

# Car Rental Collision Coverage

## SCHEDULE OF BENEFITS

	<b>Maximum Limit</b>
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

Any payments under the policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at [www.treasury.gov/resource-center/sanctions/](http://www.treasury.gov/resource-center/sanctions/) or a Travel Guard representative.

**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.

**For questions or information contact:**  
[www.travelguard.com](http://www.travelguard.com) or phone Travel Guard 1.800.826.1300  
 National Union Fire Insurance Company of Pittsburgh, Pa. (an AIG Company) 1.800.679.5016

**PLEASE READ THIS DOCUMENT CAREFULLY!**

This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., 175 Water Street, 15th Floor, New York, NY 10038 (herein referred to as the Company).

This Policy is a legal contract between the Insured and the Company. It is important that you read your Policy carefully. Please refer to the Schedule of Benefits or Declarations Page. It provides you with specific information about the insurance you purchased.

**FIFTEEN DAY LOOK:** You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance; or (b) your Scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

Coverage only available to Washington residents.

The President and Secretary of the National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy.



President



Secretary

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### Section I EFFECTIVE AND TERMINATION DATES

**Effective Date:**  
 Car Rental Collision coverage will take effect when the Insured signs the rental agreement and takes possession of the rental vehicle provided the required plan cost has been paid on or before the date the rental agreement has been signed.

**Termination Date:**

The Car Rental Collision coverage will end when the car is returned on or before the Rental Return Date or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

### Section II - Benefits CAR RENTAL COLLISION COVERAGE

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

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

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown in the Schedule or Declarations Page.

Coverage is provided to the Insured and Traveling Companion, if 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.

### Section III DEFINITIONS

**(Capitalized terms within this Policy 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.

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

**"Declarations Page"** means the document showing the Insured's travel arrangements and insurance benefits.

**"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 or Declarations Page for each benefit 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.

**“Exotic Vehicle”** means antique cars that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original manufacturer’s suggested retail price greater than \$50,000.

**“Insured”** means the person shown on the rental agreement.

**“Loss”** means damage sustained by the Insured as a consequence of one or more of the events against which the Company has undertaken to compensate the Insured.

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

**“Rental Return Date”** means the return date listed on the car rental agreement.

**“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 as shown in the enrollment form.

**“Schedule”** means the Schedule of Benefits which is shown at the beginning of this Policy.

**“Traveling Companion”** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip.

**“Trip”** means travel away from home to a Destination outside the Insured’s City of residence; the purpose of the trip is business or pleasure; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 180 days.

#### **Section IV 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) the Insured or his/her Traveling Companion violating 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, the Insured’s participation in a civil disorder, riot or insurrection;
- (j) injury sustained while committing or attempting to commit a crime.

#### **Section V 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 Travel Guard no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under this 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 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 Proof 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 a traffic 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. Photos of the damaged vehicle are required as proof of Loss for all claims.

**Notice of Loss.** If the Insured’s property covered under this 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 this 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 Company 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 Company can make a written demand for an appraisal. After the demand, the Insured and the Company 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 Company will pay the appraiser it chooses. The Insured will share with the Company 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.

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

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 Company 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.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against 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 this Policy).

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

## Section VI GENERAL PROVISIONS

**Entire Contract: Changes.** This Policy, Schedule of Benefits, Declarations Page, Application Form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

**Acts of Agents.** No agent or any person or entity has authority to accept service of the required proof of Loss or demand arbitration on the Company's behalf nor to alter, modify, or waive any of the provisions of this Policy.

**Company's Recovery Rights.** In the event of a payment under this Policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm the Company's rights. When an Insured has been paid benefits under this Policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

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

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this 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 this 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 this Policy.** Termination of this Policy will not affect a claim for Loss if coverage was purchased while this Policy was in force.

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

**Controlling Law.** Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

**Insurance With Other Insurers:** If there is other valid coverage with another insurer that provides coverage for the same Loss, the Company will pay only the proportion of the Loss that this Company's Limit for that Loss bears to the total limit of all insurance covering that Loss, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

## STATE EXCEPTIONS

Washington residents, and if applicable to your Policy:

### BAGGAGE & PERSONAL EFFECTS

The Company will pay as follows:

The Company will pay the lesser of:

- (a) the Actual Cash Value, or
- (b) the cost of replacement.

The **ACCIDENT SICKNESS MEDICAL EXPENSE** benefit is amended to state that accident, sickness medical and dental benefits will be covered for one year after the accident that caused the Injury or the onset of the Sickness.

The **ACCIDENTAL DEATH & DISMEMBERMENT** benefit is amended to state that the Loss must occur within 1 year of the date of the accident which caused Injury.

### DEFINITIONS

The definition of **Domestic Partner** is amended to read:

**"Domestic Partner"** means a person who has been issued a certificate of state registered domestic partnership and meets the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 as follows:

To enter into a state registered domestic partnership the two persons involved must meet the following requirements:

- (a) Both persons share a common residence;
- (b) Both persons are at least eighteen years of age;
- (c) Neither person is married to someone other than the party to the domestic partnership and neither person is in a state registered domestic partnership with another person;
- (d) Both persons are capable of consenting to the domestic partnership;
- (e) Both of the following are true:
  - 1. The persons are not nearer of kin to each other than second cousins, whether of the whole or half blood computing by the rules of the civil law; and
  - 2. Neither person is a sibling, child, grandchild, aunt, uncle, niece, or nephew to the other person; and

- (f) Either (a) both persons are members of the same sex; or (b) at least one of the persons is sixty-two years of age or older.

The definition of **Trip** is amended to state that a trip shall not exceed 90 days.

**GENERAL EXCLUSIONS**

The item which reads “any loss that occurs at a time when this coverage is not in effect;” is amended to read: “any loss that occurs at a time when this coverage is not in effect, subject to an Injury covered under the Accident Sickness Medical Expense Benefit;”

The Accident Sickness Medical Expense Benefit exclusion regarding alcohol and substance abuse is amended to read: “alcoholism or drug abuse or treatment for the same;”

**PAYMENT OF CLAIMS**

The **Subrogation** provision is amended to add: “The Insured will be made whole before recovery takes place.”

The **Dispute Resolution** provision is amended to read:

If the Company and the Insured do not agree whether coverage is provided for a claim made by the Insured or if the Company and the Insured disagree on the amount of Loss, then both parties may, by mutual consent, agree in writing to arbitration of the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- Unless both parties agree otherwise, arbitration will take place in the county in which the Insured resides. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**GENERAL PROVISIONS**

The **Company’s Recovery Rights** provision is amended to delete “and do nothing after the Loss that will adversely affect our rights”.

**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 -

