

## DESCRIPTION OF COVERAGE

# Travel Guard®

Travel Smart. Travel Insurance.

## Collision Damage Waiver

### Schedule of Benefits

#### Coverages & Service

Collision Damage Waiver  
(\$250 deductible applies)

### Maximum

\$35,000

Coverage is only available to New York residents.



### Travel 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 T30253NUFIC-NY. 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.

### Collision Damage Waiver

If You rent a car while on the Trip, and the car is damaged due to collision, vandalism, windstorm, fire, hail, flood, or any cause not within Your control while in Your 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, meaning purchase price less depreciation; or (c) The amount shown on the Schedule of Coverages and Services subject to deductible. Coverage is provided to You, provided You and Your Traveling Companions are licensed drivers, and are listed on the rental agreement.

### EXCLUSIONS

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

- 1) Suicide or attempted suicide or intentionally self-inflicted injuries;
- 2) War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war.
- 3) Any obligation You assume under any agreement (except insurance collision deductible);
- 4) Rentals of trucks, campers, trailers, off-road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- 5) Any loss which occurs if You are in violation of the rental agreement;
- 6) Failure to report the loss to the proper local authorities and the rental car company;
- 7) Damage to any other vehicle, structure, or person as a result of a covered loss.

The following duties in the event of loss apply to Collision Damage Waiver:

- 1) You must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- 2) You must report the loss to the appropriate local authorities and the rental company as soon as possible;
- 3) You must obtain all information on any other party involved in an Accident, such as name, address, insurance information, and driver's license number;
- 4) You must provide the Insurer all documentation such as rental agreement, police report, and damage estimate.

### DEFINITIONS

- 1) "Actual Cash Value" means purchase price less depreciation.
- 2) "Effective Date" means the date and time an Insured's coverage begins, as outlined in the General Provisions section of this coverage.
- 3) "Exotic Vehicles" includes Bentley; Ferrari; Lamborghini; Lancia; Lotus; Maserati; Pininfarina; and Rolls Royce. The Insured must contact Travel Guard's customer service at 1.800.826.1300 before renting to confirm whether the vehicle is covered.
- 4) "The Insurer" means National Union Fire Insurance Company of Pittsburgh, PA.

- 5) "Land/Sea Arrangements" means land and/or sea arrangements booked by the Travel Supplier.
- 6) "Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.
- 7) "Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or to a different final destination.
- 8) "Travel Supplier" means tour operator, cruise line, hotel, etc., who has made the land and/or sea arrangements.
- 9) "Traveling Companion" means a person who is sharing travel arrangements with You. Note: A group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.
- 10) "Trip" means prepaid Land/Sea Arrangements and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) day of the Land/Sea Arrangements. Maximum Trip duration is 365 days.
- 11) "You," "Your," or "the Insured" means a person who has purchased a Trip and who has paid the required plan cost for the plan provided herein.

### CLAIMS PROCEDURES

**TO OBTAIN CLAIM FORMS AND ANY ADDITIONAL INFORMATION ON HOW TO REPORT A CLAIM, CALL OR WRITE THE PLAN ADMINISTRATOR AND REFER TO COVERAGE #408370.**

**FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM, PLEASE CONTACT THE PLAN ADMINISTRATOR AT Travel Guard 1145 Clark Street, Stevens Point, WI 54481 1.800.826.1300**

### GENERAL PROVISIONS

**CONTESTING THIS COVERAGE.** The Insurer relies on statements made in the enrollment form. If there is no fraud, the statements: (a) are considered representations and not warranties; and (b) will not be used to void the coverage or reduce any claim.

**LEGAL ACTIONS.** No legal action for a claim can be brought against the Insurer until sixty (60) days after we receive proof of loss. No legal action for a claim can be brought against the Insurer more than two (2) years after the time required for giving proof of loss.

**MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing.

**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. Subrogation is limited to situations in which the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable for expenses for which the insurer paid benefits. The Insured must help the Insurer to preserve its rights against those responsible for the 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.

**ASSIGNMENT.** This coverage is not assignable but benefits may be assigned.

**WHEN AN INSURED'S COVERAGE BEGINS.** Coverage will take effect at 12:01 a.m. local time, at the location of the Insured, on the Scheduled Departure Date provided: (a) coverage has been elected; and (b) the required premium has been paid.

**WHEN AN INSURED'S COVERAGE ENDS.** An Insured's coverage will end at 11:59 local time on the date which is the earliest of the following: (a) the Scheduled Return Date; (b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date; (c) The date the Insured cancels their Covered Trip; (d) Any Trip that exceeds 365 days.

**PREMIUMS.** The Insurer provides insurance in return for premium payments. Premium must be remitted on behalf of the Insureds to the Insurer or to its authorized representative.

**MODE OF PREMIUM.**

**Insured:** The required premium must be paid to the Insurer or its authorized representative prior to the Scheduled Departure Date of the Covered Trip.

**ARBITRATION.** Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble, or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same coverage and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**NOTICE OF CLAIM.** Written notice of claim must be given to the Insurer or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include the Insured's name and policy number.

**PROOF OF LOSS.** The Claimant must send the Insurer, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible.

**PAYMENT OF CLAIMS.** The Insurer, or its designated representative, will pay a claim after receipt of acceptable proof

of loss. All claims will be paid to the Insured. In the event the Insured is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to the Insured's legal guardian, committee, or other qualified representative. All or a portion of all other benefits provided by this coverage may, at the option of the Insurer, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured. Any payment made in good faith will discharge the Insurer's liability to the extent of the claim. The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other Insurance Policies. In no event will the Insurer reimburse the Insured for an amount greater than the amount paid by the Insured.

**PHYSICAL EXAMINATION AND AUTOPSY.** The Insurer, or its designated representative, at their own expense, have the right to have the Insured examined as often as reasonably necessary while a claim is pending. The Insurer, or its designated representative, also have the right to have an autopsy made unless prohibited by law.

**Satisfaction Guarantee** – 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, and You have not submitted a claim. If past 15 days, the cost and service fees are non-refundable.

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.

24-Hour Emergency Assistance  
Telephone Numbers  
Continental USA.....1.800.826.1300  
International.....1.715.345.0505  
Be sure to use the appropriate country and city codes  
when calling.  
- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL-

**WHAT TO DO IN THE CASE OF AN ACCIDENT**

**What Happened?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

\_\_\_\_\_

*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**  
**408370-CT 6/07**