

## PROOF OF PURCHASE

# Car Rental Collision Coverage

Coverage Limit \$35,000

(\$250 Deductible applies)

### 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.

- Coverage may not be available in all states. -
- Coverage not available to residents of TX or KS -

T30337NUFIC

008370 P1 1/03

### Definitions

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

**"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.

**"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.

**"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.

**"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.

### Individual Eligibility, Effective & Termination Dates

Persons eligible for insurance under the policy are any travelers who intend to rent a car from a rental agency and are purchasing coverage prior to signing of the rental agreement.

**Effective Date:** Coverage 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.

### General Exclusions

This plan does not cover any insured loss caused by or resulting from:

- (a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, family member, traveling companion or business partner while sane or insane;
- (b) pregnancy, childbirth, or elective abortion, other than complications of pregnancy;
- (c) participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;
- (d) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabiners, and lead or top-rope anchoring equipment;
- (e) war or act of war, whether declared or not, civil disorder, riot, or insurrection;
- (f) operating or learning to operate any aircraft, as student, pilot, or crew;
- (g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;

- (h) loss or damage caused by detention, confiscation, or destruction by customs;
- (i) any unlawful acts, committed by the Insured, a family member, or a traveling companion, or business partner whether insured or not (not applicable to FL residents);
- (j) mental, nervous or psychological disorder;
- (k) if the Insured's tickets do not contain specific travel dates (open tickets);
- (l) use of drugs, narcotics, or alcohol, unless administered upon the advice of a physician;
- (m) any failure of a provider of travel related services (including any travel supplier) to provide the bargained-for travel services or to refund money due the Insured;
- (n) experimental or investigative treatment or procedures;
- (o) any loss that occurs at a time when this coverage is not in effect;
- (p) traveling for the purpose of securing medical treatment;
- (q) care or treatment which is not medically necessary;
- (r) any Trip taken outside the advice of a physician.

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

Coverage is not provided (in whole or in part) for any loss due to:

- (a) any loss which occurs if the Insured or his/her traveling companion violates the rental agreement;
- (b) rentals of trucks, 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 (i.e., tour operator, cruise line, or charter operator), the Trip dates, and the amount that the Insured paid. Travel Guard will fill in the claim form and forward it to the Insured for his/her review and signature. The completed form should be returned to Travel Guard, P.O. Box 47, Stevens Point, Wisconsin 54481 (Telephone: 1.800.826.4268).

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to 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 coverage 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 Insurer has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to the Insurer by the date claims 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 product number.

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

**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.

**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 the Insurer 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 the Insurer. 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.

**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 Insurer).

## 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 Insurer 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 Plan Cost:** Coverage is not effective unless all plan cost 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 which occurs while the policy is in force.

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

## STATE SPECIFIC NOTICES

### Notice to Illinois Residents:

T30341NUFIC-IL

The General Exclusions provision is amended as follows: "Any unlawful acts committed" is deleted and replaced with "commission of or attempt to commit a felony".

### Notice to Kansas Residents:

T30341NUFIC-KS

The Exotic Vehicle definition has been deleted in its entirety.

The Car Rental Collision Coverage in the Additional Benefits section has been removed in its entirety.

The Car Rental Collision Coverage exclusion in the Exclusions and Limitations section has been removed in its entirety.

Car Rental Collision Coverage Payment of Loss provision in the Payment of Claims section has been removed in its entirety.

### Notice to Louisiana Residents:

T30341NUFIC-LA

The "use of drugs, narcotics or alcohol" exclusion is amended to read: "being under the influence of narcotics or intoxicants, unless prescribed by a physician;"

The Subrogation provision is amended by adding the following: The Insurer's right of subrogation will not be enforced until the Insured has been made whole, as determined by a court of law, as a result of the Loss. The Insurer agrees to pay our portion of the Insured's attorneys' fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under the policy pursuant to our right of subrogation.

The Disagreement Over Size of Loss provision of the Additional Claims procedures section are deleted in their entirety.

### Notice to Nevada Residents:

T30341NUFIC-NV

The General Exclusions section is amended to delete the following exclusion: "use of drugs, narcotics or alcohol, unless administered upon the advice of a Physician."

The "Payment of Claims: When Paid" provision is deleted and replaced with the following:

Payment of Claims: Claims will be approved or denied within 30 days after Travel Guard receives the claim. If the claim is approved Travel Guard will pay the claim within 30 days after its approval. If the approved claim is not paid within that period, Travel Guard will pay interest on the claim at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1 as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due.

The "Claim Procedures: Proof of Loss" provision is amended to add the following:

If Travel Guard requires additional information or time to approve or deny a claim, it will notify the Insured within 20 days after receipt of the claim, and at least once

every 30 days thereafter until the claim is approved or denied. The notice will contain the reason why the additional information or time is required. Travel Guard will approve or deny the claim within: 30 days after it receives the additional information; or 31 days after the last timely notice was provided.

### Notice to North Carolina Residents:

T30341NUFIC-NC

The time period in the Proof of Loss provision is amended to 180 days.

The following notice is added: This plan includes all of the applicable benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws."

### Notice to South Carolina Residents:

T30341NUFIC-SC

The "Physical Examination and Autopsy" provision is amended to add: "The autopsy of a South Carolina resident must be performed in the state of South Carolina."

The "Legal Actions" provision is amended to replace the expiration period of 3 years with 6 years.

### Notice to South Dakota Residents:

T30341NUFIC-SD

Exclusion (l) of the General Exclusions provision is deleted in its entirety.

Exclusion (g) of the Car Rental Collision Coverage is amended to read "the Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance during the commission of a felony".

Exclusion (j) is amended to read "the Insured being under the influence of drugs during the commission of a felony".

### Notice to Texas Residents:

T30341NUFIC-TX

The Car Rental Collision Coverage benefit is deleted in its entirety.

### Notice to Wisconsin Residents:

T30341NUFIC-WI

The Subrogation provision is amended to add the following language: The Insurer's right of subrogation will not be invoked until benefits to which the Insured is entitled under the Policy are paid to or on behalf of the

Insured, and the Insured has been made whole and is fully compensated for damages.

The Concealment or Fraud provision is deleted and replaced with the following language: **Concealment or Fraud:** The Insurer does not provide benefits for any Loss incurred if the Insured has intentionally concealed or misrepresented any material fact or circumstance which impacts payment of such Loss.

The Proof of Loss provision is deleted and replaced with the following language: **Proof of Loss.** The Insured must furnish the Insurer 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 by the Insured to give notice within such time does not invalidate or reduce the claim unless the Insurer is prejudiced by the failure to give notice within such time.

The Payment of Claims: When Paid: is deleted and replaced with the following language: **Payment of Claims: When Paid:** Claims will be paid as soon as Travel Guard receives complete proof of Loss and verification of age, but not later than 30 days.

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.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/) or a Travel Guard representative.

Satisfaction Guaranteed — Travel Guard is committed to providing products and services that will exceed expectations. If you are not completely satisfied, you can receive a refund of the cost, minus the service fee. Requests must be submitted to Travel Guard in writing within 15 days of the effective date of the coverage, provided it is not past the original departure date.



## WHAT TO DO IN THE CASE OF AN ACCIDENT

### **What Happened?**

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### **Who Saw It?**

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

Police Called?  Yes  No

Report Number: \_\_\_\_\_  
Officer's Name: \_\_\_\_\_  
Officer's Badge Number: \_\_\_\_\_

Diagram of accident:

A large, empty rectangular box intended for the user to draw a diagram illustrating the relationship between roadways and vehicles at the time of the accident. It provides a clear workspace for sketching the scene.

*In the diagram show the exact relationship of roadways and vehicles at the time of the accident. Mark your vehicle as #1. Mark all other vehicles as #2, #3, etc. Please Indicate North with an arrow.*

**ID NUMBER**  
**008370-CT 1/03**