.

The intent of this endorsement is to exclude all claims involving injury sustained by a person, including emotional distress, arising out of Sexual and/or Physical abuse including but not limited to Sexual and/or Physical abuse caused by negligent employment, investigation, supervision, or reporting to the proper authorities, or failure to so report, or

retention of a person for whom any insured is ever was legally responsible.

The following Definitions are added to the policy:

1. Sexual and/or Physical abuse means sexual or physical injury or abuse, including but not limited to assault and battery, negligent or deliberate touching, corporal punishment, and mental abuse.
2. Employee means any person, other than a Person insured, in "insured's" employment, including but not limited to:
 - a. persons with child caring responsibilities;
 - b. Attendants;
 - c. janitors;
 - d. bus drivers; and
 - e. volunteer workers.
3. Damages mean all damages, including damages for death, which are payable because of injury to which this insurance applies.

All other terms and conditions remain unchanged.

ENDORSEMENT

Endorsement No.: 6

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time,

forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damage also includes any damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim failing within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

ENDORSEMENT

Endorsement No.: 7

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time,

forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies the insurance provided.

- I. The insurance does not apply:
- A. Under any Liability Coverage, to “bodily injury” or “property damage”:
- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Liability Coverage to “bodily injury” or “property damage” resulting from “hazardous properties” of “nuclear material”, if:
- (1) The “nuclear material” (a) is at any “nuclear facility” owned by, or operated by or on behalf of, an insured or (b)

has been discharged or dispersed therefrom;

- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic, or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore, processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing, or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

ENDORSEMENT

Endorsement No.: 8

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time, forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL EXCLUSION

The following exclusion is added to the policy under Coverage Forms, Section 1. Supplemental Excess Liability Coverage, Section E. Exclusions:

“Any and all damages related to pain and suffering, including but not limited to physical and mental anguish, physical pain, emotional and psychological trauma are excluded under this policy.”

ENDORSEMENT

Endorsement No.: 9

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard

time, forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

EXPANDED DEFINITION

In Section IV – Definitions, the definition of “Ultimate Net Loss” is amended to the following:

“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. The “Ultimate net loss” is limited by the policy limits, which for the supplemental excess liability insurance is the difference between \$500,000, with a \$100,000 maximum limit per person, and the total of all other applicable insurance policies, including the primary policy that will provide at least the State Specific Minimum Financial Responsibility Limits and all other applicable insurance policies, including, but not limited to primary, excess or supplemental insurance, however, the Rental Supplemental Excess Liability Policy will only provide coverage after all other valid and applicable insurance policies have been exhausted by payment. The cost of defense, including attorney’s fees and case expenses, also reduces the amount of coverage. In addition, the \$50,000 property damage limit is included in the limit described in this paragraph.

ENDORSEMENT

Endorsement No.: 10

This endorsement, effective on the 1st day of October 2023 at 12:01 a.m. standard time, forms a part of: Policy No.: ARIG-SLI-10-001185-03

Issued to: Car Rental Association, Inc.
P.O. Box 15236
Surfside Beach, SC 29578

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

Additional Policyholder

Various Valid Certificate Holders and Additional Insureds including Additional Policyholders to be added here by this endorsement with Authorized Representative signature.

Brown & Brown of Kentucky, Inc. c/o MBA Insurance of AZ,
Including all registered and qualified members.
7600 N. 16th Street,
Suite 145
Phoenix, Arizona
85020

Authorized Products include: Supplemental Liability Insurance and Personal Accident/Personal Effects Insurance.



Authorized Representative