If, during a Stay at a Rental Property, an Insured Person, causes any damage to or theft of, real or personal property of the Rental Property as a result of inadvertent acts or omissions, the Insurer will reimburse the Rental Property for the cost of repair or replacement of such property up to the Maximum Limit shown in the schedule.

**DEFINITIONS**

"Coverage" means any other fund or insurance policy (except the policy under which this coverage is provided) and any fund or insurance policy providing the Rental Property with coverage for any claims, causes of action or rights the Insured or such other person may have against the Rental Property.

"Insured" means a person who: (a) is a registered guest at a Rental Property; (b) completes any required enrollment form for Accidental Rental Damage Insurance coverage; and (c) for whom premium has been paid by check-in at the Rental Property.

"Insured Person" means the Insured and all persons booked to share the same unit of accommodations at the Rental Property.


"Rental Property" means a property owned or managed by the Rental Agency.

"Stay" means the duration of time from the date the Insured checks-in at the Rental Property to the date the Insured checks-out of the Rental Property.

"Third Party(ies)" means any person, corporation or other entity (except the Insured, the Rental Property and the Insurer).

**INSURANCE**

**Effective Dates:** The Accidental Rental Damage Insurance coverage will take effect on the date and time the Insured checks-in as a registered guest at the Rental Property, provided the appropriate premium has been paid by check-in. 

**Termination Dates:** The Accidental Rental Damage Insurance coverage will end on the earlier of (1) the normal check-out time on the Insured’s scheduled check-out date from the Rental Property; or (2) the actual date of departure of the Insured from the Rental Property.

**GENERAL EXCLUSIONS**

Benefits will not be provided for any loss or damage due to:
(a) Natural Disaster;
(b) intentional acts of an Insured Person;
(c) gross negligence, willful and wanton conduct by an Insured Person;
(d) normal wear and tear of the Rental Property unit;
(e) loss of use of the Rental Property unit;
(f) theft or damage to any property owned by or brought by an Insured Person onto the Rental Property premises;
(g) theft or damage caused by anyone visiting other than an Insured Person;
(h) theft without a valid police report;
(i) damage without a valid police report unless the damage is caused by an Insured Person;
(j) Damage or theft in a Rental Property unit if the number of persons occupying the unit exceeds that unit’s occupancy limit.

**NOTICE OF CLAIMS**

All damage or theft for which a claim may be made under this coverage must be reported to the Rental Property no later than the Termination Date.

**DISPUTE RESOLUTION**

All suits, actions or legal proceedings seeking determination of the rights and liabilities of the parties under this coverage shall be submitted to binding arbitration in accordance with the Federal Rules of Civil Procedure. A written demand for arbitration hereunder must be made by the Insured or Rental Property and served on the Insurer on or before three years from the date of the loss or be barred. No demand for arbitration can be brought to recover benefits unless 60 days have elapsed following written submission to the Insurer of the proof of loss information required.
SUBROGATION AND RIGHT OF RECOVERY

As a condition to receiving Accidental Rental Damage Insurance benefits, the Insured (or, if he or she is deceased, an authorized representative of the Insured), the Rental Property or the person to whom payment was made, agrees, except as may be limited or prohibited by applicable law:
1. to reimburse the Insurer for any such benefits paid to or on behalf of the Insured or such other person, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. without limiting the preceding, that the Insurer is subrogated, for the purpose of the Insurer’s recovery of any such benefits paid to or on behalf of the Insured or such other person, to any and all claims, causes of action or rights that he or she has or that may arise against any Third Party who has or may have caused, contributed to or aggravated the condition for which the Insured or Rental Property claims an entitlement to benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the condition for which the Insured or Rental Property claims an entitlement to benefits.

The Insurer will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

STATE SPECIFIC NOTICES

Notice to Kansas residents:
T30341NUFIC-KS
The first sentence in the Dispute Resolution provision in the Accidental Rental Damage Insurance section is amended to read: All suits, actions or legal proceedings seeking determination of the rights and liabilities of the parties under this coverage shall be submitted to arbitration binding to the Insured only if agreed upon by both the Insured and the Insurer at the time of the dispute.

Notice to Louisiana Residents:
T30341NUFIC-LA
The Subrogation provision is amended by adding the following: The Insurer’s right of subrogation will not be enforced until the Insured has been made whole, as determined by a court of law, as a result of the Loss. The Insurer agrees to pay our portion of the Insured’s attorneys’ fee or other costs associated with a claim or lawsuit to the extent that we recover any portion of the benefits paid under the policy pursuant to our right of subrogation.

Notice to Wisconsin Residents:
T30341NUFIC-WI
The Subrogation provision is amended to add the following language:
The Insurer’s right of subrogation will not be invoked until benefits to which the Insured is entitled under the Policy are paid to or on behalf of the Insured, and the Insured has been made whole and is fully compensated for damages.

Any payments under this policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at www.treas.gov/offices/enforcement/ofac/ or a Travel Guard representative.

WHAT TO DO IF A PROBLEM OCCURS

When calling from the U.S., 1.866.221.8080.
When calling from abroad, call collect 1.715.295.5452.