

CSA Travel Protection



Vacation Rental Insurance

Description of Coverage

Plan Code CSA320
(as of 11/01/2006)

This is a brief Description of Coverage. This is not your Policy/Certificate of Insurance. **Please visit <http://www.vacationrentalinsurance.com/certpolicy.do> or call (866) 999-4018 to obtain your individual certificate or Policy.** Your individual Certificate or Policy will govern the final interpretation of any provision or claim.

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

FOR CERTIFICATE/POLICY INQUIRIES, REQUESTS OR CUSTOMER SERVICE, CALL:
(866) 999-4018

FOR EMERGENCY ASSISTANCE
24 HOURS A DAY DURING YOUR TRIP, CALL:
IN THE U.S.
(866) 816-2068

COLLECT WORLDWIDE
(603) 328-1737

This plan is administered by CSA Insurance Services.

SCHEDULE OF COVERAGES AND SERVICES

INSURANCE COVERAGE (Underwritten by Stonebridge Casualty Insurance Company)

<u>Coverages</u>	<u>Maximum Limit per Reservation</u>
Trip Cancellation	100% of Reservation Cost*
Trip Interruption	100% of Reservation Cost*
Travel Delay	\$600 (\$200 Daily Limit Applies)
Baggage Delay	\$200
Accidental Death & Dismemberment.	\$100,000
Emergency Assistance	\$50,000

* The maximum trip cost this plan covers is \$30,000.

IDENTITY THEFT PROTECTION

(Provided by Intersections)

Identity Theft Recovery Service	Included
Identity Theft Insurance.	Up to \$20,000

24-HOUR EMERGENCY ASSISTANCE SERVICES

(Provided by CSA's Designated Assistance Provider)

- Nurse Help Line
- Medical Referral
- Emergency Prescription Refill Assistance
- Embassy and Consular Services
- Emergency Cash Transfer
- Pre-Trip Travel Advice
- Worldwide Medical Information
- Translation Services
- Legal Referral
- Lost Ticket and Passport Assistance
- Lost Baggage Tracking
- Emergency Messaging
- Concierge Services

How to call the 24-Hour Emergency Hotline

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

Availability of 24-Hour Emergency

Assistance Services

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

INSURANCE COVERAGE

Underwritten by Stonebridge Casualty Insurance Company

Coverage is provided to all persons occupying the property listed on the reservation confirmation. This plan applies ONLY to those arrangements booked directly through your vacation rental company. This plan is available to U.S. residents. It is also available to non-U.S. residents for travel to the U.S. (if the plan is purchased through a U.S. vacation rental company). You must purchase this plan with or before final payment for your vacation rental to qualify for the Pre-Existing Condition Exclusion Waiver. There is no coverage unless payment has been made for this plan. There is no coverage unless your loss was caused by an unforeseeable event that occurs while coverage is in effect.

YOUR SATISFACTION IS GUARANTEED

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

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

EFFECTIVE DATES OF INSURANCE

Trip Cancellation and Trip Interruption Effective Dates of Coverage

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

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

1. the date the premium has been received by the vacation rental company; or
2. the date and time you start your Covered Trip; or
3. 12:01 A.M. Standard Time on the Scheduled Departure Date of your trip.

All coverages automatically end on the earlier of:

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

COVERAGE AND BENEFITS

The following coverage and benefits are a sample of the listed coverage and benefits in your Policy or Certificate of Insurance and are described on a general basis only. **Please visit <http://www.vacationrentalinsurance.com/certpolicy.do> or call (866) 999-4018 to obtain your Policy or Certificate of Insurance**, which will govern the final determination of any provision or claim.

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

Pre-Departure Trip Cancellation Benefits

If you are prevented from taking your Trip for one of the covered reasons below, we will reimburse you, up to the amount in the Schedule, for the amount of prepaid, forfeited, non-refundable payments or deposits that you paid for your Trip.

Post-Departure Trip Interruption Benefits

If you are delayed beyond the Scheduled Departure Date or are unable to continue your Covered Trip for one of the covered reasons below, we will reimburse you, less any refund paid or payable, for unused land or water travel arrangements, plus one of the following additional transportation expenses:

1. From the point you interrupted your Trip to the next scheduled destination where you can catch up to your Trip or to the final destination of your Trip.
2. Expenses incurred by you to reach the next scheduled destination where you can catch up to your Trip if you leave after the Scheduled Departure Date of your Trip.

Reasons for Cancellation and Interruption:

1. Trip Cancellation or delayed arrival at your destination due to Sickness, Injury or death of you, your Family Member or Traveling Companion that occurs before departure on your Trip. The Sickness or Injury must commence while coverage is in effect, require the examination by a Physician, in person, at the time of Trip Cancellation or delay and, in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Trip or delay your arrival on your Trip.
2. Trip Interruption due to Sickness, Injury or death of you, your Family Member or Traveling Companion. The Sickness or Injury must commence while you are on your Covered Trip, require the examination by a Physician, in person, at the time of Trip Interruption and, in the written opinion of the treating Physician, be so disabling as to prevent you from continuing your Trip.

The following reasons apply to you, a Family Member traveling with you, or a Traveling Companion and must occur while coverage is in effect:

3. Mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at the insured's destination due to adverse weather or natural disaster. You must have 4 days or 50% of your Trip length or less remaining at the time the evacuation ends to cancel or interrupt your Trip;
4. Being directly involved in a documented traffic accident while en route to your vacation rental;

5. Interruption of water, electric, sewage or gas services at your destination or interruption of road service, due to inclement weather or natural disaster so as to prohibit you from reaching your destination, for more than 24 hours and only for up to 15 days from interruption of services or to resumption of services, whichever comes first;
6. Having your military leave involuntarily revoked;
7. Being called into active military service in the event of a natural disaster;
8. The primary/secondary school where you attend extends its operating session beyond its pre-defined school year. Your trip must fall within the extension period;
9. Being hijacked, quarantined (except as a result of pandemic or epidemic), required to serve on a jury, or required by a court order to appear as a witness in a legal action;
10. Your primary residence is made uninhabitable by fire, flood or natural disaster;
11. Airplane, bus or train delays resulting from inclement weather, mechanical breakdown or organized labor strikes;
12. Arrangements cancelled by an airline resulting from inclement weather, mechanical breakdown, or organized labor strikes;
13. A documented theft of passports or visas;
14. A transfer of employment of 250 miles or more;
15. A terrorist act, which occurs in your departure city or in a city that is a scheduled destination for your Trip, provided the terrorist act occurs within 30 days of the Scheduled Departure Date of your Trip;
16. Your involuntary termination of employment or layoff that occurs more than 15 days after your effective date and was not under your control. You must have been continuously employed with the same employer for 5 years prior to the termination or layoff.

Travel Delay Coverage and Benefits

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

Covered events for Travel Delay Benefits include:

Common Carrier delay; loss or theft of your passports, travel documents or money; quarantine (except as a result of pandemic or epidemic); hijacking; natural disaster; inclement weather; a documented traffic accident while you are en route to your destination; unannounced strike; civil disorder; your, your traveling Family Member's, or Traveling Companion's Sickness or Injury; your traveling Family Member's or Traveling Companion's death.

Baggage Delay

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

Accidental Death & Dismemberment Benefits

We will pay this benefit up to the amount in the Schedule if you are injured in an Accident, which occurs while you are on a Covered Trip, and suffer one of the losses listed in your Policy or Certificate of Insurance within 180 days of the Accident.

Note: Maximum Percentage of Principal Sum Payable is 100% for the loss of Life, Both Hands, Both Feet, Sight of Both Eyes, One Hand and One Foot, One Hand and Sight of One Eye, One Foot and Sight of One eye. Maximum Percentage of Principal Sum Payable is 50 % for the loss of One Hand, One Foot or Sight of One Eye.

Emergency Assistance Benefits

We will pay this benefit, up to the amount in the Schedule, for the following Covered Expenses incurred by you while on a Covered Trip.

1. Physician-ordered emergency medical evacuation to the nearest suitable Hospital.
2. Non-emergency medical evacuation to your home when deemed necessary by a Physician.
3. Economy-class round-trip airfare to the Hospital for one person chosen by you, provided that you are traveling alone and are hospitalized for more than 7 days.
4. Economy-class airfare to your primary or secondary residence including escort expenses, if you are 18 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult.
5. Economy-class airfare to your primary or secondary residence from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets.
6. Repatriation expenses for preparation and air transportation of your remains to your primary or secondary residence.

Emergency Assistance Benefits are subject to the following:

Covered Expenses will only be payable at the Usual and Customary level of payment; benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Trip; and benefits payable as a result of incurred expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. Covered Expenses items 1, 2 and 4 above are subject to the program medical advisor's prior approval.

GENERAL PLAN EXCLUSIONS

The following exclusions are a sample of the listed exclusions in your Policy or Certificate of Insurance and are described on a general basis only. **Please visit <http://www.vacationrentalinsurance.com/certpolicy.do> or call (866) 999-4018 to obtain your Policy or Certificate of Insurance**, which will govern the final determination of any provision or claim.

The following Exclusion applies to Accidental Death and Dismemberment coverage:

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

The following Exclusion applies to all coverages except Baggage Delay:

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

Pre-Existing Condition means an illness, disease, or other condition during the 60-day period immediately prior to your effective date for which you or your Traveling Companion or Family Member who is scheduled or booked to travel with you: 1) received, or received a recommendation for, a diagnostic test, examination or medical treatment; or 2) took or received prescription drugs or medicine.

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

Pre-Existing Condition Exclusion Waiver

The Pre-Existing Condition exclusion will be waived provided you meet all of the following:

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

The following Exclusions apply to all coverages:

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

1. Your, your Traveling Companion's, or Family Member's suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO & MO);
2. mental, nervous, or psychological disorders;
3. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
4. normal pregnancy or resulting childbirth or elective abortion;
5. participation as a professional in athletics;
6. participation in organized amateur and interscholastic athletic or sports competition or events;
7. riding or driving in any motor competition;
8. declared or undeclared war, or any act of war;

9. civil disorder (does not apply to Travel Delay);
10. service in the armed forces of any country;
11. nuclear reaction, radiation or radioactive contamination;
12. operating or learning to operate any aircraft, as pilot or crew;
13. mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing or travel on any air supported device, other than on a regularly scheduled airline or air charter company;
14. any unlawful acts, committed by you, a Traveling Companion or Family Member traveling with you (whether insured or not);
15. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
16. a loss or damage caused by detention, confiscation or destruction by customs;
17. pandemic and/or epidemic;
18. Elective Treatment and Procedures;
19. medical treatment during or arising from a trip undertaken for the purpose or intent of securing medical treatment;
20. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier;
21. business, contractual, or educational obligations of you, a Family Member, or Traveling Companion;
22. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
23. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

DEFINITIONS

The following definitions are a sample of the defined terms in your Policy or Certificate of Insurance and are described on a general basis only. **Please visit <http://www.vacationrentalinsurance.com/certpolicy.do> or call (866) 999-4018 to obtain your individual Policy or Certificate of Insurance**, which will govern the final determination of any provision or claim.

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

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

COVERED TRIP (or TRIP) means: 1) A period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 180 days.

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

FINANCIAL INSOLVENCY means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary.

INJURY means bodily harm caused by an Accident which: 1) occurs while your coverage is in effect under the plan; and 2) requires examination and treatment by a Physician.

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

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

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

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

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

USUAL AND CUSTOMARY CHARGE means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 100th percentile and the Anesthesia Relative Value Guide.

WHERE TO PRESENT A CLAIM

All claims should be presented to the Program Administrator:

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

CLAIMS AND GENERAL PROVISIONS

The following provisions are a sample of the provisions in your Policy or Certificate of Insurance and are described on a general basis only. **Please visit <http://www.vacationrentalinsurance.com/certpolicy.do> or call (866) 999-4018 to obtain your individual Policy or Certificate of Insurance**, which will govern the final determination of any provision or claim.

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

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

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

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

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

TRAVEL INSURANCE IS UNDERWRITTEN BY:

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

DESCRIPTION OF I.D. THEFT PROTECTION SERVICES

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

(ONLY available to U.S. residents)

AVAILABLE SERVICES AND COVERAGE

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

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

AVAILABILITY OF SERVICES AND COVERAGE

The Identity Theft Protect Services and Identity Theft Insurance become available at the start of your trip. Services end 180 days (six months) from the date of your scheduled trip departure.

IDENTITY THEFT PROTECTION SERVICES

If you suspect someone has compromised your identity, call us toll-free at (866) 999-4018 and ask to be connected with the Identity Theft Recovery Unit.

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

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

IDENTITY THEFT INSURANCE

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

Your \$20,000 coverage includes:

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

The full details of your coverage are set forth in the following Certificate of Insurance. Insurance underwritten by Travelers Casualty and Surety company of America and its property casualty affiliates, Hartford, CT 06183. Coverage

for all claims or losses depends on actual policy provisions. Availability of coverage can depend on underwriting qualifications and state regulations. Coverage not available for residents of New York.

CERTIFICATE OF INSURANCE FOR THE IDENTITY FRAUD EXPENSE COVERAGE MASTER POLICY

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

Policy Number: 104391562

Underwritten by:

Travelers Casualty and Surety Company of America Hartford, CT 06183 ("Travelers") **to provide insurance to an Insured Person as described in this Certificate**

Limit of Insurance for any one loss:

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

The Master Policy has been issued to:

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

General Information:

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

Filing a Claim:

To file a claim under the Master Policy, please contact CSA Travel Protection. Telephone: (866) 999-4018.

INSURING AGREEMENT

(1) IDENTITY FRAUD EXPENSE COVERAGE

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

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

CONDITIONS

1. Definitions:

a. **"Expenses"** means

- i. Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
- ii. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.

- iii. Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, to complete fraud affidavits, or due to wrongful incarceration arising solely from someone having committed a crime in the **Insured Person's** name up to a maximum payment of \$500 per week for a maximum period of four weeks. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal.
- iv. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- v. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **Identity Fraud**.
- vi. Reasonable attorney fees incurred, with the Company's prior consent, for:
 - a. defense of lawsuits brought against the **Insured Person** by merchants or their collection agencies,
 - b. the removal of any criminal or civil judgments wrongly entered against an **Insured Person**, and
 - c. challenging the accuracy or completeness of any information in a consumer credit report.
- b. "**Identity Fraud**" means the act of knowingly transferring or using, without lawful authority, a means of identification of an **Insured Person** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law.
- c. "**Insured Person**" means any natural person who is currently subscribed to a **Membership Program** or affinity group that has been specifically expanded by the **Master Policy Holder** to include the protection afforded by the Master Policy.
- d. "**Master Policy Holder**" means Intersections Inc.
- e. "**Membership Program**" means a membership program sponsored by the **Master Policy Holder** and that is specifically named within an endorsement attached to the Master Policy.
- f. "**Policy Period**" means the dates shown in the Master Policy.

2. Exclusions

The Master Policy does not apply:

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

- e. to loss due to war, whether or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing.

3. Policy Period

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

- a. this Policy; or
- b. membership of the **Insured Person** in a **Membership Program**.

4. Limits of Insurance

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

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

5. Deductible

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

6. Recoveries

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

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

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

7. Ownership Interests Covered

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

8. Insured Duties When Loss Occurs

Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of the Master Policy, the **Insured Person** shall give notice thereof as soon

as practicable to the Company, and file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss. If the loss involves a violation of law, the **Insured Person** shall also notify the police.

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

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

9. Other Insurance

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

10. Action Against Company

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

11. Subrogation

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

12. Changes

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

13. Assignment

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

14. Concealment or Misrepresentation

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

TERMS OF USE

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

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

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

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

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

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

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

General. These Terms of Use are governed by the laws of the Commonwealth of Virginia, USA, exclusive of its choice of law principles. Any claim arising out of or relating to the Product shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association on an individual basis not consolidated with any other claim. Any party, however, may seek interim injunctive relief in a court of competent

jurisdiction. Identity theft insurance is governed by additional terms and conditions stated in the certificate provided to you with these materials. These Terms of Use, together with the enclosed Certificate of Insurance state the exclusive terms, conditions, representations and warranties governing the Product.

TRADEMARK AND COPYRIGHT

Intersections, is a trademark or federally registered trademark of Intersections Inc.; and other trademarks are trademarks of their respective owners.

© Intersections 2002-2005. All rights reserved.