

# Policy

## Travel Insurance Select Elite Option

Marketed by



### SCHEDULE OF BENEFITS

All coverages are per person.

	MAXIMUM LIMIT
Trip Cancellation.....	100% of insured Trip Cost up to a maximum of \$100,000
Trip Interruption.....	150% of insured Trip Cost up to a maximum of \$150,000
Trip Delay (Maximum of \$250 per day).....	\$1,500
Missed Connection.....	\$1,500
Baggage, Personal Effects and Travel Documents.....	\$2,000
Baggage Delay.....	\$200
Medical Expense (primary).....	\$100,000
Dental Expense.....	\$500
Emergency Evacuation and Repatriation of Remains.....	\$1,000,000
Accidental Death & Dismemberment.....	\$50,000

### Extra Coverage

(when coverage is purchased within 21 days of Initial Trip Payment):

- Pre-Existing Medical Condition Exclusion Waiver
- Trip Cancellation/Interruption due to Financial Default
- Cancel for Any Reason up to 75% of insured Trip Cost

### Optional Coverage

Security Evacuation .....\$100,000  
(Can only be purchased within 21 days of Initial Trip Payment)

**The following non-insurance services are provided  
by the Worldwide Travel Assistance Center.**

- Travel Medical Assistance
- Worldwide Travel Assistance
- LiveTravel® Emergency Assistance

**Coverage only available to Washington residents.**

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### PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

The Company will waive the pre-existing medical condition exclusion up to the first \$60,000 of Trip Cost per person if the following conditions are met:

1. This plan is purchased within 21 days of making the Initial Trip Payment;
2. The amount of coverage purchased equals all prepaid nonrefundable payments or deposits applicable to the Trip at the time of purchase, and the cost of any subsequent arrangement(s) added to the same Trip are insured within 21 days of the date of payment or deposit for any subsequent Trip arrangement(s);
3. All Insured's are medically able to travel when plan cost is paid.

### IMPORTANT

This coverage is valid only if the appropriate plan cost has been paid. Please keep this document as Your record of coverage.

### PLEASE READ THIS DOCUMENT CAREFULLY!

This Policy is issued in consideration of your enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by National Union Fire Insurance Company of Pittsburgh, Pa, 175 Water Street, New York, NY 10038 (herein referred to as the Company).

This Policy is a legal contract between the Insured and the Company. It is important that You read your Policy carefully. Please refer to the Schedule of Benefits (or) Declarations Page. It provides You with specific information about the program You purchased.

Signed for National Union Fire Insurance Company of Pittsburgh, Pa.

President

Secretary

### DEFINITIONS

(Capitalized terms within this Policy are defined herein)

**"Actual Cash Value"** means purchase price less depreciation.

**"Baggage"** means luggage, travel documents, and personal possessions, whether owned, borrowed, or rented, taken by the Insured on the Trip.

**"Business Partner"** means a person who: (1) is involved with the Insured or the Insured's Traveling Companion in a legal partnership; and (2) is actively involved in the daily management of the business.

**"Children" / "Child"** means, with respect to Medical Expense and Emergency Evacuation benefits, unmarried children of the Insured, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in the Insured's home, under age 25 and primarily dependent on the Insured for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

**"City"** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.

**"Common Carrier"** means an air, land, sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier.

**"Company"** means National Union Fire Insurance Company of Pittsburgh, PA.

**"Complications of Pregnancy"** means conditions 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 do 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.

**"Deductible"** means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the Deductible is shown in the Schedule of Benefits or Declarations Page for each coverage to which a Deductible applies.

**"Departure Date"** means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

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**"Destination"** means any place where the Insured expects to travel to on his/her Trip as shown on the travel documents.

**"Domestic Partner"** means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

- (1) resides with the Insured; and
- (2) shares financial assets and obligations with the Insured.

The Company may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

**"Experimental or Investigative"** means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used. This includes any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

**"Family Member"** means the Insured's, or Traveling Companion's spouse, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparents, grandchild, step-child, step-brother, step-sister, step-parents, parents-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward, spouse, or Domestic Partner of any of the above.

**"Felony Assault"** means an act of violence against the Insured or a Traveling Companion requiring medical treatment in a Hospital.

**"Financial Default"** means the total cessation or partial suspension of operations due to insolvency, with or without the filing of a bankruptcy petition by a tour operator, cruise line, or airline.

**"Hospital"** means a facility that:

- (a) is operated according to law for the care and treatment of sick or Injured people;
- (b) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- (c) has 24 hour nursing service by registered nurses (R.N.'s); and
- (d) is supervised by one or more Physicians available at all times.

A Hospital does not include:

- (a) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- (b) a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
- (c) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces.

**"Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or

prevents the Insured from reaching his/her Destination when traveling by an Owned or Rented Vehicle.

**"Initial Trip Payment"** means the first payment made to the Insured's Travel Supplier toward the cost of the Insured's Trip.

**"Injury/Injured"** means a bodily injury caused by an accident occurring while the Insured's coverage under this Policy is in force, and resulting directly and independently of all other causes of Loss covered by this Policy. The injury must be verified by a Physician.

**"Insured, You or Your"** means a person: (a) for whom any required Enrollment Form has been completed; and (b) for whom any required plan cost has been paid.

**"Loss"** means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Company has undertaken to compensate the Insured.

**"Medically Necessary"** means that a treatment, service, or supply:

- (a) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (b) meets generally accepted standards of medical practice;
- (c) is ordered by a Physician and performed under his or her care, supervision, or order; and
- (d) is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

**"Mental, Nervous or Psychological Disorder"** means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation.

**"Natural Disaster"** means a flood, hurricane, tornado, earthquake, or blizzard that is due to natural causes.

**"Necessary Personal Effects"** means items such as clothing and toiletry items, which were included in the Insured's Baggage and are required for the Insured's Trip.

**"Owned or Rented Vehicle"** means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country that is rented or owned by the Insured. Owned or Rented Vehicle includes, but is not limited to, a sedan, station wagon, jeep-type vehicle, pickup truck, van, camper or motor home type. Owned or Rented Vehicle does not include a mobile home or any motor vehicle which is used in mass or public transit.

**"Physician"** means a licensed practitioner of the healing arts including accredited Christian Science Practitioners, medical, surgical, or dental, services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, a Family Member, or a Business Partner.

**"Primary Residence"** means a person's fixed, permanent and principal home for legal and tax purposes.

**"Reasonable and Customary Charges"** means an expense which:

- (1) is charged for treatment, supplies, or medical services Medically Necessary to treat the Insured's condition;

- (2) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and

- (3) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary Charges exceed the actual amount charged.

**"Return Date"** means the date on which the Insured is scheduled to return to the point where the Trip started or to a different specified Return Destination. This date is specified in the travel documents.

**"Return Destination"** means the place to which the Insured expects to return from his/her Trip, as shown in Enrollment Form.

**"Sickness"** means an illness or disease diagnosed or treated by a Physician after the Insured's effective date of coverage under this Policy.

**"Strike"** means a stoppage of work:

- (a) announced, organized, and sanctioned by a labor union; and (b) which interferes with the normal departure and arrival of a Common Carrier. This includes work slowdowns and sickouts. The Insured's Trip cancellation coverage must be effective prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.

**"Terrorist Incident"** means an act of violence, that is deemed terrorism by the United States Government 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 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.

**"Transportation"** means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

**"Travel Supplier"** means the tour operator, Hotel, rental company cruise line, and/or airline that provides pre-paid travel arrangements for the Insured's Trip.

**"Traveling Companion"** means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A group or tour leader is not considered a Traveling Companion, unless the Insured is sharing room accommodations with the group or tour leader.

**"Trip"** means: a) a period of round-Trip travel away from home to a Destination outside the Insured's City of residence; b) the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; c) the Trip has defined Departure and Return dates specified when the Insured applies; d) the Trip does not exceed 365 days; and e) travel is primarily by Common Carrier and only incidentally by private conveyance.

**"Trip Cost"** means the dollar amount of Trip payments or deposits reflected on any required enrollment form which are subject to cancellation penalties or restrictions paid by the Insured prior to the Insured's Trip Departure Date. Trip Cost will also include the cost of

any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after enrollment for coverage under this Policy provided the Insured amends his or her Enrollment Form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured's Departure Date.

**"Unforeseen"** means not anticipated or expected and occurring after the effective date of this Policy.

**"Uninhabitable"** means: (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 debris on roofs or downed electrical lines; or (4) the rental property is without electricity or water.

### EFFECTIVE DATE AND TERMINATION DATES

**Effective Date:** After any required Enrollment Form is completed and signed, Trip Cancellation and Cancel for Any Reason coverages will be effective for an Insured at 12:01 a.m. Standard Time on the date following receipt by the Company or the Company's authorized representative of any required plan cost.

All other coverages will begin on the later of:

(a) 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents; or

(b) the date and time the Insured starts his/her Trip, provided any required plan cost has been paid.

**Termination Date:** All coverage other than Trip Cancellation and Cancel for Any Reason ends on the earlier of:

(a) the date the Trip is completed;

(b) the scheduled Return Date; or

(c) the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip.

The Trip Cancellation and Cancel for Any Reason coverages end on the earliest of: (a) the cancellation of the Insured's Trip; (b) 11:59 p.m. on the day before the scheduled Departure Date; or (c) the date and time the Insured starts on his/her Trip.

### Extension of Coverage:

All coverage (except Trip Cancellation and Cancel For Any Reason) will be extended, if:

(a) the Insured's entire Trip is covered by the Policy; and

(b) the Insured's return is delayed by one of the Unforeseen events specified under Trip Cancellation and Interruption or Trip Delay.

This extension of coverage will end on the earlier of:

(a) the date the Insured reaches his/her Return Destination; or

(b) 7 days after the date the Trip was scheduled to be completed.

**Baggage Continuation of Coverage:** If an Insured's Baggage, passports, and visas are in the charge of a charter or Common Carrier and delivery is delayed, coverage for Baggage, Personal Effects and Travel Documents will be extended from the earliest of: 1) the time until the Common Carrier delivers the property to the Insured; 2) when the property is documented as lost, stolen or

damaged; or 3) 7 days after the date the Trip was scheduled to be completed. This Extension does not include Loss caused by the delay.

### GENERAL EXCLUSIONS

This Policy does not cover any loss caused by or resulting from:

(a) intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured, Family Member, Traveling Companion or Business Partner while sane or insane;

(b) pregnancy, childbirth, or elective abortion, other than Complications of Pregnancy;

(c) participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;

(d) mountaineering where ropes or guides are normally used. The ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment;

(e) war or act of war, whether declared or not, participation in a civil disorder, riot, or insurrection;

(f) operating or learning to operate any aircraft, as student, pilot, or crew;

(g) air travel on any air-supported device, other than a regularly scheduled airline or air charter company;

(h) loss or damage caused by detention, confiscation, or destruction by customs;

(i) any felonies committed by the Insured;

(j) Mental, Nervous or Psychological Disorder or rest cures;

(k) if the Insured's tickets do not contain specific travel dates (open tickets);

(l) use of drugs, narcotics, or alcohol, unless administered upon the advice of a Physician; (not applicable to health benefits);

(m) any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;

(n) Experimental or Investigative treatment or procedures;

(o) any loss that occurs at a time when this coverage is not in effect;

(p) traveling for the purpose of securing medical treatment;

(q) care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection, or disease; and

(r) **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, a Traveling Companion, Business Partner or Family Member which, within the 60 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened or became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or

treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

### **The following exclusions apply to Baggage, Personal Effects and Travel Documents and Baggage Delay:**

Benefits will not be provided for any loss or damage to or resulting (in whole or in part) from:

(a) animals, rodents, insects or vermin;

(b) bicycles (except when checked with a Common Carrier);

(c) motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;

(d) artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;

(e) tickets, keys, notes, securities, accounts, bills, currency, deeds, food stamps or other evidences of debt;

(f) money, stamps, stocks and bonds, postal or money orders;

(g) property shipped as freight, or shipped prior to the Departure Date;

(h) contraband, illegal transportation or trade;

(i) items seized by any government, government official or customs official;

(j) defective materials or craftsmanship;

(k) inherent vice or damage;

(l) seizure or destruction under quarantine or custom regulation;

(m) transporting contraband or illegal trade;

(n) mysterious disappearance;

(o) normal wear and tear;

(p) deterioration.

### **The following exclusions apply to Trip Cancellation and Trip Interruption:**

Unless otherwise provided by this Policy, benefits will not be provided for any loss resulting (in whole or in part) from:

(a) travel arrangements canceled by an airline, cruise line, or tour operator, except as provided elsewhere in this Policy;

(b) changes by the Insured, a Family Member, or Traveling Companion, for any reason, unless Cancel for Any Reason was purchased;

(c) financial circumstances of the Insured, a Family Member, or a Traveling Companion;

(d) any business or contractual obligations of the Insured, a Family Member, or Traveling Companion, for any reason;

(e) any government regulation or prohibition;

(f) an event which occurs prior to the Insured's coverage Effective Date;

- (g) failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements.

**The following exclusions apply to the Medical Expense Benefit:**

Benefits will not be provided for any loss resulting (in whole or in part) from:

- (a) routine physical examinations;
- (b) mental health care;
- (c) replacement of hearing aids, eye glasses, contact lenses;
- (d) routine dental care;
- (e) any service provided by the Insured, a Family Member, or Traveling Companion or Traveling Companion of Family Member;
- (f) alcoholism and drug addiction.

**The following exclusion applies to Accidental Death and Dismemberment:**

- (a) the Company will not pay for loss caused by or resulting from Sickness or disease of any kind.

### TRIP CANCELLATION AND INTERRUPTION

The Company will pay a benefit, up to the Maximum Limit shown on the Schedule of Benefits or Declarations Page, if an Insured cancels his/her Trip or is unable to continue on his/her Trip due to the following Unforeseen events:

- (a) Sickness, Injury or death of an Insured, Family Member, Traveling Companion, or Business Partner;
  - 1) Injury or Sickness of an Insured, Traveling Companion or Family Member traveling with the Insured that must be so disabling as to reasonably cause a Trip to be canceled or interrupted. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date.
  - 2) The Insured must cancel or interrupt his/her Trip due to Injury or Sickness of a Family Member not traveling with the Insured.
  - 3) Injury or Sickness of the Business Partner must be so disabling as to reasonably cause the Insured to cancel, delay, or interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician.
- (b) Financial Default of an airline, cruise line, or tour operator provided the Financial Default occurs more than 14 days following an Insured's effective date for the Trip Cancellation or Trip Interruption Benefits. There is no coverage for the Financial Default of any person, organization, agency, or firm from whom the Insured purchased travel arrangements supplied by others. This coverage applies only if insurance was purchased within 15 days of Initial Trip Payment.
- (c) Inclement Weather at the departure site causing delay or cancellation of travel and prevents the Insured from reaching his/her Destination;
- (d) Strike resulting in complete cessation of travel services at the point of departure or Destination;
- (e) the Insured's Primary Residence or Destination being made Uninhabitable by Natural Disaster, vandalism, or burglary;

- (f) the Insured, or a Traveling Companion being subpoenaed, required to serve on a jury, hijacked, or quarantined;
- (g) Insured or Traveling Companion is called to active military service or military leave is revoked or reassigned;
- (h) a Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
- (i) the Insured or Traveling Companion is involuntarily terminated or laid off through no fault of his or her own, provided that he or she has been an active employee for the same employer for at least 3 years. Termination must occur following the effective date of coverage. This provision is not applicable to temporary employment, independent contractors or self-employed persons;
- (j) the Insured and/or Traveling Companion is directly involved in or delayed due to an automobile accident, substantiated by a police report, while en route to the Insured's Destination;
- (k) Insured or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to the Departure Date. No coverage is provided for Felonious Assault committed by another Insured, Family Member, Traveling Companion or Traveling Companion's Family Member;

**Trip Cancellation Benefits:** The Company will reimburse the Insured for forfeited Trip Cost up to the Maximum Limit shown on the Schedule of Benefits or Declarations Page for Trips that are canceled prior to the scheduled departure for their Trip due to the Unforeseen events shown above.

**Trip Interruption Benefits:** The Company will reimburse the Insured up to the Maximum Limit shown on the Schedule of Benefits or Declarations Page for Trips that are interrupted due to the Unforeseen events shown above:

- (a) forfeited, insured Trip Cost; or
- (b) additional non airfare transportation expenses incurred by the Insured, either:
  - (i) to the Return Destination; or
  - (ii) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
- (c) additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed, and leaves after the Departure Date.

However, the benefit payable under (b) and (c) above will not exceed the cost of economy airfare (or the same class as the Insured's original ticket), less any refunds paid or payable, by the most direct route.

Reimbursement to the Insured will be made in the same form in which the original Trip payment was made. In no event will the amount reimbursed exceed the lesser of the amount the Insured prepaid for his/her Trip or the Maximum Limit shown on the Schedule of Benefits or Declarations Page.

#### SINGLE OCCUPANCY

The Company will reimburse the Insured, up to the Trip Cancellation or Trip Interruption Maximum Limit shown on the Schedule of

Benefits or Declarations Page, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid, non-refundable travel arrangements if a person booked to share accommodations with the Insured has his/her Trip canceled, or interrupted due to the Unforeseen events shown in the Trip Cancellation/Trip Interruption section and the Insured does not cancel.

### CANCEL FOR ANY REASON COVERAGE

(This coverage applies only if you have elected this coverage and it is shown on the Schedule of Benefits (or) Declarations Page.)

If the Insured is prevented from taking the Trip for any reason not otherwise covered by this Policy, the Company will reimburse the Insured for 75% of the prepaid, forfeited, non-refundable payments or deposits paid to the Travel Supplier for insured Trip arrangement(s) up to the Maximum Limit shown for this benefit in the Schedule of Benefits or Declarations Page provided the following conditions are met:

- (a) the Insured purchases this Cancel for Any Reason Coverage within 21 days of the date the Insured's Initial Trip Payment or deposit is paid and insures the cost of any subsequent arrangement(s) added to the same Trip within 21 days of the date of payment or deposit for any subsequent Trip arrangement(s); and
- (b) this insurance coverage is purchased for the full cost of all non-refundable prepaid Trip arrangements that are subject to cancellation penalties and/or restrictions; and
- (c) the Insured cancels the insured Trip no less than 48 hours prior to the Departure Date.

This coverage will be terminated and no benefits will be paid under this Cancel for Any Reason Coverage if the full costs of all prepaid, non-refundable Trip arrangements are not insured. Any plan cost paid for this Cancel for Any Reason Coverage will be refunded.

### TRIP DELAY

The Company will reimburse the Insured up to the Maximum Limit(s) shown on the Schedule of Benefits or Declarations Page for Reasonable Additional Expenses until travel becomes possible if the Insured's Trip is delayed 12 or more consecutive hours from the original departure time as a result of a cancellation or delay of a regularly scheduled airline flight for one of the Unforeseen events listed as follows: Common Carrier delay; the Insured's or Traveling Companion's lost or stolen passports, travel documents, or money; the Insured or Traveling Companion is quarantined; Natural Disaster; or reasons listed under Trip Cancellation and Interruption. Incurred expenses must be accompanied by receipts.

This benefit is payable for only one delay per Insured, per Trip. If the Insured incurs more than one delay in the same Trip the Company will pay for the delay with the largest benefit up to the Maximum Limit shown on the Schedule of Benefits or Declarations Page.

**The Insured Must:** Contact the Worldwide Travel Assistance Center at 1.866.346.1803 as soon as he/she knows his/her Trip is going to be delayed more than 12 or more consecutive hours.

For purposes of this benefit:

**“Reasonable Additional Expenses”** means expenses for meals, taxi fares, essential telephone calls, local transportation and lodging which were necessarily incurred as the result of a Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

### MISSED CONNECTION

If, while on a Trip, the Insured misses a Trip departure resulting from cancellation or delay of between 3-12 hours of all regularly scheduled airline flights due to Inclement Weather (and/or) Common Carrier caused delay, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule of Benefits or Declarations Page for:

- (a) additional transportation expenses incurred by the Insured to join the departed Trip;
- (b) reasonable accommodation and meal expenses incurred up to the per day amount shown in the Schedule of Benefits; and
- (c) pre-paid, non-refundable trip payments for the unused portion of the Trip.

The Common Carrier must certify the delay of the regularly scheduled airline flight.

Coverage is secondary if reimbursable by any other source.

### BAGGAGE, PERSONAL EFFECTS AND TRAVEL DOCUMENTS

The Company will reimburse the Insured, up to the Maximum Limit shown in the Schedule of Benefits or Declarations Page subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects, passports, travel documents, credit cards and visas during the Insured's Trip.

#### **Special Limitations:**

The Company will not pay more than:

- \$500 for the first item; and
- thereafter, no more than \$250 per each additional item; and
- \$500 aggregate amount on all losses related to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, and other electronic devices, including but not limited to: portable personal computers, cellular phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts. If receipts are not provided, no benefits are payable.

The Company will pay the lesser of:

- (a) the cash value (original cash value less depreciation) as determined by the Company; or
- (b) the cost of replacement.

The Company may take all or part of the damaged Baggage at the appraised or agreed value. In the event of a Loss to a pair or set of items, the Company may at its option:

- (a) repair or replace any part to restore the pair or set to its value before the Loss; or
- (b) pay the difference between the value of the property before and after the Loss.

The Company will only pay for loss due to unauthorized use of the Insured's credit cards if the Insured has complied with all requirements imposed by the issuing credit card companies.

### BAGGAGE DELAY

If the Insured's Baggage is delayed or misdirected by a Common Carrier for more than 24 hours while on a Trip, the Company will reimburse the Insured up to the Maximum Limit shown on the Schedule of Benefits or Declarations Page for the purchase of Necessary Personal Effects. Incurred expenses must be accompanied by receipts. This benefit does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

### MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or a Sickness that requires him or her to be treated by a Physician, the Company will pay the Reasonable and Customary Charges, up to the Maximum Limit(s) shown on the Schedule of Benefits or Declarations Page. The Company will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness within one year of the date of the accident that caused the Injury or the onset of the Sickness provided the initial treatment was received during the Trip. The Injury must occur or the Sickness must begin while on a Trip, while covered under this Policy.

#### **Covered Expenses:**

The Company will pay for:

- services of a Physician or Registered Nurse (R.N.);
- Hospital charges;
- X-ray(s);
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth or other prosthetic devices;
- medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule of Benefits. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

**Advance Payment:** If an Insured requires admission to a Hospital, the Worldwide Travel Assistance Center will arrange advance

payment, if required. Hospital confinement must be certified as Medically Necessary by the attending Physician.

### EMERGENCY EVACUATION & REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred if an Insured suffers an Injury or Sickness while he or she is on a Trip that warrants his or her Emergency Evacuation. Benefits payable are subject to the Maximum Limit shown on the Schedule of Benefits or Declarations Page for all Emergency Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes.

**Covered Emergency Evacuation Expenses** are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible. Expenses for Transportation must be:

- (a) ordered by the attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available;
- (b) required by the standard regulations of the conveyance transporting the Insured; and
- (c) authorized in advance by the Worldwide Travel Assistance Center. In the event the Insured's Injury or Sickness prevents prior authorization of the Emergency Evacuation, the Worldwide Travel Assistance Center must be notified as soon as reasonably possible.

**Special Limitation:** In the event the Worldwide Travel Assistance Center could not be contacted to arrange for emergency Transportation, benefits are limited to the amount the Company would have paid had the Company or their authorized representative been contacted.

The Company will also pay a benefit for reasonable and customary charges incurred for an escort's transportation and accommodations if an attending Physician recommends in writing that an escort accompany the Insured.

#### **Emergency Evacuation means:**

- (a) the Insured's medical condition warrants immediate Transportation from the place where the Insured is injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained;
- (b) after being treated at a local licensed medical facility, the Insured's medical condition warrants Transportation to the Insured's home or adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover; or
- (c) both (a) and (b) above.

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**LIMITATIONS:**

- 1) Benefits are only available under Emergency Evacuation if they are not provided under another coverage in this Policy.
- 2) The Maximum Limit payable for both Emergency Evacuation and Repatriation of Remains is shown in the Schedule of Benefits or Declarations Page.

**ADDITIONAL BENEFITS**

In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will pay his/her airfare costs from that facility to the Insured's Return Destination, within one year from the Insured's original Return Date, less refunds from the Insured's unused transportation tickets. Airfare costs will be economy, or same class as the Insured's original tickets.

If the Insured is hospitalized for more than 7 days following a covered Emergency Evacuation, the Company will pay subject to the limitations set out herein, for expenses for:

**Return of Children:** If the Insured is unable to travel due to a covered Emergency Evacuation, the Company will pay to return any of the Insured's Children who were accompanying the Insured when the Injury or Sickness occurred back to the Insured's residence in the United States, including the cost of an attendant, if necessary; Such expenses shall not exceed the cost of a one-way economy airfare ticket less the value of any applied credit from any unused return travel tickets for each person.

**Bedside Visit:** To bring one person chosen by the Insured to and from the medical facility where the Insured is confined if the Insured is alone and is hospitalized for more than 7 days following a covered Emergency Evacuation. The Company will pay for expenses to bring one person chosen by the Insured. The payment will not to exceed the cost of one round-Trip economy airfare ticket.

**REPATRIATION OF REMAINS**

The Company will pay Repatriation Covered Expenses up to the Maximum Limit shown on the Schedule of Benefits to return the Insured's body to city of burial if he/she dies during the Trip.

**Repatriation Covered Expenses** include, but are not limited to, the Reasonable and Customary Charges for: transportation, according to airline tariffs, of the remains by the most direct and economical conveyance and route possible.

The Worldwide Travel Assistance Center must make all arrangements and authorize all expenses in advance for this benefit to be payable.

**Special Limitation:** In the event the Company or the Company's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Company would have paid had the Company or his or her authorized representative been contacted.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

If, while on a Trip, Injury to an Insured results within 365 days of the date of the accident which caused Injury, in one of the Losses shown in the Table of Losses below, other than while riding as a passenger in or boarding or alighting from or struck or run down by a certified passenger aircraft provided by a regularly scheduled airline or charter and operated by a properly certified pilot, the Company will pay the percentage shown below of the Maximum Limit shown in the Schedule of Benefits or Declarations Page. The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

**Table of Losses**

<b>Loss of</b>	<b>% of Maximum Limit</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 .....	50%
Sight of One Eye.....	50%

**"Loss"** with regard to:

- (a) hand or foot means actual severance through or above the wrist or ankle joints;
- (b) eye means entire and irrecoverable Loss of sight in that eye.

**EXPOSURE**

The Company will pay a benefit for covered Losses as specified above which result from an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE**

The Company will pay a benefit for Loss of life as specified above if the Insured's body cannot be located one year after disappearance due to an accidental Injury during the Trip.

**SECURITY EVACUATION**

If, as a result of an Occurrence that takes place during an Insured's Trip and while traveling outside his or her Home Country, an Insured requires a Security Evacuation, the Company will pay a benefit to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by the Worldwide Travel Assistance Center.

Benefits will be payable for Eligible Expenses up to the Maximum Limit shown in the Schedule of Benefits or Declarations Page.

Eligible Expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant.

Security Evacuation benefits are payable only once per Occurrence or Individual Coverage Term or covered Trip.

Benefits will also be payable for Transportation and Related Costs within 14 days of the Security Evacuation to either of these locations as chosen by the Insured:

- (1) back to the Host Country if return is safe and permitted; or
  - (2) to the Insured Person's Home Country.
  - (3) to the Insured's Return Destination or point of origin for the Trip
- This benefit is subject to the overall Maximum Limit shown in the Schedule of Benefits or Declarations Page.

Benefits will be payable for consulting services by Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum Limit shown in the Schedule of Benefits or Declarations Page.

The Worldwide Travel Assistance Center must make all arrangements and must authorize all expenses in advance of any benefits being payable. add appropriate contact information is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

**Right of Recovery**

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured Person.

**Excess Provision**

Benefits payable for the eligible expenses under this Rider will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable for the same Security Evacuation under any other valid and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose coverage has been in effect for the longer period of time at the date of the Security Evacuation.

For purposes of this Rider, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Rider did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits under this Rider will be reduced to the extent that benefits for expenses are covered by any other valid and collectible

insurance or indemnity whether or not a claim is made for such benefits.

The following definitions apply only with respect to this Rider:

#### **Definitions**

**Advisory** means a formal travel advisory or recommendation by the Appropriate Authorities or United States Government recommending that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

**Appropriate Authority(ies)** means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to the Worldwide Travel Assistance Center or a Worldwide Travel Assistance Center designated service provider who is experienced in security and measures necessary to ensure the safety of the Insured(s) in his or her care.

**Excluded Countries** means the following countries from which Security Evacuations are not available under this Rider: list excluded countries, e.g., Iraq, Afghanistan, Pakistan, Israel (West Bank and Gaza Strip), Iran, Somalia and Chechnya or any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

**Home Country** means the country of residence or citizenship of the Insured. If the Insured has dual citizenship, for the purposes of this Rider, his or her Home Country is the country of the passport he or she used to enter the Host Country.

**Host Country** means any country, other than an Excluded Country, in which an Insured is traveling while covered under this Policy.

**Imminent Physical Danger** means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority (ies).

**Natural Disaster** for the purpose of this Rider means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
2. the Insured has access to transportation to his or her Home Country; and
3. the Insured has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which an Insured finds himself or herself while covered by this Policy:

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within 7 days of an event ;
4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
5. the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 7 days of his or her being found.

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Transport/Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's common carrier tickets will be used.

**Verified Physical Attack** means deliberate physical harm of the Insured confirmed by documentation or physical evidence.

**Verified Threat of Physical Attack** means a threat against the Insured's health and safety as confirmed by documentation and/or physical evidence.

#### **Exclusions**

No benefits are payable under this Rider for charges, fees or expenses:

1. payable under any other provision of this plan;
2. that are recoverable through the Insured's employer;
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured; or
  - b. violation of the laws of the Insured's Home Country; unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured;
5. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
6. arising from an Occurrence which took place in an Excluded Country;

7. for repatriation of remains expenses;
8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
9. for medical services;
10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;
11. for consulting services seeking information on Missing Person or kidnapping cases;
12. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
13. arising from or attributable, in whole or in part to non-compliance by the Insured with regard to any obligation specified in a contract or license;
14. due to military or political issues if the Insured's Security Evacuation request is made more than 30 days after the Appropriate Authority(ies) Advisory was issued;
15. due to a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:
  - a. is due to natural causes; and
  - b. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

#### **PAYMENT OF CLAIMS**

**Claim Procedures: Notice of Claim:** The Insured must call the Worldwide Travel Assistance Center as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, cruise line, or charter operator), the Trip dates, and the amount that the Insured paid. The Worldwide Travel Assistance Center will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to Worldwide Travel Assistance Center, PO Box 47, Stevens Point, Wisconsin 54481 (telephone 1.866.346.1803).

**Claim Procedures: Proof of Loss:** The claim forms must be sent back to Company no more than 90 days after a covered Loss occurs or ends, or as soon after that as is reasonably possible. All claims under this Policy must be submitted to the Worldwide Travel Assistance Center no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Company has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to the Worldwide Travel Assistance Center by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name, the travel supplier name, and this Policy number.

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**Payment of Claims: When Paid:** Claims will be paid as soon as the Worldwide Travel Assistance Center receives complete proof of Loss and verification of age.

**Payment of Claims: To Whom Paid:** Benefits are payable to the Insured who applied for coverage and paid any required plan cost. Any benefits payable due to that Insured's death, will be paid to the survivors of the first surviving class of those that follow:

- (1) the Beneficiary named by that Insured and on file with the Company,
- (2) To his/her spouse, if living. If no living spouse, then
- (3) in equal shares to his/her living Children. If there are none, then
- (4) in equal shares to his/her living parents. If there are none, then
- (5) in equal shares to his/her living brothers and sisters. If there are none, then
- (6) to the Insured's estate.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Company may pay up to \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the Company makes in good faith fully discharges the Company to the extent of that payment.

Benefits for Medical Expense/Emergency Evacuation services may be payable directly to the provider of the services. However, the provider: (a) must comply with the statutory provision for direct payment, and (b) must not have been paid from any other sources.

**Trip Cancellation and Trip Interruption Payment of Loss:** The Insured must provide the Worldwide Travel Assistance Center documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide the Worldwide Travel Assistance Center with all unused air, rail, cruise, or other tickets if he/she is claiming the value of those unused tickets.

**Baggage, Personal Effects and Travel Documents Payment of Loss:** The Insured Must: (a) report theft losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage); (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment; (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a

complete list of damaged/lost items; or (e) in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to prevent further unlawful activity.

**Baggage Delay Payment of Loss:** The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the Necessary Personal Effects purchases.

**Medical Expense Payment of Loss:** The Insured must provide the Worldwide Travel Assistance Center with: (a) all medical bills and reports for medical expenses claimed; and (b) a signed patient authorization to release medical information to the Worldwide Travel Assistance Center.

**The following provisions apply to Baggage Delay and Baggage, Personal Effects and Travel Documents:**

**Notice of Loss.** If the Insured's property covered under this Policy is lost or damaged, the Insured must:

- (a) notify the Worldwide Travel Assistance Center as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**Proof of Loss.** The Insured must furnish the Company with proof of Loss. Proof of Loss includes police or other local authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under this Policy.

**Settlement of Loss.** Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to the Company. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of loss and the value.

**Valuation.** The Company will not pay more than the Actual Cash Value of the property at the time of loss. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**Disagreement Over Size of Loss.** If there is a disagreement about the amount of the Loss either the Insured or the Company can make a written demand for an appraisal. After the demand, the Insured and the Company each select their own competent appraiser. 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 an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser it chooses.

The Insured will share with us the cost for the arbitrator and the appraisal process.

**Benefit to Bailee.** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

**The following provision applies to Baggage Delay, Baggage, Personal Effects and Travel Documents, Medical Expense, Emergency Evacuation, Repatriation of Remains and Accidental Death & Dismemberment:**

**Subrogation.** To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. The Insured must help the Company preserve its rights against those responsible for its Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

**Coverage** – as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except coverage provided under this Policy and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company).

**Third Party** – as used in this Subrogation section, means any person, corporation or other entity (except the Insured, and the Company).

## GENERAL PROVISIONS

**Entire Contract. Changes.** This Policy, Schedule of Benefits or Declarations Page, Enrollment Form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose Loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Beneficiary Designation and Change.** The Insured's beneficiary(ies) is (are) the person(s) designated by the Insured and on file with the Company.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an

irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Worldwide Travel Assistance Center with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

**Assignment.** An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Arbitration.** Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration, if mutually acceptable, administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**Concealment or Fraud.** The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

**Payment of Premium.** Coverage is not effective unless all premium due has been paid to the Worldwide Travel Assistance Center prior to a date of Loss or insured occurrence.

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

**Transfer of Coverage.** Coverage under this Policy cannot be transferred by the Insured to anyone else.

**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 law.

### Assistance Services\*

All Assistance Services listed below are not insurance benefits and are not provided by the Insurer.

#### Travel Medical Assistance

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Repatriation of mortal remains assistance
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist
- Medical evacuation quote
- In-patient and out-patient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements of visitor to bedside of hospitalized Insured
- Eyeglasses and corrective lens replacement assistance
- Medical payment arrangements
- Medical cost containment/expense recovery and overseas investigation
- Medical bill audits
- Shipment of medical records
- Medical equipment rental/replacement assistance

#### Worldwide Travel Assistance

- Lost baggage search; stolen luggage replacement assistance
- Lost passport/travel documents assistance
- ATM locator
- Emergency cash transfer assistance
- Travel information including visa/passport requirements
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends or business associates
- Up-to-the-minute travel delay reports
- Long-distance calling cards for worldwide telephoning
- Inoculation information
- Embassy or consulate referral
- Currency conversion or purchase
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Up-to-the-minute travel supplier strike information
- Legal referrals/bail bond assistance
- Worldwide public holiday information

#### LiveTravel® Emergency Assistance

- Flight rebooking
- Hotel rebooking
- Rental vehicle booking
- Emergency return travel arrangements

- Roadside assistance
- Rental vehicle return assistance
- Guaranteed hotel check-in
- Missed connection coordination

#### Concierge Services

- Restaurant referrals and reservations
- Ground transportation
- Event ticketing
- Tee times and course recommendations
- Floral services

\*Non-insurance services are provided by the Worldwide Travel Assistance Center.

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

Satisfaction Guaranteed — We are committed to providing products and services that will exceed your expectations. If you are not completely satisfied, you can receive a refund of the cost, minus the processing fee. Requests for refunds must be submitted in writing to USI Travel Insurance Services, 2950 Camino Diablo, Suite 300, Walnut Creek, CA 94597-3991, within 15 days of the issuance of your Confirmation Receipt, provided the Departure Date has not passed.

### 24-Hour Emergency Assistance Telephone Numbers

USA.....1.866.346.1803

International.....1.715.342.3541

*Be sure to use the appropriate country and city codes when calling.*

**- KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL -**