

## DESCRIPTION OF COVERAGE

# Car Rental Collision Coverage Package

## SCHEDULE OF BENEFITS

|                                    | Maximum Limit |
|------------------------------------|---------------|
| Car Rental Collision Coverage..... | \$35,000      |
| \$250 Deductible                   |               |

### *The following non-insurance services are provided by Travel Guard.*

- Travel Medical Assistance • Worldwide Travel Assistance
- LiveTravel® Emergency Assistance

### Blanket Travel Accident Insurance

This document describes the benefits and basic provisions of the Policy. Read it with care. The Policy is the only contract under which benefits are paid.

### PLEASE READ THIS DOCUMENT CAREFULLY!

#### Insurance Coverage

Underwritten by the National Union Fire Insurance Company of Pittsburgh, PA. It is currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445.

This is only a brief description of the insurance coverage(s) available under policy series T30337NUFIC-TG. The Policy contains reductions, limitations, exclusions, and termination provisions. Full details of the coverage are contained in the Policy. If there are any conflicts between this document and the Policy, the Policy shall govern.

#### IMPORTANT

This coverage is valid only if the appropriate plan cost has been paid. Please keep this document as Your record of coverage under the plan.

Coverage only available to residents of Massachusetts.

## INDIVIDUAL EFFECTIVE AND TERMINATION DATES

### Effective Date:

All coverages will begin on the later of:

- (a) 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents or
- (b) the date and time the Insured starts his/her Trip, provided any required plan cost has been paid.

### Termination Date:

All coverage ends on the earlier of:

- (a) the date the Trip is completed;
- (b) the scheduled Return Date;
- (c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

## CAR RENTAL COLLISION COVERAGE

If an Insured's rented car is damaged while on a Trip due to collision, vandalism, windstorm, fire, hail or flood, while in his/her possession, the Insurer will pay the lesser of:

- (a) the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) the Actual Cash Value of the car.

The Insurer will pay this benefit up to the Maximum Limit shown on the Schedule subject to the Deductible shown in the Schedule.

Coverage is provided to the Insured and Traveling Companion, providing the Insured and Traveling Companion are licensed drivers, and are listed on the rental agreement.

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

This coverage is Primary to other forms of insurance or indemnity.

The Insured must contact Travel Guard before renting to confirm whether the vehicle is covered.

## DEFINITIONS

(Capitalized terms within this Description of Coverage are defined herein)

**"Actual Cash Value"** means purchase price less depreciation.

**"City"** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.

**"Deductible"** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the Deductible is shown in the Schedule for each coverage to which a Deductible applies.

**"Departure Date"** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

**"Destination"** means any place where the Insured expects to travel to on his/her Trip other than Return Destination as shown on the travel documents.

**"Eligible Person"** means a person who is a member of an eligible class of persons as described in the Description of Eligible Persons section of the Master Application.

**"Exotic Vehicle"** means an antique car that is over 20 years old or has not been manufactured for 10 or more years, or any vehicle with an original manufacturer's suggested retail price greater than \$50,000.

**"Injury/Injured"** means a bodily injury caused by an accident occurring while the Insured's coverage under the Policy is in force, and resulting directly and independently of all other causes of Loss covered by the Policy. The injury must be verified by a Physician.

**"Insured"** means an Eligible Person for whom: (a) any required enrollment form has been completed; (b) any required plan cost has been paid; (c) while covered under the Policy.

**"Insurer"** means National Union Fire Insurance Company of Pittsburgh, PA.

**"Loss"** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Insurer has undertaken to compensate the Insured.

**"Physician"** means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

**"Primary"** means the Insurer will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be enrolled.

**"Return Date"** means the date on which the Insured is scheduled to return to the point where the Trip started or to a different specified Return Destination. This date is specified in the travel documents.

**"Return Destination"** means the place to which the Insured expects to return from his/her Trip.

**"Schedule"** means the Schedule of Benefits.

**"Traveling Companion"** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A group or tour leader is

not considered a Traveling Companion, unless the Insured is sharing room accommodations with the group or tour leader. "Trip" means a period of travel away from home to a Destination outside the Insured's City of residence; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined Departure and Return dates specified when the Insured applies; the Trip does not exceed 180 days; travel is primarily by Common Carrier and only incidentally by private conveyance.

## EXCLUSIONS AND LIMITATIONS

### *The following limitations and exclusions apply to Car Rental Collision Coverage:*

Coverage is not provided for any loss to, or due to:

- (a) any Loss which occurs if the Insured or his/her Traveling Companion violates the rental agreement;
- (b) rentals of trucks, (not including jeeps or SUV's) campers, trailers, off road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- (c) any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision deductible;
- (d) failure to report the Loss to the proper local authorities and the rental car company;
- (e) damage to any other vehicle, structure, or person as a result of a covered Loss;
- (f) participation in contests of speed, motor sport or motor racing including training or practice for the same;
- (g) driving under the influence of alcohol;
- (h) being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- (i) war or act of war, whether declared or not, civil commotion, insurrection or riot;
- (j) Injury sustained while committing or attempting to commit a crime.

## PAYMENT OF CLAIMS

**Claim Procedures: Notice of Claim:** The Insured must call Travel Guard as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip, the Trip dates, purchase date and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Travel Guard, PO Box 47, Stevens Point, Wisconsin 54481 (telephone 1.800.826.1300).

**Claim Procedures: Proof of Loss.** The claim forms must be sent back to the Insurer no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under the policy must be submitted to

Travel Guard no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If Travel Guard has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to Travel Guard by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, the participating organization name, and the policy number.

**Payment of Claims: When Paid.** Claims will be paid as soon as Travel Guard receives complete proof of Loss.

**Car Rental Collision Coverage Payment of Loss.** The Insured must: take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; report the Loss to the appropriate local authorities and the rental company as soon as possible; obtain all information on any other party involved in an accident, such as name, address, insurance information, and driver's license number; and provide Travel Guard all documentation such as rental agreement, police report, and damage estimate.

## ADDITIONAL CLAIMS PROCEDURES

### **The following provisions apply to Car Rental Collision Coverage:**

**Notice of Loss.** If the Insured's property covered under the Policy is lost or damaged, the Insured must:

- (a) notify Travel Guard as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**Proof of Loss.** The Insured must furnish Travel Guard with proof of loss. Proof of loss includes police or other local authority reports or documentation from the appropriate party responsible for the loss. It must be filed within 90 days from the date of loss. Failure to comply with these conditions shall not invalidate any claims under the Policy.

**Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to Travel Guard. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of loss and the value.

**Valuation.** The Insurer will not pay more than the Actual Cash Value of the property at the time of loss. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the loss either the Insured or the Insurer

can make a written demand for an appraisal. After the demand, the Insured and the Insurer each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Insurer will pay the appraiser it chooses. The Insured will share with us the cost for the arbitrator and the appraisal process.

**Benefit to Bailee.** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

### **The following provision applies to Car Rental Collision Coverage:**

**Subrogation.** To the extent the Insurer pays for a loss suffered by an Insured, the Insurer will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured must help the Insurer preserve its rights against those responsible for its loss. This may involve signing any papers and taking any other steps the Insurer may reasonably require. If the Insurer takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Insurer.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Insurer for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

**Coverage** - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under the Policy to which this Description of Coverage is attached) and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder).

**Third Party** - as used in this Subrogation section, means any person, corporation or other entity (except the Insured, the Policyholder and the Company).

## GENERAL PROVISIONS

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under the Policy.

**Legal Actions.** No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought

after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Concealment or Fraud.** The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to the policy or claim.

**Payment of Premium.** Coverage is not effective unless all premium due has been paid to Travel Guard prior to a date of Loss or insured occurrence.

**Termination of the Policy.** Termination of the policy will not affect a claim for Loss if coverage was purchased while the policy was in force.

**Transfer of Coverage.** Coverage under the policy cannot be transferred by the Insured to anyone else.

### ASSISTANCE SERVICES\*

All Assistance Services listed below are **not insurance benefits** and are not provided by the Company. Travel Guard provides assistance through coordination, negotiation, and consultation using an extensive network of worldwide partners. Expenses for goods and services provided by third parties are the responsibility of the traveler.

#### Travel Medical Assistance

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist
- Medical evacuation quote
- In-patient and out-patient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Coordinate shipment of medical records
- Assistance with medical equipment rental/replacement

#### Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance

- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Arrangements for long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate referral
- Currency conversion or purchase assistance
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information

#### LiveTravel® Emergency Assistance

- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements
- Roadside assistance
- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connections coordination

\* Non-insurance services are provided by Travel Guard.



## Travel Guard®

#### 24-Hour Emergency Assistance

#### Telephone Numbers

USA.....1.800.826.1300

International.....1.715.345.0505

LiveTravel® Emergency Assistance.....1.800.826.8597

***Be sure to use the appropriate country  
and city codes when calling.***

- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -

