

AXIS Insurance Company  
233 South Wacker Drive, Suite 4930  
Chicago, IL 60606

## SCHEDULE OF BENEFITS

Any sub-limit values listed below a Maximum Benefit are included in the Maximum Benefit Amount, and any amounts paid under a sub-limit will reduce the Maximum Benefit amount available under each Coverage.

BENEFITS	MAXIMUM BENEFIT PER PERSON PER TRIP
Trip Cancellation Maximum Benefit Single Occupancy	100% of Trip Cost up to \$30,000 100% of Trip Cost
Trip Interruption Maximum Benefit Single Occupancy	100% of Trip Cost 100% of Trip Cost
Travel Delay Maximum Benefit Maximum Benefit Per Day Pet Boarding / Kennel Fees	\$2,000 \$200 \$200
Accidental Death & Dismemberment – 24 Hour Maximum Benefit	\$50,000
Emergency Accident and Sickness Medical Expense Maximum Benefit Dental Expenses	\$100,000 \$500
Medical Evacuation & Repatriation of Remains Medical Evacuation Maximum Benefit Repatriation of Remains Maximum Benefit Hospital Companion – Transportation to Join You	\$1,000,000 \$50,000 \$50,000
Political or Personal Security Evacuation Maximum Benefit	\$100,000
Natural Disaster Evacuation Maximum Benefit	\$100,000
Search and Rescue Maximum Benefit	\$10,000
Baggage Damage or Loss Maximum Benefit Per Article Maximum Combined Article Maximum	\$3,000 \$300 \$500
Baggage Delay Maximum Benefit	\$750
Sports Equipment Rental Maximum Benefit	\$5,000

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### INDIVIDUAL TRAVEL PROTECTION POLICY

This Policy describes all the travel insurance benefits underwritten by AXIS Insurance Company herein referred to as the "Company" or as "We", "Us" or "Our". Please refer to the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the Policy purchased. You should contact the administrator immediately if You believe any information on Your Schedule of Benefits is incorrect.

This Policy is issued in consideration of the purchase transaction and payment of any premium due.

All premium is refundable only during the ten (10) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase. This Policy will not provide benefits for events that occur prior to Your purchase of coverage.

The following officers of AXIS Insurance Company witness this Policy.



PRESIDENT



SECRETARY

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## **BENEFITS**

No benefit is intended to duplicate any other benefit or coverage provided under this Policy. Should there be any inadvertent duplication of benefit or coverage in this document, We will only pay the benefit providing the largest amount of benefit or coverage.

### **TRIP CANCELLATION**

If You cancel Your Trip prior to departure due to one of the covered Unforeseen reasons listed below, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the amount of unused, non-refundable, Pre-paid Payments or Deposits for the Travel Arrangements You purchased for Your Trip.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the additional single supplement cost You must pay as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is cancelled for one of the covered Unforeseen reasons listed below and You do not cancel Your Trip.

Payable benefit amounts are reduced by any refunds or reimbursements to which You are entitled from any Travel Supplier or provider of Your Travel Arrangements, whether You requested reimbursement or not. In no event shall the amount reimbursed under this benefit exceed the lesser of the Pre-paid Payments or Deposits made for Your Travel Arrangements or the Maximum Benefit Amount shown in the Schedule of Benefits.

Trip Cancellation must be due to one of the following Unforeseen reasons that occurs after the purchase of this Policy and while this coverage is in effect for You:

1. Your, a Family Member's or a Traveling Companion's death that occurs prior to departure on Your Trip;
2. Your, a Family Member's or a Traveling Companion's covered Sickness or Injury that: (a) occurs before departure on Your Trip; (b) requires the Medical Treatment by a Physician at the time of cancellation; and (c) as certified by a Physician prior to cancellation, results in medical restrictions so disabling as to cause You to cancel Your Trip;
3. death or critical illness of Your cat or dog that occurs within the seven (7) days prior to Your Trip Scheduled Departure Date as certified by a Veterinarian at the time of loss preventing Your participation in the Trip;
4. Your or Your Traveling Companion's place of employment is rendered unsuitable for business or company operations within three (3) Days of the Scheduled Departure Date of Your Trip due to fire, flood, other Natural Disaster, Bankruptcy or Default, vandalism, or burglary, requiring You or Your Traveling Companion to work as a result;
5. You or Your Traveling Companion are required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. In the situation of self-employment, proof of self-employment and a notarized statement confirming You or Your Traveling Companion are unable to travel due to job obligations will be required;
6. Your or Your Traveling Companion's employer is either merging with another company or is being acquired by another company, is subject to a voluntary or government required product recall, or is in bankruptcy proceedings, requiring Your or Your Traveling Companion's direct involvement. You or Your Traveling Companion must be an active, full- time employee and cannot be a company owner or partner;
7. Your or Your Traveling Companion's revocation of previously granted military leave or reassignment of station. For revocation, official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. For reassignment, orders of relocation must be provided;
8. You or Your Traveling Companion are called into emergency service to provide aid or relief for a Natural Disaster as part of military, police, first responder, medical personnel or fire personnel duties;
9. Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel, preventing You or Your Traveling Companion from reaching Your destination;

10. Inclement Weather that causes complete cessation of services for at least twenty-four (24) consecutive hours of the Common Carrier on which You are scheduled to travel, preventing You from reaching Your destination;
11. Natural Disaster that causes complete cessation of services for at least twenty-four (24) consecutive hours of the Common Carrier on which You are scheduled to travel, preventing You from reaching Your destination;
12. Bankruptcy or Default of the airline, cruise line or tour operator. The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination;
13. Your booked accommodations at Your Trip destination are made Uninhabitable by a Natural Disaster occurring after this coverage is in effect. We will only pay benefits for this coverage for losses occurring within thirty (30) days of the event making Your destination accommodations Uninhabitable. No benefits are payable if a storm which triggers a weather warning was named and documented in the media prior to this coverage being in effect;
14. a Terrorist Incident that occurs within thirty (30) days of the Trip's Scheduled Departure Date in a city listed on the Trip itinerary. No benefits are payable for Terrorist Incidents that occur in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less. Benefits are not available if the Travel Supplier offers a substitute itinerary;
15. You or Your Traveling Companion become a victim of a Verified Physical Assault (must be substantiated by a police report);
16. You are prevented from embarking on Your Trip due to You being Quarantined;
17. You are hijacked;
18. You are required to serve on a jury or served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers). Notice must be received after this coverage is in effect.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier as soon as possible in the event of a cancellation and claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier within seventy-two (72) hours of the need to cancel.

### **TRIP INTERRUPTION**

If You must start Your Trip later than scheduled or are unable to complete Your Trip due to one of the covered Unforeseen reasons listed below, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the following:

1. unused, Pre-paid, nonrefundable Payments or Deposits You paid for Your Travel Arrangements insured under this Policy;
2. plus one of the following Transportation Expenses:
  - a. the Additional Transportation Cost for You to reach Your scheduled destination if Your departure is delayed and You leave on Your Trip after Your Scheduled Departure Date and time;
  - b. the Additional Transportation Cost for You to reach the Scheduled Return Destination of Your Trip; or
  - c. the Additional Transportation Cost for You to rejoin Your Trip in progress from the point where You interrupted Your Trip.

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the additional single supplement cost You pay as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is interrupted for one of the covered Unforeseen reasons listed below and You do not interrupt Your Trip.

In no event shall the amount reimbursed for this benefit exceed the lesser of the Pre-paid Payments or Deposits

made for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

Trip Interruption must be due to one of the following Unforeseen reasons that occurs while this coverage is in effect for You:

1. Your, a Family Member's or a Traveling Companion's death that occurs after departure on Your Trip;
2. Your, a Family Member's or a Traveling Companion's covered Sickness or Injury that: (a) occurs while this coverage is in effect; (b) requires Medical Treatment by a Physician at the time of interruption; and (c) as certified by a Physician prior to interruption, results in medical restrictions so disabling as to prevent Your continued participation on the Trip;
3. death or critical illness of Your or Your Traveling Companion's cat or dog that occurs during the Trip as certified by a Veterinarian;
4. Your or Your Traveling Companion's place of employment is rendered unsuitable for business or company operations during Your Trip due to fire, flood, other Natural Disaster, Bankruptcy or Default, vandalism, or burglary, requiring You or Your Traveling Companion to work as a result;
5. You or Your Traveling Companion are required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. In the situation of self-employment, proof of self-employment and a notarized statement confirming You or Your Traveling Companion are unable to travel due to job obligations will be required;
6. Your or Your Traveling Companion's employer is either merging with another company or is being acquired by another company, is subject to a voluntary or government required product recall, or is in bankruptcy proceedings, requiring You or Your Traveling Companion's direct involvement. You or Your Traveling Companion must be an active, full-time employee and cannot be a company owner or partner;
7. Your or Your Traveling Companion's revocation of previously granted military leave or reassignment of station. For revocation, official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. For reassignment, orders of relocation must be provided;
8. You or Your Traveling Companion are called into emergency service to provide aid or relief for a Natural Disaster as part of military, police, first responder, medical personnel or fire personnel duties;
9. Strike that causes complete cessation of services for at least twenty-four (24) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
10. Inclement Weather that causes complete cessation of services twenty-four (24) consecutive hours of the Common Carrier on which You are scheduled to travel preventing You from reaching Your destination;
11. Bankruptcy or Default of the airline, cruise line or tour operator. The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur while on Your Trip and more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination;
12. Trip destination accommodations are made Uninhabitable by a Natural Disaster occurring during Your Trip;
13. a Terrorist Incident that occurs in a city listed on the Trip's itinerary. In order for benefits to be payable, there must not have been a Terrorist Incident in the city in the thirty (30) days prior to Your purchase of the Policy. Benefits are not available if the Travel Supplier offers a substitute route/ itinerary;
14. You or Your Traveling Companion are the victim of a Verified Physical Assault (must be substantiated by a police report);
15. You are unable to continue on Your Trip due to You being Quarantined;
16. You are hijacked;
17. You are required to serve on a jury during the Trip dates or served with a court order to appear as a witness in legal action during the Trip in which You are not a party (except law enforcement officers). Notice must be received while on Your Trip.

## TRAVEL DELAY

If You are delayed for twelve (12) hours or more while en route to or returning from Your Trip, due to a covered Travel Delay Event listed below, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the costs You pay for reasonable and necessary accommodations, meals, telephone calls and local transportation while You are delayed. When presenting a claim for these benefits, You must provide written confirmation of the reason for delay, including but not limited to, the scheduled departure and return dates and times, and the actual departure and return dates and times.

For a covered Travel Delay, We will also reimburse You for the following:

1. Up to the sub-limit listed in the Schedule of Benefits to cover the necessary additional kennel fees paid if Your delay is to Your final destination, and You have placed Your cat or dog in a kennel for the duration of Your scheduled Trip and are unable to collect Your cat or dog on the day previously agreed with the kennel. You must provide written confirmation from the kennel advising the original pick-up date and time, and the actual pick-up date and time.

For this benefit, a covered Travel Delay Event shall mean:

- a. any officially documented delay of Your Common Carrier;
- b. a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report);
- c. Your or Your Traveling Companion's lost or stolen passport(s), visa(s) or travel documents (must be substantiated by a police report);
- d. Quarantine, hijacking, Strike, Natural Disaster, Terrorist Incident, Cyber Terrorism, Civil Disorder or Riot;
- e. a road closure due to severe weather or local transportation authority preventing You from getting to the point of departure for Your Trip (must be substantiated by the department of transportation, state police, etc.).

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) - 24-HOUR

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits if You, as a result of an Injury caused by an Accident occurring during Your Trip. The Accident must result in a loss shown in the Table of Losses below. The loss must occur within the one hundred eighty (180) days after the date of the Injury causing the loss.

**TABLE OF LOSSES**

<b>Loss of:</b>	<b>Percentage of Maximum Benefit Amount Payable:</b>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	100%
Sight of one eye	50%
Speech	50%
Hearing	50%
Loss of thumb and index finger on the same hand	25%

Loss of hand or foot means actual complete severance through and above the wrist or ankle joints as a result of a Covered Accident.

Loss of eyes or eye means an entire and irrecoverable loss of sight as a result of a Covered Accident.

Loss of speech means the loss of the ability to talk or speak as a result of a Covered Accident.

Loss of hearing means the total and complete loss of the ability to hear any sound as a result of a Covered Accident.

Any loss must be certified as permanent with no reasonable expectation of recovery by a Physician.

If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained loss shown in the Table of Losses.

#### Exposure and Disappearance

We will pay benefits for covered losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found within three hundred sixty-five (365) days from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered a loss of life.

### EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE

Please note: this coverage is primary. Please see Primary Insurance under the GENERAL PROVISIONS section for details.

Benefits will be paid for Your covered reasonable and necessary Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following:

1. covered Medical Expenses will only be payable at the Usual and Customary level of charges;
2. benefits will be payable only for covered Medical Expenses resulting from a Sickness or an Injury that occurs while on Your Trip;
3. Medical Expenses to be considered are only those incurred by You during Your Trip. Medical Expenses incurred after You return from Your Trip are not covered.

Medical Expenses means the reasonable and necessary expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prosthetics, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for examination and treatment;
2. Hospital, Urgent Care or ambulatory medical-surgical center services (including expenses for cruise ship cabin or hotel room, not already included in the cost of Your Trip, if bed rest or isolation is recommended by Your attending Physician and approved by Our Assistance Provider as a substitute for a Hospital room for recovery from Your Injury or Sickness);
3. Local Emergency Transportation from the location of Your Sickness or Injury to and/or from the treating medical facility; or
4. emergency dental treatment.

We will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

### MEDICAL EVACUATION & REPATRIATION OF REMAINS

We will pay this benefit, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Covered Medical Evacuation & Repatriation of Remains Expenses listed below, incurred by You, subject to the following:

1. Covered Expenses will only be payable at the Usual and Customary level of payment; and
2. Benefits will be payable only for Covered Expenses listed below resulting from a Sickness, an Injury or death that occurs while on Your Trip.

For this benefit, Covered Medical Evacuation & Repatriation of Remains Expenses shall mean:

- a. expenses incurred by You for Physician-ordered emergency evacuation including medically appropriate transportation and necessary medical care en route when You are critically ill or injured and no suitable local care is available; evacuation must be to the nearest suitable Hospital subject to Our prior approval or that of Our Assistance Provider.
- b. expenses incurred for non-emergency repatriation, including medically appropriate transportation and medical care en route, to a Hospital or to Your Home, when deemed Medically Necessary by the attending Physician, subject to Our prior approval or that of Our Assistance Provider. In lieu of returning

to Your Home, You may opt to be returned to a different city in the United States if proper care for Your condition is not available in Your Home city.

- c. expenses for transportation (not to exceed the cost of one-way economy airfare to Your location), and expenses for reasonable hotel accommodations, meals, telephone calls and local transportation for one (1) person, up to the sub-limit in the Schedule of Benefits, if You expire or You are traveling alone, with a minor, or with a person incapable of providing support, and are, or Your Physician expects You to be, hospitalized for twenty-four (24) hours or more.
- d. expenses for transportation (not to exceed the cost of one-way economy airfare (or similar class as the originally issued ticket) to Your Home, including Escort expenses, if You are under the age of eighteen (18) and are left unattended due to the death or hospitalization of Your accompanying adult(s), subject to Our prior approval or that of Our Assistance Provider.

Transportation Expenses for items (a) and (b) above include, but are not limited to, Usual and Customary charges for land transportation, air transportation, commercial stretcher, medical Escort, non-medical Escort, air ambulance, and helicopter transfer provided such transportation has been pre-approved and arranged by Us or Our Assistance Provider. In the event the Medical Evacuation services are not arranged by the Assistance Provider, We may elect to evaluate the need for the Medical Evacuation and provide limited reimbursement for the portion of the expenses that would have been authorized by the Assistance Provider had they initiated the Medical Evacuation.

We will pay benefits for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount in the Schedule of Benefits, to return Your body to Your Home city if You expire during Your Trip. Your next of kin may opt to have You returned to a different city in the United States if final arrangements have been made outside Your Home city.

For this benefit, covered Repatriation Expenses means: embalming, local cremation, minimally necessary casket for transport and air transportation of Your remains, and other expenses required to comply with local laws or regulations to arrange transport of Your remains. All Repatriation Expenses must be approved in advance by Us or Our Assistance Provider. In the event the Repatriation of Remains services are not arranged by the Assistance Provider, We may elect to provide limited reimbursement for the portion of the expenses that would have been authorized by the Assistance Provider had they initiated the repatriation.

Alternatively, if chosen by Your estate in lieu of covered Repatriation Expenses, We will reimburse benefits for an equivalent amount paid for a local burial or cremation in the area where the death occurred if You expire while on Your Trip.

## **POLITICAL OR PERSONAL SECURITY EVACUATION**

If You experience a Political or Personal Security Event as defined while on Your Trip, We will arrange and pay for the reasonable and necessary expense of moving and transporting You from an airport or other safe departure point designated by Our Assistance Provider to the nearest safe and acceptable location, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Benefits are only provided if Our Assistance Provider arranges or coordinates Your evacuation including the means, methods and timing. Arrangements will be made by the most appropriate and economical means available and consistent with Your health and safety. The event which causes Your need to be evacuated must occur while You are on Your Trip, and You must notify Us as soon as possible of Your request to be evacuated.

Specific waiver of liability for Political or Security Evacuation

If You request this benefit, You understand the following:

1. We and any affiliated party offering this Policy plan, do not accept any liability from the evacuation situation.
2. You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive any and all liability to Us or any evacuation team, company, entity and/or volunteer. This includes liability for injuries, stress, death, disablement, sickness or any claims, reason or cause whatsoever from any efforts to reach You, assist You, or respond in any way to Your evacuation. This is regardless of whether

the evacuation was ever initiated, cancelled, delayed, or misdirected.

3. If any part of this is held invalid, it does not invalidate the other parts of any other parties' waivers.

Neither We nor Our Assistance Provider will be responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service is: 1) prohibited by U.S. law, local law, or regulatory agencies; or 2) requested from any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the Office of Foreign Asset Controls.

If evacuation becomes impractical due to hostile or dangerous conditions, Our Assistance Provider will maintain contact with You and advise You until evacuation becomes viable or until the Political or Personal Security Event has abated or passed.

As a part of this benefit, Our Assistance Provider will coordinate and/or arrange Your ground transportation to the designated airport or other safe departure point.

For this coverage, a covered Political or Personal Security Event shall mean:

1. civil and/or military uprising, insurrection, war, revolution or another similar situation which: (a) in Our or Our Assistance Provider's opinion constitutes a breakdown of law and order which significantly threatens Your physical safety, or (b) in the opinion of the recognized government of the Home Country or the country of your Trip destination, immediate evacuation is advised;
2. You are expelled or declared "persona non grata" on the written authority of the recognized government of the country of Your Trip destination; or
3. a Terrorist Incident in the city, district or county where You are currently on Your Trip.

For this benefit, the following exclusions and limitations apply:

We will not pay for costs or expenses arising from or attributable to:

- a. evacuations when the covered Political or Personal Security Event precedes Your arrival in the country of Your Trip destination;
- b. evacuations when notices have been issued or posted by the recognized government of Your Home Country or the country of Your Trip destination for a period of more than seven (7) days, and You have failed to notify Our Assistance Provider regarding Your need to be evacuated;
- c. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of a contributory cause;
- d. more than one (1) evacuation from a country or territory per individual per Policy;
- e. fraudulent or criminal acts committed or attempted by You;
- f. alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent;
- g. failure to maintain required documents or visas;
- h. debt, insolvency, business or commercial failure;
- i. the repossession of any property;
- j. Your non-compliance with a contract, license or permit;
- k. any liability assumed by You under any contract; or
- l. any loss or expense recoverable under any Other Insurance or through an employer.

## **NATURAL DISASTER EVACUATION**

In the event a Natural Disaster occurs while on Your Trip, We will pay for the reasonable and necessary expense of moving and transporting You from an airport or other safe departure point designated by Our Assistance Provider to the nearest safe and acceptable location, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Benefits are only provided to You if Our Assistance Provider arranges or coordinates Your evacuation including the means, methods and timing. Arrangements will be made by the most appropriate and economical means available and consistent with Your health and safety. The event which causes Your need to be evacuated must occur while You are on Your Trip, and You must notify Us as soon as possible of Your request to be evacuated.

#### Specific waiver of liability for Natural Disaster Evacuation

If You request this benefit, You understand the following:

1. We and any affiliated party offering this Policy, do not accept any liability from the evacuation situation.
2. You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive any and all liability to Us or any evacuation team, company, entity and/or volunteer. This includes liability for injuries, stress, death, disablement, sickness or any claims, reason or cause whatsoever from any efforts to reach You, assist You, or respond in any way to Your evacuation. This is regardless of whether the evacuation was ever initiated, cancelled, delayed, or misdirected.
3. If any part of this is held invalid, it does not invalidate the other parts of any other parties' waivers.

Neither Us nor Our Assistance Provider will be responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond Our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service is prohibited by U.S. law, local law, or regulatory agencies.

If evacuation becomes impractical due to hostile or dangerous conditions, Our Assistance Provider will maintain contact with You and advise You until evacuation becomes viable or until the event has abated or passed.

As a part of this coverage, Our Assistance Provider will coordinate and/or arrange Your ground transportation to the designated airport or other safe departure point.

Following an evacuation due to a covered Natural Disaster, and when safety allows, We will also pay for the cost of one-way economy airfare (or similar class as the originally issued ticket) to return You to either the country of the Trip destination or Your Home Country, at Your election.

For this benefit, the following exclusions and limitations apply:

We will not pay for costs or expenses arising from or attributable to:

- a. evacuations when the covered Natural Disaster precedes Your arrival in the country of Trip destination;
- b. evacuations when notices have been issued or posted by the recognized government of Your Home Country or the country of Trip destination for a period of more than seven (7) days, and You have failed to notify Our Assistance Provider regarding Your need to be evacuated;
- c. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of a contributory cause;
- d. more than one (1) evacuation from a country or territory per individual per Policy;
- e. Your non-compliance with a contract license or permit;
- f. any liability assumed by You under any contract; or
- g. any loss or expense recoverable under any Other Insurance or through an employer.

#### SEARCH AND RESCUE

If You should become lost, disoriented, or reported missing while on the Trip during recreational activity that is appropriate for Your abilities and expertise, We will pay for the cost of one (1) organized Search and Rescue by the appropriate authorities, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

Search and Rescue means those reasonable and necessary expenses incurred for the following expenses, including but not necessarily limited to: fuel, operating costs, repair and rental of motor vehicles, aircraft or helicopters, hovercraft, snowmobiles, horses, dogs, generators, and any other equipment. These expenses must be necessary or deemed appropriate for activities to find, recover, or rescue individuals while performed by individuals who have been appointed or requested by a governmental authority within one hundred (100) miles of the person's last known location before the loss occurrence. This benefit can only be activated when someone makes a formal report of Your need for Search and Rescue to an agency or authority who can activate a Search and Rescue, and that person provides the agency or authority with enough specific and credible details of how, when, and where You might be located so that an official organized Search and Rescue can be activated.

#### Specific waiver of liability for Search and Rescue

If You request this benefit, You understand the following:

1. We and any affiliated party offering this Policy, do not accept any liability from the evacuation situation.
2. You and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive any and all liability to Us or any evacuation team, company, entity and/or volunteer. This includes liability for injuries, stress, death, disablement, sickness or any claims, reason or cause whatsoever from any efforts to reach You, assist You, or respond in any way to Your evacuation. This is regardless of whether the evacuation was ever initiated, cancelled, delayed, or misdirected.
3. If any part of this is held invalid, it does not invalidate the other parts of any other parties' waivers.

We will not pay for any losses caused by or arising from:

- a. heli-skiing;
- b. extreme skiing;
- c. payment in any way for fines, damages, penalties or litigation that may be imposed against You as a result of Your activities or actions; or
- d. deliberately choosing to be absent.

If We pay Search and Rescue benefits and later determine that expenses were incurred due to an excluded reason, or are otherwise recoverable from You or a third party, We will exercise Our right to recover those costs from You or the third party.

#### **BAGGAGE DAMAGE OR LOSS**

Please note: this coverage is in excess of any other coverage available to You. Please see Excess Insurance under the GENERAL PROVISIONS section for details.

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits less any Deductible for theft, damage or destruction of Your Baggage by a third party, or for Common Carrier loss, that occurs during Your Trip provided You have taken reasonable steps to protect, save and/or recover Your property at all times. A loss, damage or destruction report from the Common Carrier or responsible third party, or a police report filed at the time of the theft, must be provided to substantiate any claim for benefits.

#### Valuation and Payment of Loss:

Payment for losses under this coverage will be calculated based on an Actual Cash Value basis. For items without receipts, payment of losses will be calculated based upon seventy-five percent (75%) of the Actual Cash Value at the time of loss. At Our option, We may elect to repair or replace Your item(s) claimed. We may take all or part of damaged items as a condition of payment for loss.

The following items will be subject to a per article maximum payable (as indicated in the Schedule of Benefits under the sub-limit "Per Article Maximum for listed items": jewelry, precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold, or platinum; articles made in whole or in part of fur; electronic devices, cameras, and their accessories and related equipment. These listed items are subject to a combined maximum (as indicated in the Schedule of Benefits under the sub-limit "Combined Article Maximum for listed items").

In the event of a loss to a pair or set of items, We will:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between the value of the property before and after the loss.

#### Items Not Covered:

We will not pay for damage to or loss of:

1. animals;
2. automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;

3. bicycles, except when checked as Baggage with a Common Carrier;
4. household effects and furnishings; antiques and collector items;
5. eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers or other orthodontic devices;
6. hearing aids, artificial limbs or prosthetic devices;
7. keys, money, and credit cards; securities, stamps, tickets, and documents;
8. musical instruments;
9. Sporting Equipment if the loss results from the use thereof;
10. professional or occupational equipment or property, whether or not electronic Business Equipment;
11. cell phones, smartphones and similar mobile devices;
12. laptop or tablet computers;
13. software or downloads.

#### Losses Not Covered:

We will not pay for loss arising from:

1. breakage of brittle or fragile articles;
2. wear and tear, or gradual deterioration;
3. confiscation or appropriation by order of any government or customs rule;
4. theft or pilferage while left in Your or Your Traveling Companion's unlocked Covered Vehicle or Rental Car;
5. property illegally acquired, kept, stored or transported;
6. Your failure to take proper care of the item(s);
7. property shipped as freight or shipped prior to the Scheduled Departure Date;
8. electrical current, including electric arcing that damages or destroys electrical devices or appliances;
9. insects, vermin or inherent vice.

We will not provide benefits for any loss or damage to Your Baggage which has been reimbursed, or could be reimbursed, by a Common Carrier, hotel or Travel Supplier.

#### **BAGGAGE DELAY**

We will reimburse You the Maximum Benefit Amount shown in the Schedule of Benefits for the Covered Expenses listed below if Your checked Baggage is delayed or misdirected by a Common Carrier for twelve (12) hours or more from Your time of arrival at Your Trip destination (coverage is not applicable for Your arrival at Your Scheduled Return Destination).

For this benefit, Covered Expenses shall mean the cost of reasonable and necessary additional clothing and personal items purchased by You while Your checked Baggage is delayed or misdirected.

Coverage under this benefit terminates upon Your arrival at Your Scheduled Return Destination of Your Trip or when Your Baggage is returned to You, whichever is sooner.

#### **SPORTING EQUIPMENT RENTAL**

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the reasonable costs paid to rent substitute Sporting Equipment during Your Trip, if Your Sporting Equipment is stolen, damaged, or destroyed by a third party, or lost or delayed for twelve (12) hours or more by a Common Carrier. Benefits under this coverage are only payable if You have taken reasonable steps to protect, save and/or recover Your property at all times.

A police report is required if Your Sporting Equipment is stolen. Documentation from the Common Carrier or responsible third party is required for proof of damage, delay or loss. Original receipts and list of stolen, damaged or lost Sporting Equipment must be provided along with Proof of Loss providing the amount of loss, date, time and cause of loss.

## DEFINITIONS

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

**Actual Cash Value** means the lesser of the replacement costs for an item of like kind and quality or the original purchase price, less depreciation.

**Additional Transportation Cost** means the actual cost paid for one-way Economy Transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by Common Carrier by the most direct route, less any refunds paid or payable, for unused original tickets.

**Assistance Provider** means the service provider listed on Your purchase confirmation.

**Baggage** means luggage and personal effects (whether owned, borrowed or rented) taken by You on Your Trip.

**Bankruptcy or Default** means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

**Business Equipment** means property taken on Your Trip for business use, including but not limited to: printed business documents, meeting agendas, sales presentations, product samples, laptops, visual aids, projectors or electronics. Coverage applies to items owned by You, Your business or rented by You for use on the Trip.

**Civil Disorder** means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

**Common Carrier** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately-owned motor vehicles.

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

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

**Covered Vehicle** means a private passenger vehicle not used commercially owned by or under long term lease one (1) year or more) to You.

**Cyber Terrorism** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system. In terms of coverage under this Policy, a Terrorist Incident is not Cyber Terrorism as defined.

**Deductible** means the dollar amount of expenses for covered services and supplies that must be incurred and paid by You before specified benefits become payable.

**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 six (6) months:

1. resides with You;
2. shares financial assets and obligations with You;

3. is not related by blood to You to a degree of closeness that would prohibit legal marriage; and
4. neither You nor Your Domestic Partner is married to anyone else or has any other Domestic Partner. We may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit.

**Economy Transportation** means the lowest published available transportation rate for a ticket on a Common Carrier.

**Effective Date** means the date and time Your coverage first begins, as indicated in Coverage Provisions: When Coverage Begins.

**Elective Treatment and Procedures** means any Medical Treatment or surgical procedure that is not Medically Necessary, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, to be research or experimental or that is not recognized as a generally accepted medical practice.

**Escort** means a medically trained professional who is approved by Us or Our Assistance Provider and is contracted to accompany and provide medical care to You while they are being transported.

**Family Member** means any of the following:

- Your or Your Traveling Companion's legal spouse (or common-law spouse where recognized), Domestic Partner or civil union partner;
- Your or Your Traveling Companion's legal guardian;
- Your, Your spouse's, Your Domestic Partner's or Your civil union partner's parent (including adoptive, foster, or step), sibling (including adoptive, foster, step), child (including adopted, foster, step), ward, grandparent, grandchild, parent's sibling or sibling's child.

**Home** means the fixed and permanent primary place of residence used for legal and tax purposes.

**Home Country** means a country or territory where Your Home is located.

**Hospital** means:

1. A place which is licensed or recognized as a general Hospital by the proper authority of the state or country in which it is located; or
2. A place operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty, and with a laboratory and X-ray facility; or
3. A place recognized as a general Hospital by the Joint Commission on the Accreditation of Hospitals; or
4. Other than a residence, a place where treatment in a Hyperbaric chamber can be received.

Not included is a Hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**Inclement Weather** means any harsh, stormy, or severe weather condition that adversely affects Your travel by the intended means.

**Initial Deposit** means Your first Payment(s) or Deposit(s) for any element of Your Trip made to Your Travel Supplier or one of the organizations or providers with whom You are booking Your Trip.

**Injury** means bodily harm caused by an Accident that: (1) occurs while Your coverage is in effect under the Policy; and (2) required examination and treatment by a Physician. The Injury must be the direct cause of loss, must be independent of all other causes and must not be caused by, or result from, Sickness.

**Insured** means a person who is booked to travel on a Trip, elects to purchase the Policy, and for whom the premium is paid; also referred to as "You" and "Your".

**Intoxicated** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident, or under the influence of any controlled substance (unless taken exactly as administered or prescribed by a Physician).

**Local Emergency Transportation** means ground ambulance, taxi or ride share.

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

**Medical Evacuation** means Physician-ordered Transportation Expense which is arranged and approved by Our Assistance Provider. An unscheduled return by the same or like mode of transportation as originally scheduled without additional transportation requirements is not a Medical Evacuation.

**Medically Necessary** means a service or supply which is necessary and appropriate for the diagnosis or treatment of the condition based on generally accepted current medical practice as determined by Us. A service or supply will not be considered Medically Necessary if it is provided only as a convenience to You or the provider, and/or is not appropriate for Your diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of the condition.

**Medical Treatment** means examination and treatment by a Physician.

**Natural Disaster** means earthquake, flood, wildfire, hurricane, blizzard, avalanche, tornado, tsunami, volcanic eruption, sandstorm, sinkhole, mudslide or landslide.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Policy. Coverage under this Policy shall be secondary to coverage under all Other Insurance except where prohibited by law.

**Payments or Deposits** means the cash, check or credit card amounts actually paid or used for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**Physician** means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychiatry (Psy.D) and a Doctor of Psychology (Ph.D.). Physician also includes a Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. The Physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license. The Physician cannot be: You, a Traveling Companion or a Family Member; a person living in Your household; a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

**Policy** means this document and any endorsements, riders or amendments that will attach during the period of coverage.

**Pre-existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date for which You:

1. received a test, examination, or Medical Treatment;
2. received a recommendation for a test, examination, or Medical Treatment; or
3. took or received a prescription for drugs or medicine.

Item (3) above 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 sixty (60) day period before Your coverage is effective under this Policy. Change in required prescription means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the

medication, unless the change is:

1. between a brand name and a generic medication with comparable dosage; or
2. an adjustment to insulin or anti-coagulant dosage.

**Pre-paid** means Payments or Deposits paid by You for Travel Arrangements for Your Trip prior to Your actual or Scheduled Departure Date. Payments or Deposits for shore excursions, theater, concert or Event Tickets or fees, or sightseeing, if such arrangements are made during Your Trip and are to be used prior to the Scheduled Return Date of Your Trip, are not considered Pre-paid.

**Quarantine** means Your strict isolation imposed by a government authority or Physician to prevent the spread of disease. An embargo preventing You from entering a country is not a Quarantine.

**Rental Car** means a private passenger vehicle (including minivans and sport utility vehicles) rented from a Rental Car agency and being used solely for transportation on public roads.

**Riot** means three or more people violently disturbing the peace causing immediate danger, damage, or injury to others or to property.

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

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

**Scheduled Return Destination** means Your Home, or a different final destination as shown in the travel documents.

**Sickness** means an illness or disease of the body that: (1) requires the examination and treatment by a Physician, and (2) commences while Your coverage is in effect.

**Sporting Equipment** means:

1. hunting equipment including, but not limited to: guns, bows and arrows;
2. fishing equipment including, but not limited to: rods, reels and tackle;
3. ski gear, including, but not limited to: skis, ski poles, ski bindings, boots and snowboards;
4. golf equipment including, but not limited to: golf clubs and golf balls;
5. diving equipment including, but not limited to: diving equipment which feeds compressed or enriched gas, floating balance, rapid release buckle on the diving appliance, belt and weights, instrument to measure time and to measure depth, warning instrument showing depletion of gas in the tank, and diving computer and diving gear;
6. and any other similar gear or equipment utilized by You for similar activities during the Trip.

This includes such equipment brought by You on Your Trip that You planned to use whether owned, borrowed or rented.

**Strike** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which is unannounced and unpublished at the time Travel Arrangements are purchased, and (b) which interferes with the normal departure and arrival of a Common Carrier. A Strike is considered foreseeable on the earliest of: (a) the date labor union members vote to approve a Strike; or (b) the date a Strike takes place; or (c) when the Strike dates are published by a news media source. A Strike is considered to be ongoing, and therefore foreseeable, until a documented resolution is reached on the issues causing the labor dispute, or the stoppage of work ceases to interfere with the normal departure and arrival of a Common Carrier for at least 60 consecutive days.

**Terrorist Incident** means an incident deemed as a terrorist attack by the United States government or an act of violence, other than Civil Disorder or Riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to a person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government. Not all

acts of violence committed by known terrorist organizations, are considered Terrorist Incidents for the purpose of this definition. In terms of coverage under this Policy, Cyber Terrorism is not a Terrorist Incident as defined.

**Transportation Expense** means the cost of Medically Necessary conveyance and personnel, including Usual and Customary charges for required medical services and supplies.

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services for Your Trip arranged by You or Your Travel Supplier.

**Traveling Companion** means a person who has coordinated Travel Arrangements or vacation plans with You and intends to travel with You during the Trip. Note: a Trip Leader or group leader is not considered Your Traveling Companion unless You are sharing room accommodations.

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

**Trip** means scheduled Trip for which coverage is elected and the premium is paid.

**Trip Cost** means Your share of the cost of a Trip. This dollar amount is based on the following criteria, as applicable:

- If You are not sharing the cost with, or not paying the cost on behalf of, other travelers, the Trip Cost will include the full dollar amount paid by You for Your Trip.
- If You are sharing the cost with other travelers, the Trip Cost will include the portion of the full dollar amount actually paid for the Trip by You (even if this amount differs from the Travel Supplier invoice).
- If Your Trip is paid for by someone else, the Trip Cost will include the dollar amount designated by the Travel Supplier for Your portion of the Trip.
- If You are paying for the costs of the Trip for himself or herself, as well as other travelers, the Trip Cost will include the dollar amount designated by the Travel Supplier for Your portion of the Trip. The cost for other travelers will not be included in Your Trip Cost.

**Trip Leader** means the person who will be present on Your Trip to lead You through Your scheduled agenda, itinerary, tours or activities.

**Unforeseen** means a.) not anticipated or expected, and b.) occurring after You purchase the Policy and after the Effective Date and time of each coverage.

**Uninhabitable** means one or more of the following. (1) the building structure itself is unstable and there is a risk of collapse in whole or in part. (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood. (3) immediate safety hazards have yet to be cleared such as major debris on roofs or downed electrical lines. (4) the property is without electricity, gas, sewer service or water.

**Urgent Care** means outpatient medical care and treatment in a licensed free-standing health care facility, which is not part of a Hospital or Hospital Emergency Room on an urgent basis.

**Usual and Customary** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

**Verified Physical Assault** means Your injury directly resulting from an unprovoked malicious assault by another person, confirmed by documentation or physical evidence.

**Veterinarian** means a licensed practitioner pertaining to the medical and surgical treatment of animals acting within the scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or a Family Member.

## GENERAL EXCLUSIONS AND LIMITATIONS

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

1. a Pre-existing Condition, as defined in the Policy. Death resulting from a Pre-existing Condition will not be excluded. This Pre-existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
2. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane. This exclusion does not apply to Medical Evacuation and Repatriation of Remains;
3. a mental, nervous or psychological disorder (including the treatment of such condition, unless hospitalized for that condition while the Policy is in effect for You);
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. being Intoxicated;
6. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth or voluntarily induced abortion;
7. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
8. participating in maneuvers or training exercises of an armed service or police force of any country;
9. submarine or space travel;
10. the commission of, or attempt to commit, a felony or being engaged in an illegal occupation;
11. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
12. a loss or damage caused by detention, confiscation or destruction by customs officials;
13. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eyeglasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
14. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;
15. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to refund money due to You, or to provide the bargained-for Travel Arrangements;
16. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Policy is not in effect for You;
17. services not shown as covered;
18. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination;
19. traveling against the advice of a Physician and any loss occurring during such a Trip;
20. operation of any motor vehicle outside of the proper license required, laws or regulations in the area in which the motor vehicle is being operated.

## COVERAGE PROVISIONS

### Who is Eligible for Coverage:

A resident of the United States of America who is booked to travel on a Trip.

### When Coverage Begins:

Trip Cancellation: Coverage begins on the following, and shall be known as the Effective Date and time for these coverages: at 12:01am Eastern Standard Time (EST) on the day after the date the premium for this Policy to cover Your Trip is received by the administrator.

Trip Interruption: Coverage begins when You depart on Your first scheduled Travel Arrangement (or, if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Trip destination, on the Scheduled Departure Date) for Your Trip. This is Your Effective Date and time for these coverages.

All other coverages: Coverage begins at 12:01am Eastern Standard Time (EST) on the date when You depart on the first Travel Arrangement, or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination, for Your Trip. This is Your Effective Date and time for all other coverages.

**When Coverage Ends:**

Trip Cancellation: Coverage ends automatically on the earlier of: (1) the date and time You depart on Your Trip; or (2) the date and time You cancel Your Trip.

All other coverages: Your coverage automatically ends on the earlier of:

1. the date the Trip is completed.
  2. the Scheduled Return Date.
  3. Your arrival at Your Scheduled Return Destination on a round-trip, or the destination on a one-way trip.
- Or
4. cancellation of the Trip covered by the Policy.

**Extension of Coverage:**

Emergency Accident and Medical Expense: If You are hospitalized beyond Your Scheduled Return Date, this coverage will be extended to the earlier of:

1. When All Benefits payable have been depleted/exhausted;
2. You are released from the medical facility and have been ordered/approved by a Physician to be transported or return Home (coverage will remain in effect until You reach Your Home); or
3. Thirty (30) days.

Baggage Damage or Loss: If the covered Baggage, passports or visas are in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to You. This continuation of coverage does not include loss caused by or resulting from the delay.

All other coverages under the Policy will be extended if Your entire Trip is covered by the Policy and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will finally end on the earlier of the date You reach Your originally Scheduled Return Destination, or seven (7) days after the Scheduled Return Date.

## **CLAIM PROVISIONS**

**Your Duties in the Event of a Loss:**

Trip Cancellation or Trip Interruption: Immediately, or as soon as reasonably possible, call Your Travel Supplier and the administrator to report Your cancellation, interruption or delayed arrival to avoid non-covered charges due to late claim reporting. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier within seventy-two (72) hours of the need to cancel.

If You are prevented from taking Your Trip as scheduled or must interrupt Your Trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevent(ed) Your participation or continued participation in the Trip. Provide any unused transportation tickets, all invoices and itineraries, official documentation of payments made, proof of cancellation, etc.

Travel Delay: Obtain any specific dated documentation, that provides proof of the reason for delay (airline or cruise line forms, medical statements, etc.). Submit this documentation along with Your Trip itinerary and all receipts for additional paid expenses.

Emergency Accident and Sickness Medical Expenses: Obtain itemized bills from the providers of service stating the amount paid and listing the diagnosis and treatment.

Search and Rescue: You must obtain itemized reports of services and costs from the authorities who seek payment, as well as documentation from the resort at the Trip destination.

Baggage Damage or Loss, Baggage Delay and Sporting Equipment Rental: In the case of lost, stolen, damaged, destroyed or delayed property, You must:

1. Immediately report the incident to the hotel manager; tour Guide, operator or representative; transportation official, local police or other local authorities; ship lines, airlines, railroad, bus, airport or other station authorities; or whomever has custody of Your property at the time of loss. Obtain their written report of Your loss to submit with Your claim.
2. Take reasonable steps to protect Your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse You for these paid expenses in the event of a covered loss. We will not pay for further damage if You fail to protect Your Baggage.
3. Permit Your property to be examined by Us, if it is recovered.
4. If applicable, submit a copy of the disposition from the Common Carrier. If this coverage is excess, submit a copy of the disposition from Your Other Insurance.

**Notice of Claim:** Notice of all claim(s) must be reported to Us within thirty (30) days after a loss occurs, or as soon as reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include enough information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, forms for filing Proof of Loss will be furnished.

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

**Physical Examination and Autopsy:** We, at Our expense, may have You or Your property examined when, and as often as is reasonable and relevant, while the claim is in process. We may have an autopsy done where it is not forbidden by law.

**Payment of Claims:** Benefits due to You in the event of 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 beneficiaries:

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly (if both are living) or the surviving parent (if only one survives You);
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed by You. At Our option, We may choose to pay all benefits, or a portion of benefits, directly to the provider whom supplied services to You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment that is on record with Us. We are not responsible for the validity of any assignment of benefits.

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

**Settlement of Loss:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for loss property will be paid after the lapse of reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to Us.

**Time of Payment of Claims:** All claims shall be paid within thirty (30) days following Our receipt of due Proof of Loss.

**Legal Actions:** No legal action for a claim can be brought against Us until sixty (60) days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than three (3) years after the time required for giving Proof of Loss. This three (3) year time period is extended from the date Proof of Loss is filed or the date the claim is denied (in whole or in part), whichever is later.

**Disagreement over Size of Loss:** If there is a disagreement about the amount of the loss, either You or We can make a written request for an appraisal. A written request must be made by You and served on Us no more than one (1) year after the date of the loss. Following the request, each party will select their own competent appraiser within twenty-one (21) days. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select a third appraiser. Any figure agreed to by two (2) of the three (3) will be binding. The appraiser selected by You will be paid by You. We will pay the appraiser We choose. You will share equally with the Us the cost for the third appraiser and the appraisal process.

**Right to Recover and Subrogate from Others:** We have the right to recover any payments We have made from anyone who may be responsible for the loss, as permitted by law. You and anyone else We insure must sign any papers and do whatever is necessary to transfer this right to Us. You and anyone else We insure will do nothing after the loss to affect our right.

## GENERAL PROVISIONS

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

**Primary Insurance:** Benefits provided under Emergency Accident and Sickness Medical Expense coverage shall be considered primary. This is subject to recovery, as We may pay a claim first and then seek recovery from any responsible third party.

**Excess Insurance:** Insurance provided by this Policy shall be in excess of all Other Insurance (except for Emergency Accident and Sickness Medical Expense). If, at the time of the occurrence of any other loss, there is Other Insurance in place, We shall be liable only for the excess of any amount paid or payable under Other Insurance. Recover of losses from other parties does not result in a refund of premium paid.

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

**Governing Jurisdiction:** The insurance regulatory agency and courts of the jurisdiction in which You reside shall have jurisdiction over the individual insurance coverage.

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be void if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

**Assignment:** This Policy and all coverages provided are not assignable, whether by operation of law or otherwise, but benefits may be assigned.

**Duplication of Coverage:** You may be covered under only one travel insurance Policy or Certificate with Us for each Trip. If You are covered under more than one such Policy or Certificate, the Policy or Certificate with the higher cover limit will remain in force. Premium paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Changes to the Entire Contract:** The Policy, Confirmation of Coverage, Schedule of Benefits, any attachments, addendums, amendments represent the entire contract of coverage. No agent may change it in any way. Only an

officer of Our company can approve a change. Any such change must be shown in this Policy or its attachments.

**Economic or Trade Sanctions:** Any payment(s) 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 United States Treasury Department's Office of Foreign Assets Control (OFAC). Therefore, any expenses incurred or claims made that is in violation of such sanctions, laws and regulations will not be covered under this Policy. For more information, You may consult the OFAC internet website at [www.treas.gov/offices/enforcement/ofac/](http://www.treas.gov/offices/enforcement/ofac/).

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

## STATE SPECIFIC ENDORSEMENTS

### INDIVIDUAL POLICY FILING

#### ARKANSAS ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the CLAIM PROVISIONS, the Claim Forms provision is deleted in its entirety and replaced with the following:

**Claim Forms:** When notice of claim is received by Us or Our designated representative, forms for filing Proof of Loss will be furnished within fifteen (15) days. If these forms are not sent within fifteen (15) days after a loss is reported to Us or Our designated representative, We may not thereafter require a Proof of Loss.

Under the CLAIM PROVISIONS, the Legal Actions provision is deleted in its entirety and replaced with the following:

**Legal Actions:** No legal action for a claim can be brought against Us until sixty (60) days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than five (5) years after the time required for giving Proof of Loss. This five (5) year time period is extended from the date Proof of Loss is filed or the date the claim is denied (in whole or in part), whichever is later.

Under the CLAIM PROVISIONS, the Disagreement over Size of Loss provision deleted in its entirety and replaced with the following:

**Disagreement over Size of Loss:** If there is a disagreement about the amount of the loss, either You or We can make a written request for an appraisal. A written request must be made by You and served on Us no more than one (1) year after the date of the loss. Following the request, each party will select their own competent appraiser within twenty-one (21) days. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select a third appraiser. Any figure agreed to by two (2) of the three (3) will be voluntary and non-binding. The appraiser selected by You will be paid by You. We will pay the appraiser We choose. You will share equally with the Us the cost for the third appraiser and the appraisal process.

Under the CLAIM PROVISIONS, the Right to Recover and Subrogate from Others provision is deleted in its entirety and replaced with the following:

**Right to Recover and Subrogate from Others:** We have the right to recover any payments We have made from anyone who may be responsible for the loss, as permitted by law. You and anyone else We insure must sign any papers and do whatever is necessary to transfer this right to Us. You and anyone else We insure will do nothing after the loss to affect our right. We are only entitled to recovery after You have been fully compensated for the loss sustained.

TRVL-INDGRP-005-1223-AR

#### CONNECTICUT ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the GENERAL PROVISIONS, the Excess Insurance provision is deleted in its entirety and replaced with the following:

**Excess Insurance:** Insurance provided by this Policy shall be in excess of all Other Insurance (except for Emergency Accident and Sickness Medical Expense). If, at the time of the occurrence of any other loss, there is Other Insurance in place, We shall be liable only for the excess of any amount paid or payable under Other Insurance. Recover of losses from other parties does not result in a refund of premium paid. This provision does not apply to Emergency Accident and Sickness Medical Expense.

Under the GENERAL EXCLUSIONS AND LIMITATIONS, the exclusion referring to illegal occupation is deleted in its entirety and replaced with the following:

(12.) the commission of, or attempt to commit, a felony or being engaged in a felonious occupation;

Under the GENERAL EXCLUSIONS AND LIMITATIONS, the exclusion referring to hazardous materials is deleted in its entirety and

replaced with the following:

(20.) directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination.

TRVL-INDGRP-005-1223-CT

## DISTRICT OF COLUMBIA ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the DEFINITIONS, the definition of Domestic Partner is deleted in its entirety and replaced with the following:

**Domestic Partner** means an unmarried same or opposite sex adult who resides with the covered person and has registered in a state or local domestic partner registry with You, and:

- resides with You;
- shares financial assets and obligations with You;
- is not related by blood to You to a degree of closeness that would prohibit legal marriage; and
- neither You nor Your Domestic Partner is married to anyone else or has any other Domestic Partner. We may require proof of the Domestic Partner relationship in the form of a signed and completed affidavit.

Under the DEFINITIONS, the definition of Medically Necessary is deleted in its entirety and replaced with the following:

**Medically Necessary** means a service or supply which is necessary and appropriate for the diagnosis or treatment of the condition based on generally accepted current medical practice as determined by Us. A service or supply will not be considered Medically Necessary if is provided only as a convenience to You or the provider, and/or is not appropriate for Your diagnosis or symptoms, and/or exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment of the condition. The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Individual Policy.

Under the DEFINITIONS, the definition of Riot is deleted in its entirety and replaced with the following:

**Riot** means a public disturbance involving an assemblage of five (5) or more persons which by tumultuous and violent conduct or the threat thereof creates grave danger of damage or injury to property or persons. An exclusion or limitation for Riot shall apply only when a person willfully engages in a Riot or willfully incites or urges other persons to engage in a Riot.

Under the DEFINITIONS, the definition of Terrorist Incident is deleted in its entirety and replaced with the following:

**Terrorist Incident** means a violent or dangerous act of terrorism certified by the United States Government, other than civil disorder or Riot, committed by an individual or individuals as part of an effort to overthrow or influence the control of any government which resulted in damage to human life, property, or infrastructure.

TRVL-INDGRP-005-1223-DC

## FLORIDA ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

The following is added to the Policy Form cover page, under "INDIVIDUAL TRAVEL PROTECTION POLICY":

### "NON-RENEWABLE"

Under the GENERAL EXCLUSIONS AND LIMITATIONS, the exclusion regarding hazardous biological, chemical, nuclear, or radioactive weapon is deleted in its entirety and replaced with the following:

20. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or

contamination (this does not apply to a Terrorist Incident);

Under the CLAIM PROVISIONS, the Time of Payment of Claims provision is deleted in its entirety and replaced with the following:

**Time of Payment of Claims:** All claims shall be paid within twenty (20) days following Our receipt of due Proof of Loss. If We and You have agreed in writing to the settlement of a claim, We will tender payment according to the terms of the agreement no later than twenty (20) days after such settlement is reached. The tender of payment may be conditioned upon execution by such person of a release mutually agreeable to Us and You, but if the payment is not tendered within twenty (20) days, or such other date as the agreement may provide, it shall bear interest at a rate of twelve (12) percent per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to Us.

Under the CLAIM PROVISIONS, the Legal Actions provision is deleted in its entirety and replaced with the following:

**Legal Actions:** No legal action for a claim can be brought against Us until sixty (60) days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than five (5) years after the time required for giving Proof of Loss. This five (5) year time period is extended from the date Proof of Loss is filed or the date the claim is denied (in whole or in part), whichever is later.

Under the CLAIM PROVISIONS, the Payment of Judgment provision is added:

**Payment of Judgment:** Every judgment or decree for the recovery of money entered in any Florida court against Us shall be fully satisfied within sixty (60) days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within sixty (60) days from and after the affirmance of the same by the appellate court.

Under the GENERAL PROVISIONS, the Concealment and Misrepresentation / Misstatement of Age provision is deleted in its entirety and replaced with the following:

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be void if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is necessary. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

TRVL-INDGRP-005-1223-FL

## INDIANA ENDORSEMENT

This Endorsement is attached to, and made part of, the [Policy][Certificate] as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the DEFINITIONS, the definition of Pre-existing Condition is deleted in its entirety and replaced with the following:

**Pre-existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Policy Effective Date of Your coverage for which You:

1. exhibited symptoms that would have caused an ordinarily prudent person to seek medical advice, diagnosis, care, or treatment; or
2. received or received a recommendation for medical advice, diagnosis, care, or treatment.

Under the GENERAL EXCLUSIONS AND LIMITATIONS, the exclusion referring to Normal Pregnancy is deleted in its entirety.

Under the GENERAL PROVISIONS, the TIME LIMIT ON CERTAIN DEFENSES provision is added:

**TIME LIMIT ON CERTAIN DEFENSES:** After 2 years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2-year period.

Under the GENERAL PROVISIONS, the NOTICE TO POLICYHOLDERS provision is added:

**NOTICE TO POLICYHOLDERS:** If You have a complaint or claims settlement issue that You do not feel We are properly handling or not handling in a timely manner, You may contact the Indiana Department of Insurance with Your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call:

Public Information/Market Conduct  
Indiana Department of Insurance  
311 West Washington Street, Suite 300  
Indianapolis, IN 46204-2787  
Consumer Hotline: 1-800-622-4461  
In the Indianapolis Area: 1-317-232-2395

TRVL-INDGRP-005-1223-IN

## MAINE ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Any and all references to the defined term "Usual and Customary" within the Policy and any endorsements or amendments attached thereto are hereby deleted and shall have no effect.

Under the DEFINITIONS, the following definitions are deleted in their entirety and replaced with the following:

**Accident** means accidental bodily injury that is the direct cause of the condition for which benefits are provided and that occurs while Coverage is in force under this Policy.

**Actual Cash Value** means the replacement cost of an insured item of property at the time of loss, less the value of Physical Depreciation as to the item damaged.

**Hospital** means a facility that:

- a) holds a valid license pursuant to law;
- b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- c) has a staff of one or more Physicians available at all times;
- d) provides twenty-four (24) hour nursing service and has at least one registered professional nurse on duty or call;
- e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- f) is not, except incidentally, a clinic, nursing home, rest home, drug or physical rehabilitation facility or convalescent home for the aged, or similar institution.

**Physician** means a licensed Physician of medical, surgical or dental services, acting within the scope of his/her license. The treating Physician may not be You, Your Traveling Companion or a Family Member, or a person living in Your household.

**Sickness** means an illness or disease of an Insured.

Under the DEFINITIONS, the following definition is added:

**Physical Depreciation** means a value as determined according to the standard business practices.

Under GENERAL PROVISIONS, the Post Judgement Interest provision is added:

**Post Judgement Interest:** Any post judgment interest for a claim brought against us will be paid outside the policy limits and in accordance with Maine law.

Under GENERAL PROVISIONS, the Concealment and Misrepresentation / Misstatement of Age provision is deleted in its entirety and replaced with the following:

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be cancelled if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or

misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

Under GENERAL PROVISIONS, the Policy Cancellation provision is added:

**Policy Cancellation:** We may cancel the Policy for the following reasons:

- a) Nonpayment of premium;
- b) Fraud or material misrepresentation made by or with the knowledge of the named Insured in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
- c) Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to, an increase in exposure due to rules, legislation or court decision;
- d) Failure to comply with reasonable loss control recommendations;
- e) Substantial breach of contractual duties, conditions or warranties; or
- f) Determination by the superintendent that the continuation of a class or block of business to which the Policy belongs will jeopardize a company's solvency or will place the insurer in violation of the insurance laws of this state or any other state.

**Per Maine Title 24-A Chapter 39 §2908 We are required to identify the reasons in which a Policy may be cancelled. However, it is agreed and understood that We will only cancel for a) and b) above.**

A cancellation notice will be mailed to You at least fourteen (14) days prior to the effective date of cancellation. The notice will state the cancellation effective date and the reason for cancellation. A post office certificate of mailing to You at Your last mailing address known to Us will be considered proof of receipt of notice on the third calendar date after mailing.

TRVL-INDGRP-005-1223-ME

#### **NEBRASKA ENDORSEMENT**

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the GENERAL PROVISIONS, the Concealment and Misrepresentation / Misstatement of Age provision is deleted in its entirety and replaced with the following:

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be void if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented by You, and such concealment or misrepresentation deceived Us to Our injury. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

TRVL-INDGRP-005-1223-NE

#### **NEVADA ENDORSEMENT**

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

The refundable period on the cover page is deleted in its entirety and replaced with the following:

All premium is refundable only during the ten (10) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure. If You wish to terminate Your Annual coverage early, Your premium will be refunded on a pro rata basis.

TRVL-INDGRP-005-1223-NV

## OHIO ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

On the first page of the Policy, the paragraph regarding when premium is refundable is deleted in its entirety and replaced with the following:

All premium is refundable only during the 10 days after receipt if delivered by electronic means, or within 15 days after receipt if delivered by United States Postal Service mail provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

TRVL-INDGRP-005-1223-OH

## OKLAHOMA ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the COVERAGE PROVISIONS, the When Coverage Begins provision is deleted in its entirety and replaced with the following:

### **When Coverage Begins:**

Trip Cancellation: Coverage begins on the following, and shall be known as the Effective Date and time for these coverages:

at 12:01am Standard Time on the day after the date the premium for this Policy to cover Your Trip is received by administrator.

Trip Interruption: Coverage begins when You depart on Your first scheduled Travel Arrangement (or, if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Trip destination, on the Scheduled Departure Date) for Your Trip. This is Your Effective Date and time for these coverages.

Travel Delay: Coverage begins after You have traveled one hundred (100) miles or more from Your Home en route to join Your Trip. This is Your Effective Date and time for this coverage.

All other coverages: Coverage begins at 12:01am Standard Time on the date when You depart on the first Travel Arrangement, or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination, for Your Trip. This is Your Effective Date and time for all other coverages.

Under the GENERAL PROVISIONS, the Concealment and Misrepresentation / Misstatement of Age provision is deleted in its entirety and replaced with the following:

**Concealment and Misrepresentation / Misstatement of Age:** The entire coverage will be rescinded if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age. We may require satisfactory proof of age before processing any claim.

TRVL-INDGRP-005-1223-OK

## SOUTH CAROLINA ENDORSEMENT

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under DEFINITIONS, the definition of Individual Coverage Term is deleted in its entirety.

Under DEFINITIONS, the definition of Policy Effective Date is deleted in its entirety.

Under DEFINITIONS, the definition of Scheduled Departure Date is deleted in its entirety and replaced with the following:

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

Under DEFINITIONS, the definition of Scheduled Return Date is deleted in its entirety and replaced with the following:

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

TRVL-INDGRP-005-1223-SC

## **SOUTH DAKOTA ENDORSEMENT**

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the CLAIM PROVISIONS, the Legal Actions provision is deleted in its entirety.

Under the CLAIM PROVISIONS, the Disagreement over Size of Loss provision is deleted in its entirety and replaced with the following:

**Disagreement over Size of Loss:** If there is a disagreement about the amount of the loss, upon mutual agreement, either You or We can make a written request for an appraisal. A written request must be made by You and served on Us no more than one (1) year after the date of the loss. Following the request, each party will select their own competent appraiser within twenty-one (21) days. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select a third appraiser. Any figure agreed to by two (2) of the three (3) will be non-binding. The appraiser selected by You will be paid by You. We will pay the appraiser We choose. You will share equally with the Us the cost for the third appraiser and the appraisal process.

Under the GENERAL PROVISIONS, the Concealment and Misrepresentation / Misstatement of Age provision is deleted in its entirety and replaced with the following:

**Concealment and Misrepresentation:** The entire coverage will be void if, before, during or after the loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. You must fully cooperate in the event We determine that an investigation of any claim is warranted. If Policy benefits are based on age, and if You have made premium payment based on a misstated age, there will be a fair adjustment of the premium or the eligible benefit based on his or her true age.

TRVL-INDGRP-005-1223-SD

## **TENNESSEE ENDORSEMENT**

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

The following language is added to the Cover Page:

**THIS IS A LIMITED POLICY – READ IT CAREFULLY**

Under the DEFINITIONS, the definition of Complications of Pregnancy is deleted in its entirety and replaced with the following:

**Complications of Pregnancy** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by cardiac decompensation pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, preeclampsia, , missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Under the DEFINITIONS, the definition of Physician is deleted in its entirety and replaced with the following:

**Physician** means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychiatry

(Psy.D) and a Doctor of Psychology (Ph.D.), and chiropractor. Physician also includes a Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor. The Physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license. The Physician cannot be: You, a Traveling Companion or a Family Member; a person living in Your household; a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Under the CLAIM PROVISIONS, the Payment of Claims provision is deleted in its entirety and replaced with the following:

**Payment of Claims:** Benefits due to You in the event of 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 beneficiaries:

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly (if both are living) or the surviving parent (if only one survives You);
4. Your brothers and sisters jointly; or
5. Your estate.

All other benefits will be paid directly to You, unless otherwise directed by You. At Our option, We may choose to pay all benefits, or a portion of benefits, directly to the provider whom supplied services to You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment that is on record with Us. We are not responsible for the validity of any assignment of benefits.

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

TRVL-IND-005-1223-TN

#### **VIRGINIA ENDORSEMENT**

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the GENERAL PROVISIONS, the Your Insolvency or Bankruptcy provision is added:

**Your Insolvency or Bankruptcy:** Any insolvency or bankruptcy of You or Your estate shall not relieve Us of any of Our obligations under the Policy.

TRVL-INDGRP-005-1223-VA

#### **WEST VIRGINIA ENDORSEMENT**

This Endorsement is attached to, and made part of, the Policy as of the Effective date. It applies only with respect to the Trip(s) that occur on or after that date. It is subject to all the terms, provisions, exclusions and limitations of the Policy, except as this Endorsement specifically modifies them.

Under the CLAIM PROVISIONS, the Time of Payment of Claims provision is deleted in its entirety and replaced with the following:

**Time of Payment of Claims:** All claims shall be paid within fifteen (15) days following Our receipt of due Proof of Loss.

TRVL-INDGRP-005-1223-WV



PRESIDENT



SECRETARY

## **ARKANSAS CONSUMER INFORMATION NOTICE**

You may contact AXIS Insurance Company at:

AXIS Insurance Company  
Suite 200  
10000 Avalon Boulevard  
Alpharetta, Georgia 30009

1.888.870.2947

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID).

A complaint can be filed online at the AID website <https://insurance.arkansas.gov>.

You may also contact the AID to request a complaint form be mailed to you by calling the AID at (800) 852-5494 or (501) 371-2640 or request in writing for a complaint form be mailed to you. Mail your request to:

**Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, AR 72202**

**IMPORTANT NOTICE TO ALL OHIO POLICYHOLDERS**

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**IMPORTANT NOTICE**

**PROBLEMS WITH YOUR INSURANCE?**--If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

To obtain information or make a complaint:

You may call AXIS Insurance Company's telephone number for information or to make a complaint at:

**1-888-870-2947**

You may also write to AXIS Insurance Company at:

**AXIS Insurance Company  
10000 Avalon Blvd., Suite 500  
Alpharetta, GA 30009**

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

**1-800-686-1526**

You may write the **Ohio Department of Insurance**:

For consumers:

Ohio Department of Insurance  
Consumer Services Division  
50 West Town Street, Third Floor/Suite 300  
Columbus, Ohio 43215-1067

For providers:

Ohio Department of Insurance  
Market Conduct Division  
Provider Complaint Unit  
50 West Town Street, Third Floor/Suite 300  
Columbus, Ohio 43215-1067

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the **AXIS INSURANCE COMPANY** first. If the dispute is not resolved, you may contact the **OHIO DEPARTMENT OF INSURANCE**.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

**WISCONSIN RESIDENTS  
KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE?**

You can file a complaint with the insurer at the following:

Co-ordinated Benefit Plans on behalf of AXIS Insurance Company

P.O. Box 26222, Tampa, FL 33623

Toll Free: 877-390-4293

Direct Line: 727-483-7744

[AXISTravClaims@cbpinsure.com](mailto:AXISTravClaims@cbpinsure.com)

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, to file a complaint:

State of Wisconsin - Office of the Commissioner of Insurance

Complaints Department

P.O. Box 7873

Madison, WI 53707-7873

Web Site: [oci.wi.gov](http://oci.wi.gov)

Toll-free: 1-800-236-8517

Phone: (608) 266-0103

E-mail: [complaints@oci.state.wi.us](mailto:complaints@oci.state.wi.us)

AXIS Insurance Company  
233 South Wacker Drive, Suite 4930  
Chicago, IL 60606

## GENERAL DISCLOSURES

This policy provides coverage only related to Your Trip. You may have coverage from other sources that provides you with similar benefits subject to different restrictions. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker. Your travel retailer may not be licensed to sell insurance in all states, and therefore cannot answer technical questions about the benefits, exclusions, and conditions of this insurance and cannot evaluate the adequacy of your existing insurance. This policy may not provide coverage for or may limit coverage related to pre-existing conditions. The purchase of travel insurance is not required in order to purchase any other product or service. In addition to your policy, the product you are purchasing may contain other non-insurance services and/or cancellation fee waivers offered by companies other than AXIS.

- **Maryland Residents:** The offered insurance coverage may duplicate certain provisions of insurance coverage already provided by the purchaser's homeowner's insurance, renter's insurance, health insurance, or similar insurance coverage. The Commissioner may be contacted to file a complaint at: Maryland Insurance Administration, ATTN: Consumer Complaint Investigation (Property/Casualty), 200 St. Paul Place, Suite 2700, Baltimore, MD 21202.
- **Delaware Residents:** The offered insurance coverage may duplicate certain provisions of insurance coverage already provided by the purchaser's homeowner's insurance, renter's insurance, health insurance, or similar insurance coverage. The purchase of travel insurance would make the travel insurance coverage primary to any other duplicate or similar coverage.

***OFAC NOTICE***

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and 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").

## **Travel Assistance Program Description – Provided by On Call International**

### **Emergency Transportation Services**

Emergency Medical Evacuation/Medically-Necessary Repatriation • Repatriation of Mortal Remains • Transportation after Stabilization • Visit by Family Member/Friend • Return of Dependent Children

### **Travel Support Services**

Medical Monitoring • Hotel Arrangements for Convalescence • Medical and Dental Search and Referral • Advance of Emergency Medical Expenses • Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses • Transfer of Insurance Information and Medical Records • Assistance with Emergency Travel Arrangements • Interpretation/Translation • Locating Lost or Stolen Items • Emergency Cash Advance

### **FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY**

CALL TOLL FREE:

877-318-6891 (within the United States and Canada)

OR CALL COLLECT:

603-328-6307 (From all other locations)

### **Travel Assistance Services Details**

#### ***Travel Support Services***

- Interpretation/Translation: Upon request, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Locating Lost or Stolen Items: On Call will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- Medical Monitoring: During the course of a medical emergency resulting from an accident or sickness, On Call will monitor your case to determine whether the care is adequate from a Western Medical perspective.
- Medical and Dental Search and Referral: On Call will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- Advance of Emergency Medical Expenses: On Call will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses: On Call will arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. On Call will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.
- Transfer of Insurance Information and Medical Records: Upon your request, On Call will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- Assistance with Vaccine and Blood Transfers: If based upon your physician's prescription, needed vaccines or blood products are not available locally, On Call will coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

#### ***Non-Insurance Personal Assistance Services***

These are Non-Insurance Services provided by On Call International:

- Pre-Trip Information: Upon request, On Call will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- Interpretation/Translation: If during your Trip you need an interpretation, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Legal Referral/Bail: Upon request, On Call will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, On Call will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.
- Emergency Cash Advance: On Call will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

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## **FOR FILING A CLAIM**

Contact the Plan Administrator online at: <https://cbpconnect.com>

Toll Free: 877-390-4293

Direct Line: 727-483-7744

Mailing Address: Attention: Co-ordinated Benefit Plans

P.O. Box 26222

Tampa, FL 33623

Or E-mail your information to: [AXISTravClaims@cbpinsure.com](mailto:AXISTravClaims@cbpinsure.com)

**IMPORTANT:** To facilitate prompt claims settlement, You will be asked to provide proof of Your loss. Therefore, be sure to obtain the following as applicable: 1.) For medical claims - detailed medical statements from treating physicians where and when the accident or Sickness occurred as well as receipts for medical services and supplies; 2.) For baggage and baggage delay claims - reports from parties responsible (i.e. airline, cruise line, etc.) for loss, theft, damage or delay. Some claims may also require a police report. Please obtain receipts for lost or damaged items; 3.) For trip delay claims - a statement from party causing delay and receipts for expenses; 4.) For cancellation/interruption claims - Your travel invoice, the cancellation or interruption date, original unused tickets/vouchers, the travel organizer's cancellation clause with regard to nonrefundable losses. You will also be asked to provide proof of payment.

## **HEALTH SERVICES HUB**

Wellness is about promoting personal health and fitness through the natural therapies of diet, nutritional supplements, the benefits of exercise, as well as having a healthy attitude to help improve your total quality of life. Your Travel Plan relationship offers a comprehensive resource that aims to help you achieve personal health and wellness goals regardless of age, gender or level of fitness. This program provides You with the tools to make wellness part of your daily life as well as a great way to help you to get ready for your upcoming trip.

Enrolled participants get access to individual home fitness programs, assessment calculators, disease prevention studies, health tips, guidance on nutrition, weight loss and exercise as well as additional links to other health-related sites. The site is quick, simple and easy to navigate.

Please visit <https://www.healthserviceshub.com/account/promo> and use the Promo Code “**CBPCONNECT**” to gain access to the site. Once there, you will register by creating your own username and password. You can then begin using these helpful tools which are included as part of your Travel Protection Plan.