

Rental Car Damage & Emergency Evacuation Protection

Cover Page

This document holds all of the relevant information you will need in regard to your travel protection plan.

Please review the following two (2) sections:

- **Travel Protection Plan Certificate**
Including Applicable State Exceptions
- **Worldwide Emergency Assistance Services**
Provided by On Call International

INDIVIDUAL TRAVEL PROTECTION POLICY

PLEASE READ THIS DOCUMENT CAREFULLY!

This Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by United States Fire Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

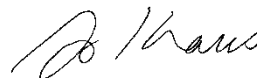
This Policy is a legal contract between You and the Company. It is important that You read Your Policy carefully. Please refer to the Schedule of Benefits, which provides You with specific information about the program You purchased. You should contact the Company immediately if You believe that the Schedule of Benefits is incorrect.

Renewal: Coverage under this Policy is not renewable.

Signed for **United States Fire Insurance Company** By:



Marc J. Adee
Chairman and CEO



James Kraus
Secretary

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SCHEDULE OF BENEFITS

Benefit

Maximum Benefit Amount/Principal Sum

Part B – Travel Insurance Benefits

	Emergency Medical
Evacuation.....	\$7,500

SECTION I. EFFECTIVE DATE AND TERMINATION DATE

When Coverage For Your Trip Begins – Coverage Effective Date:

All Coverages: Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages.

When Coverage For Your Trip Ends – Coverage Termination Date:

All Coverages: Your coverage automatically ends on the earlier of: 1) the date Your Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at Your return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of Your Trip covered by this Policy. Termination of this Policy will not affect a claim for loss that occurs after premium has been paid.

Extension of Coverage: All coverages under this Policy will be extended if Your entire Trip is covered by this Policy and Your return is delayed due to unavoidable circumstances beyond Your control. This extension of coverage will end on the earlier of the date You reach Your originally scheduled return destination or 7 days after the Scheduled Return Date.

SECTION II. COVERAGES

EMERGENCY MEDICAL EVACUATION

When You incur a Sickness or Injury during the course of Your Trip, the following benefits are payable, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

1. If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.

If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You to Your Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the authorized travel assistance company).

2. If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for You to return to Your primary place of residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for Your return to Your primary place of residence, or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment via one of the following methods of transportation, as approved, in writing, by the authorized travel assistance company:
 - i) one-way Economy Transportation;
 - ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing and considered necessary by the authorized travel assistance company; or
 - iii) other covered land or air transportation including, but not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company. Transportation must be via the most direct and economical route.

These benefits will not duplicate any other benefits payable under the Policy or any coverage(s) attached to the Policy.

SECTION III. DEFINITIONS

“Accident” means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

“Common Carrier” means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire.

“Complications of Pregnancy” means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

“Covered Accident” means an Accident that occurs while coverage is in force and results in a loss for which benefits are payable.

“Domestic Partner” means an opposite or same sex partner who, for at least 12 consecutive months, has resided with You and shared financial assets/obligations with You. Both You and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which You both reside; and (3) be mentally competent to contract. Neither You nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.

“Economy Transportation” means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for Your Trip.

“Family Member” means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, or Domestic Partner.

“Home” means Your primary place of residence.

“Hospital” means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

“Injury” or “Injuries” means bodily harm caused by an Accident which: 1) occurs while Your coverage is in effect under the Policy; and 2) requires examination and treatment by a Legally Qualified 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 a person(s) who is booked to travel on a Trip, completes the enrollment form and for whom the required premium is paid, also referred to as You and Your.

“Intoxicated” mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

“Legally Qualified Physician” means a physician: (a) other than You, a Traveling Companion or a Family Member; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the place where the services are rendered.

“Maximum Benefit Amount” means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

“Medically Necessary” means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

“Medical Treatment” means examination and treatment by a Legally Qualified Physician for a condition which first manifested itself, worsened or became acute or had symptoms which would have prompted reasonable person to seek diagnosis, care or treatment.

“Scheduled Departure Date” means the date on which You are originally scheduled to leave on Your Trip.

“Scheduled Return Date” means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

“Sickness” means an illness or disease of the body which: 1) requires examination and treatment by a Legally Qualified Physician, and 2) commences while Your coverage is in effect.

“Third Party” means a person or entity other than You or the Company.

“Transportation Expense” means the cost of Medically Necessary conveyance, personnel, and services or supplies.

“Travel Arrangements” means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for Your Trip.

“Traveling Companion” means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

“Travel Supplier” means any entity or organization that coordinates or supplies travel services for You.

“Trip” means a scheduled trip for which coverage for Travel Arrangements is requested and the premium is paid prior to Your actual or Scheduled Departure Date of Your Trip; a scheduled trip of 45 days or less for which coverage is requested and the premium is paid.

“Us”, “We”, “Our” means United States Fire Insurance Company.

“Usual and Customary Charges” means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

SECTION IV. GENERAL EXCLUSIONS AND LIMITATIONS

Benefits are not payable for any loss due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, or Family Member booked to travel with You, while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service, except while participating in weekend or summer training for the reserve forces of the United States, including the National Guard;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition or participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 120 feet (40 meters) or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated as defined herein, or under the influence of any controlled substance unless as administered or prescribed by a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth or pregnancy (except Complications of Pregnancy) or voluntarily induced abortion;
12. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
13. any amount paid or payable under any Worker’s Compensation, Disability Benefit or similar law;
14. a mental or nervous condition, unless hospitalized for that condition while the Policy is in effect for You.

SECTION V. PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim: Notice of claim must be reported within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

Not later than the 15th business day after the date We receive notice of a claim, We shall: (1) acknowledge receipt of the claim; (2) commence any investigation of the claim; and (3) request from the claimant all items, statements, and forms that We reasonably believe, at that time, will be required from the claimant.

We may make additional requests for information if during the investigation of the claim the additional requests are necessary. If the acknowledgment of receipt of a claim is not made in writing, We shall make a record of the date, manner, and content of the acknowledgment.

Payment of Claims: Notice of Acceptance or Rejection of Claim: We shall notify a claimant in writing of the acceptance or rejection of a claim not later than the 15th business day after the date We receive all items, statements, and forms required by the insurer to secure final proof of loss. If We reject the claim, the notice will state the reasons for the rejection. If We are unable to accept or reject the claim within this period, We, within that same period, shall notify the claimant of the reasons that We need additional time. We shall accept or reject the claim not later than the 45th day after the date We notify a claimant under this provision.

Claim Procedures: Claim Forms: When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Claim Procedures: Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim no later than the fifth business day after receipt of acceptable proof of loss. If payment is delayed for more than 60 days, We or Our designated representative is liable to pay You or the beneficiary making the claim under the policy, in addition to the amount of the claim, interest on the amount of the claim at the rate of 18 percent a year as damages, together with reasonable attorney's fees.

In the event of a weather-related catastrophe or major natural disaster, as defined by the commissioner, the claim-handling deadlines imposed under this SECTION V. are extended for an additional 15 days.

Payment of Claims: To Whom Paid: All Benefits will be paid directly to You unless otherwise directed. 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.

All or a portion of all benefits provided by the Policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay up to \$1,000 to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Subrogation: If the Company has made a payment for a loss under this Policy, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company exercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss.

SECTION VI. GENERAL PROVISIONS

Entire Contract: Changes: This Policy, Schedule of Benefits, enrollment form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments. No change will be made during the Policy term that would reduce coverage without the Your agreement.

Legal Actions: All policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the date the cause of action first accrues.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this Policy or claim has been concealed or misrepresented.

Other Insurance with the Company: You may be covered under only one travel Policy with the Company for each Trip. If You are covered under more than one such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this Policy for Your Trip.

Payment of Premium: Coverage is not effective unless all premium has been paid to the Company/administrator prior to a date of loss or insured occurrence.

Termination of This Policy: Termination of this Policy will not affect a claim for Loss which occurs while the Policy is in force.

Transfer of Coverage: Coverage under this Policy cannot be transferred to anyone else.

Controlling Law: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the requirements of that state's law.

DECLARATIONS PAGE

Policy Number: T100-RCDP-TX

Policyholder: As stated on your Confirmation of Coverage

AUTO RENTAL INSURANCE POLICY
TO REPORT A CLAIM UNDER THIS POLICY CALL 1-888-253-1418; or 1-516-342-7300

Policy Effective Date: As stated on your Confirmation of Coverage	Date Coverage Begins: As stated on your Confirmation of Coverage
Coverage Premium: As stated on your Confirmation of Coverage	Date Coverage Ends: As stated on your Confirmation of Coverage
Rental Car Maximum Benefit Amount: \$35,000	

PLEASE KEEP THIS POLICY IN A SAFE PLACE

Auto Rental Insurance Policy

A. DEFINITIONS:

Throughout this document, You and Your refer to the insured individual and **Authorized Drivers** indicated on the **Declaration Page**. We, Us, and Our refer to United State Fire Insurance Company. In addition, when in bold certain words and phrases are defined as follows:

Actual Cash Value means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

Administrator means Aon Affinity. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at 1-888-253-1418/1-516-342-7300; or mail at 900 Stewart Avenue, Garden City, NY 11530; or e-mail at tripprotect@aon.com.

Authorized Driver means a driver with a valid driver's license issued from their state of residence and indicated on the **Rental Car Agreement**.

Declaration Page means the attached document listing the named insured, benefit(s), and limits.

Policy means this document, which describes the terms, conditions, and exclusions of this coverage. This **Policy** is the entire agreement between You and Us. Representations or promises made by any person that are not contained in this **Policy** are not a part of Your coverage.

Rental Car means a land motor vehicle with four or more wheels, that is designed for use on public roads and for which You have rented for the period of time shown on the **Rental Car Agreement**

Rental Car Agreement means the entire contract that You receive when renting a **Rental Car** from a rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the **Rental Car Agreement**.

B. INSURING AGREEMENT:

Coverage is provided for the period of time shown on the **Rental Car Agreement**.

We will pay for the following on a primary basis:

- a) Physical damage to a **Rental Car** that occurs while You are driving the **Rental Car** or while the **Rental Car** is left unattended during the rental period;
- b) Reasonable and customary loss of use imposed by the **Rental Car** agency for the period of time the rental vehicle is out of service being repaired. Loss of use must be substantiated by a location and class specific fleet utilization log;
- c) Any loss of, or damage to the **Rental Car** resulting from causes other than a collision (i.e. fire, storm, vandalism, or theft)

This coverage is not all-inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover You for any damages to other vehicles or property. It does not cover You for any injury to any other party.

C. ELIGIBILITY REQUIREMENTS:

To be eligible for coverage:

- You must rent the vehicle in your own name and sign the **Rental Car Agreement**.
- Your **Rental Car Agreement** must be for a rental period of forty-five (45) consecutive days or less. Rental periods that exceed or are intended to exceed forty-five (45) consecutive days are not covered.
- You must rent a vehicle that is designed to accommodate nine (9) passengers or fewer.

D. COVERAGE LIMITATIONS:

We will pay the lesser of the following:

- The reasonable and customary cost of repairs and loss of use while the **Rental Car** is being repaired; or
- The **Actual Cash Value** of the **Rental Car** less salvage; or
- The Rental Car Maximum Benefit Amount indicated on the **Declaration Page**.

E. EXCLUSIONS:

Coverage does not apply to:

- Vehicles rented in Israel, Jamaica, or the Republic of Ireland or Northern Ireland;
- Vehicles not required to be licensed;
- All trucks, pickups, full-size vans mounted on truck chassis, jeep-type vehicles, campers, off-road vehicles, and other recreational vehicles.
- All sport utility trucks. These are vehicles that have been or can be converted to an open, flat bed truck (including, but not limited to, Chevy Avalanche, GMC Envoy, and Cadillac Escalade EXT).
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Vehicles used for commercial or livery use whether or not licensed for such use (commercial use includes hauling or transporting materials or goods necessary to or reasonably considered to be engaged in a commercial or livery use).
- Any person not designated in the **Rental Car Agreement** as an **Authorized Driver**.
- Exotic vehicles including; Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR.
- Any loss which occurs if You or anyone traveling with You is in violation of the **Rental Car Agreement**;
- Any loss not reported to the rental car agency;
- Failure to report the loss to the proper local authorities;
- Any vehicle used off maintained roadways.
- Misuse or abuse of vehicle when driven on roads that are not paved with cement or tarmac;
- Damage to any other vehicle, structure or person as a result of a covered loss;
- Any loss as the result of or attributed to driving the **Rental Car**: in a speed competition;
- Any loss as the result of or attributed to driving the **Rental Car**: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; or while using medication which recommends abstinence from driving;
- Any loss as the result of or attributed to driving the **Rental Car**: for illegal trade purposes, including the seizure of the vehicle by federal or state law enforcement officers as evidence in a case against You under Chapter 481 of the Texas Health and Safety Code or the Federal Controlled Substances Act;
- Any loss as the result of or attributed to driving the **Rental Car**: transporting contraband, including the seizure of the vehicle by federal or state law enforcement officers as evidence in a case against You under Chapter 481, of the Texas Health and Safety Code or the Federal Controlled Substances Act;
- Damages due and confined to: a) wear and tear; b) freezing; or c) mechanical or electrical breakdown or failure;
- Any dishonest act or conversion;
- Loss due to or as a consequence of: a) radiation contamination; b) discharge of nuclear weapon (even if accidental); c) (declared or otherwise); d) civil war; e) insurrection; or f) rebellion or revolution;
- Waiver or assumption of expenses by the rental car agency;
- Expenses covered under any other policy of insurance;
- Any contents within the vehicle;
- A **Rental Car Agreement** of more than forty-five (45) consecutive days.

F. HOW TO FILE A CLAIM:

To file a claim, You must contact the **Administrator** at 1-888-253-1418/1-516-342-7300; or tripprotect@aon.com to request a claim form. You must report the claim within twelve (12) months of the loss.

A claim form will be sent to You. The fully completed claim form must be returned to the **Administrator** at 900 Stewart Avenue, Garden City, NY 11530 with:

1. Copy of the rental agreement (front and back).
2. Copy of valid driver's license (front and back).
3. Police report verifying that the vehicle was stolen, vandalized, or involved in a collision.
4. Any other documents the **Administrator** may reasonably request to validate a claim.

Notice of Claim: We shall, not later than the fifteenth (15th) day after receipt of such notice of a claim:

1. Acknowledge receipt of the claim;
2. Commence any investigation of the claim; and
3. Request from You or Your family member all items, statements, and forms that We reasonably believe, at that time, will be required. Additional requests may be made if, during the investigation of the claim such additional information is necessary.

If the acknowledgement of the claim is not made in writing, We will make a record of the date and content of the acknowledgement.

We will notify You in writing of the acceptance or rejection of the claim not later than the fifteenth (15th) business day (which is other than a Saturday, Sunday or holiday) after the date We receive all items, statements and forms required in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within fifteen (15) business days after We receive all items, statements and forms required, We will notify You within such fifteen (15) business days. The notice provided must give the reasons that We need additional time. Not later than the forty fifth (45th) day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

Except as otherwise provided, if We delay payment of a claim following its receipt of all items, statements and forms reasonably requested and required for more than sixty (60) days, We will pay, in addition to the amount of the claim eighteen percent (18%) per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

Payment of Claim: If We notify You that We will pay a claim or part of a claim, We will pay the claim not later than the fifth (5th) business day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth (5th) business day after the date the act is performed.

Benefits payable under this **Policy** for any loss will be paid upon receipt of proof of such loss and all required information necessary to support the claim.

Benefits will be payable directly to the rental car agency, as shown on your **Rental Car Agreement**.

G. CANCELLATION AND NON-RENEWAL:

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the Administrator. If You cancel Your coverage, We will refund any unearned premium on a pro-rata basis.
- b. Cancelled by Us or Our designated representative as follows:
 - i. For non payment of premium. If We cancel coverage, We will send You written notification at least ten (10) days in advance of cancellation;
 - ii. For any other reason. If We cancel coverage, We will send You written notification at least thirty (30) days in advance of cancellation.
- c. Coverage will not end solely because You are an elected official in Texas.

H. GENERAL PROVISIONS:

Dispute Resolution – Arbitration: If there is an unresolved dispute between You and United State Fire Insurance Company concerning this **Policy** You and Us can enter into binding arbitration. Under this Arbitration provision, You give up your right to resolve any dispute arising from this **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or United State Fire Insurance Company must make a written demand to the other party for arbitration. This demand must be made within two (2) years of the earlier of the date the loss occurred or the dispute arose. You and United State Fire Insurance Company will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." You will pay the expense of the arbitrator You selected and We will pay the expense of the arbitrator We selected. The expense of the umpire will be shared equally by You and United State Fire Insurance Company. Arbitration will take place in Texas unless You and United State Fire Insurance Company both mutually agree on an alternate. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this **Policy**.

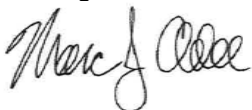
Conformity of Statue: Any parts of this **Policy** that are in conflict with the state laws where this **Policy** is issued are automatically changed to conform to the minimum requirements of such laws.

Legal Actions. No action at law or in equity shall be brought to recover under this **Policy** prior to the expiration of ninety (90) days after proof of loss has been furnished in accordance with the requirements of this coverage.

Misrepresentation and Fraud: Benefits may be denied or reduced, whether before or after a loss, if You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You therein.


SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee
Chairman and CEO

Signature



James Kraus
Secretary

Auto Rental Insurance Policy

Notice

Your rental agreement may offer, for an additional charge, an optional damage waiver to cover all or part of Your responsibility for damage to or loss of the vehicle. Before deciding whether to purchase the waiver or this policy, You may wish to determine whether Your own automobile insurance or credit card agreement provides You coverage for rental vehicle damage or loss and determine the amount of the deductible under Your own insurance coverage. The purchase of the damage waiver or this insurance policy is not mandatory. The waiver is not insurance.

This coverage is not all inclusive, which means it does not cover such things as personal injury, personal liability, or personal property. It does not cover You for any damages to other vehicles or property. It does not cover You for any injury to any other party.

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the United States Fire Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-232-7380

You may also write to the United States Fire Insurance Company at:

The United States Fire Insurance Company Complaint
Department
c/o Fairmont Specialty
5 Christopher Way
Eatontown, NJ 07724

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

Web: <http://www.tdi.texas.gov>

Email: ConsumerProtection@tdi.texas.gov

You may write the Texas Department of Insurance:

Consumer Protection (111-1A)
333 Guadalupe Street
Austin, Texas 78701

FAX No. 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This Notice is for information only and does not become part of condition of the attached document.

TEXAS
AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de the United States Fire Insurance Company para informacion o para someter una queja al:

1-800-232-7380

Usted tambien puede escribir a The United States Fire Insurance Company:

The United States Fire Insurance Company Complaint
Department
c/o Fairmont Specialty
5 Christopher Way
Eatontown, NJ 07724

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Web: <http://www.tdi.texas.gov>

Email: ConsumerProtection@tdi.texas.gov

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
333 Guadalupe Street
Austin, Texas 78701

FAX No. 512-475-1771

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, primero debe comunicarse con el agente. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento (TDI).

ANADA / ADJUNTE UNA ESTE AVISO A SU POLIZA

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

When used throughout this document “The Company”, “Our”, “We”, or “Us” means:

United States Fire Insurance Company

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator
Fairmont Specialty
5 Christopher Way, 3rd Floor
Eatontown, New Jersey 07724

When used throughout this document “Company”, “Our”, “We”, or “Us” means:

United States Fire Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we’ve made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A “**Grievance**” is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An “**Adverse Determination**” is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don’t have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer’s understanding of the Grievance.
- (3) The specific reason(s) for the reviewer’s decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.

- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - attend the Second Level Review
 - present his/her case to the review panel;
 - submit supporting materials before and at the review meeting;
 - ask questions of any member of the review panel;
 - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care,

continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

NON-INSURANCE WORLDWIDE ASSISTANCE SERVICES

On Call International

Not a care in the world...when you have our 24/7 global network to assist you on your travels.

- **CareFree™ Travel Assistance**
- **Medical Assistance**
- **Emergency Services**

CareFree™ Travel Assistance

Travel Arrangements

- Arrangements for last-minute flight and hotel changes
- Luggage Locator (reporting/tracking of lost, stolen or delayed baggage)
- Hotel finder and reservations
- Airport transportation
- Rental car reservations and automobile return
- Coordination of travel for visitors to bedside
- Return travel for dependent/minor children
- Assistance locating the nearest embassy or consulate
- Cash transfers
- Assistance with bail bonds

Pre-Trip Information

- Destination guides (hotels, restaurants, etc.)
- Weather updates and advisories
- Passport requirements
- Currency exchange
- Health and safety advisories

Documents and Communication

- Assistance with lost travel documents or passports
- Live email and phone messaging to family and friends
- Emergency message relay service
- Multilingual translation and interpretation services

Medical Assistance Services

- Medical case management, consultation and monitoring
- Medical Transportation
- Dispatch of a doctor or specialist
- Referrals to local medical and dental service providers
- Worldwide medical information, up-to-the-minute travel medical advisories, and immunization requirements
- Prescription drug replacement
- Replacement of eyeglasses, contact lenses and dental appliances

Emergency Services

- Emergency evacuation
- Repatriation of mortal remains
- Emergency medical and dental assistance
- Emergency legal assistance
- Emergency medical payment assistance
- Emergency family travel arrangements

CareFree™ Travel Assistance, Medical Assistance and Emergency Services can be accessed by calling On Call International at **1-855-892-6490** or, from outside the U.S. or Canada, call collect: **1-603-328-1378**.

CLAIMS PROCEDURE

- 1. EMERGENCIES ARISING DURING YOUR COVERED TRIP:** Please contact On Call International (as above).
- 2. ALL CLAIMS:** Report your claim as soon as possible to Aon Affinity (below). Provide the policy number, Your travel dates, and details describing the nature of Your loss. Upon receipt of this information, Aon Affinity will promptly forward You the appropriate claim form to complete.

Online: www.aontravelclaim.com

Phone: 1-(888) 253-1418 or 1-(516) 342-7300

Mail: Aon Affinity
900 Stewart Avenue
Garden City, NY 11530