

# Airline Ticket Protector T - 4430 (3.09- Rev. 1)

## Description of Coverage

**Notice to Residents of Washington State:** This is not Your Description of Coverage. To obtain Your state-specific insurance policy, call 1-800-243-3174.

You are not eligible for insurance under the plan until You have enrolled for coverage and paid the appropriate plan cost and providing You have not already departed on Your Trip.

## Schedule of Coverage and Services

	<b>Maximum Benefits</b>
<b>Part A - Travel Protection</b>	<b>Per Person</b>
Trip Cancellation . . . . .	Trip Cost*
Trip Interruption . . . . .	150% of Trip Cost*
Missed Connection. . . . .	\$500
Trip Delay . . . . .	\$500 (6 hours)
<i>*Up to the lesser of the Trip Cost paid or the limit of Coverage on Your Confirmation of Benefits.</i>	
<b>Part B - Baggage Protection</b>	
Baggage and Personal Effects . . . . .	\$1,000
\$250 limit per article	
\$500 combined limit for valuables	
Baggage Delay . . . . .	\$200/24 hours

**Worldwide Assistance Services are included with the purchase of Your plan.**

### 24-Hour Emergency Assistance Telephone Numbers

Continental USA . . . . . 800-494-9907  
International . . . . . 603-328-1707

Be sure to use the appropriate country and city codes when calling.  
-KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL-

## Optional Coverage

*Optional Coverage applies only when requested on the application and the appropriate additional plan cost has been paid.*

**Cancel for Any Reason** Not available for residents of Washington State  
Trip Cancellation coverage up to 75% of Trip cost for cancellation two or more days prior to departure.

### Medical Upgrade

Excess Emergency Accident and  
Sickness Medical Expense (\$50 deductible). . . . . \$50,000  
Excess Emergency Evacuation, Medically Necessary Repatriation  
and Repatriation of Remains. . . . . \$250,000

**Collision Damage Waiver** Not available for the residents of Texas or Washington State  
Collision Damage Waiver . . . . . \$50,000

**Accidental Death & Dismemberment Common Carrier (Air Only) Coverage**  
Up to the amount purchased.

### Purchase within 14 days of Your initial Trip deposit for Pre-Existing Condition Waiver:

The Pre-Existing Condition exclusion will be waived if the protection plan is purchased within 14 days of the initial Trip deposit, You purchase this policy for the full non-refundable cost of Your Trip, You are not disabled from travel at the time You pay the plan cost and this is the first and only booking for this same destination and dates of travel.

### How to contact us to file a claim:

**Report a claim online at  
[www.travelinsured.com](http://www.travelinsured.com)**

Travel Insured International, Inc.®  
P.O. Box 280568  
East Hartford, CT 06128-0568  
Toll free at: 800-243-2440

**Cancellation Protection:** You may cancel the Protection Plan by giving us written notice within either fourteen (14) days from the date of issuance of Your Protection Plan, or Your Departure Date whichever occurs first provided you have not filed a claim. If you do this, we will refund Your plan cost in full (excluding the \$8 administration fee). If past fourteen days, the plan cost is non-refundable.

## PART A - TRAVEL PROTECTION

**Trip Cancellation/Trip Interruption:** The Insurer will pay a benefit, up to the maximum shown on the Schedule of Coverage and Services, if You are prevented from taking or continuing Your Trip due to the following Unforeseen events:

- a) Sickness, Accidental Injury, or death of You, Your Traveling Companion, or a Family Member or Business Partner of You or Your Traveling Companion which results in medically imposed restrictions as certified by a Physician at the time of loss, preventing Your continued participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date.
- b) Strike that causes complete cessation of services for at least 24 consecutive hours.
- c) Weather which causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours.
- d) You or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, subpoenaed or required to appear as a witness in a legal action, provided You or a Traveling Companion are not a party to the legal action or appearing as a law enforcement officer, the victim of felonious assault within 10 days of departure; or having Your principal place of residence made uninhabitable by fire, flood, or other Natural Disaster; or burglary of Your principal place of residence within 10 days of departure.
- e) Bankruptcy or Default of Your Travel Supplier, which occurs more than 14 days following Your Effective Date. 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 You to transfer to another airline in order to get to Your intended destination.
- f) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within the territorial limits of the City listed on Your itinerary. The Terrorist Attack must occur after the Effective Date of Your Trip Cancellation coverage.
- g) You or Your Traveling Companion who are military personnel, and are called to emergency duty for a disaster other than war.
- h) You or Your Traveling Companion being directly involved in a traffic Accident substantiated by a police report, while en route to departure.
- i) The death or hospitalization of Your Host at Destination.

**Trip Cancellation:** Non-refundable airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements. If Your Travel Supplier cancels Your Trip, You are covered up to the cost of the ticket or the reissue fee charged by the airline for the tickets.

All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Insurer will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

**Trip Interruption:** Unused, non-refundable or additional transportation expenses incurred by You to return home or rejoin the original Land/Sea Arrangements (airfare limited to the cost of one-way air fare, using the same class of fare as the original travel ticket, by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets) less the value of applied credit from an unused return travel ticket. In no event shall the amount reimbursed exceed the lesser of the amount You pre-paid for Your

Trip, or the maximum benefit shown on the Schedule of Coverage and Services

**Trip Delay:** The Insurer will reimburse You for covered expenses on a one time basis, up to the maximum shown on the Schedule of Coverage and Services, if You are delayed en route to or from the covered Trip for six (6) or more hours due to a covered reason. Covered expenses include Your additional transportation cost to join the Trip or return home, reasonable additional expenses incurred for meals and lodging or any prepaid, unused, non-refundable land and water accommodations. Covered reasons for Trip Delay are: Any delay of Your Common Carrier (Including Inclement Weather); You or Your Traveling Companion being delayed by a traffic Accident while en route to a departure; lost or stolen passports, money, or travel documents; quarantine; hijacking, unannounced Strike, Natural Disaster.

**Missed Connection:** Covers missed Cruise or Trip departures which result from cancellation or delay (for three or more hours) of all regularly scheduled airline flights due to any delay of Your Common Carrier (Including Inclement Weather). Maximum benefits of up to the amount shown on the Schedule of Coverage and Services are provided to cover additional transportation expenses needed for You to join the departed Cruise or Trip, reasonable accommodations, and meal expenses. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Trip due to Inclement Weather.

## PART B - BAGGAGE PROTECTION

**Baggage/Personal Effects:** The Insurer will reimburse You up to the maximum shown on the Schedule of Coverage and Services for loss, theft, or damage to Baggage and personal effects. The Insurer will pay the lesser of the following: Actual Cash Value at the time of the loss, less depreciation as determined by the Insurer, or the cost of repair or replacement. There is a limit of \$250 per article. There will also be a combined maximum limit of \$500 for the following: jewelry; watches and cameras, including related equipment; articles consisting in whole or in part of silver, gold, or platinum; furs and articles trimmed with or made mostly of fur. The Insurer will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Trip and if You have complied with all credit card conditions imposed by the credit card companies. The Insurer will reimburse You for fees associated with the replacement of Your passport during Your Trip. Receipts are required for reimbursement.

**Baggage Delay (Outward Journey Only):** The Insurer will reimburse You for expenses for necessary personal effects, up to the maximum shown on the Schedule of Coverage and Services, if Your checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours from the time You arrive at the destination stated on the ticket, except travel to Your final destination or Your place of residence. You must be a ticketed passenger of a Common Carrier.

### Excess Insurance Limitation

Benefits provided in Parts A, and B, and Optional Medical Upgrade and Optional Cancel for Any Reason shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Insurer shall be liable only for the excess of the amount

### “Cancel For Any Reason” Protection:

*Optional Coverage applies only when requested on the application and the appropriate additional plan cost has been paid.*

*Not available for residents of Washington State*

If You purchase the Cancel For Any Reason protection and You cancel Your Trip for any reason not otherwise covered by this plan, the Insurer will reimburse You up to the lesser of the limit shown on Your Confirmation of Benefits or 75% of the prepaid, forfeited, non-refundable payments or deposits You paid for Your Trip provided You cancel Your Trip more than two (2) days prior to Your Scheduled Departure Date.

## OPTIONAL MEDICAL UPGRADE

*Optional Coverage applies only when requested on the application and the appropriate additional plan cost has been paid.*

**Emergency Accident and Sickness Medical Expense:** The Insurer will pay benefits up to the maximum shown on the Schedule of Coverage and Services, for Covered Medical Expenses You incur during Your Trip for Emergency Treatment as a result of an Accidental Injury which occurs on the Trip or a Sickness which first manifests itself during the Trip. A \$50 deductible applies to each occurrence.

“Emergency Treatment” means necessary medical treatment, including services and supplies, which must be performed during the Trip due to the serious and acute nature of the Accidental Injury or Sickness.

“Covered Medical Expenses” are necessary services and supplies which are recommended by the attending Physician. They include, but are not limited to: the services of a Physician; charges for Hospital confinement and use of operating rooms; charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests ambulance service; and drugs, medicines, prosthetic and therapeutic services and supplies.

The Insurer will not pay benefits in excess of the Reasonable and Customary Charges.

“Reasonable and Customary Charges” means charges commonly used by providers of medical care in the locality in which care is furnished. The Insurer will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Insurer will pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

The Insurer will advance payment to a Hospital, up to the maximum shown on the Schedule of Coverage and Services, if needed to secure Your admission to a Hospital because of Accidental Injury or Sickness.

**Emergency Evacuation:** The Insurer will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while You are on a Trip. Benefits payable are subject to the maximum amount per person shown on the Schedule of Coverage and Services for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes. A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of Your Injury or Emergency Sickness warrants Your Emergency Evacuation to the closest adequate medical facility. In the sole discretion of the Assistance Company, it must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities. The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

“Emergency Evacuation” means Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained. Transportation means any land, sea or air conveyance required to transport You during an Emergency Evacuation.

Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

“Covered Emergency Evacuation Expenses” are those for Medically Necessary Transportation, including Reasonable and Customary Charges for medical services and supplies incurred in connection with Your Emergency Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You and (c) reviewed and pre-approved by the Assistance Company.

The Insurer will also pay Reasonable and Customary Charges for escort expenses required by You, if You are disabled during a Trip and an escort is recommended in writing, by Your attending Physician and must be pre-approved by the Assistance Company.

If You are hospitalized for more than 7 days following a Covered Emergency Evacuation Expense, the Insurer will pay subject to the limitations set out herein, for expenses: 1) to return to the United States where they reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred: but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person. 2) to bring one person chosen by You to and from the Hospital or other medical facility where You are confined if You are traveling alone: but not to exceed the cost of one round-trip economy airfare ticket.

**Medically Necessary Repatriation:** Following a covered Emergency Evacuation expense or a covered medical expense, the Insurer will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination or the Hospital nearest Your home if medically necessary and authorized by the Assistance Company via Common Carrier, within one year from Your original Trip completion date. Commercial airfare costs will be in the same class of service, as Your original airline tickets, or in business or first class as in compliance with Your medical necessities and requirements upon Your discharge, less refunds from Your unused transportation tickets.

“Emergency Sickness” means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Trip.

**Repatriation of Remains:** The Insurer will pay reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the covered Trip. This will not exceed the maximum shown on the Schedule of Coverage and Services. Covered Expenses include, but are not limited to, expenses for embalming, cremation, minimally necessary coffins for transport, and transportation.

The Pre-Existing Conditions Exclusion does not apply to Emergency Evacuation and Repatriation of Remains.

**All Transportation must be authorized and arranged by the Assistance Company.**

## OPTIONAL COLLISION DAMAGE WAIVER

*Optional Coverage applies only when requested on the application and the appropriate additional plan cost has been paid.*

**Collision Damage Waiver: Applicable only when requested on the original application and the appropriate additional plan cost has been paid. (Not available for the residents of Texas and Washington State):**

If You rent a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Insurer will pay the lesser of:

- The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- The Actual Cash Value of the car, meaning purchase price less depreciation; or
- The amount shown on the Schedule. Coverage is provided to You and Your Traveling Companions provided all drivers are licensed drivers, and are listed on the rental agreement.

The following duties in the event of loss apply to Collision Damage Waiver:

- You must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- You must report the loss to the appropriate local authorities and the rental company as soon as possible;
- You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
- You must provide the Insurer all documentation such as rental agreement, police report and damage estimate.

## OPTIONAL TRAVEL ACCIDENT PROTECTION

*Optional Coverage applies only when requested on the application and the appropriate additional plan cost has been paid.*

**Accidental Death & Dismemberment Common Carrier (Air Only): Applicable only when requested on the original application and the appropriate additional plan cost has been paid.**

Air Common Carrier benefit applies to Injury sustained by You: while riding as a passenger in or on, boarding or alighting from an aircraft operated under a license for the transportation of passengers for hire. If You sustain an Injury which results in loss of life; actual severance of limb; or entire and irrecoverable loss of eyesight, speech, or hearing, within 180 days of the date of the Accident, the Insurer will pay the largest applicable amount as follows: the full benefit amount is paid for loss of life, two hands or two feet, speech and hearing in both ears, one hand and one foot, sight in both eyes, one hand or one foot and sight in one eye. One half of the benefit amount is paid for loss of one hand or one foot, speech, or hearing in both ears, sight of one eye. One-fourth of the benefit is paid for loss of the thumb and index finger of the same hand. In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverage and Services for all losses due to the same Accident.

**Exposure:** The Insurer will pay benefits for covered losses which result from You being unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

**Disappearance:** The Insurer will pay benefits for loss of life if Your body cannot be located one year after the disappearance of the Common Carrier in which You were a passenger due to forced landing, stranding, sinking, or wrecking.

## TRAVEL ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services. Services offered include: • Medical evacuation\* • Medically necessary repatriation\* • Repatriation of remains\* • Medical or legal referral • Inoculation information • Hospital admission guarantee\* • Translation service • Lost Baggage retrieval • Passport/visa information • Emergency cash advance\* • Bail bond\* • Prescription drug/eyeglass replacement\*

\* Payment reimbursement to the Assistance Company is Your responsibility.

**24/7 Worldwide Assistance Services  
Travel Assistance and Medical Emergency  
CALL TOLL FREE:**

**(Within the United States and Canada)**

**800-494-9907**

**OR CALL COLLECT**

**603-328-1707**

**(From all other locations)**

Travel assistance services are provided by an independent organization and not by Arch Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

## AVAILABILITY OF SERVICES

You are eligible for informational services at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your Trip and end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your Trip.

## EXCLUSIONS

**The following exclusions apply to Parts A, Optional Medical Upgrade and Accidental Death and Dismemberment Common Carrier (Air Only). This plan does not cover any loss caused by or resulting from:**

- Suicide, attempted suicide, or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only) committed by You or Your Traveling Companion;
- War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- Participation in any military maneuver or training exercise;
- Participating in bodily contact sports; skydiving; hang gliding; parachuting; spelunking or caving; heliskiing; any race; bungee cord jumping; and speed contest;
- Participating in extreme skiing or mountaineering;
- Participation as a professional in athletics;
- Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- Being under the influence of drugs or intoxicants unless prescribed by a Physician;
- Commission or the attempt to commit a criminal act by You or Your Traveling Companion;
- Pregnancy and childbirth (except for Complications of Pregnancy);
- Dental treatment except as a result of Accidental Injury to sound, natural teeth;

12) Pre-Existing Conditions, unless the plan is purchased within fourteen (14) days of the initial Trip deposit; for the full non-refundable cost of Your Trip; the booking for the Trip must be the first and only booking for this travel period and destination; You are not disabled from travel at the time You pay the plan cost;

13) Mental or emotional disorders, unless hospitalized;

14) Traveling for the purpose of securing medical treatment.

**The following exclusions apply to Baggage/Personal Effects Coverage only in Part B:**

Any loss or damage to: animals; automobiles and their equipment; boats; trailers, motors; motorcycles; other conveyances and their equipment (except bicycles while checked as Baggage with a Common Carrier); eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; keys, money, securities, and documents; tickets.

Any loss caused by or resulting from: Wear and tear, gradual deterioration; insects or vermin; inherent vice or damage; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; and property shipped as freight or shipped prior to the Scheduled Departure Date.

**The following exclusions apply to Collision Damage Waiver:**

- Any obligation You assume under any agreement (except insurance collision deductible);
- Rentals of trucks, campers, trailers, off-road vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
- Any loss which occurs if You are in violation of the rental agreement;
- Failure to report the loss to the proper local authorities and the rental company;
- Damage to any other vehicle, structure or person as a result of a covered loss.

## DEFINITIONS

- "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.
- "Accidental Injury" means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the loss.
- "Actual Cash Value" means purchase price less depreciation.
- "Assistance Company" means the service provider with which the Insurer has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation
- "Baggage" means luggage and personal possessions, whether owned, borrowed, or rented, taken by You on Your Trip.
- "Bankruptcy" means the filing of a petition for voluntary or involuntary Bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.
- "Bodily Injury" means identifiable physical Injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such Injury, is the direct cause of death or dismemberment of You within twelve months from the date of the Accident.
- "Business Partner" means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day-to-day management of the business.
- "City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.
- "Common Carrier" means any land, sea, and/or air conveyance operating under a license for the transportation of passengers for hire.

11) "Complication of Pregnancy" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

12) "Cruise" means any prepaid sea arrangements.

13) "Default" means a material failure or inability to provide contracted services due to financial insolvency.

14) "Dependent Child(ren)" means Your child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

15) "Domestic Partner" means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage.

16) "Economy Fare" means the lowest published rate for a one-way ticket.

17) "Effective Date" means the date and time Your coverage begins, as outlined in the General Provisions section of this plan.

18) "Exotic Vehicles" includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Corvette, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Hummer, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR, antique cars meaning cars that are over 20 years old or have not been manufactured for 10 or more years, and Yugo. This is not a comprehensive list, please contact Travel Insured International for eligibility.

19) "Family Member" means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

20) "Hospital" means a facility that:

- (a) holds a valid license if it is required by the 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 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, or convalescent home for the aged, or similar institution.

21) "Host at Destination" means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

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

23) "Injury" means Bodily Injury caused by an Accident occurring while this plan is in force and resulting directly and independently of all other causes in loss covered by the plan. The Injury must be verified by a Physician.

24) "The Insurer" means Arch Insurance Company.

25) "Land/Sea Arrangements" means land and/or sea arrangements booked through the Travel Supplier.

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

- (1) is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
- (2) meets generally accepted standards of medical practice; and
- (3) is ordered by a Physician and performed under his or her care, supervision, or order.

27) "Natural Disaster" means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.

**28) "Pre-Existing Condition" means any Injury, Sickness or condition of yourself, a Traveling Companion or You and/or Your Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was recommended or received within the 180 day period ending on the Effective Date. Conditions are not considered pre-existing if the condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.**

29) "Physician" means a licensed practitioner of medical, surgical, or dental services acting within the scope of his/her license. The treating Physician may not be yourself, a Traveling Companion or a Family Member.

30) "Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.

31) "Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

32) "Sickness" means illness or disease which is diagnosed and treated by a Physician on or after the Effective Date of the protection plan and while You are covered under this plan.

33) "Strike" means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.

34) "Terrorist Attack" means an incident deemed an act of terrorism by the U.S. government.

35) "Travel Supplier" means tour operator, Cruise line, hotel, etc., who has made the Land/Sea Arrangements.

36) "Traveling Companion" means a person who is sharing travel arrangements with You. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

37) "Trip" means prepaid Land/Sea Arrangements for which benefits are requested and the required plan cost is submitted prior to the Scheduled Departure Date and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) week of the Land/Sea Arrangements.

38) "Unforeseen" means not anticipated or expected and occurring after the Effective Date of the plan.

39) "Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.

40) "You," "Your," or "the Insured" means a person who has purchased a Trip and who has paid the required plan cost for the protection plan provided herein.

## CLAIMS PROCEDURE

**To facilitate prompt claims settlement:**

**TRIP CANCELLATION/ TRIP INTERRUPTION:** Contact the travel supplier and Travel Insured as soon as possible after the event causing the need to cancel. Obtain medical statements from the doctors in attendance in the country where Sickness or Accident occurred. These statements should give complete diagnosis, stating that the Sickness or Accident prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY/MISSED CONNECTION:** Obtain any specific dated documentation, which 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 from additional expenses incurred.

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment:

submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

**BAGGAGE:** Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

**BENEFICIARY:** Your estate, unless written notice of a designated beneficiary is provided to Travel Insured International.

## GENERAL PROVISIONS

**CONTRACT.** The policy, applications, riders, and endorsements, if any, make up the entire contract. No change in the policy is valid unless it is signed by an executive officer of the Insurer. No agent has the power to change this policy.

**CLERICAL ERRORS.** The Insurer will not deny or cancel coverage on You because of clerical error by the participating organization or by the Insurer. After an error is found, the Insurer will take appropriate action. This may include adjusting, collecting, or refunding premium.

**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 two (2) years after the time required for giving proof of loss.

**CONTROLLING LAW.** Any part of this policy that conflicts with the state law where the policy is issued is changed to meet the minimum requirements of that law.

**MISREPRESENTATION AND FRAUD.** Coverage as to You shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning this policy or the subject thereof, or the interest of You therein, or if You commit fraud or false swearing in connection with any of the foregoing.

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

**ASSIGNMENT.** This policy is not assignable but benefits may be assigned. **WHEN YOUR COVERAGE BEGINS.** All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at Your location, on the Scheduled Departure Date provided: (a) coverage has been elected; and (b) the required premium has been paid. Trip Cancellation coverage will take effect at 12:01 A.M. local time at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative. **WHEN YOUR COVERAGE ENDS.** Your coverage ends at 11:59 P.M. local time on the date which is the earliest of the following: a) when You cancel Your Trip; b) the Scheduled Return Date on the travel tickets; c) the date You return home; d) any Trip that exceeds 365 days.

**EXTENDED COVERAGE.** All coverage under the policy will be extended, if: (a) Your entire Trip is covered by the policy; and (b) Your return is delayed by covered reasons specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reaches Your Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**PREMIUMS.** The Insurer provides insurance in return for premium payments. Premium must be remitted on behalf of You to the Insurer or to its authorized representative. **AMOUNT OF PREMIUM.** The amount of premium due from the participating organization is calculated by multiplying the number of Insureds in each class by the amounts due for the benefits for that

class and adding the total amounts due for each class. The amount of premium due for each Insured is obtained by adding the total rate charged for each benefit provided for that Insured.

**MODE OF PREMIUM:** Insured: The required premium must be paid to the participating organization or its authorized representative prior to the Scheduled Departure Date of the Covered Trip. Participating Organization: The Participating Organization will pay the premium according to the schedule noted in the travel protection policy application.

**ARBITRATION.** Notwithstanding anything in this policy to the contrary, any claim arising out of or relating to this contract, or its breach, will be settled by arbitration 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. This section does not apply to Kansas residents.

**CLAIMS.** Death claims will be paid to Your estate, unless we receive a written request from You designating a named beneficiary. All other claims will be paid to You. In the event You are a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to Your legal guardian, committee, or other qualified representative. Any payment made in good faith will discharge the Insurer's liability to the extent of the claim. The Claimant (either You or someone acting for You) must notify the Insurer or its designated agent in writing about the claim. Correspondence should be sent to the administrative office, at the address shown on the cover page of the policy or Your designated agent. Such notification should include Your name and the plan number. The Claimant should notify the Insurer within twenty (20) days after a covered loss occurs or as soon as reasonably possible.

**NOTICE OF CLAIM.** Written notice of claim must be given to the Insurer or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name and policy number.

**PROOF OF LOSS.** The claimant must send the Insurer, or its designated representative, proof of loss with ninety (90) days after a covered loss occurs or as soon as reasonably possible.

**PAYMENT OF CLAIMS.** The Insurer, or its designated representative, will pay a claim after receipt of acceptable proof of loss. Benefits for loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You benefits for loss of life will be paid to the first of the following surviving preference beneficiaries: a) Your spouse; b) Your child or children jointly; c) Your parents jointly if both are living or the surviving parent if only one survives; d) Your brothers and sisters jointly; or e) Your estate. All other claims will be paid to You. In the event You are a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to Your legal guardian, committee, or other qualified representative. All or a portion of all other benefits provided by this policy may, at the option of the Insurer, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. Any payment made in good faith will discharge the Insurer's liability to the extent of the claim. The applicable benefit amount will be reduced by the amount of benefits, if any, previously

paid by other Insurance Policies. In no event will the Insurer reimburse You for an amount greater than the amount paid by You. **PHYSICAL EXAMINATION AND AUTOPSY.** The Insurer, or its designated representative, at their own expense, have the right to have You examined as often as reasonably necessary while a claim is pending. The Insurer, or its designated representative, also have the right to have an autopsy made unless prohibited by law. The following provisions apply to Baggage/Personal Effects and Baggage Delay coverage only:

**NOTICE OF LOSS.** If Your property covered under this policy is lost, stolen, or damaged, You must: (a) notify the Insurer, or its authorized representative 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 twenty four (24) hours.

**PROOF OF LOSS.** You must furnish the Insurer, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Insurer, or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under this policy.

**SETTLEMENT OF LOSS.** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Insurer and the Insurer has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of loss and the value involved to the Insurer.

**VALUATION.** The Insurer will not pay more than the Actual Cash Value of the property at the time of loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation. 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 You or the Insurer can make a written demand for an appraisal. After the demand, You and the Insurer will each select Your 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 You is paid by You. The Insurer will pay the appraiser they choose. You will share equally with the Insurer 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.

Plan is designed by Travel Insured International, Inc. This Insurance, under policy #LTP 2007 is underwritten by: Arch Insurance Company, with its principal place of business in New York, NY.



Policy terms and conditions are briefly outlined in this Description of Coverage. Complete provisions pertaining to this insurance are contained in the Master Policy for the Participating Organization on file with Travel Insured International. In the event of any conflict between this Description of Coverage and the Master Policy, the policy will govern.

## STATE EXCEPTIONS 4/2008 (Rev. 2)

### ALABAMA RESIDENTS:

The Legal Actions Provision is deleted in its entirety and replaced with the following:

**LEGAL ACTIONS.** The time period by which a legal action relating to this policy must be filed is governed by Alabama law.

### ALASKA RESIDENTS:

The following provisions are added: Examination under Oath: The Insured is allowed to have legal representation present when examined under oath.

**Insurance with Other Insurers:** If the Insured has other valid coverage, for which this Company has not been given written notice prior to the occurrence or commencement of a loss, the Company's liability, under any expense incurred coverage of this policy, shall be for such proportion of the loss as the amount which would otherwise have been payable under this policy plus the total of the like amounts under all such other valid coverages for the same loss of which this insurer had notice bears to the total like amounts under all valid coverages for such loss. The Company shall return such portion of the premiums paid as shall exceed the pro-rata portion for the Company's liability as so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

**Legal Actions:** No actions at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with requirements of this Policy. No such action shall be brought after expiration of three years from the date a claim is denied in whole or in part. Regarding Claims payments, undisputed claims will be paid within 30 business days of satisfactory notice of loss.

### ARKANSAS RESIDENTS:

The Arbitration Provision is deleted in its entirety and replaced with the following:

**ARBITRATION.** Upon the mutual agreement of the Company and Insured, at the time of a loss, any claim arising out of or relating to the Policy, or its breach, will be settled by non-binding arbitration 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 and nothing in this clause will impair the rights of the insured or Company to seek settlement in a court of jurisdiction.

The following Definition is added. "Punitive Damages" and "Exemplary Damages" mean damages imposed to punish a wrongdoer and to deter others from similar conduct.

### GEORGIA RESIDENTS:

The Misrepresentation and Fraud provision is deleted in its entirety and replaced by the following:

**MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be denied and coverage shall be cancelled if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing. The following changes apply to Section III. Coverages, Trip Cancellation and Trip Interruption

h) The Insured's Traveling Companion or Family Member, who are military personnel and who purchased coverage at the time the initial payment was made for the scheduled trip are called to emergency duty for a natural disaster including Military duty, the Insured has his/her leave revoked or the Insured is reassigned, the Insured or Traveling Companion being called into active military service by having his/her leave revoked.

### **ILLINOIS RESIDENTS:**

The following definitions are revised: "Accidental Injury" means Bodily Injury caused by an accident being the direct and independent cause in the loss. "Bodily Injury" means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of sickness, disease, or bodily infirmity, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of Your death or dismemberment within twelve months from the date of the Accident. The following definition is added: "Intoxication" is that which is defined by the laws of the state where the loss or cause of loss was incurred. The following sections are added to General Provisions:

**INSURANCE WITH OTHER COMPANIES.** If there is other valid coverage, not with this company, providing benefits for the same loss on other than an expense-incurred basis and of which this company has not been given written notice prior to the occurrence or commencement of loss, the only ability for such benefits under this policy shall be for such proportion of the indemnities otherwise provided hereunder for such loss as the like indemnities of which the company had notice (including the indemnities under this policy) bear to the total amount of all like indemnities for such loss, and for the return of such portion of the premium paid as shall exceed the pro-rata portion for the indemnities thus determined. **ARBITRATION.** An arbitration provision is not a substitute for a person's right to maintain a legal action if they so desire; and in no way affects or limits a person's ability to take legal action in a court of law, prior to voluntarily agreeing to enter into an arbitration proceeding. Any controversy or claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association and in accordance with the Uniform Arbitration Act within reasonable time limit (30 days after the parties agree to arbitrate their dispute is a reasonable time limit for selected and appointing independent arbitrators, 15 days is a reasonable time limit for an expedited review provision). The arbitration may be binding on both parties, but in all instances must be entered into on a voluntary basis. Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest. By voluntarily agreeing to enter into an arbitration proceeding, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in a court of law, except to the extent that Illinois law may provide for judicial review of arbitration proceedings.

**TIME PAYMENT OF CLAIMS.** Claims payable under this policy shall begin to be paid in period payments no later than the 30th day after You received notice of a health care selection. All subsequent payments will be made in accordance with the monthly periodic cycle. Failure to pay within such period shall entitle the payee to interest at the rate of 9% per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. Any required interest payments

shall be made within 30 days after the payment. The following Exclusion is deleted (3) participating in bodily contact sports. Exclusion (2) shall read: "War, invasion, hostilities between nations (whether declared or not), civil war;

### **KENTUCKY RESIDENTS:**

The Arbitration Provision is deleted in its entirety and replaced with the following:

**ARBITRATION.** If the Company and the Insured agree to Arbitration at the time of a loss, a claim arising out of or relating to the Policy, or its breach, will be settled by arbitration 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.

### **LOUISIANA RESIDENTS:**

The following changes apply to SECTION I. GENERAL PROVISIONS: The ARBITRATION Provision is deleted in its entirety and replaced by the following:

**ARBITRATION.** Notwithstanding anything in the Policy to the contrary, any claim arising out of or relating to the Policy, or its breach, may be settled by non-binding arbitration 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 Louisiana court having jurisdiction thereof. Arbitration will be by mutual consent by all affected parties. 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.

The MISREPRESENTATION AND FRAUD Provision is deleted in its entirety and replaced by the following:

**MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be void if, the Insured has concealed or misrepresented any fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, when applying for coverage. The fraud or misrepresentation must be made with the intent to deceive and must be material to the risk assumed for avoidance to occur.

The following changes apply to SECTION II. CLAIMS PROCEDURES AND PAYMENT

The following is added to the PAYMENT OF CLAIMS Provision Claims will be paid within thirty (30) days of satisfactory proof of loss is received by the Company or its agent.

All PROOF OF LOSS Provisions are deleted and replaced by the following: **PROOF OF LOSS.** The Insured must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of loss or as soon

as practicable thereafter. Failure to comply with these conditions shall not invalidate any claims under the Policy unless the insured's action or inaction prejudiced the Company in the presentation of a loss or caused the Company to incur a loss.

The following changes apply to SECTION III. COVERAGES:

The following applies to all Policy Sections:

The term "Domestic Partner" is deleted wherever used in this Individual Travel Policy.

### **MAINE RESIDENTS:**

The MISREPRESENTATION AND FRAUD Provision is revised as follows: **MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be denied or cancelled if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing.

### **MISSISSIPPI RESIDENTS:**

The following changes apply to Section I - GENERAL PROVISIONS The Legal Actions provision is deleted in its entirety and replaced by the following:

**LEGAL ACTIONS.** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

The ARBITRATION Provision is deleted in its entirety and replaced by the following:

**ARBITRATION.** If the Company and the Insured agree to arbitration at the time of a loss, a claim arising out of or relating to the Policy, or its breach, will be settled by nonbinding arbitration 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.

The Misrepresentation and Fraud provision is deleted in its entirety and replaced by the following:

**MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be void if, whether before or after a loss, the Insured has fraudulently concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing.

The following provision is added to Section I. GENERAL PROVISIONS:

**POLICY CHANGES:**

No change to this policy shall be valid unless approved by the Company and no agent has authority to change the policy or waive any of its provisions.

The following changes apply to Section II. CLAIMS PROCEDURES AND PAYMENT:

The Notice of Claim provision is deleted in its entirety and replaced by the following:

**NOTICE OF CLAIM.** Written notice of claim must be given by the Claimant (either the Insured or someone acting for the Insured) to the Company or its designated representative within thirty (30) days after

a covered loss first begins or as soon as reasonably possible. Notice should include the Insured's name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative. Upon receipt of a written notice of claim, the Company will furnish any forms required to file a proof of loss. If the Company fails to furnish such forms within fifteen (15) days after receipt of notice of claim, the claimant shall be deemed to have complied with proof of loss requirements upon submitting written proof of loss covering the occurrence within the timeframe for proof of loss outlined in the policy. The Payment of Claims provision is deleted in its entirety and replaced by the following:

**PAYMENT OF CLAIMS.** The Company, or its designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, the Company will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides the Company with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by the Company of the requested additional satisfactory documentation. If a claim is not denied by the Company for valid reasons within the above stated timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 1/2 %) per month from the date payment was due until final claim settlement or adjudication. Benefits for loss of life are payable to the Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) the Insured's spouse;
  - b) the Insured's child or children jointly;
  - c) an Insured's parents jointly if both are living or the surviving parent if only one survives;
  - d) an Insured's brothers and sisters jointly; or
  - e) the Insured's estate.
- All other claims will be paid to the Insured. In the event the Insured is a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to the Insured's legal guardian, committee or other qualified representative. All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured. Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The right to change the beneficiary is reserved for the Insured. The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other Insurance Policies. In no event will the Company reimburse the Insured for an amount greater than the amount paid by the Insured.

The Proof of Loss provision is deleted in its entirety and replaced by the following:

**PROOF OF LOSS.** The Insured must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall not invalidate or reduce any claims under the Policy if it was not reasonably possible to give proof within such time, provided such proof of loss is furnished as soon as a reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof was otherwise required.

The following provision is added to SECTION II. CLAIMS PROCEDURES AND PAYMENT:

If the age of the Insured has been misstated, all amounts payable under this Policy shall be what the actual premium paid would have purchased at the correct age.

The following is added to the Cancellation Provision:

If the Insured cancels, premium will be refunded on a short rate basis. If the Company cancels, premium will be refunded on a pro-rata basis.

The following changes apply to SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS:

Exclusion 9 is deleted in its entirety and replaced by the following:

9. Commission or the attempt to commit a felony by the Insured, Traveling Companion, to which a contributing cause was the Insured or Traveling Companion being engaged in an illegal occupation;

### **MISSOURI RESIDENTS:**

The LEGAL ACTIONS provision is deleted in its entirety and replaced by the following:

**LEGAL ACTIONS.** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than ten (10) years after the time required for giving proof of loss.

The NOTICE OF CLAIM provision is deleted in its entirety and replaced by the following:

**NOTICE OF CLAIM.** Written notice of claim must be given by the Claimant (either the Insured or someone acting for the Insured) to the Company or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that notice was then given as soon as reasonably possible thereafter.

Notice should include the Insured's name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

Upon receipt of the Insured's Notice of Claim, the Company will furnish the claimant such forms as are necessary for filing a Proof of Loss. If the Company fails to furnish such forms within fifteen (15) days of the receipt of a Notice of Claim, the claimant shall be deemed to have complied with the policy requirements for proof of loss upon the claimants timely submission of a written proof covering the occurrence and the extent of loss for which claim is being made.

The PROOF OF LOSS provision is deleted in its entirety and replaced by the following:

**PROOF OF LOSS.** The Insured must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that notice was then given as soon as reasonably possible thereafter.

The definition of Accidental Injury is deleted in its entirety and replaced by the following:

"Accidental Injury" means Bodily Injury caused by an accident being the direct and independent cause in the loss.

The definition of Dependent Child(ren) is deleted in its entirety and replaced by the following:

"Dependent Child(ren)" means the Insured's children, including a, stepchild, legally adopted child or foster child who is primarily dependent on the Insured for support and maintenance and is: (1) unmarried, (2) less than age 26 and (3) is a resident of the state in which the policy was issued.

The definition of "Hospital" is deleted in its entirety and replaced by the following:

"Hospital" means a facility that:

- (a) Is a legally constituted institution that operates pursuant to law;
- (b) operates primarily for the care and treatment of sick or injured persons on a resident or in-patient basis;
- (c) operates under the supervision of one (1) or more licensed Physicians;
- (d) provides 24 hour nursing service and has at least one registered 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, or convalescent home for the aged or similar institution.

### **NEBRASKA RESIDENTS:**

The following change applies to SECTION I. GENERAL PROVISIONS:

**ARBITRATION** is deleted in its entirety and replaced with the following:

**ARBITRATION.** Notwithstanding anything in the Policy to the contrary, if the Company and the Insured agree to arbitration at the time of a loss under the Policy, the claim arising out of or relating to the Policy, or its breach, will be settled by arbitration 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.

**DISAGREEMENT OVER SIZE OF LOSS** 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 the disagreement will be settled by appraisal if the Company and Insured agree in writing to the appraisal process. If agreement to appraise is reached, the Insured and the Company will 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 they choose. The Insured will share equally with the Company the cost for the arbitrator and the appraisal process.

### **NEVADA**

Exclusion 8 is deleted in its entirety.

### **NEW JERSEY**

All references in this form to the required number of days between loss and the date of the accident are changed to "no less than ninety (90) days from the date of the accident".

ALL Excess Insurance Limitation Provisions are deleted in their entirety.

The first paragraph of ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER (AIR ONLY) is deleted and replaced by the following:

## **[ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER (AIR ONLY)]**

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below, that occurs while the Insured is riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 90 days after the date of the Accident causing the loss. The Principal Sum is shown on the accompanying Schedule of Benefits. Accidental Death and Dismemberment – Common Carrier (Air Only) Coverage is not subject to the Pre-Existing Condition Exclusion.

## **NEW YORK RESIDENTS:**

"Domestic Partner" means a person who has registered as a Domestic Partner in a municipality that requires such registration or has provided Us with a signed and notarized Affidavit of Partnership in municipality that do not require such registration. The Affidavit will attest to the following: (a) Each person is 18 years of age or older and is mentally competent to consent to contract, (b) Neither one is married to or legally separated from anyone else, (c) They are not related by blood in a manner that would bar marriage under the laws of the state of New York, (d) They have been living together on a continuous basis prior to the date of application, and (e) Neither individual has been registered as a member of another domestic partnership within the last six months. Residency and citizenship do not apply to and are not requirements for coverage in relation to the Accidental Death & Dismemberment, Air Common Carrier Accidental Death & Dismemberment, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation, Repatriation of Remains, benefits. Subrogation is limited to situations in which the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable for expenses for which the Insurer paid benefits.

The definition of "Complication of Pregnancy" is revised to read: "Complication of Pregnancy" means: (1) conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall 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; and (2) nonelective caesarean 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. The Repatriation benefit is limited to the cost of transporting the body. Coverage for "embalming, cremation, and casket for transport" is deleted. Exclusion #1 is revised to read: Suicide or attempted suicide or intentionally self-inflicted injuries. The following exclusions are deleted: (6) Participation as a professional in athletics; (8) Being under the influence of drugs or intoxicants, unless prescribed by a Physician; (9) Commission or the attempt to commit a criminal act by You or Your Traveling Companion; (4) Participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest;

## **NORTH CAROLINA RESIDENTS:**

The Legal Action Provision is deleted in its entirety and replaced with the following:  
LEGAL ACTIONS. No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

The Subrogation provision is deleted.

The Excess Insurance Limitation is deleted in the entirety and replaced by the following:

### **EXCESS INSURANCE LIMITATION**

The Insurance provided by the Policy shall be in excess of all other valid and collectible insurance or indemnity other than private passenger auto no-fault benefits or third part liability insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.

The definition of "Pre-Existing Condition" is deleted in the entirety and replaced by the following:

"Pre-Existing Condition" means any injury, sickness or condition of You, a Traveling Companion, or You and/or Your Traveling Companion's Family Member for which within the one hundred eighty (180) day period prior to the effective date under the Policy (a) first manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Physician. Taking maintenance medications for a condition that is considered stable shall not be cause for Exclusion.

Exclusion 2 is deleted in its entirety and replaced by the following:

2. War, whether declared or not declared.

The definition of "Hospital" is revised by the addition of the following:

"Hospital also means:

1. A place that is accredited as a hospital by the Joint Commission on Accreditation of Hospitals, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).
2. A duly licensed State tax-supported institution, including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

## **NORTH DAKOTA RESIDENTS:**

The following revision is made to Section IV. GENERAL

### **DEFINITIONS:**

The definition of Dependent Children is deleted in its entirety and replaced by the following:

"Dependent Child(ren)" means [one of ] the Insured's children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 23 and primarily dependent on the Insured for support and maintenance; or (2) who is at least age 23 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

## **OKLAHOMA RESIDENTS:**

The following Fraud Statement is added:

Warning: Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, makes any claim for proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of felony.

The following change applies to Section I. GENERAL PROVISIONS  
The WHEN AN INSURED'S COVERAGE ENDS provision is deleted in its entirety and replaced by the following:

WHEN AN INSURED'S COVERAGE ENDS. An Insured's coverage will end at 12:01 am Standard Time on the date which is the earliest of the following:

- a) the day following the Scheduled Return Date as stated on the travel tickets;
- b) the day after the Insured returns to his/her origination point if prior to the Scheduled Return Date;
- c) the time the Policy terminates;
- d) The date the Insured cancels their Covered Trip;
- e) Any Trip that exceeds 365 days.

The following change applies to Section II. CLAIMS PRODEDURES AND PAYMENT

The Excess Insurance Limitation provision is deleted and replaced by the following:

The Legal Actions provision is deleted and replaced by the following:  
LEGAL ACTIONS - No legal action for a claim can be brought against the Company until sixty days the Company receives written proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving written proof of loss.

The following changes apply to Section IV. GENERAL DEFINITIONS

The definition of "Dependent Child(ren)" is deleted and replaced by the following:

"Dependent Child(ren)" means the Insured's children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on the Insured for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

Subject to the age limits stated above, and subject to providing the Company with written notice within 31 days of obtaining custody, a Dependent child also means the Insured Person's adopted child from the date the child is placed in the custody of the Insured Person and/or a child in the temporary care of the Insured Person pursuant to an interlocutory decree issued under Title 10 of the Oklahoma statutes during the pendency of an adoption proceeding regardless of whether a final decree of adoption is ultimately issued.

The following changes apply to Section V. GENERAL LIMITATIONS AND EXCLUSIONS

Exclusion 2 is deleted and replaced by the following:

2. War or any act of war whether declared or undeclared while serving in military service or any auxiliary thereto;

Exclusion 10 "Pregnancy and childbirth " is deleted.

For exclusions that apply to Baggage/Personal Effects, Baggage Delay

Exclusion 7 is deleted and replaced by the following:

7. War or any act of war whether declared or undeclared while serving in military service or any auxiliary thereto;

The Excess Insurance Limitation provision is deleted and replaced by the following: For losses which are not governed by the Coordination of Benefits Section of this Description of Coverage, when other benefits are available for the same loss, the order of payment for this policy and other policies in effect shall be in accordance with the benefits rules established by Oklahoma Administrative Code.

## **OREGON RESIDENTS:**

The ARBITRATION Provision is deleted in its entirety and replaced with the following:

ARBITRATION. Notwithstanding anything in the Policy to the contrary, if the Insured and Company mutually agree at the time of a loss under this Policy, a claim arising out of or relating to the Policy, or its breach, will be settled by arbitration 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.

The PROOF OF LOSS Provision is deleted in its entirety and replaced with the following:

**PROOF OF LOSS.** The Claimant must send the Company, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible. The Company will furnish claims forms to the Insured within fifteen (15) days of receipt of the Insured's proof of loss.

**AGREEMENT 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 at the time of the loss and both the Insured and the Company agree to appraisal, the disagreement will be settled by appraisal. The appraisal must occur in Oregon and according to Oregon law. After there is agreement to appraise, the Insured and the Company will 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 they choose. The Insured will share equally with the Company the cost for the arbitrator and the appraisal process.

Trip Cancellation and Trip Interruption are revised as follows:

f) If within 30 days of the departure of an Insured, a politically motivated Terrorist Attack occurs on foreign soil within a 1 mile radius of the territorial city limits of the foreign city to be visited by the program for which the Insured has registered and if the United States government has not issued a travel advisory indicating that Americans should not travel to a city named on the itinerary; The Terrorist Attack must occur after the Effective Date of the Insured's Trip Cancellation coverage.

The definition of "Domestic Partner" is deleted and replaced with the following:

"Domestic Partner" means an individual joined in a Domestic Partnership.

The Definition of "Domestic Partnership" is added as follows:

'Domestic Partnership' means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

## **PENNSYLVANIA RESIDENTS:**

The last paragraph of the CANCELLATION Provision is deleted and replaced by the following:

The Company will mail all notices of cancellation for nonpayment of premium thirty (30) days in advance prior to cancellation.

## **SOUTH DAKOTA RESIDENTS:**

The following revisions apply to SECTION I. GENERAL PROVISIONS:

The ARBITRATION provision is deleted in its entirety and replaced by the following:

**ARBITRATION.** Notwithstanding anything in the Policy to the contrary, upon the mutual agreement of the Company and Insured a claim arising out of or relating to the Policy, or its breach, will be settled by non-binding arbitration 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 and nothing in this provision will impair the right of either party to seek resolution in a court of law.

The DISAGREEMENT OVER SIZE OF LOSS provision is deleted in its entirety and replaced by the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the loss the Insured and the Company may mutually agree to a non binding appraisal. The Insured and the Company may 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. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser they choose. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. Both parties must agree on the appraisal outcome in order for it to be a final determination.

The last paragraph of the Cancellation by Company provision is deleted and replaced by the following:

The Company will mail all notices of cancellation for nonpayment of premium twenty (20) days in advance prior to cancellation.

The following changes apply to SECTION IV. GENERAL DEFINITIONS:

The definition of Pre-Existing Condition is deleted in its entirety and replaced by the following:

"Pre-Existing Condition" means any injury, sickness or condition of the Insured, Traveling Companion Family Member booked to travel with the Insured the Insured's and/or Traveling Companion's Family Member for which within the sixty (60) day period prior to the effective date of Trip Cancellation coverage under the Policy (a) manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Physician. The Pre-Existing Conditions exclusion is waived if the Insured enrolls in the Policy at the time the Insured pays the deposit required for their Trip (or within 10 days of the initial deposit) and the Insured purchases the Policy for the full cost of their Trip. Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

(a) the expiration of 12 consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition; or (b) the expiration of 12 consecutive months, beginning with the effective date of coverage.

Taking maintenance medications for a condition that is considered stable shall not be cause for Exclusion.

The following changes apply to SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS:

Exclusion 8 is deleted in its entirety and replaced by the following: "8. Expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony.

Exclusion 9 is deleted in its entirety and replaced by the following:

9. Commission of a felony by the Insured, Traveling Companion, or Family Member, whether insured or not;

The following changes apply to SECTION VI. COORDINATION OF BENEFITS:

Section VI. COORDINATION OF BENEFITS is deleted in its entirety. The EXCESS INSURANCE LIMITATION provisions, wherever shown in this policy are deleted in their entirety.

## **TENNESSEE RESIDENTS:**

The following revisions apply to SECTION I. GENERAL 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 the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than three (3) years after the time required for giving proof of loss.

The SUBROGATION provision is deleted in its entirety and replaced with the following:

**SUBROGATION.** In the event the Company makes payment to any person under this Policy, and subject to the terms and conditions of the Policy, the Company, to the extent thereof, shall be subrogated to all the rights of the person to whom such payment was made and shall be entitled to the proceeds of any settlement or judgment resulting from the exercise of any rights of recovery of such person against any person or organization legally responsible for the loss, including the proceeds recoverable from the assets of an insolvent insurer. Such recovery by the Company shall allow the Insured to recover legal fees he or she incurred in a third party situation.

The following revisions apply to SECTION II. CLAIMS

**PROCEDURES AND PAYMENT**

The PROOF OF LOSS Provision is deleted in its entirety and replaced with the following:

**PROOF OF LOSS.** The Claimant must send the Company, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof of loss within such time. Provided however, that such proof of loss is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required .

The following revisions apply to SECTION IV. GENERAL DEFINITIONS

The definition of ACCIDENT is deleted in its entirety and replaced with the following:

"Accident" means a sudden, unexpected, unintended event, but shall also include exposure resulting from a mishap to a conveyance in which the Insured is traveling.

The following revisions apply to SECTION V. GENERAL

**LIMITATIONS AND EXCLUSIONS:**

Exclusion 1 is deleted in its entirety and replaced with the following:

1. Suicide or attempt thereof, while sane or intentional self destruction or any attempt thereof while insane.

Exclusion 2 is deleted in its entirety and replaced with the following:

2. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war, participation in warlike operations;

## **TEXAS RESIDENTS:**

The provision CLAIMS PROCEDURES AND PAYMENT is amended by the addition of the following paragraphs:

The Claimant must send the Company, or its designated representative, proof of loss within ninety-one (91) days after a covered loss occurs or as soon as reasonably possible.

The Company shall, not later than the 15th day after receipt of such notice of a claim:

a) acknowledge receipt of the claim;

b) commence any investigation of the claim; and

c) request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the

claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

acknowledgement of the claim is not made in writing, the Company shall make a record of the date, means, and content of the acknowledgement.

The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a Claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim. Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

"Business Day" means a day other than a Saturday, Sunday, or holiday recognized by Texas.

If the Company notifies a claimant that the Company will pay a claim or part of a claim, the Company shall pay the claim not later than the fifth business day after the notice has been made. If the claimant conditions payment of the claim or part of the claim on the performance of an act, the Company shall pay the claim not later than the fifth business day after the date the act is performed.

The provision entitled "WHEN AN INSURED PERSON'S COVERAGE ENDS" is amended by the addition of the following:

Coverage will not end solely because a person becomes an elected official in Texas.

The LEGAL ACTIONS provision is replaced with the following:

Legal Actions: No action in any form can be brought after two years and one day after the loss.

The ARBITRATION provision is replaced with the following:

ARBITRATION. Notwithstanding anything in the Policy to the contrary if agreed to by the Company and insured at the time of the loss, a claim arising out of or relating to the Policy, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules.. 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.

The VALUATION provision is replaced by the following:

VALUATION (excluding jewelry). The Company will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation as determined by the Company. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

The following VALUATION provision is added:

VALUATION - JEWELRY. The Company will not pay more than the actual cost of replacing the jewelry item with one of like kind and quality.

The Collision Damage Waiver benefit is deleted in its entirety.

The exclusions applicable to Collision Damage Waiver and Renters Collision Insurance are deleted.

The duties in the event of loss applicable to Collision Damage Waiver and Renters Collision insurance are deleted.

## VERMONT RESIDENTS:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### VERMONT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following: TRAVEL PROTECTION PROGRAM

I. The Endorsement will attach to policy number LTP2007 and is effective on March 1, 2008:

II. The following revisions apply to SECTION I. GENERAL PROVISIONS:

The ARBITRATION Provision is deleted in its entirety and replaced with the following:

ARBITRATION. If the Company and Insured agree to arbitration at the time of a loss under this Policy, a claim arising out of or relating to the Policy, or its breach, will be settled by arbitration 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.

III. The following revisions apply to SECTION II. CLAIMS PROCEDURES AND PAYMENT

The following is added to the PAYMENT OF CLAIMS provision:

After claim settlement has been agreed upon by the claimant and the Company, the Company will mail payment in the agreed amount to the claimant and/or loss payee within ten (10) working days.

IV. This endorsement provides benefits under the certificate for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this endorsement, the civil union must be established in the state of Vermont according to Vermont law.

It is understood that Policy definitions and provisions designating

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- family member

and any other Policy definitions and provisions designating an insured under this certificate, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

All other terms and conditions of the Policy remain unchanged.

## WEST VIRGINIA RESIDENTS:

Under Section I - General Provisions, the Arbitration Provision is replaced with the following:

ARBITRATION. If the Company and the insured do not agree whether coverage is provided under this policy of insurance for a claim made by or against the insured, both parties may, by mutual consent, agree in writing to arbitration to the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator.

The two arbitrators will select a third arbitrator. If they cannot agree

upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located.

Local rules of law as to procedures and evidence will apply.

A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by us if coverage is found to exist. If coverage is not found, each party will:

- (a) pay its chosen arbitrator; and
- (b) bear the other expenses of the third arbitrator equally.

Under Section II - Claims Procedures and Payment, the Disagreement Over Size of Loss provision is replaced with the following: DISAGREEMENT OVER SIZE OF LOSS.

In case the insured and the Company shall fail to agree as to the actual cash value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand. The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then on request of the insured or the Company, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately actual cash value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with this company shall determine the amount of actual cash value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

## WISCONSIN RESIDENTS:

The following is added to the SUBROGATION provision under Section I. GENERAL PROVISIONS:

The insured must be made whole, taking into account comparative negligence, before the Company may retain amounts it has recovered.

## WYOMING RESIDENTS:

The following changes apply to SECTION I. GENERAL 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 the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than forty-eight (48) months after the date of discovery.

The ARBITRATION Provision is deleted in its entirety and replaced with the following:

ARBITRATION. Notwithstanding anything in the Policy to the contrary, if the Insured and Company agree in writing, at the time of a loss, a claim arising out of or relating to the Policy, or its breach, will be settled by arbitration 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. Also, nothing in this clause shall be construed to impair the rights of the Insured to appeal the Arbitration decision to a Wyoming court of law.