

**Repwest Insurance Company  
2721 North Central Avenue  
Phoenix, Arizona**

(A Stock Insurance Company, herein called the "Company")

**INLAND MARINE POLICY  
DECLARATION PAGE**

**NAMED INSURED:**

**AMERCO ET AL**, Including U-Haul International, Inc., and its Affiliates, Subsidiaries or Licensees (Herein called the "Insured")

**ADDITIONAL INSURED OPTION:**

In consideration of the stipulation herein named and of the premium specified elsewhere in this Policy, the "Company" does insure the above Named "Insured" and its Renter/Lessee (herein called the "Lessee") who has elected and paid for this coverage:

SafeTow Protection Provisions

**I. Territorial Limits**

This insurance will cover property only within the United States of America, its territories or possessions or within the Dominion of Canada, or while being transported between parts thereof.

**II. Monetary Units**

Premiums shall be paid in U.S. currency. Claims will be adjusted and paid in U.S. currency.

**III. Those Insured**

The Named "Insured" and each person with a valid driver's license, the "Lessee" who rents or leases "equipment" from the Named "Insured" and elects to purchase this coverage shall be eligible for insurance hereunder.

**IV. Definitions**

"Autos" means a land motor vehicle design for use principally upon public roads.

"Additional Insured" means each person with a valid driver's license who rents or leases "equipment" from the Named "Insured" and elects to purchase coverage.

"Cargo" includes vehicle being towed, personal contents in towed vehicle and contents in towed trailer.

"Equipment" means any trailer, auto transport, tow bar or tow dolly rented or leased from the Named "Insured".

"During Transportation" means only during the time the cargo or vehicle is loaded into or on the equipment at the point of origin until it is unloaded at the final destination.

## V. Effective Term

The insurance with respect to any "Lessee" hereunder shall become effective on the inception of the equipment rental by the "Lessee" from the Named "Insured", and at the time the "Lessee" accepts this coverage by initialing the appropriate clause of the Equipment Rental Contract.

## VI. Individual Terminations

The "Additional Insured" status shall terminate at the earlier of the following dates:

- (1) On the date the Policy is terminated;
- (2) At the time the "Lessee" ceases to be a "Lessee" of the Named "Insured" or the return date indicated on the rental contract, whichever is earlier.
- (3) At any time the cargo has been unloaded, detached or;

Termination of coverage in accordance with this Part shall be without prejudice to any claim of the "Lessee", originating prior to the date of such termination.

## VII. Insurance Coverage

\*\*\*SAFETOW\*\*\*

The Lessee Cargo, personal property, (except as hereinafter provided) during the period of rental or lease of equipment from the Named "Insured" for all risks of direct and accidental physical loss of or damage to property "during transportation" caused by any external cause except as excluded in Section IX.

## VIII. Amount of Insurance

"Lessee" interest in the Cargo during transportation is insured for a maximum limit of \$20,000, less a deductible of \$100 subject to coverage limit selected in the Equipment contract.

## IX. Exclusions

No payment of any kind shall be made for loss or damage caused or sustained wholly or partly, directly or indirectly, by:

- 1) Theft, burglary, robbery, or mysterious disappearance.
- 2) Water or dampness of any kind or from any source except as a result of collision, fire, lightning, windstorm, hail, explosion, riot or civil commotion, flood, vandalism, or malicious mischief.  
Loss or damage caused by improper packing, leakage, breakage, shifting of cargo, marring, scratching, dampness of atmosphere, dryness of atmosphere, extremes of changes of temperature, shrinkage, evaporation, loss of weight, rust, contamination, changes in flavor or color or texture or finish, unless loss or damage is caused directly by collision, fire, lightning, windstorm, hail, explosion, riot or civil commotion, flood, vandalism or malicious mischief.
- 3) Interruption of business or other consequential loss beyond actual physical damage to property insured.
- 4) Loss or damage to accounts, bills, currency, furs, antiques, evidences of debt, securities, money, notes, jewelry and similar valuables, paintings, statuary and other works of art, and any personal property that is not lawfully in the possession or possessed by the "Lessee".
- 5) Wear and tear, gradual deterioration, inherent vice, moths, and vermin.
- 6) Death or destruction of livestock or animals.
- 7) An occurrence during loading or unloading.

- 8) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.
- 9) A) Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, (1) by any government or sovereign power (de jure de facto), or by any authority maintaining or using military, naval, or air forces, or (2) by an agent of any such government, power, authority, or forces; (B) any weapon of war employing atomic fission, atomic fusion, radioactive force or material whether in time of peace or war; (C) insurrection, rebellion, civil war, terrorism, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure, or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- 10) Mechanical damage including damage to a drive train or transmission.
- 11) Bodily Injury or death to any person or animal riding in or upon any "vehicle in tow" "during transportation."

VALUATION: This insurance shall not be liable for more than the actual cash value of the property at the time the loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value WITH PROPER DEDUCTION FOR DEPRECIATION and shall in no event exceed what it would cost to repair or replace the same with material of like kind and quality. In case of loss or damage to any part of the insured property consisting, when complete for sale or use, of several parts, the "Company" shall be liable for the insured value of the part lost or damaged.

#### X. Report of Claims

The Named "Insured" and/or "Lessee" shall immediately report to "Company" every accident which may become a claim under this Policy and shall also file with the "Company" within ninety (90) days of such loss written Proof of Loss in the form prescribed by "Company". Any memorandum or advice of insurance shall contain a provision that the "Lessee" shall immediately notify the Named "Insured" or "Company" of all accidents regardless of the amount of damage or who is at fault. Failure to give notice of such loss or failure to cooperate in the investigation of the accident shall invalidate the claim.

#### XI. Examination Under Oath

The "Lessee", as often as may be reasonably required, shall exhibit to any person designated by the "Company" all that remains of any property herein described, and shall themselves, and insofar as is within his or their power cause his or their employees, members of the household and others to submit to examination under oath by any person named by the "Company" and subscribe the same; as often as may be reasonably required, shall produce for examination vehicle titles and registrations, proofs of purchase and ownership, all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the "Company" or its representatives in connection with the investigation of any loss of claim hereunder, shall be deemed a waiver of any defense which the "Company" might otherwise have respect to any loss or claim but all such examinations and acts shall be deemed to have been made or done without prejudice to the "Company's" liability.

#### XII. Suit

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by

the "Lessee" of the occurrence which gives rise to the claim, provided however, that if by the laws of the State within this Policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceedings be commenced within the shortest limit of time permitted by the laws of such State.

### XIII. Appraisal

If the "Lessee" and the "Company" fail to agree as to the amount of loss, each shall, on the written receipt of proof of loss by the "Company", select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree, upon such umpire, then, on the request of the "Lessee" or the "Company", such umpire shall be selected by a judge of a court of record in the State in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of the loss and the amount of loss, and failing to agree, shall submit their differences to the umpire. An award in writing of nay two shall determine the amount of loss. The "Lessee" and the "Company" shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The "Company" shall not be held to have waived any of its rights by any act relating to appraisal.

### XIV. Payment of Claims

Any claim for loss under this Policy shall be paid to the Named "Insured", "Lessee" or others as their interests may appear.

If other insurance is not available, payment of loss shall be made to the Named "Insured", "Lessee" or others as their interest may appear.

If there is a secured lienholder, payment of loss shall be made jointly to the "Lessee" and lienholder.

In no event shall the payment of loss exceed the applicable limits.

### XV. Individual Memorandums

The Named "Insured" to each insured "Lessee" will furnish individual Memorandums describing the coverage. See U-Haul Rental Contract & Document Holder.

### Assignment

Neither the Named "Insured" nor "Lessee" may assign this Policy nor any insurance afforded hereunder without first obtaining written consent of "Company".

### XVI. Other Insurance

This insurance is primary coverage and other insurance shall apply only as excess and in no event as contributing insurance.

### XVII. Subrogation

In the event of any payment under this Policy, the "Company" shall be subrogated to all the Named "Insured's" and "Lessee's" rights of recovery therefor against any person or organization and the Named "Insured" and "Lessee" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Neither the Named "Insured" nor "Lessee" shall do anything after loss to prejudice such rights.

**ACCIDENTAL DEATH BENEFITS AND MEDICAL EXPENSE BENEFITS COVERAGE FOR THOSE RENTAL CUSTOMERS WHO ELECT THE SAFEMOVE AND/OR SAFETOW PROTECTION**

This endorsement modifies the insurance provided under this policy as follows, except where otherwise provided by law:

A. Coverage

Subject to the scheduled limits, the benefits consist of the following:

(1) "Medical Expense" Benefits

We will pay "Medical Expenses" to or for an "Insured" who sustains an "Injury" in an accident during the period of a valid rental contract wherein the Safemove/Safetow protection has been purchased.

(2) "Accidental Death" Benefits

We will pay a death benefit for an "Insured" when the death results directly from "Injury" caused by an accident during the period of a valid rental contract when the Safemove/Safetow protection has been purchased. Death must occur within two years from the date of the accident.

B. Who is An Insured

The following are "Insureds" with respect to the coverages provided under the "Accidental Death" Benefits and Medical Expense Benefits Coverage part.

(1) Any "lessee" while "Occupying" a rental truck or a towing vehicle during the period of a valid rental contract for "Equipment", whose rental contract specifies that Safemove/Safetow coverage has been purchased.

(2) Passengers while "Occupying" a rental truck or a towing vehicle when there is a valid rental contract and Safemove/Safetow has been purchased. A towing vehicle is an auto that is attached to "Equipment" rented or leased for the "Named Insured".

C. Limit of Insurance

Regardless of the number of "Insureds", policies or claims made to which this coverage applies, the most we will pay for benefits for "injury" sustained by an "Insured" in any one accident is subject to the Per Person and Aggregate Limit as shown in the Schedule of Limits.

If the "Insured" has coverage for more than one covered "Equipment", the limit of insurance would apply per each covered "Equipment" subject to the Per Person and aggregate Limit on the Schedule of Limits.

D. Exclusions

We will not pay any benefits for "Injury":

- (1) Sustained by any person;
  - a. caused by his or her own intentional act;
  - b. while "Occupying" a truck without the express or implied consent of the owner or lessor or while not in lawful possession of any equipment; or
  - c. while "Occupying" any "equipment" other than a truck or towing vehicle.

- (2) Due to war, whether or not declared. War includes civil war, insurrection, rebellion or revolution or any action or condition incident to any of the foregoing.
- (3) Due to the use of intoxicants, drugs or narcotics subject to the Drug Abuse Control Act, unless administered in accordance with and on the advice of a physician.
- (4) Caused by any race or speed contest.

E. Additional Definitions

- (1) "Equipment" means rental equipment including: truck, car top carrier, trailer, auto transport, tow bar or tow dolly.
- (2) "Injury" means bodily injury caused by an accident during the period of a valid rental contract.
- (3) "Lessee" is each person with a valid driver's license who rents or leases "Equipment from the owner or lessor. If the Rental Agreement is signed by more than one person, the life of only the individual whose signature first appears on the agreement shall be the Insured Lessee.
- (4) "Medical Expenses" means reasonable and necessary expenses incurred within two years from the date of the accident for medical, dental, surgical, ambulance, prosthetic care and treatment rendered in accordance with the recognized religious method of healing, however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.
- (5) "Occupying" means riding in the enclosed 'cab' portion of an auto.

**ACCIDENTAL DEATH BENEFITS AND MEDICAL EXPENSE BENEFITS**

LIMITS

	TRUCK	TRAILER/CAMPER TRAILER CAR TOP CARRIER/TOW BAR TOW DOLLY / SUTO TRANSPORT
<b>LESSEE</b>		
Accidental Death	\$ 25,000	\$ 10,000
Medical Expenses	1,000	500
<b>PASSENGERS</b>		
Accidental Death	\$ 15,000	\$ 5,000
Medical Expenses	1,000	500

Aggregate Limit will apply for Accidental Death in the amount of \$100,000 for any one accident.