



- (2) Provide us with records and documents we request and permit us to make copies; and
- (3) Provide one or more written or recorded statements, including examination(s) under oath and sign and swear to them;
- e. Send to us, within thirty (30) days after our request, your signed, sworn proof of loss that sets forth, to the best of your knowledge and belief:
  - (1) The time and cause of loss or damage;
  - (2) Other insurance that may cover the loss;
  - (3) Changes in title or occupancy of the property during the term of the "coverage period"; and
  - (4) The inventory of damaged personal property described in paragraph 1.c. above.
- 2. APPRAISAL: If we and the "insured" do not agree on the amount of loss or damage, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will determine separately the actual cash value and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two appraisers and/or the umpire will be binding. Each party will:
  - a. Pay its chosen appraiser; and
  - b. Pay one half of the expense of the umpire.
- 3. LEGAL ACTION AGAINST US: No one may bring a legal action against us under this Coverage Form until:
  - a. There has been full compliance with all the terms of this Coverage Form; and
  - b. The action is brought within one (1) year after the "coverage period" has ended.
- 4. LOSS PAYMENT: We will not be liable for more than the actual cash value of the property at the time the loss or damage occurs. The loss or damage shall be ascertained or estimated according to such actual cash value with a proper deduction for depreciation. In no event shall the loss or damage exceed what it would cost to repair or replace the same with material of like kind and quality.

**SECTION III - DEFINITIONS**

- A. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads.
- B. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- C. "Cargo" means personal property owned by the "insured".
- D. "Certificate holder" means the person or organization, franchisee, licensee, or association member listed as an additional "policyholder" on a Certificate of Insurance.
- E. "Coverage period" means the period of time the "rental agreement" is in effect for the rental "truck" and the "rentee".
- F. "Family member" means a person related to you by blood, marriage or adoption who is a permanent resident of your household, including a ward or foster child.
- G. "Insured" means the person or organization qualifying as an insured in the WHO IS AN INSURED provision of SECTION I, Part B.
- H. "Policyholder" means the person or organization listed in ITEM 1 of the Declarations, or its subsidiaries.
- I. "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant, or carcinogen including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, conditioned or reclaimed.
- J. "Property damage" means damage to or loss of use of tangible property.

- K. "Rental agreement" means the rental contract by which the "rentee" rents or leases the rental "truck".
- L. "Rentee" means the person or organization who rents or leases a motor vehicle from the "policyholder" or "certificate holder".
- M. "Truck" means the motor vehicle other than, a private passenger motor vehicle rented or leased by the "rentee" from the "policyholder" or "certificate holder".

**STATE SPECIFIC INFORMATION**

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

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

**MARYLAND NOTICE:** “You may not need the automobile insurance offered by the Rental Operator. Your automobile insurance policy may provide coverage for your liability while operating a rental vehicle. You should check the terms and conditions of your automobile insurance policy to determine if coverage is provided for this rental. The purchase of insurance is not required as a condition of renting an automobile. In addition, if you are driving this rental vehicle due to an accident or repairs, state law may require your personal automobile liability policy to provide coverage and purchase of any excess liability coverage may duplicate coverage required by law to be provided by the owner of the rental vehicle.”

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

**NEBRASKA** - Benefits are primary to any other like coverage.

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

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

**SOUTH CAROLINA** – Dispute Resolution Notice: Disputes involving insurance must first be handled with the vehicle rental company and insurers. If the dispute cannot be resolved, the "rentee" may contact the South Carolina DOI Consumer Services Division at 1-800-768-3467.

**SOUTH DAKOTA** - Benefits are primary to any other like coverage.

**APPLICABLE STATE LICENSE NUMBER**

**OPTIONAL CARGO AND TOWING INSURANCE**

**CARGO INSURANCE SUMMARY**

Cargo insurance provides the "rentee" protection for their furniture and possessions while renting a "truck".

**Cargo insurance provides \$12,500 maximum limit per occurrence, subject to a \$100 deductible**, applied during the term of the "rental agreement". This insurance provides coverage from the time your furniture and possessions are loaded in or on the covered "truck" until it is unloaded at your final destination. Your furniture and possessions are protected against direct and accidental loss or damage from:

- Fire
- Windstorm
- Hail
- Landslide
- Cyclone
- Tornado
- Explosion
- Flood
- Collision
- "Truck" Overturn

This insurance is available only when renting a "truck" to move your household goods.

**TOWING INSURANCE SUMMARY**

Towing coverage provides protection against collision damage during the "coverage period" for an "auto" while being, towed by a covered rental "truck", or transported by an approved tow dolly or trailer.

Towing coverage is only available if you have elected in writing on the "rental agreement" to purchase and have paid for this coverage.

**Towing coverage provides \$20,000 maximum limit per occurrence, subject to a \$500 deductible.**

**IN THE EVENT OF AN ACCIDENT:**

- 1. Contact the police immediately.
- 2. Contact your rental agent and advise them of an accident.

**TO FILE A CLAIM:**

- 1. Contact your rental agent for a claim form.
- 2. Complete the claim form and send it, along with a copy of your "rental agreement" and a copy of the police report to:

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

**THIS COVERAGE SUMMARY IS NOT A STATEMENT OF CONTRACT, NOR IS IT A COMPLETE DESCRIPTION OF THE COVERAGES, EXCLUSIONS, CONDITIONS AND DEFINITIONS FOUND WITHIN THE COMPLETE POLICY. THERE MAY BE ADDITIONAL EXCLUSIONS OR CONDITIONS THAT APPLY.**

**THIS SUMMARY OF COVERAGE CONTAINS CERTAIN PROVISIONS THAT MAY NOT BE APPLICABLE IN ALL STATES. A COPY OF EACH POLICY IS AVAILABLE FOR REVIEW UPON REQUEST TO THE RENTAL OPERATOR.**

**THIS COVERAGE MAY DUPLICATE OTHER COVERAGE ALREADY AVAILABLE TO YOU UNDER YOUR OWN PERSONAL AUTO INSURANCE POLICY OR OTHER INSURANCE AVAILABLE TO YOU. THE PURCHASE OF THIS INSURANCE IS NOT REQUIRED TO RENT A VEHICLE.**

**EMPLOYEES, AGENTS OR ENDORSEES OF RENTAL OPERATOR ARE NOT QUALIFIED TO EVALUATE THE ADEQUACY OF YOUR EXISTING COVERAGE.**

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

## **CARGO & TOWING INSURANCE COVERAGE SUMMARY**

Throughout the coverage summary the words "we", "us" or "our" refer to the Insurance Company. The words "you" or "your" refer to the Insured. Certain words or phrases identified by quotation marks are defined in SECTION III - DEFINITIONS.

### **SECTION I - CARGO AND TOWING INSURANCE**

#### **A. COVERAGE**

We will pay for all direct and accidental loss or damage to an "insured's" "cargo" while transported in or on a covered "truck" during the "coverage period" if caused by fire, windstorm, cyclone, tornado, hail, explosion, flood due to rising water, overturn of "truck", landslide or collision; except as stated below in the Exclusions. Our liability will not exceed the maximum limit shown in this coverage summary.

We will pay for collision damage during the "coverage period" to an "insured's" "auto" while being attached to, towed by or being detached from a "truck" or loaded onto, transported by or unloaded from a tow dolly or trailer rented or leased from the "policyholder" or "certificate holder".

#### **B. WHO IS AN INSURED**

1. The following are "insureds":
  - a. A "rentee" who has:
    - (1) Entered into a "rental agreement" with the "policyholder" or "certificate holder"; and
    - (2) Elected in writing on the "rental agreement" to purchase and has paid for the optional Cargo Coverage.
  - b. Any "family member" of the "rentee" while traveling with the "rentee" during the "coverage period"; and
  - c. Additional drivers expressly authorized by the "policyholder" or "certificate holder" whose names appear on the "rental agreement".
2. NONE of the following are "insureds" under the policy:
  - a. The "policyholder", "certificate holder" or the owner of the rental vehicle;
  - b. Any employee, agent or "family member" of the "policyholder", "certificate holder", or owner of the rental "truck"; or
  - c. Anyone not specifically defined under paragraph B.1.

#### **C. LIMIT OF INSURANCE**

1. **Cargo:** Regardless of the number of "insureds" or claims made, or numbers of incidents occurring during the "coverage period" the most we will pay for all direct and accidental loss or damage to "cargo" occurring during the "coverage period" is the limit shown on the coverage summary, minus the deductible.
2. **Towing:** Regardless of the number of "insureds" or claims made, the most we will pay for any one loss is the limit shown in the coverage summary, minus the deductible.

#### **D. EXCLUSIONS**

We will not pay for loss or damage:

- a. Caused by ice, snow, seepage, leakage, rain, dampness or moisture of any kind or from any source except as a direct result of a covered peril;
- b. Sustained by motor vehicles, motorcycles, mopeds, all terrain vehicles and snowmobiles;
- c. To accounts, bills, jewelry, furs, precious stones, antiques, objects of art, stamps, currency, deeds, evidence of debt, contracts, money, notes, negotiable instruments securities;
- d. Caused by neglect of the "insured" to take all reasonable means to save and preserve the "cargo" after any loss insured against;
- e. Caused by spoilage, discoloration, mold, rust, frost, rot, souring, steam, or changes in flavor, except when the same is the direct result of a covered peril;
- f. Arising out of: (1) Loading or unloading of the "truck"; (2) Collision of the "truck" with a towed vehicle; (3) Contact of any article or object being transported with any other object except as a result of collision of the "truck";
- g. Due to theft, robbery or mysterious disappearance;
- h. If: (1) The "insured" or driver of the "truck" steals or converts the "truck"; (2) The "insured" or driver uses the "truck" for business or commercial purposes; (3) The "insured" or driver has given a fictitious name or false address to the "policyholder" and/or "certificate holder", its affiliates, their agent, servant or other employee; or (4) The "truck" is otherwise obtained by fraud or misrepresentation;
- i. War And Military Action
  - (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- j. Due to death or destruction of animals;
- k. Arising out of the use, operation, or maintenance of the "truck" when it is in violation of the terms and conditions of the "rental agreement";
  - l. Due to loss of use, delay or other consequential loss;
  - m. Caused by:
    - (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharged, dispersal, release, seepage or escape of "pollutants":
      - (a) That are, or that are contained in any property that is:
        - (i) Being transported or towed by, or handled for movement into, onto or from, the covered "truck";
        - (ii) Otherwise in the course of transit by the "insured"; or
        - (iii) Being stored, disposed of, treated or processed in or upon the covered "truck".

- (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 "truck"; or
  - (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "truck" to the place where they are finally disposed or abandoned by the "insured".
- (2) Any loss, cost or expense arising out of any government direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants".

Paragraph m.(1) (a) (iii) 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 "truck" or its parts, if:

- (1) The "pollutants" escape or are discharged, dispersed, seep or released directly from a "truck" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants".

Paragraph m.(1)(a) and (b) of this definition do not apply if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are overturned or damaged as a result of maintenance or use of a covered "truck"; and
  - (2) The discharge, dispersal, release, seepage or escape of the "pollutants" is caused directly by such overturn or damage.
- n. Arising out of the use, operation, or maintenance of the "truck" when it is in violation of the terms and conditions of the "rental agreement";
  - o. Due to loss of use, delay or other consequential loss.

## **SECTION II - CONDITIONS**

### **A. GENERAL CONDITIONS**

1. **CHANGES:** The policy together with the "rental agreement" constitutes the entire contract of insurance. No agent has authority to change the policy or waive any of its provisions.
2. **COVERAGE TERRITORY:** We will cover loss or damage to "cargo" that occur during the "coverage period" within the United States and Canada, but only if it arises from the use of a "truck" which is rented in the United States and returned to the renting location in the United States. The coverage territory does not include Mexico.
3. **NO BENEFIT TO BAILEE:** We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provisions of this coverage form.

### **B. LOSS CONDITIONS**

1. **NOTICE OF LOSS:** In case of loss or damage to covered "cargo", you must do the following:
  - a. Take immediate, reasonable steps to save and preserve the "cargo";
  - b. Give prompt notice to us or our agent;
  - c. Prepare an inventory of lost or damaged personal property showing the quantity, description, actual cash value and amount of loss or damage. Attach all bills, receipts and related documents that support the figures in the inventory;
  - d. As often as reasonably required:
    - (1) Show any and all damaged property;