

PLEASE READ THIS ENDORSEMENT CAREFULLY AS IT CHANGES YOUR POLICY

## RENTAL VEHICLE COVERAGE ENDORSEMENT – NEW YORK

This endorsement provides coverage for the "insured's" obligations in the event of actual damage to, or loss of, any "rental vehicle", including loss of use, rented by the "insured" anywhere in the United States, its territories or possessions, and Canada under a rental agreement with a term no longer than thirty continuous days, regardless of where, within those areas, such "rental vehicle" may be registered, rented or operated.

**Rental Vehicle Coverage** shall provide protection:

1. When the "rental vehicle" is rented or operated for business or pleasure, unless used for transporting persons or property for hire; and
2. Regardless of fault.

### DEFINITIONS

"Insured" means named insured or any "relative".

"Relative" means a spouse, child or other person related to the named insured by blood, marriage or adoption (including a ward or foster child), who regularly resides in the named insured's household, including any such person who regularly resides in the household, but who is temporarily living elsewhere.

"Rental vehicle" means a motor vehicle of the private passenger or station wagon type or a motor vehicle with a pick-up body, a delivery sedan, panel truck or van if the vehicle is:

1. Not used for transporting persons or property for hire (except if the insured does so solely as a transportation network company driver pursuant to article 44-B of the Vehicle and Traffic Law); and
2. Owned by a person engaged in the business of renting or leasing vehicles, rented or leased without a driver to persons other than the owner, and is registered in the name of such owner.

### PRIORITY OF PAYMENT

1. In no event shall payment be made under this endorsement duplicating payment made by this Policy, another policy or another insurer for the same claim.
2. If more than one policy could cover the claim, payment on the claim shall be made in the following order of priority:
  - a. The policy with respect to which the person is a named insured;
  - b. If the person is not a named insured on any policy, the policy with respect to which the person is an insured; and
  - c. Where two or more policies provide coverage of equal priority, the policy or insurer with respect to which the claim is first submitted.
3. An inquiry about coverage or notification of damage to, or loss of, a "rental vehicle" shall constitute submission of a claim.

### EXCLUSIONS

No **Rental Vehicle Coverage** shall be provided:

1. Arising beyond the geographic limitations of the policy to which **Rental Vehicle Coverage** is endorsed;
2. To an "insured" who has committed fraud in connection with damage to, or loss of, a "rental vehicle", including loss of use;
3. For damage to, or loss of, a "rental vehicle", including loss of use, which the rental vehicle company is precluded from recovering from the "insured":
  - a. Pursuant to the terms of the rental agreement; or
  - b. Due to the prohibitions of Section 396-z of the General Business Law or similar statutory provisions of other jurisdictions.
4. While the rental vehicle is used by a transportation network company driver who is logged onto the transportation network company's digital network but is not engaged in a transportation network company prearranged trip or while the driver provides a transportation network company prearranged trip.

Includes copyrighted material of Insurance Services Office, Inc.,  
with its permission.

**SUBROGATION**

1. In the event of any payment under this endorsement, the insurer is subrogated to the extent of such payments to the rights of the person to whom, or for whose benefit, such payments were made.
2. Such person shall execute and deliver instruments and papers and do whatever is necessary to secure such subrogation rights, and shall not act in a manner that may prejudice such rights.
3. Subrogation shall not be pursued against any person who operated the "rental vehicle" with the "insured's" permission.

**DUTIES AFTER AN ACCIDENT OR LOSS**

1. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
2. A person seeking **Rental Vehicle Coverage** must also:
  - a. Take reasonable steps after loss to protect the "rental vehicle" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
  - b. Promptly notify the rental vehicle company or the police upon learning of the theft of the "rental vehicle".
  - c. Permit us to inspect and appraise the damaged property before its repair or disposal as long as the "rental vehicle" is still in the care, custody or control of the "insured".

**PART F - GENERAL PROVISIONS**

The following provisions do not apply to coverage provided by this endorsement:

**Concealment or Fraud;**

**Our Right To Recover Payment;**

**Two Or More Auto Policies.**

All other policy provisions apply.