card should be given to his/her supervisor immediately after the accident.

d) University employees should discuss the accident only with their supervisors, other State representatives, and the police. No admission of fault or responsibility should be made.

e) The University department responsible for the automobile shall complete form RMA-001, Automobile Loss Notice, (Attachment 400.5) following an accident. The report form should be submitted to Transportation Services for a review for accuracy and then forwarded to the OPRPRM within five (5) working days of the accident.

f) The OPRPRM will review each report form and forward them to the Risk Management Office of the Department of Accounting and General Services.

6. **Processing of Accident and Damage Claims on Rented Automobiles**

   a. **General**

   This Procedure outlines the processing of rented automobile damage claims by University personnel and supplements Administrative Procedure A8.851 for acquisition of rented automobiles for authorized University business.

   b. **Background**

   1) When renting vehicles, the renter is generally given the option to pay extra charges for comprehensive liability and medical insurance as well as collision damage protection. University policy precludes employees and other authorized individuals from purchasing personal accident insurance when renting vehicles for University business.

   2) Purchase of collision damage waiver coverage is permitted only in the following situations:
a) Vehicle is being rented outside the State of Hawaii;

b) Purchase of such coverage is a condition for renting the vehicle where financial terms are advantageous;

c) Payment for such coverage is fully reimbursable to the University; or

d) Rental of the vehicle is covered by funds other than University funds.

3) **For the rental of vehicles within the State of Hawaii**, the rental agency should be advised that the State of Hawaii/University of Hawaii, instead of the driver, will be liable for collision damages. A copy of the State Insurance Policy Letter *(Attachment 400.6)* should be provided, and acceptance of this condition must be acknowledged by the rental agency prior to execution of the rental agreement. All rental agreements should name the State of Hawaii/University of Hawaii as the renter. Rental agencies which refuse to accept this condition should not be patronized.

c. **Procedure**

1) Each rental agency has its own procedure for reporting of accidents. Regardless of fault, the employee or other authorized individual will be given an estimated loss statement. The agency should be instructed to bill the actual cost of the damage to the following address of the State's Claims Administrator (a collect telephone call is authorized to be made if confirmation is required):

Department of Accounting & General Services
Risk Management Office
P O Box 119
Honolulu, HI 96810-0119
Telephone No: (808) 586-0547
2) The individual responsible for renting the vehicle will complete the standard accident report form (Attachment 400.5) and forward it to the OPRPRM within five (5) working days of the accident.

3) The report form will then be forwarded to the State's Claims Administrator which will conduct its own investigation of the accident to determine fault or liability. Therefore, all information concerning the accident should be recorded as accurately as possible.

7. Purchase of Insurance

Although Vice Presidents and Chancellors are responsible for determining the nature and extent of insurance coverage necessary for their respective programs, the OPRPRM is responsible for processing the purchase of all insurance policies for compliance with University purchasing requirements. Therefore, all purchase orders and/or payment documents along with the original policy and/or rental certificate are to be routed through the OPRPRM.

8. Indemnification and Insurance for Acquisition of Transportation Services

a. From time to time, departments or programs may need to rent watercraft, aircraft, helicopter or bus services. When preparing the request for quotation for these services, the following indemnification and insurance clauses shall be included with the terms and conditions of the request:

INDEMNIFICATION

____Vendor____ shall indemnify, defend and hold harmless the University of Hawaii, its officers, agents, employees or any person acting on its behalf from and against:

(1) any claim or demand for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any act or omission of ____Vendor____, its officers, employees, agents, subcontractors or any person acting on its behalf in