
Individual Rented Automobile Damage or Loss (Loss Damage Waiver)
Insurance Policy Issued by:
CHUBB NATIONAL INSURANCE COMPANY

SURE HIIS Insurance Services, LLC.
4451 Rosecliff Place
San Diego, CA 92130

Chubb Underwriting Office: Chubb National Insurance Company
202 Hall's Mill Road
P.O. Box 1600
Whitehouse Station, New Jersey 08889-1600

For service on this policy please call 1-844-335-5441.

To file a claim please call: Broadspire at 855-351-6578

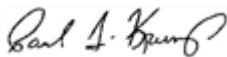
SURE.

Free Look Period: If **You** return this policy within 10 days from the date **You** received it, and a **Rental Period** has not yet commenced, this policy will be void as of the effective date, and all premiums paid will be refunded.

Coverage is provided worldwide.

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

CHUBB NATIONAL INSURANCE COMPANY (Incorporated under the laws of Indiana)



President



Secretary



Authorized Representative

Words and phrases that appear in bold print have special meanings and are defined in the Definitions section of this policy. Defined terms include the plural. Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.

Please Read This Policy Carefully

IMPORTANT NOTICES

THIS POLICY DOES NOT COVER ANY **RENTED AUTOMOBILE** BEING USED FOR **COMMERCIAL PURPOSES**. IF **YOU** HAVE PURCHASED THIS POLICY FOR **COMMERCIAL PURPOSES** USE, PLEASE CONTACT THE ADMINISTRATOR FOR A PROMPT REFUND.

NO COVERAGE SHALL APPLY TO ANY **RENTAL PERIOD** IF THIS POLICY IS PURCHASED AFTER THE COMMENCEMENT OF SUCH **RENTAL PERIOD**. If **You** have purchased this policy to cover a **Rented Automobile** for a specific **Rental Period** that has already begun, please contact the administrator for a prompt refund.

This policy provides **Damage** and **Loss** coverage for **Rented Automobiles**. It **DOES NOT PROVIDE COVERAGE** for liability, or medical expenses due to personal injury sustained during a **Rental Period**.

Excluded Vehicles include: 1) a **High Value Motor Vehicle** (value over \$100,000) unless such vehicle is a **Loaner Vehicle**; 2) off-road vehicles; 3) trucks other than a four-wheeled pick-up truck; 4) recreational vehicles not licensed for use on public roads; 5) campers, motor homes, or trailers; 6) mini-buses; 7) high performance vehicles with horse power greater than 400; 8) antiques (over 25 years old or not manufactured for the past 10 or more years); 9) limited edition; 10) exotic; 11) collector vehicles; or 12) vans designed for the transport of cargo.

If **You** have purchased this policy with the intention to cover a vehicle which is excluded, please contact the administrator for a prompt refund.

This policy commences on the Effective date and ends on the Termination Date stated in the Declarations. If **You** have purchased this policy for a specific **Rental Period** and such rental is expected to continue past the Termination Date stated in the Declarations, then **You must contact the administrator prior to the Termination Date to obtain a policy extension. NO COVERAGE SHALL BE PROVIDED past the Termination Date shown in the Declarations unless a Policy Extension endorsement has been issued.**

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Premium Summary

Payment of Premium

The initial premium is due on or before the Effective Date specified in the Declarations. Thereafter, the **Policyholder** is responsible for the remittance of premium due as indicated below:

Short Term Policy

Premium shall be computed as indicated below:

Short Term Policy

The number of calendar days in the short term policy shall be multiplied by the daily rate:

Number of Calendar Days	
Daily Rate	
Total Premium Due	

Policyholder's Termination of a Short Term Policy

The **Policyholder** may terminate this policy if a **Rental Period** has not yet commenced by sending **Us** written notice stating when termination is to take effect. The effective date of termination may not be earlier than the date notice is postmarked or transmitted. If the **Policyholder** requests to terminate this policy and a **Rental Period** has already commenced a minimum premium of \$30 shall apply. The difference between the minimum premium and the earned premium (if applicable) shall be deducted from the pro-rata unearned premium to be returned.

Declarations

Chubb Group of Insurance Companies
202 Hall's Mill Road, P.O. Box 1600
Whitehouse Station, New Jersey 08889-1600

Policyholder Name:	45 Test	Policy Number:	
Street Address:		City, State, Zip:	
Effective Date:		Termination Date:	

Issued by the stock insurance Company indicated below:
CHUBB NATIONAL INSURANCE COMPANY
Incorporated under the laws of Indiana

Section I – Covered Persons

The following are **Covered Persons** under this policy.

Policyholder
Authorized Drivers

If, subject to all the terms and conditions of this policy a **Covered Person** is eligible for insurance as a **Dependent** of the **Policyholder**, **Authorized Driver**, or **Policyholder's Spouse** then such person will only be insured once. The **Covered Person** shall receive the largest **Benefit Amount** for which they are eligible for the loss that has occurred.

If the **Policyholder** has elected to purchase an annual term policy and has elected coverage for their **Spouse**, coverage applies to **Rental Periods** of either the **Policyholder** or **Spouse** of the **Policyholder**.

Section II – When Insurance Begins and Ends

Effective Date – Short Term Policy

The coverage shall be effective at 12:01 A.M. at the **Rental Agency's** address on the date the **Rental Period** begins. In no event will coverage be effective if all premiums due have not been received prior to the first day of the **Rental Period**.

Effective Date – Annual Policy

The policy shall begin at 12:01 A.M. at the **Policyholder's** address on the Effective Date shown above, subject to payment of premium due.

Termination Date – Short Term Policy

Your coverage ends at the earliest of the time the **Rented Automobile** is returned to the **Rental Agency** or midnight on the last day of the **Rental Period**.

Termination Date – Annual Policy

Your policy terminates at the earliest of 12:01 A.M. on:

- 1) the Termination Date shown above;
- 2) the date the policy is terminated by the **Covered Person**; or
- 3) on the expiration of the policy term for which premium has been paid.

Section III – Plans & Benefits

The following shall constitute the **Benefits** and **Benefit Amounts** elected by the **Policyholder**:

Plan # 45

Rented Automobile Damage or Loss Benefit (Loss Damage Waiver)

Covered Person	Benefit Amount	Applicable Section I Provision	Deductible
Policyholder	\$100,000	Primary	N/A
Authorized Drivers	\$100,000	Primary	N/A

You have elected Plan 45. Please see the Benefits and **Benefit Amounts** included with the Plan **You** have elected.

Contract

Section I – When Coverage Applies

Subject to the terms and conditions of this policy, coverage applies during the **Rental Period** shown on the **Covered Person's Rented Automobile Rental Agreement** if the **Covered Person** has elected Coverage and paid the required premium. Benefits are payable when **Loss** occurs during a **Rental Period**. The policy coverage applies to one **Rented Automobile** during the **Rental Period**. If more than one vehicle is rented during a **Rental Period**, then the **Covered Person** must purchase one policy per **Rented Automobile** in order for the coverage to apply to all **Rented Automobiles**. NO COVERAGE SHALL APPLY IF THIS POLICY IS PURCHASED AFTER THE COMMENCEMENT OF A **RENTAL PERIOD**. If an annual policy is purchased, coverage applies for **Rental Periods** up to 31 days in length.

Section II – Benefits

Rented Automobile Damage or Loss (Loss Damage Waiver)

We will reimburse either the **Covered Person** or the **Rental Agency**, up to the **Benefit Amount** shown in Section III of the Declarations, if a **Covered Person** suffers a loss due to **Damage** or **Loss** to a **Rented Automobile** and the **Damage** or **Loss** Occurs during the **Rental Period**.

If elected by the **Policyholder**, **We** will pay for:

- 1) The cost to repair or replace the **Rented Automobile**, an **Actual Cash Value** basis up to the Benefit Amount;
- 2) **Loss of Use Charges**;
- 3) **Diminution of Value Charges** up to ten percent (10%) of the **Actual Cash Value** of the **Rented Automobile**. In no event will **Our** payment exceed ten percent (10%) of the **Actual Cash Value**; and
- 4) The cost to have a **Rented Automobile** towed from the scene where **Damage** occurred or from where a **Rented Automobile** was recovered after a theft to the nearest qualified repair facility if the **Damage** or **Loss** to a **Rented Automobile** results in the **Rented Automobile** being out of service; and
- 5) Administration Fees up to \$100 charged by a **Rental Agency** to the **Covered Person** related to **Damage** or **Loss** to the **Rented Automobile**.

The deductible, shown in Section III of the Declarations (if applicable), will be deducted from any **Benefit Amount** that **We** pay. This deductible applies separately to each claim.

Limitation on Rented Automobile Damage or Loss

For the purposes of this benefit, a **Covered Person** does not include a **Dependent Child**.

Primary Provision

If the Primary Provision is elected, insurance shall be payable on a primary basis, except that coverage shall be excess when a waiver of responsibility for physical damage, theft, or other losses related to **Damage** or **Loss** to the **Rented Automobile** has been purchased from a licensed **Rental Agency** or **Commercial Car Share Company** or a party that the **Rental Agency** or **Commercial Car Share Company** has contracted with to provide such coverage to their customers.

Section III – Exclusions - This insurance does not apply to any loss that is caused by or resulting from, directly or indirectly:

- 1) any dishonest, fraudulent or criminal act of the **Covered Person**;
- 2) war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss;
- 3) confiscation by any governmental authority;
- 4) nuclear reaction or radioactive contamination;
- 5) the **Covered Person** being intoxicated while operating a **Rented Automobile**, as defined by the laws of the jurisdiction where the loss occurred, or under the influence of any narcotic while operating a **Rented Automobile**, unless prescribed by a Physician and used in accordance with the prescription;
- 6) intentional **Damage** or **Loss** to the **Rented Automobile** by the **Covered Person**;
- 7) wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage results from a theft covered by the policy.

This insurance also does not apply:

- 1) with respect to a **Rented Automobile**, to any charges that a **Covered Person** is not legally obligated to pay;
- 2) if the **Rented Automobile** is a **Vehicle(s) Used For A Fee**, or for any other **Commercial Purposes**;
- 3) if the **Rented Automobile** is being used: during instruction, practice, preparation for, or participation in any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or on a racetrack, test track or other course of any kind;
- 4) if the **Rented Automobile** is being operated in violation of the **Rental Agreement**;
- 5) if the **Rented Automobile** is being operated by a person other than the one authorized to operate such **Rented Automobile** by the terms of the **Rental Agreement**;
- 6) to theft of the **Rented Automobile** when the **Covered Person** cannot produce the keys to such **Rented Automobile**, unless the keys were stolen and theft of the keys is documented in the police report;
- 7) to administrative fees charged by the **Rental Agency** unless specifically provided for by an elected plan;
- 8) if the **Rented Automobile** is operated or located in any territory prohibited by the terms of the **Rental Agreement**;
- 9) to damage to tires, unless damaged by fire, malicious mischief or vandalism, or stolen, or if damage was caused by or the result of a covered loss;
- 10) to damage to the **Rented Automobile** caused by **Misfueling** unless specifically provided for by an elected plan;
- 11) to damage to the interior bed of a pick-up truck unless such damage is caused by or the result of a covered loss;
- 12) to **Diminution of Value Charges** unless specifically provided for by an elected plan;
- 13) to towing charges unless specifically provided for by an elected plan;
- 14) to **Personal Vehicle Sharing**.

Section IV – Definitions

For the purpose of these definitions, the singular includes plural and the plural includes the singular, unless otherwise noted.

Actual Cash Value

Actual Cash Value means the cost to repair or replace the **Damage** or **Loss** to the **Rented Automobile** at the time of loss, less: 1) depreciation; and 2) any amount received by the **Rental Agency** as a result of sale or salvage of the **Rented Automobile**.

Authorized Dealership

Authorized Dealership means an automotive dealership designated by an original equipment manufacturer of automotive vehicles to retail and service such vehicles under its brand.

Authorized Driver

Authorized Driver means an individual authorized to operate the **Rented Automobile** as noted in the **Rental Agreement**.

Benefit Amount

Benefit Amount means the amount stated on the Plan Endorsement.

Company

Company means: CHUBB NATIONAL INSURANCE COMPANY.

Commercial

Commercial means concerned with or engaged in commerce.

Commercial Car Share Company

Commercial Car Share Company means a **Commercial** entity licensed under the laws of the applicable jurisdiction whose primary business is renting automobiles by the hour, the day, or overnight through a membership program with its customers.

Commercial Purposes

Commercial Purposes means furthering the business of a **Commercial** entity.

Covered Person

Covered Person means persons noted in Section I of the Declarations for whom insurance has been elected by the **Policyholder**.

Damage

Damage means physical damage to the **Rented Automobile** (other than damage resulting from a **Road Hazard**) resulting from an impact with a stationary or moving object.

Dependent

Dependent means a **Dependent Child**, or **Spouse**, or **Domestic Partner** of the **Policyholder** or **Authorized Driver**.

Dependent Child

Dependent Child means the **Policyholder's** or **Authorized Driver's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with the **Policyholder** or **Authorized Driver**. The **Dependent Child** must be primarily dependent upon the **Policyholder** or **Authorized Driver** for maintenance and support, and must be: 1) under the age of twenty-six (26); or 2) a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the **Covered Person** for support and maintenance. The incapacity must have occurred while the child was under the age of twenty-six (26).

Diminution of Value Charges

Diminution of Value Charges means a charge by a **Rental Agency** for a **Rented Automobile** that has a reduction in market value, even after repairs have been made, due to **Damage** or **Loss** that occurred while rented by a **Covered Person**. **Our** benefit will be calculated based upon the National Automobile Dealers Association's (NADA), or its successor, **Actual Cash Value** of the vehicle at the time of loss with adjustments based upon damage severity and mileage.

Domestic Partner

Domestic Partner means a person designated by the **Policyholder** who qualifies as a **Domestic Partner** or legal equivalent under the laws of the governing jurisdiction or who: 1) is at least eighteen (18) years of age and competent to enter into a contract; 2) is not related to the **Policyholder** by blood; 3) has exclusively lived with the **Policyholder** for at least one (1) year prior to the effective date of the policy; 4) is not legally married to or separated from someone else; and 5) as of the effective date of the policy, has with the **Policyholder** at least (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. Neither the **Policyholder** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.

High Value Motor Vehicle

High Value Motor Vehicle means any vehicles whose replacement value exceeds \$100,000.

Insurance Replacement Rental

Insurance Replacement Rental means rental of an automobile that occurs as a result of **Damage** to the **Covered Person's** personal vehicle and results in the **Covered Person's** or a third party insurance company taking responsibility for the daily rate charged to the **Covered Person** by the **Rental Agency**, and being direct billed by the **Rental Agency** for such charges.

Loaner Vehicle

Loaner Vehicle means a **Private Passenger Automobile** that is provided from an **Authorized Dealership** (with or without a charge) or as an **Insurance Replacement Rental** when a vehicle owned by the **Covered Person** is receiving repair service from a body shop, garage, or other facility that repairs such vehicles. The **Loaner Vehicle** must be: 1) owned or leased by the **Authorized Dealership** for the purpose of provision to customers in the event of repair service; 2) provided by a third-party **Rental Agency** who has contracted with the **Authorized Dealership** to provide such **Loaner Vehicles**; or 3) rented or provided as an **Insurance Replacement Rental**.

Loss

Loss means: 1) damage to the **Rented Automobile** resulting from fire; 2) theft of the **Rented Automobile**; 3) vandalism or damage to the **Rented Automobile** caused by malicious mischief; or 4) theft of any component of the automobile including GPS devices rented from the **Rental Agency**.

Loss of Use Charges

Loss of Use Charges means the fees the **Covered Person** is legally liable for as charged by a **Rental Agency** for a **Rented Automobile** that is rendered out of service due to **Damage** or **Loss** that occurred while rented by a **Covered Person**.

Misfueling

Misfueling means accidentally filling an automobile with a type of fuel other than the type of fuel for which the **Rented Automobile** was designed to use.

Personal Property

Personal Property means property owned by a **Covered Person**.

Personal Vehicle Sharing

Personal Vehicle Sharing means the ownership or operation of any vehicle: 1) while it is being used in connection with a **Personal Vehicle Sharing Program** for a fee; or 2) **You** or a family member privately rents to another person, and the vehicle is being used by anyone other than **You** or a family member.

Personal Vehicle Sharing Program

Personal Vehicle Sharing Program means a network, service, or any arrangement to facilitate the sharing of **Private Passenger Automobile** for use by individuals other than the vehicle's registered owner.

Policyholder

Policyholder means the individual identified in the Declarations.

Private Passenger Automobile

Private Passenger Automobile means a four-wheeled motor vehicle with a maximum seating capacity of nine (9) people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.

Proof of Loss

Proof of Loss means written evidence acceptable to Us that a **Loss** has occurred. **Proof of Loss** may include:

- 1) a copy of the **Rental Agreement**;
- 2) a copy of the police report or a copy of the initial claim report submitted to the **Rental Agency**;
- 3) a copy of the estimate from a licensed repair shop for the **Damage** or **Loss** presented by the **Rental Agency** for which the **Covered Person** is responsible;
- 4) with respect to **Loss of Use Charges**, documented valid **Loss of Use Charges** imposed by the **Rental Agency**.
- 5) with respect to **Diminution of Value Charges**, an itemized statement from the **Rental Agency** documenting the basis upon which such charge has been calculated. Such documentation must include the **Rented Automobile's Actual Cash Value** including additions for options and subtractions for mileage, the nature and extent of damages, and the mileage of the vehicle;
- 6) if the Excess Provision is elected, proof of submission of the loss to, and the results of any settlement or denial by, the applicable insurance carrier(s); and if no other insurance is applicable, a notarized statement from the **Covered Person** to that effect.

With respect to **Loaner Vehicles**, **Proof of Loss** also includes the following, when applicable:

- 1) a copy of the police report or a copy of the initial claim report submitted to the **Rental Agency** or **Authorized Dealership**;
- 2) a copy of an estimate from a licensed repair shop for the **Damage** or **Loss** presented by the **Rental Agency** or **Authorized Dealership** for which the **Covered Person** is responsible;
- 3) a statement from the **Rental Agency** or **Authorized Dealership** that the **Loaner Vehicle** was provided because of manufacturer's warranty repair service;
- 4) if the Excess Provision is elected, proof of submission of the loss to, and the results of any settlement or denial by, the applicable insurance carrier(s);
- 5) if no other insurance is applicable, a notarized statement from the **Covered Person** to that effect; and
- 6) proof that an **Insurance Replacement Rental** was in effect for the **Covered Person** at the time of the **Loss**.

Rental Agency

Rental Agency means a **Commercial** rental company licensed under the laws of the applicable jurisdiction and whose primary business is renting automobiles. For the purposes of a **Loaner Vehicle**, **Rental Agency** also includes an **Authorized Dealership**. Rental Agencies also include **Commercial Car Share Companies**. **Rental Agencies** do not include **Personal Vehicle Sharing Programs**.

Rental Agreement

Rental Agreement means the contract the **Policyholder** signs and receives, when renting a **Rented Automobile** from a **Rental Agency**, which describes the terms and conditions of the contractual relationship.

Rented Automobile

Rented Automobile means a **Private Passenger Automobile** that is rented from a **Rental Agency** or is rented as an **Insurance Replacement Rental**. **Rented Automobile** also includes **Loaner Vehicles**. **Rented Automobile** does not include:

- 1) a **High Value Motor Vehicle** (value over \$100,000 unless such vehicle is a **Loaner Vehicle**); 2) off-road vehicles; 3) trucks other than a four-wheeled pick-up truck; 4) recreational vehicles not licensed for use on public roads; 5) campers, motor homes, or trailers; 6) mini-buses; 7) high performance vehicles with horse power greater than 400; 8) antiques (over 25 years old or not manufactured for the past 10 or more years); 9) limited edition; 10) exotic; 11) collector vehicles; or 12) vans designed for the transport of cargo.

Rental Period

Rental Period means the period which begins with the effective date of the **Rental Agreement** signed by the **Policyholder** and ends on the expiration date of that **Rental Agreement**. However, in no event will coverage during a **Rental Period** exceed the number of days as shown in Section I of the Declarations.

Ride Sharing

Ride Sharing means the use of any vehicle in connection with a **Ride Sharing Program** during any time period when the driver is logged into an online-enabled ride sharing application or digital network as a driver, when the driver accepts a requested ride, is en route to pick up a passenger, or is transporting a passenger until the passenger departs the vehicle.

Ride Sharing Program

Ride sharing program means a transportation network, service, or any arrangement in which drivers and passengers arrange transportation services, including through an online-enabled ride sharing application or digital network.

Road Hazard

Road Hazard means substances, materials, and objects that are foreign to the normal roadway environment. Debris may be produced by vehicular or non-vehicular sources, but in all cases it is considered a form of solid waste. **Road Hazard** also includes potholes, items related to road construction or repair, and other damage to the normal roadway environment.

Spouse

Spouse means the **Policyholder's** husband or wife or **Domestic Partner** who is recognized as such by the laws of the jurisdiction in which the **Policyholder** resides.

Vehicle(s) Used For a Fee

Vehicle(s) Used For a Fee means the ownership or operation of a vehicle while it is being used as a public or livery conveyance, including while the vehicle is being used for **Ride Sharing** in connection with a **Ride Sharing Program**, for a fee.

We, Us and Our

We, Us and Our means CHUBB NATIONAL INSURANCE COMPANY.

You and Your

You and Your means the **Policyholder**.

Section V – Policy Conditions

Duties after a Loss

Claim Notice

Written claim notice, including **Policyholder's** name and policy number, must be given to **Us** within forty-five (45) days after a covered **Loss** occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Failure to give claim notice within forty-five (45) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

The **Covered Person** must:

- 1) Protect the **Rented Automobile** from further **Damage** or **Loss**;
- 2) Report within twenty-four (24) hours any **Damage** or **Loss** to the appropriate official representative such as the police or licensed **Rental Agency** and obtain either a police report or incident report from a **Rental Agency**;
- 3) Report any **Damage** or **Loss** to **Us** or **Our** authorized representatives as soon as reasonably possible;
- 4) Submit **Proof of Loss** to **Us**;
- 5) Cooperate with **Us** in the investigation, settlement or handling of any claims;
- 6) Permit **Us** to question the **Covered Person** under oath whenever **Our** investigation deems it necessary. All statements taken will be signed by the **Covered Person**; and
- 7) Authorize **Us** to obtain records or reports necessary to **Our** investigation.

Claim Forms

When **We** are told of a claim, **We** will give the **Covered Person** or the **Covered Person's** designee, forms for filing **Proof of Loss**. If these forms are not given to the **Covered Person** or the **Covered Person's** designee within fifteen (15) days, the **Covered Person** or the **Covered Person's** designee should give **Us** a written description of the occurrence, character and nature of the **Loss**.

Claim Proof of Loss

Complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of the **Loss**. Failure to give complete **Proof of Loss** within this time frame will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

Claim Payment

We will pay covered claims to either the **Rental Agency**, the **Covered Person**, the **Covered Person's** designee, or the **Covered Person's** authorized representative within sixty (60) days after **We** receive complete **Proof of Loss** if the **Covered Person**, where applicable, has complied with all of the terms of this policy.

Section VI – Policy Terms

Changes

To be valid, any change or waiver must be in writing, approved by one of **Our** authorized representatives and made a part of the policy. No agent has authority to change or waive any part of this policy.

Compliance by Covered Person

We have no duty to provide insurance under this policy unless the **Covered Person** has fully complied with all the terms and conditions of this policy.

Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Covered Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**;
- 2) the **Covered Person** has intentionally concealed or misrepresented any material fact relating to a **Loss**; or
- 3) the **Covered Person** files a false report of a **Loss**.

Conforming to Trade Sanction Laws

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **Us** from providing insurance.

Entire Contract

This policy, together with the endorsements attached to this policy, constitute the entire contract of insurance.

Examination Under Oath

The **Covered Person**, as often as may be reasonably required by **Us**, will submit, and within its power cause others to submit, to examinations under oath. No such examination under oath, examination of documents or any other act by **Us**, **Our** employees or representatives in connection with the investigation of any loss or claim will be deemed a waiver of any defense and such acts will be deemed to have been made or done without prejudice to **Our** liability.

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations.

Legal Action against Us

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. However, if by the laws of the state within which this policy is issued such limitation is invalid, then any such suit, action or proceeding must be commenced within the shortest time limit permitted by the laws of such state. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable benefit amounts or limits of insurance of this policy.

No Benefit to Others

This coverage will in no way inure directly or indirectly to the benefit of any insurer, person or organization or other Bailee.

Other Insurance

When other insurance applies to covered damages, **We** will pay **Our** share. **Our** share is the proportion that the amount of coverage under this policy bears to the total of all applicable amounts of coverage, but in no event will **We** pay more than the applicable maximum benefit(s) amount(s) shown in Section III of the Declarations for any **Damage** or **Loss**.

Subrogation

If **We** pay the **Covered Person** for a loss, it will require the **Covered Person** to assign and transfer any claim or right of action against any individual, firm or corporation for such loss to **Us** or subrogate or hold in trust all such rights to the extent of the amount paid. The **Covered Person** will agree to take action as requested by **Us** to enforce such rights. Upon payment by **Us** to the **Covered Person**, the **Covered Person** agrees to direct enforcement of such rights as reasonably requested by **Us** and to return to **Us** any recovery to the extent payment of loss has been made by **Us**.

EXAMPLE/DRAFT

CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?		
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes – to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx		

What we do	
Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
How does Chubb Group protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
How does Chubb Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ apply for insurance or pay insurance premiums ▪ file an insurance claim or provide account information ▪ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Chubb does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:

Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.