



## SECURITY DEPOSIT WAIVER PROGRAM

**Underwritten By:**  
**Arch Insurance Company**  
Administrative Office: 300 Plaza Three  
Jersey City, NJ 07311

**Administered By:**  
**Red Sky Travel Insurance**  
c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031  
Phone: 1-866-889-7409  
Fax: 1-443-279-2901  
Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.com)  
Office Hours: Monday-Friday, 8:30am – 5pm EST

## INDIVIDUAL TRAVEL PROTECTION POLICY

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

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IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read 'John Mentz', written over a horizontal line.

John Mentz  
President

A handwritten signature in black ink, appearing to read 'Patrick Nails', written over a horizontal line.

Patrick Nails  
Secretary

**SCHEDULE OF BENEFITS**

**Benefits**

**Maximum Benefit Amount**

**Coverage For Your Belongings and Property of Others**

Security Deposit Waiver ..... \$1,500

## SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### COVERAGE FOR YOUR BELONGINGS AND PROPERTY OF OTHERS

#### SECURITY DEPOSIT WAIVER

If, while checked-in at a Rental Property, an Insured Person, as a result of his/her inadvertent acts or omissions, causes any damage to, or theft of, real or personal property of the Rental Property, We will reimburse the Property Management Company on Your behalf for the cost of repair or replacement of such property, up to Maximum Benefit Amount shown on the Schedule of Benefits.

## SECTION II – DEFINITIONS

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**“Coverage”** means any other fund or insurance policy except this policy and any fund or insurance policy providing the Property Management Company with coverage for any claims, causes of action or rights You or such other person may have against the Property Management Company.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 10 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You.

**“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, Domestic Partner, Caregiver, or Child Caregiver.

**“Insured Person”** means a person who: (a) is a registered guest at a Rental Property; (b) completes any required enrollment form for Security Deposit Waiver coverage; and (c) for whom premium has been paid by check-in at the Rental Property, also referred to as “You” or “Your”. Insured Person includes the person named on the rental agreement and his/her Family Member and accompanying Traveling Companion if occupying the rental property premises with the Insured Person. Insured Person does not mean invited guest, unless the guest accompanies the Insured Person to and from the vacation rental property destination and resides there with the Insured Person for the duration of the rental agreement period.

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

**“Natural Disaster”** means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes.

**“Property Management Company”** means the Property Management Company who remits the required premium to Us.

**“Rental Property”** means a property owned/managed by the Property Management Company.

**“Third Party(ies)”** means any person, corporation or other entity except You and Us.

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

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You: 1) from whom this policy is offered; and 2) with whom You booked Your Travel Arrangements.

**“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.

**“Trip”** means a scheduled trip of 180 days or less in length; 1) for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date; and 2) and is 100 miles or more from Your primary residence.

### **SECTION III - POLICY LIMITATIONS AND 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 or 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) damage or theft to any property owned by or brought by an Insured Person onto the Rental Property premises;
- (g) damage or theft 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 to or theft in a Rental Property unit if the number of persons occupying the unit exceeds that unit's occupancy limit.
- (k) damage or theft of boats, or damage to docks, piers, pools or other structures not part of the dwelling unit

### **SECTION IV – COVERAGE PROVISIONS**

#### **When Coverage Begins and Ends**

##### **When Coverage Begins:**

**Effective Dates.** The Security Deposit Waiver coverage will take effect on the date and time You check-in as a registered guest at the Rental Property, provided the appropriate premium has been paid by check-in.

##### **When Coverage Ends:**

**Termination Dates.** The Security Deposit Waiver coverage will end on the earlier of: (1) the normal checkout time on Your scheduled check-out date from the Rental Property; or (2) the actual date of Your departure from the Rental Property.

In no event will the policy cover a rental period longer than 180 days from the date of check-in as a registered guest at a Rental Property.

Termination of the policy will not affect a claim for loss that occurs after premium has been paid.

### **SECTION V – CLAIMS PROVISIONS**

#### **Where to Report a Claim:**

Red Sky Travel Insurance  
c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031  
Phone: 1-866-889-7409  
Fax: 1-443-279-2901  
Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.com)  
Office Hours: Monday-Friday, 8:30am – 5pm EST

**Notice of Claim:** All damage or theft for which a claim may be made under this coverage must be reported to the Property Management Company no later than the coverage Termination Date.

**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.

Obtain claim forms from Us which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**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:** Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. 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.

## **SECTION VI - GENERAL PROVISIONS**

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

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

**Other Insurance with Us:** You may be covered under only one travel insurance policy with Us 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 Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**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 You and served on Us 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 Us of the Proof of Loss information required.

**Subrogation and Right of Recovery:** As a condition to receiving Security Deposit Waiver benefits under this coverage You or, if You are deceased, Your authorized representative or the person to whom payment was made, agrees, except as may be limited or prohibited by applicable law:

1. To reimburse Us for any such benefits paid to You or on Your behalf to the person to whom payment was made, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. Without limiting the preceding, that We are subrogated, for the purpose of Our recovery of any such benefits paid to You or on Your behalf to the person to whom payment was made, to any and all claims, causes of action or rights that You or such other person has or that may arise against any Third Party who has or may have caused, contributed to or aggravated the condition for which You claim an entitlement to policy benefits, and to any claims, causes of action or rights You or such other person may have against any Coverage for the condition for which You claim an entitlement to policy benefits.

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

**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 coverage for this Trip.