(ICI320 DOC) J4103-0905

# INSTANT CSA INSURANCE







# Vacation Rental Insurance

# Description of Coverage

Plan Code ICI320 (as of 10/1/2005)

This is a brief Description of Coverages. Your individual certificate or policy will govern the final interpretation of any provision or claim, including defined terms. If you would like a copy of your individual certificate or policy, please contact CSA Travel Protection at (866) 298-6846.

Important: Keep this document and carry a copy with you when you travel. If you need to cancel your trip, contact the company you booked with immediately to cancel your reservation.

FOR CERTIFICATE INQUIRIES, CUSTOMER SERVICE OR VEHICLE RETURN ASSISTANCE CALL:

(866) 298-6846

EMERGENCY ASSISTANCE 24 HOURS A DAY DURING YOUR TRIP, CALL:

(866) 816-2068

(603) 328-1737

This plan is administered by CSA Insurance Services.

# SCHEDULE OF SERVICES AND COVERAGES

# **INSURANCE COVERAGE**

PROVIDED BY STONEBRIDGE CASUALTY INSURANCE COMPANY

<u>Coverages</u> <u>Max</u>	<u>kimum Limit per Reservation</u>
Trip Cancellation	100% of Reservation Cost
Trip Interruption	100% of Reservation Cost
Travel Delay (\$200 Daily Limit Applies)	\$600
Baggage Delay	\$200
Accidental Death and Dismem	berment \$100,000
Emergency Assistance	\$50,000

# **24-HOUR EMERGENCY ASSISTANCE SERVICES**

PROVIDED BY CSA'S DESIGNATED ASSISTANCE PROVIDER

- Nurse Help Line
- Medical Referral
- Emergency Prescription Refill Assistance
- · Emergency Cash Transfer
- Pre-Trip Travel Advice
- Legal Referral
- Lost Ticket & Passport Assistance
- Lost Baggage Tracking
- Emergency Messaging
- Vehicle Return

# **IDENTITY THEFT PROTECTION**

### PROVIDED BY CSA'S DESIGNATED SERVICE PROVIDER

#### How to Call the 24-Hour Emergency Hotline

If you need emergency help for an available service, you can call toll-free 24 hours a day to (866) 816-2068 from within the United States, or call collect to (603) 328-1737 from anywhere else.

# Availability of 24-Hour Emergency Assistance Services

Most 24-hour Emergency Assistance Services become available when you begin your trip. Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your Trip. Pre-Trip Travel Advice and Nurse Helpline are available upon purchase of the plan.

# **Vehicle Return Service**

If your vehicle cannot be fixed by the side of the road, it will be towed to the nearest service facility by our assistance provider. If the local service facility cannot repair the vehicle (and the vehicle is more than 50 miles from your home) it will be towed to your home repair facility with a maximum expense of \$500 USD.

This service applies to any vehicle registered to an insured and used while on a Covered Trip. You must be with your vehicle when the service provider arrives.

#### **Exclusions to Vehicle Return Service**

Service does not include your transportation to the vehicle for service or from the vehicle to another destination after service has been rendered. Service will not be rendered in areas not regularly traveled, such as vacant lots, beaches, open fields, or other places where it would be hazardous for service vehicles to reach. Assistance provider will not tow a vehicle off a boat dock or marina.

Service does not include: delivery or repair of tires; installation or removal of snow tires and chains; dismounting, repairing, or rotating tires; vehicle's storage charges; cost of parts, installation, products, materials, impounding and additional labor relating to towing; service of any kind for vehicles used for commercial purposes or using dealer tags\*; service for taxicabs, tractors, boats, trailers, dune buggies, or vehicles used for competition; service for stolen or unlicensed vehicles; service for vehicles with expired safety inspection sticker, license plate sticker, and/or emission sticker(s) where required by law; service for vehicles illegally parked or impounded; repeated service calls for a car in need of routine maintenance: service when a vehicle is snowbound. Assistance provider does not hoist, winch or shovel vehicles from unplowed areas, snow banks, snowbound driveways or curbside parking.

\*All trucks in New York have commercial license plates whether they are used for business or private use. If the truck is used for private use, service will be provided.

# **INSURANCE COVERAGE**

# PROVIDED BY STONEBRIDGE CASUALTY INSURANCE COMPANY

This plan applies only to those arrangements booked directly through your vacation rental company. This plan is available to residents of the United States. It is also available to residents of Canada and the United Kingdom for travel to the United States if they purchase the plan through a United States based vacation rental company. You must purchase this plan prior to or with your final payment for your vacation rental to qualify for the Pre-Existing Condition Exclusion Waiver. There is no coverage unless payment has been made for this plan.

#### **Your Satisfaction is Guaranteed**

If you are not satisfied for any reason, you may cancel your coverage within 10 days of your application date or receipt of this document, whichever is later. A letter indicating your desire to cancel should be sent to the vacation rental company. If you haven't already left on your trip, you will receive a full refund of your plan cost. After this 10-day period, the payment for this plan is non-refundable.

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# **EFFECTIVE DATES OF INSURANCE**

# Trip Cancellation and Trip Interruption Effective Dates and Coverage

Trip Cancellation coverage will take effect at 12:01 A.M. Standard Time after the date your premium is received by the vacation rental company. Trip Interruption coverage will take effect on the scheduled departure date of the trip.

#### Coverage for Travel Delay, Accidental Death, Emergency Assistance, and Baggage Delay will take effect on the later of:

- 1. the date the premium has been received by the vacation rental company;
- 2. the date and time you start your trip; or
- 3. 12:01 A.M. Standard Time on the scheduled departure date of your trip.

#### All coverages automatically end on the earlier of:

- 1. the date the trip is completed;
- 2. the scheduled return date of the trip;
- your arrival at the return destination on a roundtrip, or the destination on a one way trip:
- 4. cancellation of the trip.

#### **COVERAGE AND BENEFITS**

This plan covers you for certain unforeseeable events that occur while your coverage is in effect. They include:

# **Pre-Departure Trip Cancellation Benefits**

We will reimburse you, up to the amount in the Schedule of Services and Coverages, for the amount of prepaid, forfeited, non-refundable payments or deposits that you paid for your trip.

#### **Post-Departure Trip Interruption Benefits**

We will reimburse you, less any refund paid or payable, for unused land or water travel arrangements, plus one of the following additional transportation expenses:

- From the point you interrupted your trip to the next scheduled destination where you can catch up to your trip or to the final destination of your trip.
- Expenses incurred by you to reach the next scheduled destination where you can catch up to your trip if you leave after the scheduled departure date of your trip.

# **Reasons for Cancellation and Interruption:**

- Trip Cancellation or delayed arrival at your destination due to sickness, injury or death of you, your family member or traveling companion that occurs before departure on your trip. The sickness or injury must require the examination by a physician, in person, at the time of Trip Cancellation or delay and be so disabling as to prevent you from taking your trip or delay your arrival on your trip.
- Trip Interruption due to sickness, injury or death of you, your family member or traveling companion. The

- sickness or injury must require the examination by a physician, in person, at the time of Trip Interruption and be so disabling as to prevent you from continuing your trip.
- 3. Mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at the insured's destination due to adverse weather or natural disaster. You must have 4 days or 50% of your trip length or less remaining at the time the evacuation ends to cancel or interrupt your trip.
- 4. Being involved in a documented traffic accident while en route to your vacation rental.
- 5. Interruption of water, electric, sewage or residential or commercial gas services at your destination or interruption of road service, due to inclement weather or natural disaster so as to prohibit you from reaching your destination, for more than 24 hours and only for up to 15 days from interruption of services or until resumption of services, whichever comes first.
- 6. Having your military leave involuntarily revoked.
- 7. Being called into active military service in the event of a natural disaster.
- The primary/secondary school where you attend extends its operating session beyond its pre-defined school year, or starts earlier than its pre-defined school year. Your trip must fall within the extension period.
- Being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action.
- Your home made uninhabitable by fire, flood or natural disaster.
- Airplane, bus or train delays resulting from inclement weather, mechanical breakdown or organized labor strikes.
- Arrangements cancelled by an airline resulting from inclement weather, mechanical breakdown, or organized labor strikes.
- 13. A documented theft of passports or visas.
- 14. A transfer of employment of 250 miles or more.
- 15. A terrorist act, which occurs in your departure city or in a city that is a scheduled destination for your trip, provided the terrorist act occurs within 30 days of the scheduled departure date of your trip.
- 16. Your arrival at your vacation rental is delayed and causes you to lose 50% or more of the trip duration due to the reasons covered under Travel Delay.
- 17. Your involuntary termination of employment or layoff that occurs more than 15 days after your effective date and was not under your control.

# **Travel Delay Coverage and Benefits**

If your trip is delayed for 12 consecutive hours or more, we will reimburse you, up to the amount shown in the Schedule of Services and Coverages, for reasonable additional expenses incurred by you for lodging arrangements, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible.

#### **Covered events for Travel Delay Benefits include:**

Common carrier delay; loss or theft of your passports, travel documents or money; quarantine; hijacking; natural disaster; inclement weather; a documented traffic accident while you are en route to your destination; unannounced strike; civil disorder; your, your traveling family member's, or traveling companion's sickness or injury; or your traveling family member's or traveling companion's death.

#### **Accidental Death Benefits**

We will pay this benefit up to the amount in the Schedule of Services and Coverages if you or your traveling companion are killed in an accident that occurs while you or your traveling companion are on a trip and covered under this policy.

#### **Emergency Assistance Benefits**

We will pay this benefit, up to the amount on the Schedule of Services and Coverages, for the following covered expenses incurred by you.

- 1. Physician-ordered emergency medical evacuation to the nearest suitable hospital.
- 2. Non-emergency medical evacuation to your home.
- Economy-class airfare to the hospital for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days.
- 4. Economy-class airfare to your home in the United States, Canada, or United Kingdom including escort expenses, if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult.
- Economy-class airfare to your home in the United States, Canada, or United Kingdom from a medical facility to which you were previously evacuated.
- Repatriation expenses for preparation and air transportation of your remains to your home in the United States, Canada, or United Kingdom.

# Emergency Assistance Benefits are subject to the following:

Covered expenses will only be payable at the usual and customary level of payment; benefits will be payable only for covered expenses resulting from a sickness that first manifests itself or an injury that occurs while on a trip; and benefits payable as a result of incurred expenses will only be paid after benefits have been paid under any other valid and collectible group insurance in effect for you. Covered expenses items 1, 2 and 4 above are subject to the program medical advisor's prior approval.

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# **Baggage Delay**

We will reimburse you, up to the amount in the Schedule of Services and Coverages, for the cost of additional clothing and personal articles purchased by you, if your baggage is delayed for 24 hours or more during your trip. We will also reimburse you up to \$25 to expedite the return of your baggage.

#### **GENERAL PLAN EXCLUSIONS**

# The following exclusion applies to all coverages except Baggage Delay:

We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, including death that results therefrom. This exclusion does not apply to benefits under covered expenses item 1, 2 or 6 of the Emergency Assistance Benefits coverage.

**Pre-Existing Conditions** are illnesses, diseases or any other conditions for which a person received, or received a recommendation for, a diagnostic test, examination or medical treatment; or took or received prescription drugs or medicine during the 60 day period immediately prior to purchasing this plan.

# Pre-Existing Condition Exclusion Waiver The Pre-Existing Condition exclusion will be waived provided:

- 1. the payment for this plan is received prior to or with the final payment for your vacation rental; and
- you are not disabled from travel at the time you make your plan payment.

### The following exclusion applies to all coverages:

We will not pay for any loss under the plan caused by, or resulting from:

- Your, your traveling companion's, or family member's suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO & MO);
- 2. mental, nervous, or psychological disorders;
- 3. being under the influence of drugs or intoxicants, unless prescribed by a physician;
- 4. normal pregnancy or resulting childbirth or elective abortion;
- 5. participation as a professional in athletics;
- 6. participation in organized amateur and interscholastic athletic or sports competition or events;
- 7. riding or driving in any motor competition;
- 8. declared or undeclared war, or any act of war;
- 9. civil disorder (does not apply to Travel Delay);
- 10. service in the armed forces of any country;
- nuclear reaction, radiation or radioactive contamination:

- operating or learning to operate any aircraft, as pilot or crew;
- mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing or travel on any air supported device, other than on a regularly scheduled airline or air charter company;
- any unlawful acts, committed by you, a traveling companion or family member traveling with you (whether insured or not);
- any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- a loss or damage caused by detention, confiscation or destruction by customs;
- 17. elective treatment and procedures:
- medical treatment during or arising from a trip undertaken for the purpose or intent of securing medical treatment:
- 19. financial insolvency of the person, organization or firm from whom you directly purchased or paid for your trip;
- business, contractual or educational obligations of you, a family member, or traveling companion;
- failure of any tour operator, common carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
- 22. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

# WHERE TO PRESENT A CLAIM

All claims should be presented to the Program Administrator:

#### **CSA Travel Protection**

P.O. Box 939057 San Diego, CA 92193-9057 (800) 541-3522 (Toll-Free)

# **CLAIMS PROVISIONS**

**Proof of Loss** Written proof of loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written proof of loss within the time allowed. In any event, you must give us written proof of loss within twelve (12) months after the date the loss occurs unless you are legally incapacitated.

**Duplication of Coverage** You may only purchase one plan from us for each covered trip. If more than one plan is purchased for any trip, the maximum limit of coverage payable will be from the plan with the highest level of benefit. We will refund plan payments received for any other plan for the specific trip.

**Our Right to Recover From Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us.

# TRAVEL INSURANCE IS UNDERWRITTEN BY:

Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 (all states except as otherwise noted) under Policy/Certificate Form series TAHC5000. In CA, CT, HI, NE, NH, PA, TN and TX Policy/Certificate Form series TAHC5100 and TAHC5200. In IL, IN, KS, LA, OR, OH, VT, WA and WY Policy Form #'s TAHC5100IPS and TAHC5200IPS.

#### **IDENTITY THEFT PROTECTION**

PROVIDED BY CSA'S DESIGNATED SERVICE PROVIDER

# Description of Identity Theft Protection Services Brought To You by Intersections, Inc.

Identity theft protection services and insurance coverage are provided along with the Instant CSA Insurance plans. A description of the service, insurance coverage and terms of use is contained in this document.

The services and coverage are only available to persons whose primary residence is in the United States. This plan is administered by CSA Insurance Services.

# **AVAILABILITY OF SERVICES AND COVERAGE**

The Identity Theft Protection Services and Identity Theft Insurance become available at the start of your trip. Services end 180 days (six months) from the date of your scheduled trip departure. Service and coverage only applies to the primary person on the reservation.

# **IDENTITY THEFT PROTECTION SERVICES**

If you suspect someone has compromised your identity, call us toll-free at (866) 298-6846 and ask to be connected with the Identity Theft Recovery Unit.

The Identity Theft Recovery Unit (ITRU) offers fast and responsive support to victims of identity theft. This unit's trained fraud specialists will help guide you through the necessary steps of restoring your credit profile. Specialists are proactive in contacting the credit reporting agencies, creditors and in providing helpful information to assist you with recovering and restoring your credit. The service provides the following benefits:

- Pull a three-bureau credit report with your authorization.
- Assistance reviewing your report to review and identify instances of suspected fraud.
- Assistance in placing Fraud alerts at all three credit reporting agencies at your request.
- Dispute letters written on your behalf for you to review and sign, and for you to forward to Bureaus and Creditors.
- · Assistance with contacting law enforcement agencies.
- A "Recovering from Identity Theft" information kit, including a copy of the three-bureau report which was reviewed.
- Convenient toll-free access to the Identity Theft Recovery Unit so you can contact ITRU with follow-up questions or concerns.
- Six months of daily monitoring and alert service at all three bureaus.

# **IDENTITY THEFT INSURANCE**

In addition to receiving assistance from the Identity Theft Recovery Unit, you are eligible for up to \$20,000 in financial reimbursement, with no deductible, for certain expenses associated with identity theft.

#### Your \$20,000 coverage includes:

- Lost wages (up to \$500 per week for a maximum of four weeks) as a result of time taken off work to deal with the fraud, including wrongful incarceration. Lost wages must occur during the policy period.
- Notary and certified mailing costs for completing and delivering fraud affidavits or similar documents.
- Loan application fees incurred when reapplying for loans when the original application is rejected solely because the lender received incorrect information.
- Long-distance phone charges associated with reporting or discussing an actual identity fraud.
- Attorney fees incurred (with prior Intersections consent) for defending suits (1) brought incorrectly by merchants and their collection agencies, (2) for removing criminal or civil judgments wrongly entered against an Insured Person, and (3) for challenging the accuracy or completeness of any information in a consumer credit file.

The full details of your coverage are set forth in the following Certificate of Insurance. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy provisions, and any applicable law.

# CERTIFICATE OF INSURANCE FOR THE IDENTITY FRAUD EXPENSE COVERAGE MASTER POLICY

This Certificate of Insurance is a coverage description intended to provide important information about the protection available to an **Insured Person** under the Identity Fraud Expense Coverage Master Policy (the "Master Policy"). Keep this coverage description for your records. This coverage description is not an insurance policy and does not amend, extend or alter the coverage afforded by the Master Policy described herein. Terms shown in **bold** in this coverage description are defined in the Master Policy. The insurance afforded by the Master Policy as described herein is subject to all the terms, exclusions and conditions of such Master Policy. The policy period is specified in the Master Policy.

**Policy Number: 104391562** 

Underwritten by:

# Travelers Casualty and Surety Company of America Hartford, CT 06183 ("Travelers")

to provide insurance to an Insured Person as described in this Certificate

# Limit of Insurance for any one loss:

Limit of Insurance = \$20,000 Deductible = \$0

# The Master Policy has been issued to:

Intersections Inc.
Chantilly, VA 20151
(the "Master Policy Holder")

#### **General Information:**

Should you have any questions regarding the **Membership Program** provided by the **Master Policy Holder**, or wish to view a complete copy of the Master Policy, please call the customer service number located in your membership materials.

#### Filing a Claim:

To file a claim under the Master Policy, please contact CSA Travel Protection. Telephone: (866) 298-6846

# **INSURING AGREEMENT**

# (1) IDENTITY FRAUD EXPENSE COVERAGE

To reimburse an **Insured Person** for **Expenses** incurred by the **Insured Person** as the direct result of any one **Identity Fraud** discovered during the policy period.

Only an **Insured Person** will be entitled to coverage under this Insuring Agreement (1).

# **CONDITIONS**

#### 1. Definitions:

- a. "Expenses" means
  - Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
  - Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
- iii. Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, to complete fraud affidavits, or due to wrongful incarceration arising solely from someone having committed a crime in the Insured Person's name up to a maximum payment of \$500 per week for a maximum period of four weeks. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal.
- iv. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **Identity Fraud**.
- vi. Reasonable attorney fees incurred, with the Company's prior consent, for:
  - a. defense of lawsuits brought against the Insured Person by merchants or their collection agencies,
  - b. the removal of any criminal or civil judgments wrongly entered against an **Insured Person**, and
  - c. challenging the accuracy or completeness of any information in a consumer credit report.
- b. "Identity Fraud" means the act of knowingly transferring or using, without lawful authority, a means of identification of an Insured Person with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law.

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- c. "Insured Person" means any natural person who is currently subscribed to a Membership Program or affinity group that has been specifically expanded by the Master Policy Holder to include the protection afforded by the Master Policy.
- d. "Master Policy Holder" means Intersections Inc.
- e. "Membership Program" means a membership program sponsored by the Master Policy Holder and that is specifically named within an endorsement attached to the Master Policy.
- f. "Policy Period" means the dates shown in the Master Policy.

#### 2. Exclusions

# The Master Policy does not apply:

- a. to loss due to any fraudulent, dishonest or criminal act by an Insured Person or any person acting in concert with an Insured Person, or by any authorized representative of an Insured Person, whether acting alone or in collusion with others:
- b. to loss other than Expenses;
- c. to an **Identity Fraud** that was discovered, or **Expenses** incurred, when an individual was not an **Insured Person**;
- d. to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or due to any act or condition incident to any of the foregoing;
- e. to loss due to war, whether or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing.

#### 3. Policy Period

**Discovery** - The Master Policy applies only to **Identity Fraud**, occurring anywhere in the world, which is discovered during the **Policy Period** and is reported to the Company during the **Policy Period** or within 30 days following the termination of either:

- a. this Policy; or
- b. membership of the  ${\bf Insured\ Person}$  in a  ${\bf Membership\ Program}.$

# 4. Limits of Insurance

Under Insuring Agreement (1), the limit of the Company's liability per **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations. Under the Master Policy, all losses incidental to an act or series of related acts or arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one occurrence and shall be treated as one loss. However, solely with respect to Insuring Agreement (1), should one such act cause a covered loss to more than one **Insured Person**, the available Limit of Insurance under the Master Policy and the deductible amount shall apply to each **Insured Person** separately.

Regardless of the number of **Membership Programs** that an **Insured Person** is a member of, the Company's liability to such **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations.

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#### 5. Deductible

The Company shall be liable only for the amount by which any loss exceeds the applicable Deductible Amount as shown in the Declarations. This Deductible Amount applies to each and every loss and shall have no aggregate limitation.

#### 6. Recoveries

Any recoveries, less the cost of obtaining them, made after settlement of loss covered by the Master Policy will be distributed as follows:

- a. first, to the Insured Person, until the Insured Person is reimbursed for any loss that was sustained by the Insured Person that exceeds the Limit of Insurance and the Deductible Amount. if any:
- b. then to the Company, until the Company is reimbursed for the settlement made; and
- c. then to the **Insured Person** until the **Insured Person** is reimbursed for that part of the loss equal to the Deductible Amount, if any.

Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

# 7. Ownership Interests Covered

This Policy shall be for the sole use and benefit of the **Insured Persons** and the **Master Policy Holder**. It provides no rights or benefits to any other person, entity, or organization.

#### 8. Insured Duties When Loss Occurs

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of the Master Policy, the **Insured Person** shall give notice thereof as soon as practicable to the Company, and file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss. If the loss involves a violation of law, the **Insured Person** shall also notify the police.

Upon the Company's request, the **Insured Person** shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. Compliance with all terms and conditions of the Master Policy are conditions precedent to recovery under the Master Policy.

The **Insured Person** shall keep books, receipts, bills and other records in such manner that the Company can accurately determine therefrom the amount of any loss. At any time subsequent to the reporting thereof to the Company, the Company may examine and audit the **Insured Person's** books and records as they relate to a loss under the Master Policy.

#### 9. Other Insurance

If there is any other valid and collectible insurance which would apply in the absence of the Master Policy, the insurance under the Master Policy shall apply only as excess insurance over such other insurance.

#### 10. Action Against Company

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of the Master Policy, nor until 90 days after the required proof of loss has been filed with the Company, nor at all unless commenced within two years from the date when the **Insured Person** first discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of the Master Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.

# 11. Subrogation

In the event of any payment under the Master Policy, the Company shall be subrogated to all the **Insured Person's** rights of recovery therefore against any person or organization, and the **Insured Person** shall execute and deliver instruments and papers and shall take whatever other actions are necessary to secure such rights for the Company. The **Insured Person** shall not take any action after the discovery of any loss that would prejudice such rights.

#### 12. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of the Master Policy or stop the Company from asserting any right under the terms of the Master Policy; nor shall the terms of the Master Policy be waived or changed, except by endorsement issued by the Company and made to form a part of the Master Policy.

#### 13. Assignment

Assignment of interest under the Master Policy shall not bind the Company until its consent is endorsed herein.

# 14. Concealment or Misrepresentation

The Master Policy is void as to any **Insured Person** if, at any time, said **Insured Person** intentionally conceals or misrepresents a material fact concerning either the insurance afforded by the Master Policy or a claim under the Master Policy.

# **TERMS OF USE**

Legally Binding Terms. You have purchased the product or service you have ordered (the "Product") from CSA Insurance Services ("CSA"). The Product is delivered to you by its provider Intersections Inc., a company located in Chantilly, Virginia ("Intersections"). Your order of the Product constitutes your acceptance of these Terms of Use and the enclosed Certificate of Insurance. If you ordered this Product on behalf of someone else, you must deliver these Terms of Use, together with the enclosed Certificate of Insurance, to that person as a condition of your use of the Product. These Terms of Use, together with the enclosed Certificate of Insurance, are binding on you and each other person on behalf of whom you ordered the Product.

**Use.** You may use the Product only for non-commercial purposes. You may not use the Product for anyone else.

**Service Period**. You may use the Product for a period of six months commencing on your travel date, after which time your use of the Product expires.

No Representations or Warranties. THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS ONLY. INTERSECTIONS AND CSA DO NOT MAKE, AND EXPRESSLY DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, OR ARISING OUT OF COURSE OF DEALING OR USAGE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE WITH DATA, AVAILABILITY, OR THAT THE PRODUCT IS ERROR-FREE. YOU ARE SOLELY RESPONSIBLE FOR ANY USE YOU MAKE OF THE PRODUCT OR ACTION OR DECISION YOU MAKE BASED ON IT.

Limitation of Liabilities. IN NO EVENT MAY INTERSECTIONS OR CSA BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES ARISING FROM OR RELATED TO THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. INTERSECTIONS' AND CSA'S TOTAL LIABILITY ARISING FROM OR RELATED TO THE PRODUCT MAY NEVER EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

Third-Party Providers. The Product contains information provided by one or more credit reporting agencies, as identified in your materials: The Product may contain credit score analysis provided by one or more third-party providers, as identified in your materials. INTERSECTIONS DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE INFORMATION PROVIDED BY ANY CREDIT REPORTING AGENCY OR SCORE ANALYSIS PROVIDER.

**Changes.** Intersections in its sole discretion may modify or cancel the Product at any time without notice to you, and may modify these Terms of Use by posting the changes on the Product Web site. The changes will be binding on you.

General. These Terms of Use are governed by the laws of the Commonwealth of Virginia, USA, exclusive of its choice of law principles. Any claim arising out of or relating to the Product shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association on an individual basis not consolidated with any other claim. Any party, however, may seek interim injunctive relief in a court of competent jurisdiction. Identity theft insurance is governed by additional terms and conditions stated in the certificate provided to you with these materials. These Terms of Use, together with the enclosed Certificate of Insurance state the exclusive terms, conditions, representations and warranties governing the Product.

# TRADEMARK AND COPYRIGHT

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