

## CSA TRAVEL PROTECTION

## Vacation Rental Insurance

## CSA Travel Protection

## CERTIFICATE

## PLAN CODE CSA320

(AS OF 06/01/06)

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

**FOR CERTIFICATE INQUIRIES OR CUSTOMER SERVICE, CALL:****(866) 999-4018****FOR EMERGENCY ASSISTANCE****24 HOURS A DAY DURING YOUR TRIP, CALL:**

IN THE U.S.

**(866) 816-2068**

COLLECT WORLDWIDE

**(603) 328-1737****DESCRIPTION OF 24-HOUR EMERGENCY ASSISTANCE SERVICES**

ASSISTANCE SERVICES WILL BE PROVIDED BY CSA'S DESIGNATED PROVIDER

**Available Services**

Various 24-Hour Emergency Assistance Services are provided under the CSA Travel Protection packages. A description of all 24-Hour Emergency Assistance Services offered is contained in this document. The 24-Hour Emergency Assistance Services are only available to persons whose primary residence is in the United States or Canada. This plan is administered by CSA Insurance Services.

**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.

You should have available your Certificate number, your location, a local telephone number, and details of the situation. The assistance provider will confirm your enrollment and assist you. If you cannot call collect from your location, dial direct and give the assistance coordinator your telephone number and location and they will call you back.

To call collect from a foreign country, you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit [www.consumer.att.com/global/english/away/directservice.html](http://www.consumer.att.com/global/english/away/directservice.html) for information on how to reach an English-speaking operator. If you were unable to reach CSA collect and paid for your call, we will ask you for a number to phone you back at so you will pay no further charges.

**Seek local help if your emergency is immediate and life-threatening, and contact the assistance provider by calling the hotline as soon as reasonably possible.**

Help services have been included in this program to provide, whenever possible, on-the-spot and immediate assistance for those unexpected problems that can arise during your trip.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; they will, however, make all reasonable efforts to provide services and help resolve your problem.

The assistance provider's staff will do their best to refer you to appropriate providers. However, the assistance provider and CSA cannot be held responsible for the quality or results of any services provided by these independent practitioners.

**Availability of Services**

The 24-Hour Emergency Assistance Services become available when you actually start 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 Help Line are available upon the purchase of this plan.

**EMERGENCY ASSISTANCE SERVICES****Nurse Help Line**

The assistance provider shall provide you with clinical assessment, education and general health information. This service shall be performed by Registered Nurses - available 24 hours a day, seven days a week - to assist in identifying the appropriate level and source(s) of care for you (based on symptoms reported and/or healthcare questions asked). Nurses shall not diagnose your ailments.

**Medical Referral**

If an emergency occurs during a trip that requires you to seek urgent medical advice, you should call the 24-Hour Emergency Hotline to obtain the names of local qualified doctors who speak your language. If additional medical services are required, the assistance provider is prepared to consult with the attending physician and provide such assistance, as they believe to be in your best interest.

**Emergency Cash Transfer**

If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will, whenever possible, help arrange for an emergency cash transfer in currency, traveler's checks, or other form acceptable to the assistance provider. These funds must come from your major credit card(s) or from family and/or friends.

**Legal Referral**

The assistance provider will provide travelers with access or referrals to the most conveniently located attorneys available during regular working hours. Assistance will also be provided in obtaining bail bonds in those geographical locations where such bonds are customarily issued. You are responsible for contracted legal fees.

**Lost Ticket and Passport Assistance**

The assistance provider will, whenever possible, provide you with referrals and information to assist in obtaining replacements for lost or stolen travel documents, passports, travel tickets, etc.

**Emergency Prescription Refill Assistance**

The assistance provider will assist you, whenever possible, in obtaining a replacement of an existing prescription when your medication has been lost, stolen, or if you are in need of a refill. The prescription will be refilled by a licensed pharmacist or other authorized personnel in the country in which you are traveling. It will be replaced with the same brand of medication prescribed in the U.S., or the equivalent in the country in which you are traveling. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician. Replacement medication and visit to a local physician will be at your expense.

**Pre-Trip Travel Advice**

The assistance provider can provide information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

**Lost Baggage Tracking**

The assistance provider will assist travelers with the tracking of lost baggage.

## Emergency Messaging

The assistance provider will provide emergency messaging to and from the traveler's home and/or family, friends, personal physicians and employers.

## 10-DAY RIGHT TO EXAMINE CERTIFICATE:

If you are not satisfied for any reason, you may return your certificate within 10 days after receipt. Your plan payment will be refunded, provided there has been no incurred covered expense. When so returned, the certificate is void from the beginning. Return the certificate to our authorized agent.

**After this 10-day period, the payment for this plan is non-refundable.**

## ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

### Who is Eligible for Coverage

A person who has arranged to take a Covered Trip, and pays the required plan payment, and is a resident of the United States of America or Canada.

### When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation and Post-Departure Trip Interruption) will take effect on the later of: 1) the date the plan payment has been received by our authorized agent; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

Pre-Departure Trip Cancellation coverage will take effect at 12:01 A.M. Standard Time on the day after the date your plan payment is received by our authorized agent.

Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Trip if the required plan payment is received.

### When Coverage Ends

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or
4. cancellation of the Covered Trip covered by the plan.

All coverages under the plan will be extended if your entire Covered Trip is covered by the plan and your return is delayed by unavoidable circumstances beyond your control.

If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

## SUMMARY OF COVERAGES

### Accidental Death and Dismemberment

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Accident, which occurs while you are on a Covered Trip, and covered under the plan, and you suffer one of the losses listed below within 180 days of the Accident. The principal sum is the benefit amount shown on the Schedule.

### Loss: Percentage of Principal Sum Payable:

Life . . . . .	100%
Both Hands; Both Feet . . . . .	100%
Sight of Both Eyes; One Hand and One Foot . . . . .	100%
One Hand and Sight of One Eye . . . . .	100%
One Foot and Sight of One Eye . . . . .	100%
One Hand; One Foot or Sight of One Eye . . . . .	50%

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. Loss of a hand or foot means complete severance at or above the wrist or ankle joint. Loss of sight of an eye means complete and irrecoverable loss of sight.

### Exposure and Disappearance

If by reason of an Accident covered by the plan, you are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which benefits are otherwise payable; such loss shall be covered hereunder.

If you are involved in an Accident which results in the sinking or wrecking of a conveyance in which you were riding and your body is not located within one year of such Accident, it will be presumed that you suffered loss of life resulting from Injury caused by the Accident.

### Emergency Assistance Benefits

We will pay this benefit, up to the amount on the Schedule, for the following Covered Expenses incurred by you, subject to the following: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Trip; 3) benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses, which exceeds the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance.

**Please refer to the Definitions, for an explanation of Pre-Existing Conditions, which are excluded under the Emergency Assistance Benefits.**

### Covered Expenses:

1. expenses incurred by you for Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to the Program Medical Advisor's prior approval;
2. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to your place of residence in the United States of America or Canada, when deemed medically necessary by the attending physician, subject to the Program Medical Advisor's prior approval;

3. expenses for transportation not to exceed the cost of one round-trip economy-class air fare, to the place of hospitalization for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days;
4. expenses for transportation, not to exceed the cost of one-way economy-class air fare, to your place of residence in the United States of America or Canada, 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(s), subject to the Program Medical Advisor's prior approval;
5. expenses for one-way economy-class air fare (or first class, if your original tickets were first class) to your place of residence in the United States of America or Canada, from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the plan;
6. repatriation expenses for preparation and air transportation of your remains to your place of residence in the United States of America or Canada, or up to an equivalent amount for a local burial in the country where death occurred, if you die while outside the United States of America or Canada.

## Trip Cancellation and Trip Interruption Benefits

### Pre-Departure Trip Cancellation

We will pay a Pre-Departure Trip Cancellation Benefit, up to the amount in the Schedule, if you are prevented from taking your Covered Trip due to your, your Family Member's, or Traveling Companion's Sickness, Injury, or death that occurs before departure on your Covered Trip. The Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) require the examination and treatment by a Physician, in person, at the time the Covered Trip is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Trip.

We will pay a benefit if you are prevented from taking your Covered Trip due to Other Covered Events, as defined, that occur before departure on your Covered Trip.

### Pre-Departure Trip Cancellation Benefits

We will reimburse you, up to the amount in the Schedule, for the amount of forfeited, prepaid, non-refundable, non-refunded, and unused published payments or deposits that you paid for your Covered Trip. We will pay your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is canceled and your Covered Trip is not canceled.

### Post-Departure Trip Interruption

We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to your, a Family Member's, or Traveling Companion's Sickness, Injury, or death. For item 1 above, the Sickness or Injury

must: a) commence while your coverage is in effect under the plan; b) for item 2 above, commence while you are on your Covered Trip and your coverage is in effect under the plan; and c) for both items 1 and 2 above, require the examination and treatment by a Physician, in person, at the time the Covered Trip is interrupted or delayed; and d) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Trip or to prevent you from continuing your Covered Trip.

We will pay a benefit if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to Other Covered Events, as defined.

#### **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:

1. the additional transportation expenses by the most direct route from the point you interrupted your Covered Trip:
  - a. to the next scheduled destination where you can catch up to your Covered Trip; or
  - b. to the final destination of your Covered Trip; or
2. the additional transportation expenses incurred by you by the most direct route to reach your original Covered Trip destination if you are delayed and leave after the Scheduled Departure Date.

However, the benefit payable under 1 and 2 above will not exceed the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route less any refunds paid or payable for your unused original tickets.

3. your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is interrupted and your Covered Trip is continued.

#### **Travel Delay**

If your Covered Trip is delayed for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule for reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and local transportation while you are delayed. We will not pay benefits for expenses incurred after travel becomes possible.

#### **Travel Delay must be caused by or result from:**

- a. Common Carrier delay; or
- b. loss or theft of your passport(s), travel documents or money; or
- c. quarantine; or
- d. hijacking; or
- e. natural disaster or adverse weather; or
- f. a documented traffic accident while you are en route to departure; or
- g. unannounced strike; or
- h. a civil disorder; or

- i. your, a Family Member traveling with you or a Traveling Companion's Injury or Sickness; or
- j. a Family Member traveling with you or a Traveling Companion's death.

#### **Baggage Delay Benefit**

We will reimburse you, up to the amount shown in the Schedule for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 24 hours or more during your Covered Trip. We will also reimburse you up to \$25 for expenses incurred during your Covered Trip to expedite the return of your delayed baggage. This coverage terminates upon your arrival at the return destination of your Covered Trip.

#### **DEFINITIONS**

In the Certificate, "you", "your" and "yours" refer to the Insured. "We", "us" and "our" refer to the company providing this coverage. In addition, certain words and phrases are defined as follows:

**ACCIDENT** means a sudden, unexpected, unintended and external event, which causes Injury.

**BAGGAGE** means luggage, personal possessions and travel documents taken by you on the Covered Trip.

**COMMON CARRIER** means any land, water or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**COVERED TRIP** means: 1) A period of round-trip travel away from Home to a destination outside your 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 enrolls; the trip does not exceed 180 days.

**DOMESTIC PARTNER** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**ELECTIVE TREATMENT AND PROCEDURES** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

**FAMILY MEMBER** includes your or your Traveling Companion's dependent, spouse, child, spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services

which is duly licensed in the state(s) of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Covered Trip. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**HOME** means your primary or secondary residence.

**HOSPITAL** means an institution which meets all of the following requirements:

1. it must be operated according to law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24-hour call or duty; and
5. the care must be given either on the hospital's premises or in facilities available to the hospital on a prearranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

**INJURY** means bodily harm caused by an Accident which: 1) occurs while your coverage is in effect under the plan; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**INSURED** means an eligible person who arranges a Covered Trip, and pays any required plan payment.

**INSURER** means Stonebridge Casualty Insurance Company.

**OTHER COVERED EVENTS** means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy:

1. Common Carrier delays resulting from inclement weather, or mechanical breakdown of the aircraft, ship or boat or motor coach on which you are scheduled to travel, or organized labor strikes that affect public transportation;
2. arrangements canceled by an airline, cruise line, motor coach company, or tour operator, resulting from inclement weather, mechanical breakdown of the aircraft, ship or boat or motor coach on which the Insured is scheduled to travel, or organized labor strikes that affect public transportation.

#### **Items 1 and 2 above are subject to the following conditions:**

- a. the scheduled carrier connecting times must meet airline required legal minimum connect times; and
- b. the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled trip departure must be 2 hours or longer.

3. a change in plans by you, a Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:
  - a. being directly involved in a documented traffic accident while en route to departure;
  - b. being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, a Family Member traveling with you or a Traveling Companion is not 1) a party to the legal action, or 2) appearing as a law enforcement officer;
  - c. your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
  - d. being called into active military service to provide aid or relief in the event of a natural disaster;
  - e. a documented theft of passports or visas;
  - f. a transfer of employment of 250 miles or more;
  - g. a Terrorist Act which occurs in your departure city or in a city which is a scheduled destination for your Covered Trip provided the Terrorist Act occurs within 30 days of the Scheduled Departure Date for your Covered Trip;
  - h. your or your Traveling Companion's or traveling Family Member's approved, written military leave involuntarily revoked as a result of being temporarily or permanently reassigned, being called to active military reserve or an extension of deployment beyond a defined tour of duty within 30 days of your departure date. All leave must be approved prior to the Policy effective date. Full or partial mobilization or mass reassignment of Armed Forces, invocation of the War Powers Act, base or unit mobilization is not covered;
  - i. the primary or secondary school where you or your traveling Family Member or Traveling Companion attend(s) must extend its operating session beyond its predefined school year, due to unforeseeable events commencing while our plan is in effect, which cause the extension of the predefined school year and the travel dates for the Covered Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered;
  - j. your involuntary termination of employment or layoff, which occurs more than 15 days after your effective date of coverage and was not under your control. You must have been continuously employed with the same employer for 5 years prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors or self-employed persons;
  - k. mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at your

destination due to adverse weather or natural disaster. In order to cancel or interrupt your Covered Trip, you must have 4 days or 50% of your total Covered Trip length or less remaining on your Covered Trip at the time the mandatory evacuation ends;

- l. interruption of water, electric, sewage or gas service(s) at your destination or interruption of road service, due to adverse 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 service(s) or to resumption of service(s), whichever comes first.

#### **OTHER VALID AND COLLECTIBLE GROUP INSURANCE**

means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

**PHYSICIAN** means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

**PRE-EXISTING CONDITION** means an illness, disease, or other condition during the 60-day period immediately prior to your effective date for which you or your Traveling Companion or Family Member is scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this Policy.

**SCHEDULED DEPARTURE DATE** means the date on which you are originally scheduled to leave on your Covered Trip.

**SCHEDULED RETURN DATE** means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

**SCHEDULED TRIP DEPARTURE CITY** means the city where the scheduled trip on which you are to participate originates.

**SICKNESS** means an illness or disease of the body which: 1) requires examination and treatment by a Physician, and 2) commences while the plan is in effect.

**TERRORIST ACT** means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**TRAVELING COMPANION** means a person whose name(s) appear(s) with you on the same Covered Trip arrangement and who, during the Covered Trip, will share accommodations with you in the same room, cabin, condominium unit, apartment unit, or other lodging.

**UNINHABITABLE** means the dwelling is not suitable for human occupancy in accordance with local public safety guidelines.

#### **GENERAL PLAN EXCLUSIONS**

**The following exclusion applies to the Accidental Death and Dismemberment coverage:**

1. We will not pay for loss caused by or resulting from Sickness of any kind.

**The following exclusion applies to the Emergency Assistance, Trip Cancellation, Trip Interruption, and Travel Delay coverages:**

2. We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the plan, including death that results therefrom. This Exclusion does not apply to benefits under Covered Expenses items 1 and 2 (emergency medical evacuation) or item 6 (repatriation of remains) of the Emergency Assistance Benefits Coverage.

**The following exclusion applies to all coverages:**

3. We will not pay for any loss under the plan, caused by, or resulting from:
  - a. your, your Traveling Companion's, or Family Member's suicide, attempted suicide, or intentionally self-inflicted injury, booked to travel with you, while sane or insane (while sane in CO & MO);
  - b. mental, nervous, or psychological disorders;
  - c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - d. normal pregnancy or resulting childbirth or elective abortion;
  - e. participation as a professional in athletics;
  - f. participation in organized amateur and interscholastic athletic or sports competition or events;
  - g. riding or driving in any motor competition;
  - h. declared or undeclared war, or any act of war;
  - i. civil disorder (does not apply to Travel Delay);
  - j. service in the armed forces of any country (does not apply to 3d of Other Covered Events);
  - k. nuclear reaction, radiation or radioactive contamination;

- l. operating or learning to operate any aircraft, as pilot or crew;
- m. 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;
- n. any unlawful acts, committed by you or a Traveling Companion (whether insured or not);
- o. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
- p. a loss or damage caused by detention, confiscation or destruction by customs;
- q. Elective Treatment and Procedures;
- r. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
- s. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits;
- t. business, contractual or educational obligations of you, a Family Member or a Traveling Companion (does not apply to 3f, 3i, or 3j of Other Covered Events);
- u. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
- v. 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.

## WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION

**The Pre-Existing Condition Exclusion is waived provided you meet all of the following requirements:**

1. the payment for this plan is received with or before the final payment for your Covered Trip; and
2. you are not disabled from travel at the time you make your plan payment.

## GENERAL PROVISIONS

**Arbitration** If we and you disagree on the amount of loss, either may make written demand for arbitration. In this event, each party will select a competent and impartial arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will 1) pay the expense if incurred and 2) bear the expenses of the third arbitrator equally. A decision agreed to by two arbitrators will be binding.

**Concealment or Fraud** We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to the coverage plan.

**Conformity to Law** Any provision of the plan that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Duplication of Coverage** You may only purchase one certificate from us for each Covered Trip. If you do purchase more than one certificate for a specific Covered Trip, the Maximum Limit of Coverage payable will be as specified in the certificate with the highest level of benefits. We will refund plan payments received from you under any other certificate.

**Entire Contract; Changes** The plan may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of the plan. No agent or other person may change the plan or waive any of its terms. The change will be endorsed on the plan.

**Examination Under Oath** As often as we may reasonably require, you or any person making a claim under the plan must submit to examination under oath.

**Maximum Limit of Coverage** The maximum benefit amount for each claim is listed in the Schedule, subject to the individual benefit amount and the company's Maximum Limit of Liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's Maximum Limit of Liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each Insured subject to the above limitations.

**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. You and anyone else we insure will do nothing after the loss to affect our rights.

## CLAIMS PROVISIONS

**Notice of Claim** We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

**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.

**Physical Examination and Autopsy** At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

**Legal Actions** No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a

time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

**Payment of Claims** Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

## TRAVEL INSURANCE IS UNDERWRITTEN BY:

Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy/Certificate Form series TAHC5000GCS and TAHC5000GPS.

## 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)**

## CERTIFICATE STATE EXCEPTIONS

The following amendments do not waive, alter, or extend any conditions or provision of the Policy except to the extent shown below. It is subject to all the terms and limitations of the Policy.

These amendments take effect and expire concurrently with the Certificate to which it is attached.

**ALASKA RESIDENTS (TAHC5000AS.AK)**  
The **GENERAL PROVISIONS, CONCEALMENT OR FRAUD** section, is deleted in its entirety and replaced with the following:

### CONCEALMENT OR FRAUD

We do not provide coverage when the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy if: 1) fraudulent; 2) material or hazardous in our acceptance; or 3) in good faith we would not have issued the Policy or not issued a policy in as large an amount, or at the same premium rate, or provided coverage with respect to the hazard resulting in the loss if the true facts had been known.

**COLORADO RESIDENTS** – Disclosure: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to any insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**FLORIDA RESIDENTS** (TAHC5000AC.FL)

The second sentence in the **LEGAL ACTIONS** provision under **CLAIMS PROVISIONS** is deleted and replaced by the following sentence: No such action will be brought after five years from the time written Proof of Loss is required to be given.

Please direct all inquiries or to obtain information about this coverage and to provide assistance in resolving complaints to CSA Travel Protection at 1-866-999-4018.

The definition of **FINANCIAL INSOLVENCY** under the **DEFINITIONS** section is amended to remove the last sentence; "There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services."

The **LOSSES NOT COVERED** section of the **EMERGENCY ASSISTANCE BENEFITS** provisions is deleted entirely and replaced with:

**LOSSES NOT COVERED** we will not pay Medical Expense Benefits if an Insured's Covered Trip destination is traveling to his/her Home.

**MARYLAND RESIDENTS** (TAHC5000AS.MD)

The **CLAIMS PROVISION, LEGAL ACTIONS** section, is deleted in its entirety and replaced with the following:

**LEGAL ACTIONS** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the written Proof of Loss is required to be furnished.

**MISSISSIPPI RESIDENTS** (TAHC5000AS.MS)

The **GENERAL PROVISIONS** is amended as follows:

**OUR RIGHT TO RECOVER FROM OTHERS**

Payments of any benefits will allow us to be subrogated to and succeed to the rights of the Insured for recovery against any person, organization or carrier in accordance with applicable laws if you have been fully compensated. The Insured and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. The Insured and anyone else we insure will do nothing after the loss to affect our right.

The **CLAIMS PROVISIONS** is amended as follows:

The autopsy provision of the **PHYSICAL EXAMINATION AND AUTOPSY** section is deleted.

The following is added to the **PAYMENT OF CLAIMS** section: Medical expense benefits for Covered Expenses will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted in paper format. A "clean claim" means a claim received by us for adjudication and which requires no further information, adjustment or alteration by the provider of services or the Insured in order to be processed and paid by us. In the event medical expense benefits due are not paid within the applicable time period prescribed, we will pay interest on accrued medical expense benefits at the rate of one and one-half percent (1.5%) per month until the claim is finally settled or adjudicated. In the event we fail to

pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, and any interest, which may accrue, and any other damages.

**ARBITRATION AGREEMENT** (TAHC5001AS.MS)

This Arbitration Agreement requires both You and Us (the "Parties" to this Policy) to resolve by arbitration, and not in a court of law, any and all disputes, benefit claims, or disagreements that remain unresolved following negotiation.

The Parties shall negotiate in good faith to resolve disputes of any kind concerning or relating to this Policy. Dispute subject to this Arbitration Agreement include, but are not limited to, the following areas:

- Interpretation of this Policy;
- Benefit payments;
- Ownership;
- Beneficiary Designation;
- Assignment;
- Replacement;
- Conversion;
- Reinstatement;
- Premium payments;
- Sales representations or sales presentations;
- The taking of the application;
- Information contained in the application;
- Agent conduct;
- Any claim alleging fraud, misrepresentation, deceit, suppression of any material fact or how the Policy was sold; or
- Any other matter arising out of or relating in any way to this Policy or your relationship with the company, its agents, servants, employees, officers, directors or affiliate companies.

The parties shall have sixty (60) days from the first day the dispute is communicated by one party to the other to resolve the dispute. If the dispute concerns a benefit claim, the sixty (60) day time period begins on the date we receive due Proof of Loss and sufficient information to make a claim decision. If the parties do not resolve the dispute within sixty (60) days, the unresolved dispute shall be submitted to binding arbitration upon written notice by either party to the other.

Arbitration shall commence within sixty (60) days after giving written notice of election to arbitrate a dispute. Arbitration proceedings shall be conducted in your county of residence, unless another location is mutually agreed upon by both parties. The Arbitration proceeding shall be governed by the Federal Arbitration Act and The Arbitration Rules of the American Arbitration Association. Upon your request, we will provide to you, at no charge, a copy of the rules of The American Arbitration Association that will govern any Arbitration proceeding hereunder. We shall pay the cost of all Arbitration proceedings, except for the cost of your representation, experts, witness fees, and expenses. However, the arbitrator shall have the authority to order a party to pay the cost of all Arbitration proceedings, including the other party's cost of representation, experts, witness fees, and expenses, based upon applicable law. If a party is entitled to and makes a request for a panel of three (3) arbitrators, that party shall pay all fees for the two (2) additional arbitrators.

The award entered by the arbitrator shall be binding against the parties and enforceable in any court having jurisdiction, but shall not otherwise be subject to judicial review, except in those circumstances set forth in the Federal Arbitration Act.

Your written notice of election to submit a dispute to arbitration should be sent to us at the following address:

STONEBRIDGE CASUALTY INSURANCE COMPANY  
ARBITRATION NOTICE  
ADMINISTRATIVE OFFICE  
520 PARK AVENUE  
BALTIMORE, MD 21201

Should you need additional information regarding this Arbitration Agreement, you may contact us:

Toll free at: (800) 888-0432.

All other Policy Provisions remain unchanged.

**ARBITRATION NOTICE** (TAHC5002.AS.MS)

Important notice about your insurance coverage.

This document affects your legal rights.

**READ THE FOLLOWING INFORMATION CAREFULLY.**

1. The group or blanket policy under which you are covered includes a binding Arbitration Agreement.
2. The Arbitration Agreement requires that any dispute related to your insurance coverage must be resolved by arbitration and not in a court of law.
3. The results of the arbitration are final and binding on you and the insurance company.
4. In an arbitration, one or arbitrators, who are independent, neutral decision maker, render a decision after hearing the positions of the parties.
5. When you become a certificate holder under this insurance Policy, you must resolve any dispute related to the Policy by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7. Should you need additional information regarding the binding Arbitration Provision in the Policy, you may contact our toll free assistance line at (800) 541-3522.

**MONTANA RESIDENTS**(TAHC5000AS.MT)

The following provision is added to the **GENERAL PROVISIONS** section of the Policy:

**CONFORMITY WITH MONTANA STATUTES** The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

The **PHYSICAL EXAMINATION AND AUTOPSY** provision under the **CLAIM PROVISIONS** section of the Policy is deleted in its entirety and replaced with the following:

**PHYSICAL EXAMINATION AND AUTOPSY** At our expense, we have the right to have the Insured examined as often as

necessary while a claim is pending. At our expense, we may require an autopsy in case of death unless the law or religion of the Insured forbids it.

**NORTH CAROLINA RESIDENTS** (TAHC5000AS.NC)  
The following **CAUTIONARY NOTICE** is added to the Policy:

This Policy contains a Pre-Existing Condition Exclusion.

The definition of **OTHER VALID AND COLLECTIBLE GROUP INSURANCE** is deleted in its entirety and replaced by the following:

**OTHER VALID AND COLLECTIBLE GROUP INSURANCE** means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

#### **EXCESS INSURANCE**

This Policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the time of the claim then the amounts of benefit payable by such other medical insurance will become the deductible amount of this Policy if such benefits exceed the deductible amount shown in the Benefit Schedule.

The following exclusion in the **EXCLUSIONS** section is deleted in its entirety:

“nuclear reaction, radiation or radioactive contamination” and replaced with the following:

“nuclear reaction, radiation or radioactive contamination, except for involuntary exposure”.

The **PROOF OF LOSS** provision in the Claims Provisions section of the Policy is deleted in its entirety and replaced by the following:

**PROOF OF LOSS** Written Proof Of Loss must be sent to us within 180 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 the Insured is legally incapacitated.

#### **OKLAHOMA RESIDENTS** (TAHC5000AM.OK)

Under **GENERAL PROVISIONS**, the Arbitration provision is deleted entirely.

Under **GENERAL PROVISIONS**, the first sentence in **OUR RIGHT TO RECOVER FROM OTHERS** is amended to read: We have a right to recover, within 24 months of the payment date in the absence of fraud, to recover any payments we have made from anyone who will be responsible for the loss.

#### **RHODE ISLAND RESIDENTS** (TAHC5000AS.RI)

The **CLAIMS PROVISIONS, PAYMENT OF CLAIMS** section is amended as follows:

The 1<sup>st</sup> paragraph is deleted in its entirety and replaced with the following: Claims for benefits provided by this Policy will be paid not more than 60 days after written proof is received. Benefits are paid to the Insured, unless directed otherwise by the Insured.

The following language is added as paragraph 3: Any payment that we make in good faith will fully discharge us to the extent of that payment.

The **CLAIMS PROVISIONS, PROOF OF LOSS** section, last sentence of the Policy, is deleted in its entirety and replaced with the following: In any event, the Insured must give us written Proof of Loss within twelve (12) months from the time proof is otherwise required, unless you are legally incapacitated.

#### **SOUTH DAKOTA RESIDENTS** (TAHC5000AS.SD)

Under the **EXCLUSIONS** provision, the following item is deleted:

“being under influence of drugs or intoxicants, unless prescribed by a Physician”

The **GENERAL PROVISIONS** is amended as follows:

**ARBITRATION** section is deleted in its entirety and replaced with the following:

**ARBITRATION** If we and the Insured disagree on the amount of loss, both parties must mutually agree to the Arbitration, and each party will select a competent and impartial arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will 1) pay the expense if incurred; and 2) bear the expenses of the third arbitrator equally. A decision agreed to by two arbitrators cannot be binding on either party.

**ENTIRE CONTRACT; CHANGES** section, 2<sup>nd</sup>, paragraph, 3<sup>rd</sup> paragraph, and 4th sentence are deleted in its entirety and replaced with the following: No agent or other person may change this Policy or waive any of its terms, however, if you make a change through the agent and the agent fails to make the change with the Company, the change will be handled as if the agent had made the change. No change will be made except by endorsement.

The **CLAIMS PROVISIONS** is amended as follows:

**LEGAL ACTIONS** section, 2<sup>nd</sup> sentence is deleted in its entirety and replaced with the following:

No such action will be brought after six years from the time written Proof of Loss is required to be given.

#### **WISCONSIN RESIDENTS** (TAHC5000AS.WI)

The **GENERAL PROVISIONS, OUR RIGHT TO RECOVER FROM OTHERS** section, is deleted in its entirety and replaced with the following:

**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. The Insured and any other person to whom we make payment must sign any papers and do whatever is necessary to transfer this right to us. The Insured and any person to whom we make payment

agree(s) to cooperate with us and to do nothing after the loss that will adversely affect our rights. We will not retain any payments until you have been made whole with regard to any claim payable under this Policy.

## **DESCRIPTION OF I.D. THEFT PROTECTION SERVICES**

**This plan is brought to you by Intersections, Inc. and administered by CSA Insurance Services**

**(Only available to U.S. residents)**

### **AVAILABLE SERVICES AND COVERAGE**

Identity theft protection services and insurance coverage are provided along with the CSA Travel Protection 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 Protect 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.

### **IDENTITY THEFT PROTECTION SERVICES**

If you suspect someone has compromised your identity, call us toll-free at (866) 999-4018 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 at no additional cost to you.

### 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) 999-4018

## 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:

- "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.
  - 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.
  - 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**.
- Reasonable attorney fees incurred, with the Company's prior consent, for:
  - defense of lawsuits brought against the **Insured Person** by merchants or their collection agencies,
  - the removal of any criminal or civil judgments wrongly entered against an **Insured Person**, and
  - challenging the accuracy or completeness of any

information in a consumer credit report.

- "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.
- "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**.
- "Master Policy Holder"** means Intersections Inc.
- "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.
- "Policy Period"** means the dates shown in the Master Policy.

### 2. Exclusions

#### The Master Policy does not apply:

- 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;
- to loss other than **Expenses**;
- to an **Identity Fraud** that was discovered, or **Expenses** incurred, when an individual was not an **Insured Person**;
- to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or due to any act or condition incident to any of the foregoing;
- 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:

- this Policy; or
- membership of the Insured Person in a 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

## 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

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**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.

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