



# Rental Car Damage

Travel protection plan description of coverage

*Designed for Owners of The Marriott Vacation Clubs™ by Travelex Insurance Services*

MRCDZ-0925 | 09.25

## CONTACT INFORMATION AND IMPORTANT NOTES

### QUESTIONS PRIOR TO YOUR TRIP DEPARTURE?

Travelex Insurance Services

800.351.5212

8:00am – 7:00pm CT, M-F

[customersolutions@travelexinsurance.com](mailto:customersolutions@travelexinsurance.com)

Reference Plan Number MRCDZ-0925

Not satisfied with your plan? Please contact us to cancel within the 'Twenty-One Day Right to Examine' period (see restrictions on page 1). State Variances Apply.

### NEED ASSISTANCE WHILE TRAVELING?

Zurich Travel Assist

833.264.9693 (*within USA & Canada*)

416.865.2599 (*outside USA & Canada*)

[assistance@zurichtravelassist.com](mailto:assistance@zurichtravelassist.com)

24 Hours a Day, 7 Days a Week

### EXPERIENCE A LOSS AND NEED TO FILE A CLAIM?

Zurich Travel Claims Administration

Start Here - File a Claim Online at [travelexinsurance.com](http://travelexinsurance.com)

833.264.9693

8:30am – 8:00pm ET, M-F

[support@zurichtravelclaims.com](mailto:support@zurichtravelclaims.com)

### IMPORTANT NOTES

**Who is Eligible:** A person who has arranged to take a Trip, pays the required plan cost, and has a Primary Residence in the United States. This travel insurance plan provides coverage for car rental damage, risks and expenses that occur outside the scope of vacation ownership through The Marriott Vacation Clubs.

This is a brief Description of Coverage, which outlines benefits and amounts of coverage available to you. To view your state-filed policy, please click [here](#), and select your state of residence.

# Description of Coverage

## Rental Car Damage Plan

### MRCDZ-0925



ZURICH AMERICAN INSURANCE COMPANY  
1299 Zurich Way  
Schaumburg, Illinois 60196

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## **TWENTY-ONE DAY<sup>1</sup> FREE LOOK PERIOD**

The **Insured** has the right to examine coverage upon receipt of his/her plan. If he/she is not satisfied for any reason, he/she may return his/her plan within 21<sup>1</sup> days after receipt to **Us, Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this plan, the plan and the **Insured's** coverage under this plan will be voided from the outset of coverage and premium will be refunded accordingly.

**THIS INSURANCE PROVIDES** SHORT-TERM TRAVEL RELATED BENEFITS FOR TRIP AT LEAST 100 MILES FROM HOME AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE SCHEDULE FOR WHICH A PREMIUM WAS PAID.

THIS PLAN CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE DOWNLOAD YOUR STATE-SPECIFIC POLICY AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

**PLEASE READ THIS DOCUMENT CAREFULLY**

Bolded words are **Definitions** and can be found in SECTION V – GENERAL DEFINITIONS.

<sup>1</sup> 30 days in IN, NH and UT  
Rental Car Damage Plan MRCDZ-0925



ZURICH AMERICAN INSURANCE COMPANY  
1299 Zurich Way  
Schaumburg, Illinois 60196

## Description of Coverage Rental Car Damage Plan MRCDZ-0925

### DECLARATION PAGE

Policy Number: 0472217

- Item: 1. Insured: Refer to Confirmation of Coverage
- Item: 2. Additional Travelers Covered or Family Members: Refer to Confirmation of Coverage
- Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage  
All Other Benefits: Refer to Confirmation of Coverage
- Item: 4. Trip Departure Date: Refer to Confirmation of Coverage
- Item: 5. Trip Return Date: Refer to Confirmation of Coverage, not to exceed 90 days from Trip  
Departure Date

This is intended as a general description of certain types of insurance and services available to qualified customers through the companies of Zurich in North America, provided solely for informational purposes. Nothing herein should be construed as a solicitation, offer, advice, recommendation, or any other service with regard to any type of insurance product underwritten by individual member companies of Zurich in North America, including Zurich American Insurance Company, 1299 Zurich Way, Schaumburg, IL 60196. Your policy is the contract that specifically and fully describes your coverage, terms and conditions. The description of the policy provisions gives a broad overview of coverages and does not revise or amend the policy. Coverages and rates are subject to individual insured meeting our underwriting qualifications and product availability in applicable states. If you have questions about coverage available under our plans, please review the policy or contact our Administrator, Travelex Insurance Services Inc. 810 N 96th Street, Suite 300, Omaha, NE 68114. Toll Free 800.819.9004. Email: [customersolutions@travelexinsurance.com](mailto:customersolutions@travelexinsurance.com). Travelex Insurance Services Inc. CA Agency license #0D10209. Insurance coverages underwritten by individual member companies of Zurich in North America, including Zurich American Insurance Company (NAIC # 16535).

## SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

Benefits	Maximum Covered Amount per Reservation / Deductible per Reservation
<b>A. Travel Inconvenience Plan</b>	
1. Post-Departure Trip Interruption Benefit <i>Benefit applicable to residents of CT, IN, KS, MO, MT, NY, VA, VT, WA only</i>	Up to 100% of <b>Trip Cost</b> to a maximum of \$100
2. Rental Car Damage Benefit <sup>2</sup> <b>Deductible</b>	\$50,000 \$100 per <b>Covered Trip</b>

## SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. EFFECTIVE DATE: No coverage for an **Insured** under this **Policy** is in effect until:
  - 1. 12:01 A.M. Standard Time on the **Scheduled Date of Departure**.
- B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.
- C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:
  - 1. the completion date of the **Covered Trip**;
  - 2. the **Scheduled Date of Return**;
  - 3. the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
  - 4. cancellation of the **Covered Trip**.

In no event will coverage be extended due to voluntary reasons without prior consent from the **Administrator**.

Termination will not negate a claim already pending.

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<sup>2</sup> Not available for traveling to Costa Rica, Ireland, Jamaica, or Mexico.

## SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

### A. TRAVEL INCONVENIENCE PLAN

#### 1. POST-DEPARTURE TRIP INTERRUPTION BENEFIT *(benefit included for residents of CT IN KS MO MT NY VA VT and WA only)*

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post- Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, if:

- a. the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured's**, or the **Insured's Family Member's** or **Traveling Companion's** or **Business Partner's** **Sickness**, or **Covered Injury**, or death; or
- b. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured's Family Member, Traveling Companion or Business Partner**.

We will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness**, **Covered Injury**, or death, or **Other Covered Event** commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under this plan. Any **Sickness** or **Covered Injury** must: (i) require the examination or treatment by a **Physician** at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

We will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, due to the **Insured's**, or the **Insured's Family Member's, Traveling Companion's Sickness or Business Partner, Covered Injury**, or death; less any refund paid or payable, for unused land or water travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**) or the unused portion of the amount of **Payments and Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

- (1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or
- (2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare (or the equivalent class of the **Insured's** original tickets) by the most direct route less any refund paid or payable for the **Insured's** unused original tickets.

## 2. RENTAL CAR DAMAGE BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Rental Car Damage Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured** rents a private passenger car that is not an **Exotic Vehicle** and is not a vehicle with an original manufacturer's suggested retail price greater than \$75,000 while on his/her **Covered Trip**, and that car is damaged due to accidental collision, theft, vandalism, windstorm, fire, hail, flood, any cause not in the **Insured's** control while in the **Insured's** possession, or that car is stolen while in the **Insured's** possession and not recovered, **We** will reimburse the **Insured** a Rental Car Damage Benefit, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, for the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- b. the **Actual Cash Value** of the car, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**.

Coverage is provided to the **Insured** and the **Insured's Traveling Companion**, as long as he/she is a licensed driver, is listed on the rental agreement, and is legally and financially responsible for the damages. This coverage is primary to other forms of insurance or indemnity.

### The Insured's duties in the event of rental car damage:

The **Insured** must:

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

## SECTION IV – GENERAL DEFINITIONS

Bold terms within this **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

**Accident** or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

**Actual Cash Value** means the lesser of an item's original purchase price less depreciation or the replacement cost of such item or an item of similar characteristic and quality.

**Administrator** means Travelex Insurance Services, Inc.

**Application** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

**Assistance Provider** means Zurich Travel Assist or the travel assistance provider approved or designated by **Us**.

**Business Partner** means a person who: (i) is involved with the **Insured** or the **Insured's Traveling Companion** in a business relationship, and (ii) is actively involved in the daily operation of the **Insured's** or the **Insured's Traveling Companion's** business.

**Common Carrier** means any regularly scheduled 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 Loss** means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

**Covered Trip:**

a. means:

- (i) a period of round-trip travel away from **Home** to a **Destination** at least 100 miles from the **Insured's Primary Residence**; the purpose of the trip is business or pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an **Insured** applies; the trip does not exceed 90 days, or
- (ii) a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); 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 arrival dates and defined departure and arrival places specified when coverage is elected; and the trip does not exceed 90 days.

**Destination** means any place where the **Insured** expects to travel to on his/her **Covered Trip** as shown on the travel documents.

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the law of the state of residence and who meets the following requirements:

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

To be active, the **Insured** will not have completed a Termination of **Domestic Partner** status form with respect to the **Domestic Partner**.

**Exotic Vehicle** means antique vehicles that are over 20 years old or vehicles that have not been manufactured for 10 or more years.

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse, ex-Spouse, Fiancé, Fiancé's child, child, Spouse's child, Caregiver**, 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, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, foster child, or ward.

**Fiancé** means a person who has documented proof indicating the intent to enter into a legal marriage with the **Insured** at the time of the effective date of the applicable coverage under this **Policy**.

**Financial Insolvency** means total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following 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 travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**Foreign National** means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

**Home** means the **Insured's Primary** or secondary **Residence**.

**Hospital** means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

**Hospital** does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

**Hospitalized or Hospitalization** means admitted to a **Hospital**.

**Inaccessible** means an **Insured** cannot reach his/her **Destination** by the original mode of transportation.

**Insured** means any person who is covered under this **Policy**, and who has arranged to take a **Covered Trip**, and who has completed and submitted the **Application** and who has paid the required premium, and who is a citizen or resident of the United States of America.

**Normal Pregnancy** means a pregnancy that is not considered a **Complication of Pregnancy**.

**Parachuting** means an activity involving the breaking of a free fall from an airplane using a parachute.

**Physician** means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

**Policy** means this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

**Reservation** means the combination of all members of a group of travelers who have booked one single travel arrangement contract with a **Travel Supplier**.

**Schedule** means the schedule in SECTION I – SCHEDULE OF BENEFITS.

**Scheduled Date of Departure** means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

**Scheduled Date of Return** means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

**Spouse** means the **Insured's** legally married spouse.

**Travel Supplier** means the tour operator, and hotel, cruise line or airline, rental company, and similar companies that provides prepaid travel arrangements for the **Insured's Covered Trip**.

**Traveling Companion** means a person accompanying the **Insured** on the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

**We, Us, and Our** means Zurich American Insurance Company.

## SECTION V – GENERAL EXCLUSIONS

Notwithstanding any other term, condition or provision under this plan, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this plan to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

**We** will not pay for any loss under this plan, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member, Traveling Companion, Business Partner** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO).<sup>3</sup>
- b. mental, nervous, or psychological disorders.<sup>4</sup>
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;<sup>5</sup>
- d. **Normal Pregnancy** including **Hospitalization**, resulting childbirth, and elective abortion.<sup>6</sup>
- e. participation as a professional in athletics while on a **Covered Trip**;<sup>7</sup>
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;<sup>7</sup>
- g. riding or driving in any motor competition;<sup>7</sup>
- h. off-road driving, whether as a driver or as a passenger;<sup>7</sup>
- i. declared or undeclared war, or any act of war;
- j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;<sup>8</sup>
- k. service in the armed forces of any country;
- l. nuclear reaction, radiation or radioactive contamination;<sup>9</sup>
- m. operating or learning to operate any aircraft, as pilot or crew;<sup>7</sup>
- n. mountain climbing, snow skiing, bungee jumping, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports;<sup>7,10</sup>
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabiners,

<sup>3</sup> CT: applicable to Insured only. MI, MT, WA: deleted

<sup>4</sup> VT, WA: deleted

<sup>5</sup> MI, NV, VT, WA: deleted

<sup>6</sup> IN, MT, VT, WA: deleted. KS: deleted except for abortion

<sup>7</sup> IL: deleted

<sup>8</sup> CA: doesn't apply to Rental Car Damage Benefit. MI: deleted

<sup>9</sup> CT, IL, VT, WA: deleted

<sup>10</sup> NY: Snow skiing and snowmobiling outside marked trails, heli-skiing/snowboarding/snowmobiling, backcountry skiing/snowboarding/snowmobiling also excluded.

- crampsons, lead/top- rope anchoring equipment and pick-axes.<sup>7</sup>
- p. participating in underwater activities if the depth of the water exceeds 75 feet or more or scuba diving if the depth of the water exceeds 75 feet or more.<sup>7</sup>
- q. the **Insured's** commission of or attempt to commit a felony;
- r. elective medical or holistic treatment or procedures;
- s. failure of any tour operator, **Common Carrier**, other travel supplier, person or agency to provide the bargained-for prepaid travel arrangements/services;
- t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this plan is not in effect for the **Insured**;
- u. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this plan;
- v. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment; or
- w. traveling against the advice or recommendations made by [the United States Centers for Disease Control and Prevention (CDC) or the World Health Organization (WHO) or the United States Department of State;
- x. financial circumstances of the **Insured**, a **Family Member**, or a **Traveling Companion**; or
- y. any government regulation or prohibition.

**We** will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment;
- d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the on date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusions apply to the Rental Car Damage Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
  - (1) any obligation assumed by the **Insured** under any agreement (except insurance collision deductible); rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles, or vehicles used for commercial or livery use, **Exotic Vehicles**, or any vehicle with an original manufacturer's suggested retail price greater than \$75,000;
  - (2) any loss that occurs if the **Insured** is in violation of the rental agreement;
  - (3) failure to report the loss to the proper local authorities and the rental car company;
  - (4) damage to any other vehicle, structure or person as a result of a **Covered Loss**;
  - (5) hauling or vehicles used off maintained roadways; or
  - (6) any intentional act by the Insured resulting in damage to the **Insured's** rented vehicle.

## SECTION VI – GENERAL LIMITATIONS

**LIMITATION ON MULTIPLE COVERED POLICIES:** If an **Insured** can recover benefits under more than one travel or accident policy written by **Us**, **We** will pay under only one policy, the plan policy that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

## SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

## SECTION VIII - HOW TO FILE A CLAIM

- A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this plan's policy number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-833-264-9693 or [support@zurichtravelclaims.com](mailto:support@zurichtravelclaims.com). The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.  
Zurich Travel Claims Administrator  
P.O. Box 1019  
Youngwood, PA 15697  
Telephone: 1-833-264-9693 in the US and Canada  
1-416-865-2599 (collect)
- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.
- D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III –Benefits.

## SECTION IX - PAYMENT OF CLAIMS

- A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this plan provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. WHO **WE** WILL PAY:
  1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured**'s death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured**'s estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
  2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
  3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. This **Insured** will not be considered the beneficiary under this plan's policy if payment is made to the **Insured** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

## SECTION X - GENERAL CONDITIONS

- A. **BENEFICIARIES:** The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this plan's policy other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this plan's policy. In such case, the person to whom he or she has assigned the interest in this plan's policy may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. **CHANGE OR WAIVER:** A change or waiver of any term or condition of this plan's policy must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive this plan's policy provisions, terms or conditions. A failure to exercise any of **Our** rights under this plan's policy will not be deemed as a waiver of such rights in the same or future situations.
- C. **CLERICAL ERROR:** A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. **CONFORMITY WITH STATUTE:** Terms of this plan's policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. **ENTIRE CONTRACT:** This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. **SUIT AGAINST US:** No action on this plan's policy may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. **PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. **ARBITRATION:** Any contest to a claim denial under this plan will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if this plan is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- J. **MISSTATEMENT OF AGE:** If the age of the **Insured** has been misstated, all amounts payable under this plan shall be such as the premium paid would have purchased at the correct age.
- K. **SUBROGATION:** **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured**

recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.

- L. **VALUATION:** All premiums, limits, **Deductibles**, and other amounts under this plan are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this plan is stated in a currency other than United States dollars, payment under this plan shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- M. **HEADINGS:** The titles and headings to the various sections, subsections and endorsements of this plan, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

## TRAVEL ASSISTANCE SERVICES (Provided by Zurich Travel Assist)

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll-free number.

**Within USA & Canada: 833.264.9693**

**Outside USA & Canada: 416.865.2599**

**Your Plan Number: MRCDZ-0925**

### MEDICAL SERVICES

- **Medical Assistance** – Our multilingual team operates within a best-practice framework that places your health and wellbeing at the heart of our decision-making. Our care includes 24/7 emergency assistance and medical case management and extends to vaccination support, medical assessments, counselling, and mobile telemedicine. We also provide information on local medical facilities, clinics, and other service providers.
- **Medical Consultation and Monitoring** – If you become seriously ill or injured, we will provide medical monitoring of your condition. All medical cases are reviewed by our medical case management team at inception of the claim. All cases are risk rated for visibility and determine the number of contacts made to the treating physician and to you and your family. Medical monitoring is performed to ensure the appropriate level of care is provided and to determine the next steps within a case (i.e. if repatriation or evacuation is required).
- **Medical Evacuation** – If you require medical attention of an emergency nature that is not available locally and determined to be medically necessary, you may be transported to a qualified facility capable of stabilizing and/or treating your medical needs. Zurich Travel Assist will make arrangements for ground/air transportation and accompanying medical care as needed.
- **Emergency Medical Payments** – In order to avoid out-of-pocket expenses, Zurich Travel Assist will deal directly with the facility to arrange for the bills to be sent to the appropriate insurance carrier. If treatment or discharge is being denied without a deposit, Zurich Travel Assist can arrange for the deposit by debiting a credit card or receiving a bank wire from either the eligible insured person or other party when payability is not yet established.
- **Prescription Assistance** – Zurich Travel Assist will arrange the replacement of medications that are lost, stolen, or spoiled during a Covered Trip, either locally or by special courier
- **Dependent Transportation & Family Visits** – Depending on the coverage provided in the travel plan, Zurich Travel Assist will arrange for the return home and escort expenses of a minor (age 18 or younger) if s/he is left unattended on a Covered Trip due to hospitalization or death of the accompanying adult. If the travel plan provides the coverage, Zurich Travel Assist will arrange transportation for a person the Insured chooses to visit him/her if the Insured is traveling alone and hospitalized 7 days or more.
- **Repatriation of Remains** – If the need arises in the event of death, we liaise with our panel of vetted providers, to arrange transport burial and cremations, or the careful return of mortal remains.

While the assistance company strives to provide help and advice for unfortunate situations encountered by travelers, immediate resolution may not be possible due to the availability and circumstances beyond their control. The assistance company will make every reasonable effort to refer you to an appropriate medical and legal provider. Neither the Company, assistance company nor Travelex Insurance Services may be held responsible for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive medical treatment.