

**National Specialty Insurance Company**  
1900 L. Don Dodson Drive  
Bedford, TX 76021  
800-877-4567

Administered by:  
**KNIGHT MANAGEMENT**  
INSURANCE SERVICES, LLC  
4751 Wilshire Boulevard, Suite 111  
Los Angeles, CA 90010  
(888) 333-8198

POLICY NUMBER: **SLINSCA000269**

**AUTOMOBILE RENTAL LIABILITY EXCESS POLICY**  
**DECLARATIONS PAGE**

**NAMED INSURED and Address (POLICYHOLDER)**

SASVE International, Inc.  
DBA: Sprinter Rentals  
6160 Radio Drive  
San Diego, CA 92114

**Producer:**

Sonoran National Insurance Group  
7502 E. Pinnacle Peak Road, Ste B-210  
Scottsdale, AZ 85255

**The NAMED INSURED is a:**

Individual     Partnership     Corporation     Joint Venture     Other

**POLICY PERIOD**

EFFECTIVE DATE: November 9, 2016

EXPIRATION DATE: December 1, 2017

(12:01 am at the address of the NAMED INSURED as stated herein)

**All Coverages are Excess of any other applicable insurance:**

**Section I:** The difference between the elected Combined Single Limit for each accident, and the higher of state required Financial Responsibility Limits or underlying policy limits.

**Section IV:** \$100,000 Combined Single Limit excess of the state required minimum UM limits or other underlying insurance.

**Combined Single Limits:**

- \$300,000
- \$500,000
- \$1,000,000

**PREMIUM**            \$ 27.36 Premium Rate per day of rental  
                          \$ \_\_\_\_\_ Premium Rate per hour of rental  
                          \$ \_\_\_\_\_ UM Premium Rate per day of rental  
                          \$ \_\_\_\_\_ UM Premium Rate per hour of rental

The Premium shall be calculated monthly and shall be equal to the sum of the applicable rate per day or hour. Hourly rates apply if car rental is for a period of less than 8 hours; otherwise daily rate applies.

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this Policy at the time of issue:

Authorized Countersignature: *Teresa K. Quale*

# AUTOMOBILE RENTAL LIABILITY EXCESS POLICY

(RENTAL CAR COMPANIES ONLY)

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 Company named in the Declarations. In addition, certain words or phrases that appear in bold type have special meaning. Refer to **SECTION III – DEFINITIONS**.

## SECTION I – EXCESS LIABILITY COVERAGE

### A. COVERAGE

We will pay the ultimate net loss, in excess of the minimum financial responsibility liability limits, 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 becomes effective during the policy period; and
3. Excess rental liability insurance has been elected by the renter at the origin of the rental agreement.

### B. WHO IS AN INSURED

Only the following are insureds under this excess policy:

1. The named insured shown in the Declarations; and
2. The renter who has:
  - a. Entered into a rental agreement with the named insured shown in the Declarations; and
  - b. Elected under the rental agreement to purchase optional excess rental liability insurance.
3. Additional authorized drivers as defined herein.

### C. WHO IS AN AUTHORIZED DRIVER

1. Only the following are authorized drivers under this excess policy:

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

2. Any driver who does not meet one of the conditions in Item C. a. of this section 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 for the minimum financial responsibility liability limits.

### D. LIMIT OF INSURANCE

Regardless of the number of insured's, 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 and defense costs, resulting from any one accident, is the difference between the dollar amount shown on the Declarations and the minimum financial responsibility liability limits or limit of any other underlying 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 in violation of law;
  - c. For any illegal purpose;
  - d. To carry persons or property for hire;
  - e. To tow or propel any other auto;
  - f. In any race, contest, or training activity; or
  - g. Off-road or on unpaved roads that are not regularly maintained.
2. Liability arising out of, or benefits payable under, any uninsured or underinsured motorist law, personal injury protection or other first party benefit law or no-fault law, or any similar law, in any jurisdiction.
3. Bodily injury to the renter or any family member, if such family member resides in the same household with the renter and any authorized driver while driving the rental vehicle.
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 workers' compensation, disability benefits or unemployment compensation law or any similar law.
7. Bodily injury to:
  - a. An employee of the insured arising out of and in the course of employment by the insured; or
  - b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

  - (1) Whether the insured may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to bodily injury to domestic employees not entitled to workers compensation benefits.
8. Bodily injury to any fellow employee of the insured 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 in the insured's care, custody or control.
10. Bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:
  - a. That are, or that are contained in any property that is:
    - (1) Being transported or towed by, or handled for movement into, onto or from the rental vehicle;
    - (2) Otherwise in the course of transit; or
    - (3) Being stored, disposed of, treated or processed in or upon the rental vehicle;
  - b. Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the insured for movement into or onto the rental vehicle; or
  - c. After the pollutants or any property in which the pollutants are contained are moved from the rental vehicle to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph 10.a.(3) 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 rental vehicle or its parts, if the pollutants escape or are discharged, dispersed or released directly from an auto part designed by its manufacturer to hold, store, receive or dispose of such pollutants.

Paragraphs 10.b. and 10.c. of this exclusion do not apply if:

- a. 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 rental vehicle; and
- b. The discharge, dispersal, 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 you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

12. Bodily injury or property damage excluded by NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Farm) IL 00 21 made a part herein.

**SECTION II – CONDITIONS**

**A. 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, we must provide a copy of the policy to the insured at their last known mailing address.
- b. In the event of accident, claim, or suit that is likely to involve this policy, that named insured or the insured must give us or our authorized representative prompt notice of the accident include:

- (1) How, when and where the accident occurred;
- (2) The insured's name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Notice to the named insured by the insured constitutes notice to us.

If we show that the insured's failure to provide notice prejudices our defense, there is no coverage under the policy.

- c. Additionally, the insured and any other involved insured must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the Insured's own cost.
  - (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or suit.
  - (3) Cooperate with us in the investigation. Settlement or defense of the claim or suit.
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

**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**

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

If we provide defense we will pay, with respect to any claim or suit:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments in any suit we defend, but only for bond amount within our limit of liability.
- d. All reasonable expenses incurred by the insured at our request, including actual loss of earning up to \$100 a day because of time off from work.
- e. All costs taxed against the insured in any suit we defend.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment in any suit we defend; but our duty to pay interest ends

when we have paid, offered to pay or deposited in court the part of the judgment that is within our limit of liability.

These payments will apply toward the limit of insurance.

**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 plus expenses incurred in such an appeal.

**B. GENERAL CONDITIONS**

**1. PREMIUM**

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

**2. ATTACHMENT OF LIABILITY**

Liability under this policy shall not attach until all applicable limits 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 all applicable underlying insurance including but not limited to minimum financial responsibility liability limits.

**3. CANCELLATION OR NON-RENEWAL**

- a. The named insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel or non-renew as follows:
  - (1) Cancellation
    - (a) We may cancel this policy by mailing or delivering to the named insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
    - (b) If this is not a renewal or continuation policy, and if it has been in effect for 80 or fewer days, we may cancel for any reason.
    - (c) If this is a renewal or continuation policy, or if it has been in effect for more than 60 days in the initial policy period, we may cancel only for one or more of the following reasons:
      - (i) Fraud in obtaining coverage;

- (ii) Failure to pay premiums when due;
- (iii) An increase in hazard within of the control of the named insured which would produce an increase in rate;
- (iv) Loss of our reinsurance covered by the policy; or
- (v) If we have been placed in supervision, conservatorship, or receivership and the cancellation or non-renewal is approved or directed by the supervisor, conservator, or receiver.

**(2) Non-Renewal**

- (a) We may elect not to renew this policy by mailing or delivering to the named insured written notice of non-renewal, stating the reason for non-renewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61<sup>st</sup> day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed on the bases stated in the Declarations.
- (b) If notice is mailed, proof of mailing will be sufficient proof of notice.

We may not cancel or non-renew based solely on the fact that the named insured is an elected official.

- c. We will mail or deliver our notice to the named insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.
- f. Cancellation or non-renewal of the policy will not affect the right of an insured where excess rental liability insurance had been elected under a rental agreement while the policy was in force. In that case, coverage will continue until termination of any such rental agreement.

**4. COVERAGE TERRITORY**

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

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Canada.

**5. OTHER INSURANCE**

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the

applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

**6. BANKRUPTCY**

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligations under this policy.

**7. 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.

**8. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY**

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

**9. CHANGES**

This policy contains all the agreements between the named insured and us concerning the insurance afforded. The Named insured shown in the Declaration is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**10. 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 concerning this policy.

**SECTION III – DEFINITIONS**

- A. **Accident** includes continuous or repeated exposure to the same conditions resulting in bodily injury or property damage.
- B. **Authorized driver** means any person qualifying as an authorized driver in the WHO IS AN AUTHORIZED DRIVER provision – (Section 1 Part C).
- C. **Auto** means a motor vehicle of the private passenger type including passenger vans,

minivans and pick-up trucks that are primarily intended for the transport of persons (Does not include any vehicle over 6000 lbs. except for recreational vehicles rented by an insured)

- D. **Bodily injury** means bodily injury, sickness or disease sustained by a person including death resulting from these.
- E. **Excess rental liability insurance** means optional excess liability coverage effected by a renter and for which premium is paid.
- F. **Family member** means a person who is a resident of the insured's household and related to the insured by blood, marriage or adoption. This definition includes a ward or foster child who is a resident of the insured's household, and also includes the insured's spouse even when not a resident of the insured's household during a period of separation in contemplation of divorce.
- G. **Insured** means any person qualifying an insured in the WHO IS AN INSURED provision – (Section I Part B). 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 brought.
- H. **Minimum financial responsibility liability limits** means the minimum coverage amounts for financial responsibility as required by the applicable jurisdiction.
- I. **Named Insured or Policy Holder** mean the person on the Declarations, who has agreed to the terms and conditions of this policy.
- J. **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.
- K. **Property damage** means physical injury to or destruction of tangible property including any resulting loss of use of that property.
- L. **Rental agreement** means any written agreement entered into setting forth the terms and conditions governing the use of a vehicle provided by the rental car company.
- M. **Rental vehicle** means the auto rented or leased by the renter from the named insured and described in the rental agreement.
- N. **Renter** means any person obtaining the use of an auto from the named insured (rental car company or its franchisee) under the terms of a rental agreement.
- O. **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 submit with our consent.
- P. **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.
- Q. **Underlying insurer** means the insurance company or the certified self-insurer who provides the minimum financial responsibility liability limits. This includes any insurance available to the renter

**SECTION IV – UNINSURED MOTORISTS INSURANCE**

**A. COVERAGE**

The Company will pay all sums which the insured or his legal representative shall be legally entitled to recover as damages from the owner or operator of an uninsured highway vehicle because of bodily injury sustained by the insured, caused by accident and arising out of ownership, maintenance or use of such uninsured highway vehicle; provided, for the purposes of this coverage, determination as to whether the insured or such representative is legally entitled to recover such damages, and if so the amount thereof, shall be made by agreement between the insured or such representative and the company or, if they fail to agree, by arbitration.

No Judgment against any person or organization alleged to be legally responsible for the bodily injury shall be conclusive, as between the insured and the company, of the issues of liability of such person or organization or of the amount of damages to which the insured is legally entitled unless such judgment is entered pursuant to an action prosecuted by the insured with the written consent of the Company.

**B. EXCLUSIONS**

This insurance does not apply:

1. to bodily injury to an insured with respect to which such insured, his legal representative or any person entitled to payment under this insurance shall, without written consent of the company, make any settlement with any person or organization who may be legally liable therefor,
2. to bodily injury to an insured while occupying a highway vehicle (other than an insured highway vehicle) owned by the named insured or designated insured, or any relative resident in the same household as the named or designated insured, or through being struck by such a vehicle, but this exclusion does not apply to the named insured or his relatives while occupying or if struck by a highway vehicle owned by a designated insured or his relatives;
3. so as to inure directly or indirectly to the benefit of any workmen's compensation or disability benefits carrier or any person or organizations qualifying as a self-insurer under any workmen's compensation or disability benefits law or any similar law.
4. To bodily injury or property damage caused intentionally by or at the direction of an insured.

**C. PERSONS INSURED**

Each of the following is an insured under this insurance to the extent set forth below:

1. the named insured and any designated insured and while residents of the same household, the spouse and relatives of either,
2. any other person while occupying an insured highway vehicle; and

3. any person, with respect to damages he is entitled to recover because of bodily injury to which this insurance applies sustained by an insured under (a) or (b) above.

The insurance applies separately with respect to each insured, except with respect to the limits of the company's liability.

**D. LIMITS OF LIABILITY**

Regardless of the number of (1) persons or organizations who are insureds under this policy, (2) persons who sustain bodily injury (3) claims made or suits brought on account of bodily injury, or (4) highway vehicles to which this policy applies,

1. The limit of liability stated in the declarations as applicable is the limit of the company's liability for all damages because of bodily injury sustained by one person or more persons as the result of any one accident and subject to the above provision respecting the limit of liability stated in the declarations.
2. Any amount payable under the terms of this insurance because of bodily injury sustained in an accident by a person who is an insured under this coverage shall be reduced by
  - (a) all sums paid on account of such bodily injury by or on behalf of:
    - i. the owner or operator of the uninsured highway vehicle and
    - ii. any other person or organization jointly or severally liable together with such owner or operator for such bodily injury.  
Including all sums paid under the bodily injury liability coverage of the policy, and
  - (b) the amount paid and the present value of all amounts payable on account of such bodily injury under any workmen's compensation law, disability benefits law or any similar law
3. Any payment made under this insurance to or for any insured shall be applied in reduction of the amount of damages which he may be entitled to recover from any person or organization who is an insured under the bodily injury liability coverage of the policy.
4. The company shall not be obligated to pay under this insurance that part of the damages which the insured may be entitled to recover from the owner or operator of an uninsured highway vehicle which represents expenses for medical services paid or payable under the medical payments coverage of the policy.

**E. POLICY PERIOD; TERRITORY**

This insurance applies only to accidents which occur during the policy period and within the United States of America, its territories or possessions, or Canada.

**F. ADDITIONAL DEFINITIONS**

When used in reference to this insurance (including endorsements forming a part of the policy):

**designated insured** means an individual named in the schedule under Designated Insured;

**highway vehicle means** a land or motor vehicle or trailer other than

1. a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads,
2. a vehicle operated on rails or crawler-treads, or
3. a vehicle while located for use as a residence or premises;

**hit and run vehicle means** a highway vehicle which causes bodily injury to an insured arising out of physical contact of such vehicle with the insured or with a vehicle which the insured is occupying at the time of the accident, provided:

1. there cannot be ascertained the identity of either the operator or owner of such highway vehicle;
2. the insured or someone on his behalf shall have reported the accident within 24 hours to a police, peace or judicial officer or to the Commissioner of Motor Vehicles, and shall have filed with the company within 30 days thereafter a statement under oath that the insured or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity is unascertainable, and setting forth the facts in support thereof; and
3. at the company's request, the insured or his legal representative makes available for inspection the vehicle which the insured was occupying at the time of the accident;

**Insured highway vehicle** means a highway vehicle:

1. described as an insured highway vehicle to which the bodily injury liability coverage of the policy applies;
2. while temporarily used as a substitute for an insured highway vehicle as described in subparagraph (a) above, when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
3. while being operated by the named or designated insured or by the spouse of either if a resident of the same household;

but the term "**insured highway vehicle**" shall not include

- (i) a vehicle while used as a public or livery conveyance, unless such use is specifically declared and described in this policy;

- (ii) a vehicle while being used without the permission of the owner
- (iii) under subparagraphs (b) and (c) above, a vehicle owned by the named insured, and designated insured or any resident or the same household as the named or designated insured; or
- (iv) under subparagraph (b) and (c) above, a vehicle furnished for the regular use of the named insured or any resident of the same household;

**occupying** means in or upon or entering into or alighting from.

**State** includes the District of Columbia, a territory or possession of the United States, and a province of Canada.

**uninsured highway vehicle** means

1. a highway vehicle with respect to the ownership, maintenance or use of which there is in at least the amounts specified by the financial responsibility law of the state in which the insured highway vehicle is principally garaged, no bodily injury liability bond or insurance policy applicable at the time of the accident with respect to any person or organization legally responsible for the use of such vehicle, or with respect to which there is a bodily injury liability bond or insurance policy applicable at the time of the accident, but the company writing the same denies coverage thereunder or is or becomes insolvent; or
2. a hit and run vehicle;

but the term "**uninsured highway vehicle**" shall not include;

- (i) an insured highway vehicle,
- (ii) a highway vehicle which is owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier law or any similar law,
- (iii) a highway vehicle which is owned by the United States of America, Canada, a state, a political subdivisions of such government or an agency of any of the foregoing.

**G. ADDITIONAL CONDITIONS**

**1. Premium**

If during the policy period the number of insured highway vehicles owned by the named insured or spouse or the number of dealer's license plates issued to the named insured changes, the named insured shall notify the company during the policy period of any change and the premium shall be adjusted in accordance with the manuals in use by the company. If the earned premium thus computed exceeds the advance premium paid, the named insured shall pay the excess to the company, if less, the company shall return to the named insured the unearned portion paid by such insured.

**2. Proof of Claim; Medical Reports**

As soon as practicable, the insured or other person making claims shall give to the company written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries, treatment, and other details entering into the determination of the amount payable hereunder. The insured and every other person making claim hereunder shall submit to examinations under oath by any person named by the company and subscribe the same, as often as may reasonably be required. Proof of claim shall be made upon forms furnished by the company unless the company shall have failed to furnish such forms within fifteen days after receiving notice of claim.

The injured person shall submit to physical examinations by physicians selected by the company when and as often as the company may reasonably require and he, or in the event of his incapacity his legal representative, or in the event of his death his legal representative or the person or person entitled to sue therefor, shall upon each request from the company execute authorization to enable the company to obtain medical reports and copies of records.

**3. Assistance and Cooperation of Insured**

After notice of claim under this insurance, the company may require the insured to take such action as may be necessary or appropriate to preserve his right to recover damages from any person or organization alleged to be legally responsible for the bodily injury, and in any action against the company, the company may require the insured to join such person or organization as a party defendant

**4. Notice of Legal Action**

If, before the company makes payment of loss hereunder the insured or his legal representative shall institute any legal action for bodily injury against any person or organization legally responsible for the use of a highway vehicle involved in the accident, a copy of the summons and complaint or other process served in connection which such legal action shall be forwarded immediately to the company by the insured or his legal representative.

**5. Other Insurance**

With respect to bodily injury to an insured while occupying a highway vehicle not owned by the named insured, this insurance shall apply only as excess insurance over any other similar insurance available to such insured and applicable to such vehicle as primary insurance, and this insurance shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of such other insurance.

Except as provided in the foregoing paragraph, if the insured has other similar insurance available to him and applicable to the accident, the damages shall be deemed

not to exceed the higher of the applicable limits of liability of this insurance and such other insurance, and the company shall not be liable for a greater proportion of any loss to which this coverage applies than the limit of liability hereunder bears to the sum of the applicable limits of liability of this insurance and such other insurance.

**6. Arbitration**

If any person making claim hereunder and the company do not agree that such person is legally entitled to recover damages from the owner or operator of an uninsured highway vehicle because of bodily injury to the insured, or do not agree as to the amount of payment which may be owing under this insurance, then upon written demand of either, the matter or matters upon which such person and the company do not agree shall be settled by arbitration, which shall be conducted in accordance with the rules of the American Arbitration Association unless other means of conducting the arbitration are agreed to between the insured and the company, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Such person and the company each agree to consider itself bound and to be bound by any award made by the arbitrators pursuant to this insurance.

**7. Trust Agreement**

In the event of payment to any person under this insurance:

- (a) the company shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the bodily injury because of which such payment it made;
- (b) such person shall hold in trust for the benefit of the company all rights of recovery which he shall have against such other person or organization because of the damages which are the subject of claim made under this insurance;
- (c) such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such rights;
- (d) if requested in writing by the company, such person shall take, through any representative designated by the company, such action as may be necessary or appropriate to recover such payment as damages from such other person or organization, such action to be taken in the name of such person; in the event of a recovery, the company shall be reimbursed out of such recovery for expenses, costs and attorneys fees incurred by it in connection therewith;
- (e) no action may be filed against us with respect to uninsured motor vehicle coverage unless, within one year from the date of the accident suit for bodily injury has been filed in the proper court against the uninsured motorist or an agreement as to the amount due under the policy has been concluded or the



**AUTO RENTAL EXCESS LIABILITY**

insured or his representative has demanded arbitration in writing.  
(f) such person shall execute and deliver to the company such instruments and papers as may be appropriate to secure the rights and obligations of such person and the company established by this provision.

- (b) if the insured be a minor to his parent or guardian, or
- (c) if the insured be deceased to his surviving spouse, otherwise
- (d) to a person authorized by law to receive such payment or to a person legally entitled to recover the damages which the payment represents.

**8. Payment of Loss by the Company**

Any amount due hereunder is payable  
(a) to the insured, or

provided the company may at its option pay any amount due hereunder in accordance with division (d) hereof.

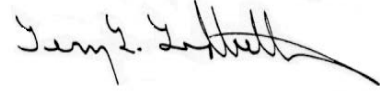
IN WITNESS WHEREOF, the company has caused this policy to be signed by its president and secretary but this policy shall not be valid unless completed by the attachment hereto of a declarations page and countersigned on the aforesaid declarations page by a duly authorized representative of the company.

All other terms, exclusions and conditions of this policy remain unchanged.



---

**Secretary**



---

**President**