

# Worldwide Trip Protector Gold



## Comprehensive and Post Departure Plan Description of Coverage

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

T-3021 & 3022  
07/2006(Rev. 3)

### WORLDWIDE TRIP PROTECTOR GOLD DESCRIPTION OF COVERAGE Not applicable to Washington Residents.

#### Schedule of Coverage & Services

##### Part A - Travel Protection Maximum Benefits Per Person

Trip Cancellation*	Up to Trip Cost
Trip Interruption	Up to 150% of Trip Cost ( <i>\$1,000 Return Air only for Post Departure Plan</i> )
Missed Connection	\$300
Trip Delay	\$1,250 (\$150/day)

##### Part B - Baggage Protection

Baggage and Personal Effects	\$1,000
Baggage Delay	\$200

##### Part C - Medical Protection

Emergency Accident and Sickness Medical Expense	\$100,000
Emergency Evacuation and Repatriation of Remains	\$1,000,000

##### Part D - Travel Accident Protection

Accidental Death & Dismemberment	\$25,000
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##### Part E - Optional Travel Accident Protection

###### I - Optional Medical Protection

Additional Emergency Accident and Sickness Medical Expense	\$150,000
(For a total of \$250,000)	

###### II - Optional Collision Damage Waiver

Collision Damage Waiver	\$25,000
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###### III - Optional Flight Accident Protection

Accidental Death & Dismemberment Common Carrier (Air Only)	Up to the amount purchased
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Optional limits of \$100,000, \$250,000, \$500,000, or  
\$1,000,000 per person

\* Not applicable to the Post Departure Plan.

**Worldwide Assistance Services**  
are included with the purchase of your  
Worldwide Trip Protector Gold plan.

#### 14 day Free Look

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 \$5 administration fee). If past fourteen days, the plan cost in 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 covered 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 terminated or laid off from employment subject to three years of continuous employment at the place of employment where terminated.
- e) You or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, required to appear as a witness in a legal action, provided You or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer, subpoenaed, 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.
- f) Bankruptcy or Default of Your Travel Supplier which occurs more than 14 days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. 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 the Insured to transfer to another airline in order to get to the Insured's intended destination.
- g) 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.
- h) You or Your Traveling Companion who are military personnel, and are called to emergency duty for a disaster other than war.
- i) You or Your Traveling Companion being directly involved in

a traffic Accident substantiated by a police report, while en route to departure.

**j)** The death or hospitalization of Your Host at Destination.

**k)** Natural disaster at the site of Your destination which renders Your destination accommodations uninhabitable.

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 Company will not pay for additional charges which would not have been incurred had an Insured notified the Travel Supplier in the specified period. If the event prevents an Insured from reporting the cancellation, the 72-hour notice requirement does not apply; however, an Insured must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

**Trip Cancellation (not applicable to the Post Departure Plan):** non-refundable cancellation charges imposed by Your Travel Supplier and/or airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements; or the additional costs You may incur as a result of a change in the per-person occupancy rate of prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel. If Your Travel Supplier cancels Your Covered Trip, You are covered up to the cost of the ticket for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the airfare.

**Trip Interruption(Post Departure Plan - Return Air Only):** unused, non-refundable land or sea expenses prepaid to Your Travel Supplier and/or the airfare paid, to return home or reject the original Land/Sea Arrangements (limited to the cost of one-way Economy Fare 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; or the additional costs You may incur as a result of a change in the per-person occupancy rate of prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel.

**Trip Delay:** The Insurer will reimburse You for covered expenses on a one time basis, up to the maximum shown in the Schedule of Coverage and Services, if You are delayed en route to or from the covered trip for 6 or more hours due to a covered reason. Covered expenses include Your additional transportation cost to join the Trip or return home, including up to \$150 per day for reasonable additional expenses incurred for meals and lodging or any prepaid, unused, non-refundable land and water accommodations. Covered Reasons for travel delay are: Carrier-caused delay (including bad weather); You

or Your Traveling Companion being delayed by a traffic Accident while en route to a departure, in which You or Your Traveling Companion is directly or not directly involved; 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 inclement weather or any Common Carrier-caused delay. 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 and non-refundable payments for the unused portion of Your Cruise or Trip. 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 in the Schedule of Coverage and Services, if Your checked Baggage is delayed or misdirected by Common Carrier for more than 24 hours from the time You arrive at the destination stated on the ticket, except travel to final destination or Your place of residence. You must be a ticketed passenger of a Common Carrier.

## Part C - Medical Protection

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

**Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered 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 Physicians 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 the Insured's 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. 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. Covered Emergency Evacuation Expenses are those for Medically Necessary Transportation, including reasonable and customary 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 the Insured's 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.

The Insurer will also pay expenses to return You from the location to which You were Evacuated to Your return destination 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 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;

**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.

**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.

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

**To access Emergency Assistance, call the Assistance Company's operation center at: 800-494-9907 (within the United States and Canada) OR CALL COLLECT 603-898-8752 (from all other locations).**

**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.

## D - Travel Accident Protection

**Accidental Death & Dismemberment:** If You sustain an Injury while on the Trip, 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.

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

## Part E - Optional Travel Accident Protection

**Optional Collision Damage Waiver (not available to the residents of Oregon, Texas and Washington):** If the Insured rents a car while on the Covered Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within the Insured's control while in their possession, the Company will pay the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car, meaning purchase price less depreciation; or
- (c) The amount shown on the Schedule.

Coverage is provided to the Insured, provided the Insured and Traveling Companions are licensed drivers, and are listed on the rental agreement.

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

1. The Insured must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
2. The Insured must report the loss to the appropriate local authorities and the rental company as soon as possible;

3. The Insured must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
4. The Insured must provide the Company all documentation such as rental agreement, police report and damage estimate.

**Optional Accidental Death & Dismemberment Common Carrier (Air Only):** Air Common Carrier benefit applies to Injury sustained by You: (a) 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; (b) being struck or run down by an aircraft. 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.

**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.

## Worldwide Assistance Services

*Included with all plans*

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.

**For Worldwide Assistance and Concierge Services Only  
CALL TOLL FREE:**

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

**1-800-494-9907**

**OR CALL COLLECT**

**1-603-898-8752**

**(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.

## Exclusions

### The following exclusions apply to Parts A, C, D and E:

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

- 1) Suicide, attempted suicide, or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only) committed by You or Your Traveling Companion;
- 2) War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; Participation in any military maneuver or training exercise;
- 3) Participating in bodily contact sports; skydiving; hang gliding; parachuting; spelunking or caving; heliskiing; extreme skiing; mountaineering; any race; bungee cord jumping; and speed contest;
- 4) Participation as a professional in athletics;
- 5) Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6) Being under the influence of drugs or intoxicants unless prescribed by a Physician;
- 7) Commission or the attempt to commit a criminal act by You or Your Traveling Companion;
- 8) Pregnancy and childbirth (except for Complications of Pregnancy);
- 9) Dental treatment except as a result of Accidental Injury to sound, natural teeth;
- 10) Pre-Existing Conditions (except Emergency Evacuation and Repatriation of Remains), unless the policy is purchased within 14 days of the initial Trip deposit; for the full non-refundable cost of Your Trip; the booking for the covered 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 premium;
- 11) Mental or emotional disorders, unless hospitalized.

### 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:

1. Any obligation the Insured assumes under any agreement (except insurance collision deductible);
2. Rentals of trucks, campers, trailers, off-road vehicles, four-wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. Any loss which occurs if the Insured is in violation of the rental agreement;
4. Failure to report the loss to the proper local authorities and the rental company;
5. Damage to any other vehicle, structure or person as a result of a covered loss.

## Definitions

- 1) "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.
- 2) "Accidental Injury" means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the loss.
- 3) "Actual Cash Value" means purchase price less depreciation.
- 4) "Assistance Company" means the service provider with which the Insurer has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation
- 5) "Baggage" means luggage and personal possessions, whether owned, borrowed, or rented, taken by You on Your Trip.
- 6) "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.
- 7) "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.
- 8) "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.
- 9) "City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.
- 10) "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 policy.

**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, any vehicle with an original manufacturer's suggested retail price greater than \$25,000 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) "Host at Destination"** means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

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

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

**23) "The Insurer"** means Arch Insurance Company.

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

**25) "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.

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

**27) "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.**

- 28)** "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.
- 29)** "Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.
- 30)** "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.
- 31)** "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.
- 32)** "Strike" means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier
- 33)** "Terrorist Attack" means an incident deemed an act of terrorism by the U.S. government.
- 34)** "Travel Supplier" means tour operator, Cruise line, hotel, etc., who has made the land and/or sea arrangements.
- 35)** "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.
- 36)** "Trip" means prepaid Land/Sea Arrangements 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.
- 37)** "Unforeseen" means not anticipated or expected and occurring after the Effective Date of the policy.
- 38)** "Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.
- 39)** "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.

**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 the plan administrator.

## FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM PLEASE CONTACT:

**Travel Insured International, Inc.®**

**P.O. Box 280568**

**East Hartford, CT 06128-0568**

**Toll free at: 800-243-2440**

**You may also report a claim and obtain claim forms at [www.travelinsured.com](http://www.travelinsured.com)**

## 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.

**RECORDS.** As required by the Insurer, the participating organization must keep a record of the insurance for all Insureds. The Insurer can inspect these records while coverage is in effect and for one year after it ends or until final adjustment and settlement of claims hereunder, whichever is later.

**CLERICAL ERRORS.** The Insurer will not deny or cancel coverage on an Insured 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.

**CONTESTING THIS POLICY.** The Insurer relies on statements made by the participating organization in the application. If there is no fraud, the participating organization's statements: (a) are considered representations and not warranties; and (b) will not be used to void the policy or reduce any claim. The Insurer will not contest the policy after it has been in effect for two (2) years, except for fraud.

**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 an Insured shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this 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.

**SUBROGATION.** To the extent the Insurer pays for a loss suffered by an Insured, the Insurer will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured 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 an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Insurer.

**ASSIGNMENT.** This policy is not assignable but benefits may be assigned.

**CANCELLATION AND NON-RENEWAL.** Cancellation by the participating organization or Insured: The participating organization or Insured has the right to cancel this policy at any time by giving advance notice to the Insurer (stating when thereafter the cancellation shall be effective). Cancellation by the Insurer: The Insurer has the right to cancel this policy at any time and for any reason within the first sixty (60) days. The Insurer will mail all notice of cancellation thirty (30) days prior to the Effective Date of cancellation on a policy which has been in force sixty (60) days or less. A specific explanation for cancellation will be given. On a policy which has been in force sixty-one (61) days or more, the Insurer will mail advance notice of cancellation sixty (60) days prior to cancellation. After this policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons: (a) Non-payment of premium; (b) The policy was obtained through a material misrepresentation; (c) Any participating organization or Insured violating any of the terms and conditions of the policy; (d) The risk originally accepted has measurably increased; The Insurer will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

### **Non-renewal by the Insurer:**

The Insurer has the right to non-renew this policy effective on any annual policy anniversary date. All notices of non-renewal will be mailed to the participating organization or Insured at the last mailing address known to the Insurer, at least sixty (60) days prior to the Effective Date of non-renewal and shall provide a specific explanation of the reasons for non-renewal.

**POLICY TERM.** The period beginning on the Effective Date and continuing or a period indicated in the policy. The policy term shall automatically renew continuously for successive one-year periods (policy anniversary date), thereafter until cancelled or non-renewed pursuant to the terms of this policy.

**WHEN AN INSURED'S COVERAGE BEGINS.** All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at the location of the Insured, 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 the location of the Insured, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**WHEN AN INSURED'S COVERAGE ENDS.** An Insured's coverage ends at 11:59 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) the Insured's entire Trip is covered by the policy; and (b) the Insured's 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 the Insured reaches his/her 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 the Insureds 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.

**PREMIUM RATE CHANGE.** The Insurer has the right to change premium rates on any premium due date. The Insurer will give the participating organization thirty-one (31) days advance notice in writing of any such change. The Insurer can also change the rates when any change affecting rates is made in the policy.

**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 the Insured's estate, unless we receive a written request from the Insured designating a named beneficiary. 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 Insurer may make arrangement to pay claims to the Insured's 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 the Insured or someone acting for the Insured) 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 the Insurer's designated agent. Such notification should include the Insured's name, the Participating Organization's name and the policy 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 the Insured's 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 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) 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 the Insured. In the event the Insured is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to the Insured's 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 the Insured. 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 the Insured for an amount greater than the amount paid by the Insured.

**PHYSICAL EXAMINATION AND AUTOPSY.** The Insurer, or its designated representative, at their own expense, have the right to have the Insured 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 the Insured's property covered under this policy is lost, stolen, or damaged, the Insured 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.** The Insured 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. The Insured 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 the Insured or the Insurer can make a written demand for an appraisal. After the demand, the Insured and the Insurer 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 Insurer will pay the appraiser they choose. The Insured 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 #AIC-TRVL-P (2/03) 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 on file with American Group Travel Trust, BankNewport as Trustee. The use of a Trustee is not permitted in Kansas, New York, Oregon, Texas or Washington. In the event of any conflict between this Description of Coverage and the Master Policy, the Master Policy will govern.



a member of Arch Insurance Group

**24-Hour Emergency Assistance  
Telephone Numbers**

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International . . . . . **603-898-8752**

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

-KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL-

**State Exceptions**

**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 the Insured 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;

**KANSAS RESIDENTS:**

The Subrogation provision does not apply to medical, surgical, Hospital, or funeral expenses.

Legal Actions is revised as follows: “No legal action for a claim can be brought against us more than five (5) years after the time required for giving proof of loss.”

A Claim Forms provision was added: “The Insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss.

If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent to the loss for which claim is made.”

A Time of Payment of Claims provision was added to the policy:

“Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.”

A definition of “Usual, Customary, and Reasonable” was added to the policy: “charges commonly Used by Physicians in the locality in which care is furnished, as determined by the Administrator’s database (Ingenix, Medicaid, other) and updated at least every 6 months.”

The definition of Family Member is revised to read “Family Member” means Your 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.

Exclusion #7 is revised to read: “Commission or the attempt to commit a criminal act.”

**MARYLAND RESIDENTS:**

If this policy is financed by a premium financed by a premium finance company and we (the Insurer) or the premium finance company or the first named insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee, or nonrefundable charge filed with and approved by the insurance commissioner.

Legal Actions provision in the policy was revised to provide 3 years (not 2) for an insured to file a legal action against the insurance company. The Cancellation and Nonrenewal provision in the policy is revised to provide at least 45 days notice of cancellation by the company for any reason other than non-payment of premium. The provision is also revised to state that “All notices will be sent to the insured by certificate of mailing.”

**MISSOURI RESIDENTS:**

“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 death or dismemberment of the Insured within twelve months from the date of the Accident. Subrogation is not permitted in Missouri.

**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: (4) Participation as a professional in athletics; (6) Being under the influence of drugs or intoxicants, unless prescribed by a Physician; (7)

Commission or the attempt to commit a criminal act by You or Your Traveling Companion; (3) Participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest;

#### **OREGON RESIDENTS:**

**Trip Cancellation and Interruption: (d) is deleted**

**Trip Cancellation (g) is revised to read as follows:**

"A politically motivated Terrorist Attack outside the United States unless You deliberately traveled to such destination after the United States Government issued a 'do not travel' advisory for such destination."

**Trip Interruption (g) is revised to read as follows:** If there is a politically motivated Terrorist Attack in the City of Your program; coverage is provided for the cost of an economy one-way coach ticket not to exceed \$250, for the additional transportation required returning the covered person back to the City of departure. Once the program has begun, there is no provision for recovery of transportation, tuition, room and board, or other fees;

**Exclusion #2 is revised to read:** "War or act of war (whether declared or not);"

The following General Provisions sections are deleted: Records, Clerical Errors, Contesting This Policy, Legal Actions, Controlling Law, Cancellation and Non-Renewal, Policy Term, Premium, Amount of Premium, Mode of Premium, Premium Rate Change, and Claims.

**The following General Provisions sections have been revised:**

**MISREPRESENTATION AND FRAUD:** All statements and descriptions in any enrollment form for this policy by or in behalf of You or any other Insured, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealments of facts and incorrect statements shall not prevent a recovery under the policy unless the misrepresentations, omissions, concealments of fact, and incorrect statements: (a) Are contained in a written statement for the insurance policy, and a copy of such statement is attached to the insurance policy when issued; (b) Are shown by the Insurer to be material, and the Insurer also shows reliance thereon; and (c) Are either fraudulent or material either to the acceptance of the risk or to the Hazard assumed by the Insurer.

**ARBITRATION:** Notwithstanding anything in this policy to the contrary, any claim arising out of or relating to this contract, or its breach, may 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. Arbitration is by mutual consent by all parties and Oregon courts will have jurisdiction over such arbitration. 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 covered person is involved in the same dispute arising out of the same policy and relating to the same loss or claim, all such covered persons 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 covered persons to assert several, rather than joint, claims or defenses.

**NOTICE OF CLAIM:** Written notice of claim must be given by the Claimant (either You or someone acting on Your behalf) to the Insurer or its designated representative within fifteen (15) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name and the plan number. Notice should be sent to the Insurer's administrative office, at the address shown on the cover page of the policy, or to the Insurer's designated representative.

**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. Such request for appraisal will be by mutual consent and take place in Oregon according to Oregon law. 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. You pay for the appraiser selected 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.

#### **TEXAS RESIDENTS:**

The Legal Actions provision is revised to permit suits against the insurers within 2 years and one day after the loss.

The Cancellation and Nonrenewal provision is revised so that it states "The Insurer cannot cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official."

The following definitions are revised as follows:

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

Medical Evacuation/Repatriation benefit has been revised so that pre-approval is not required and cannot be a reason for denial of the benefit, but a 50% or \$500 penalty is permitted.

## Contact Us

### Questions About Your Plan?

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at 800-243-3174

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