



<b>SCHEDULE OF BENEFITS</b>	
<b>Plan: Online Vacation Center Custom Plan - 008</b>	
<b>We will provide the coverage described in this Policy and listed below.</b>	
<b>BENEFITS</b>	<b>MAXIMUM BENEFIT LIMITS</b>
	<b>Per Person</b>
Trip Cancellation	Trip Cost Insured: Up to 100% of Trip Cost Maximum Trip Cost: \$50,000 Maximum Trip Length: 90 Days
Trip Interruption	Up to 150% of the Trip Cost Limit
Airline Ticket Change Fee	Minimum delay of 12 hours \$200
Missed Connection	Minimum 3 hours delay Maximum \$500 per <b>Covered Trip</b>
Trip Delay	Minimum 6 hours delay Maximum of \$2,000 Daily Limit \$200
Baggage Delay	Minimum 12 hours delay \$200 Daily Limit of \$200 Primary Coverage
Baggage and Personal Effects	Up to \$1,500 per <b>Covered Trip</b> Per Article Limit: Up to \$250 Special Items Aggregate Limit: \$750 per <b>Covered Trip</b> Primary Coverage
Accidental Death and Dismemberment	Principal Sum: \$25,000
Travel Medical Expense	\$100,000 Deductible: \$0 Dental Expense Only: \$500 Advance Payment to Hospital: \$1,000 Primary Coverage
Emergency Medical Evacuation and Medically Necessary Repatriation (Emergency Evacuation and Repatriation)	5 Days Hospitalized to trigger additional benefits \$100,000
Repatriation of Remains	\$500,000
Pre-Existing Conditions Waiver	Included when conditions are met, see policy for details
Itinerary Change	\$50 Maximum per <b>Covered Trip</b>

**Assistance Company: Global Excel**  
**(866) 245-0380 Toll Free**  
**(305) 455-0307 Local**

**TERRITORY:** This **Policy** applies to an insured event anywhere in the world unless specifically limited by **Us** through endorsement or where the **Insured** or any beneficiary under this **Policy** is a citizen or instrumentality of the government or any country(ies) against which any laws and/or regulations governing this **Policy** and/or **Us** have established any embargo or other form of economic sanction which has the effect of prohibiting **Us** from providing insurance coverage, transacting business with or otherwise offering economic benefits to the **Insured** or any other beneficiary under this **Policy**. No benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this **Policy** and/or **Us**.

**TRAVEL INSURANCE POLICY**

**Plan: Online Vacation Center Custom Plan - 008**

This **Policy** is issued in consideration of enrollment and payment of the premium due. This **Policy** describes all of the travel insurance benefits underwritten by Starr Indemnity & Liability Company. This **Policy** is a legal contract between **You** (herein referred to as **You** or **Your**) and **Us**. It is important that **You** read **Your Policy** carefully. Insurance benefits vary from program to program. Please refer to the Schedule of Benefits. It provides **You** with specific information about the program **You** purchased.

**FREE LOOK**

**You** may cancel insurance under the **Policy** by giving **Our Administrator** or **Us** written notice of cancellation within 14 days from the date **Your Policy** is purchased. If **You** have not yet departed on **Your Trip** and **You** have not filed a claim under the **Policy**, **We** will refund **Your** premium paid. After this 14 day period, the premium is non-refundable.

After this 14 day free look, the payment for this **Policy** is non-refundable, except in the following circumstances:

- a. The **Travel Supplier** cancels or changes the dates of **Your Covered Trip** and all penalties are waived. **Your** premium is refunded on a pro rata basis; or
- b. **Your** death. **We** will refund **Your** premium paid.

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**SECTION I. GENERAL DEFINITIONS**

**Accident** means an event that:

- a. Is sudden, unexpected, unusual, and specific; and
- b. Occurs at an identifiable time and place during the **Covered Trip**.

Accident also includes a mishap to a conveyance in which **You** are traveling.

**Accidental Injury** means:

- a. Bodily injury caused by an **Accident**, directly and independently of all other causes; and
- b. Sustained on or after the **Effective Date**; and
- c. Sustained on or before the **Scheduled Return Date**.

Benefits for **Accidental Injury** will not be paid for any **Loss** caused by **Sickness** or other bodily diseases or infirmity.

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

**Actual Departure Date** means the date on which **You** leave on the **Covered Trip**.

**Administrator** means the organization with whom **We** have contracted to service **Your Policy**.

**Adventure Activities** means leisure and non-professional sports activities in:

- a. Mountain climbing up to 10,000 feet;
- b. Scuba diving for **Qualified Divers** up to a maximum depth of 40 meters (131 feet);
- c. Scuba diving for **Unqualified Divers** up to a maximum depth of 30 meters (98 feet);
- d. Snorkeling;
- e. White or black water rafting (Grades 1 – 4);

- f. Water skiing;
- g. Off-trail and back country skiing and snowboarding
- h. Snowmobiling;

**Assistance Company** means the service provider with whom **We** have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

**Baggage** means luggage and personal effects and possessions whether owned, borrowed or rented, and taken by **You** on the **Covered Trip** including:

- a. Traveling documents;
- b. Musical instruments.

**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.

**Business Equipment** means property that is used in trade, business or for the production of income; or property or components of goods that are offered for sale or trade, including but not limited to:

- a. Printed business documents;
- b. Meeting agendas;
- c. Sales presentations;
- d. Product samples;
- e. Laptops;
- f. Visual aids;
- g. Projectors; or
- h. Electronics.

Coverage applies to the items that are owned by **You**, or by the business, or rented for use on the **Covered Trip**.

**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.

**Cancellation Penalties** means **Trip Costs**:

- a. Which are not refundable by the **Travel Supplier**, or are subject to restrictions;
- b. Which are paid by **You** or on **Your** behalf prior to **Your Covered Trip Departure Date**;
- c. Which **You** are or later become obligated to pay as a result of cancelling or interrupting the **Covered Trip**;
- d. Which are identified by **You** during enrollment; and
- e. For which insurance was purchased.

These will also include any subsequent pre-paid **Payments or Deposits** paid by **You** or on **Your** behalf for the same **Covered Trip**. However, **You** must notify **Us** of these payments and pay the additional cost within 15 days of **Initial Trip Payment**.

**Checked Baggage** means a piece of **Baggage** for which a claim check has been issued to **You** by a **Common Carrier**.

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

**Change in Your Trip Itinerary** means that **Your Trip** has a documented change from the scheduled itinerary.

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

**Common Carrier** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**Complications of Pregnancy** means conditions requiring **Hospital** admission whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include:

- a. Acute nephritis;
- b. Nephrosis;
- c. Cardiac decompensation;
- d. Missed abortion;
- e. Nonelective cesarean section;
- f. Ectopic pregnancy which is terminated;
- g. Spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible; and
- h. Similar medical and surgical conditions of comparable severity.

**Complications of Pregnancy** do not include:

- a. False labor;
- b. Occasional spotting;
- c. **Physician**-prescribed rest during the period of pregnancy;
- d. Morning sickness;
- e. Hyperemesis gravidarum;
- f. Preeclampsia; and
- g. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct **Complication of Pregnancy**.

**Confirmation** means the written **Reservation of Travel Arrangements** at a **Destination**.

**Covered Expenses** means expenses incurred by **You** that are:

- a. For **Medically Necessary** services, supplies, care or treatment;
- b. Due to a **Covered Sickness** or **Accidental Injury**;
- c. Prescribed, performed or ordered by a **Physician**;
- d. **Reasonable and Customary Charges**;
- e. Incurred while insured under the **Policy**; and
- f. That do not exceed the maximum limits shown on the Schedule of Benefits for the relevant stated benefit.

**Covered Sickness** means an illness or disease that is diagnosed or treated by a **Physician** on or after the **Effective Date** and while **You** are covered under the **Policy** in accordance with the terms and provisions of this **Policy**.

**Covered Trip** means a **Trip** for which **You** request insurance coverage and pay the required premium and includes:

- a. **Prepaid Land/Sea/Air Arrangements**; and
- b. Flight connections to join or depart such **Land/Sea/Air Arrangements**. Such flights must be scheduled to commence within 1 day of the **Land/Sea/Air Arrangements**, and the date of travel shown on **Your Confirmation** letter for which **You** purchased this plan.

Travel must be more than 100 miles from **Your Primary Residence**. Maximum **Covered Trip** duration is shown on the Schedule of Benefits.

**Deductible** means the dollar amount **You** must contribute to the **Loss**.

**Default** means a material failure or inability to provide contracted services due to financial insolvency.

**Departure Date** means the date on which **You** are scheduled to leave on the **Covered Trip**. This date is specified in the travel documents.

**Dependent Child(ren)** means **Your** child(ren), including an unmarried child, stepchild, legally adopted child or foster child who is:

- a. Less than age 19 or at least age 19 but less than age 23 and regularly attends an accredited school or college; and
- b. Who is primarily dependent on **You** for support and maintenance.

**Destination** means any place **You** are scheduled to travel to on **Your Covered Trip**, as shown on the travel documents.

**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 6 continuous months prior to the **Effective Date**.

**Economy Fare** means the lowest published rate for an economy ticket.

**Effective Date** means the date and time **Your** coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the **Policy**.

**Emergency Medical Evacuation** means that the **Assistance Company** has determined that **Your** medical condition warrants immediate **Transportation**. Such **Transportation** will be from the place where **You** are **Injured** or **Sick** during a **Covered Trip** to the nearest **Hospital** where appropriate medical treatment can be obtained.

**Emergency Sickness** means an illness or disease that is diagnosed by a legally licensed **Physician** and that meets all of the following criteria:

- a. 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;
- b. the severe or acute symptom occurs suddenly and unexpectedly; and
- c. the severe or acute symptom occurs while **Your** coverage is in force and during **Your Covered Trip**.

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

**Epidemic** means an outbreak of a contagious illness or disease that spreads rapidly and widely and has been identified as an epidemic by the Centers for Disease Control (CDC) or World Health Organization (WHO).

**Escort** means a medically trained professional who is approved by **Us** and is contracted to accompany and provide medical care to an ill or **Injured** person while they are being transported.

**Experimental or Investigative** means treatments, devices or prescription medications which are recommended by a **Physician**. **Experimental or Investigative** does not include treatments, devices or prescription medications considered by the medical community as a whole to be unsafe and ineffective for the condition for which they are being used. This includes any treatments; procedures; facilities; equipment; drugs; drug usage; devices; or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time of services are rendered.

**Golf/Golf Course** means the recreation of playing **Golf** on an officially registered **Golf** course measuring over 4,000 yards with a par rating of at least 68 for 18 holes of play, which is accessed by a **Prepaid** use **Ticket** for rounds, play time, and/or use or admission. This does not include miniature, executive or par-3 courses.

**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 1 or more **Physicians** available at all times;
- d. Provides 24 hour nursing service and has at least 1 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;

- f. Is not primarily a nursing care facility, rest home, convalescent home or similar establishment or any separate ward, wing or section of a **Hospital** used as such; and
- g. Is not a treatment or rehabilitation facility for drug addiction or alcohol abuse.

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

**Hotel/Motel** means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and **Reservations** are required.

**Immediate Family Member** means **Your** or **Your Traveling Companion's**:

- a. **Spouse**, civil union partner or **Domestic Partner**; or
- b. **Dependent Child**.

**Inaccessible** means **You** cannot reach **Your Destination** by the original mode of **Transportation**.

**Inclement Weather** means any **Severe Weather** condition that delays the scheduled arrival or departure of a **Common Carrier**.

**Initial Trip Payment** means the first **Payment or Deposit** made to **Your Travel Supplier** toward the cost of **Your Covered Trip**, regardless of whether this payment is refundable. A "good faith deposit" or a "holding payment" is not considered the **Initial Trip Payment** until the payment is applied to confirmed dates of travel. The date the **Initial Trip Payment** is made will be day 1 of the period during which additional insurance options may be purchased.

**Injury or Injured** means:

- a. A bodily **Injury** caused by an **Accident** occurring while **Your** coverage under this **Policy** is in force; and
- b. Resulting directly and independently of all other causes of **Loss** covered by this **Policy**.

The **Injury** must be verified by a **Physician**.

**Insured** means a person who has enrolled for insurance under this **Policy**.

**Land/Sea/Air Arrangements** means **Your** land, sea, and/or air arrangements booked through the **Travel Supplier** for **Your Covered Trip**.

**Loss** means an **Injury** or **Unforeseen Event** or incident (subject to the exceptions contained in the following sentences) sustained by **You** as a direct result of one or more of the events against which **We** have undertaken to compensate **You**. **Loss** does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages.

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

- a. Essential for diagnosis, treatment or care of the **Accidental Injury** or **Covered Sickness** for which it is prescribed or performed;
- b. Meets generally accepted standards of medical practice; and
- c. Ordered by a **Physician** and performed under his or her care, supervision or order.

**Necessary Personal Effects** means items such as clothing and toiletry items that are included in **Your Checked Baggage** and are required for the **Your Covered Trip**. **Necessary Personal Effects** do not include jewelry, perfume or alcohol.

**Pandemic** means an **Epidemic** over a wide geographic area that affects a large portion of the population and has been identified as a pandemic by the Centers for Disease Control (CDC) or World Health Organization (WHO).

**Payments or Deposits** means the cash, check or credit card amounts actually paid for **Your Covered Trip**. **Payments or Deposits** do not include certificates; vouchers; frequent traveler rewards; miles or points; discounts and/or credits applied (in part or in full) towards the cost of **Your Covered Trip**.

**Physician** means a licensed health care provider of medical, surgical or dental services acting within the scope of his or her license and rendering care or treatment to **You** that is appropriate for **Your** medical condition(s) and locality where the services are provided. The treating **Physician** may not be **You**, a **Traveling Companion** or an **Immediate Family Member**.

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

**Pre-Existing Condition** means a medical condition of **You**, **Your Traveling Companion** or **Your Immediate Family Member**, booked to travel with **You**, for which medical advice or treatment was received within the 90 day period ending on the **Effective Date** or symptoms of which would cause an ordinarily prudent person to seek medical advice or treatment for that medical condition. Pre-Existing Condition also includes a pregnancy existing on the **Effective Date**.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

- a. Between a brand name and a generic medication with comparable dosage; or
- b. An adjustment to insulin or anti-coagulant dosage.

**Prepaid** means **Payments or Deposits** paid by **You** to a **Travel Supplier** for **Travel Arrangements** for **Your Covered Trip** prior to **Your Actual Departure Date** or **Scheduled Departure Date**. **Payments or Deposits** for shore excursions; theater; concert or event **Tickets** or fees; or sightseeing, if such arrangements are made during **Your Covered Trip** and are to be used prior to the **Scheduled Return Date** of **Your Covered Trip** are not considered **Prepaid** as defined herein.

**Primary Residence** means **You** or **Your Traveling Companion's** fixed, permanent and main home for legal and tax purposes.

**Qualified Diver** means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

**Quarantine** means a mandatory confinement, intended to stop the spread of a contagious disease to which **You** or **Your Traveling Companion** may have been exposed. **Quarantine** does not include stay at home, shelter in place or other similar orders issued to the general public by local, state, or federal authorities.

**Reasonable Additional Expenses** means expenses for:

- a. Meals;
- b. Essential telephone calls;
- c. Local **transportation** (taxi fares, mass transit, rental vehicle, etc.);
- d. Parking costs;
- e. Internet usage fees; and
- f. Lodging,

which are necessarily incurred as the result of a **Trip** delay and which are not provided by the **Common Carrier** or any other party free of charge.

**Reasonable and Customary / Reasonable and Customary Charges** means an expense that:

- a. Is charged for treatment, supplies or **Medically Necessary** services to treat **Your** condition;
- b. Does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and



c. Does not include charges that would not have been made in the absence of insurance.  
In no event will the **Reasonable and Customary Charges** exceed the actual amount charged.

**Refund** means:

- a. Cash returned to **You** by the supplier;
- b. Any credit or voucher for future **Events You** receive or are entitled to receive from the supplier; or
- c. Any credits, recoveries or reimbursements **You** receive or are entitled to receive from **Your** employer, another insurance company, a credit card issuer or any other institution.

**Reservation** means a confirmed **Stay** at a **Hotel**, resort, per kennel with a confirmed arrival date and a confirmed **Departure Date** made through the **Travel Supplier, Travel Arranger**.

**Return Date** means the date on which **You** are scheduled to return to the point where the **Covered Trip** started or to a different specified **Return Destination**. This date is specified in the **Covered Trip** itinerary.

**Return Destination** means **Your Primary Residence** or the place to which **You** expect to return from **Your Covered Trip** as shown in the **Covered Trip** itinerary .

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

**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** or to **Your Primary Residence** from a **Covered Trip**.

**Severe Weather** means hazardous weather conditions including but not limited to windstorms; hurricanes; tornadoes; fog; hailstorms; rainstorms; snowstorms; or ice storms.

**Sickness** means an illness or disease diagnosed or treated by a **Physician** after **Your Effective Date** under this **Policy**. **Sickness** does not include mental, nervous or psychological disorder.

**Sportsman's Equipment** means:

- a. Hunting equipment including, but not limited to guns, bows and arrows;
- b. Fishing equipment including, but not limited to rods, reels and tackle;
- c. Ski gear, including, but not limited to skis, ski poles, ski bindings, boots and snowboards;
- d. **Golf** equipment including, but not limited to golf clubs and golf balls; and
- e. Any other similar gear or equipment utilized by **You** for similar activities during the **Covered Trip**. This includes such equipment that is used by **You** on **Your Covered Trip** whether owned, borrowed or rented.

**Spouse** means **Your** legal spouse, civil union partner, or **Domestic Partner**.

**Strike** means a stoppage of work:

- a. Announced, organized and sanctioned by a labor union; and
- b. That interferes with the normal departure and arrival of a **Common Carrier**.

**Strike** specifically includes work slowdowns and sickouts.

**Terrorist Incident** means an act of violence that is deemed terrorism by the U.S. Department of State, or that is committed by any person acting on behalf of, or in connection with, any organization which is classified as a Foreign Terrorist Organization by the U.S. Department of State. The following are not considered **Terrorist Incidents**: an act of war (declared or undeclared), **Civil Disorder**, or riot. Not all acts of violence, even when committed by known terrorist organizations, are considered **Terrorist Incidents** for the purpose of this definition. Any act of violence will only be declared a **Terrorist Incident** if/when the US Department of State declares it so.

**Transportation** means any land, sea or air conveyance required to transport **You** during an **Emergency Medical Evacuation**. Transportation includes, but is not limited to, **Common Carrier**; air ambulances; land ambulances; and private motor vehicles.

**Travel Arrangements** means:

- a. **Transportation**;
- b. Accommodations; and
- c. Other specified services arranged by the **Travel Supplier** or **You** or others for **Your Covered Trip**.

**Travel Arranger** means the agent or agency that is responsible for ordering and making financial exchange for **Travel Arrangements**.

**Traveling Companion** means person(s) named and traveling under the same **Reservation** as **You** (to a maximum of six (6) persons including **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.

**Travel Supplier** means any entity that provides travel services or **Travel Arrangements**.

**Trip** means a period of travel at least 100 miles from **Your Primary Residence** for a trip duration as shown on the Schedule of Benefits. **Your Trip** must have a defined **Departure Date** and **Return Date**.

**Trip Cost** means dollar amount of **Trip Payments or Deposits**, which are subject to **Cancellation Penalties**, paid by **You** prior **Your Covered Trip Departure Date**. The **Trip Cost** is specified in the Schedule of Benefits provided by **Your Travel Supplier**.

**Trip Payments or Deposits** means the total **payment or deposit** made to **Your Travel Supplier** toward the cost of **Your Covered Trip**, regardless of whether this payment is refundable.

**Unforeseen** means not anticipated or expected.

**Unforeseen Event** means an event that is not an anticipated or expected occurrence.

**Uninhabitable** means:

- a. The building or structure itself is unstable and there is a risk of collapse in whole or part;
- b. There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;
- c. Immediate safety hazards have yet to be cleared, such as debris or downed electrical lines;
- d. The property is without electricity, gas, sewer service or water for twenty-four (24) hours or more; or
- e. Local government authorities have issued a mandatory evacuation.

**Unqualified Diver** means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors

**Unused** means **Your** financial **Loss** of any whole, partial or prorated **Prepaid** non-refundable components of a **Covered Trip** that are not depleted or exhausted, including award travel expenses.

**We, Us, Our** means Starr Indemnity & Liability Company and its agents.

**You** and **Your** means the **Insured**.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**SUIT AGAINST US:** No legal action related to a claim can be brought against **Us** until 60 days after **We** receive Proof of Loss. No legal action related to a claim can be brought against **Us** unless: (1) there has been full compliance with all of the terms of this **Policy**; and (2) no more than 2 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** **Your** coverage shall be void if, whether before or after a **Loss**:

- a. **You** have concealed or misrepresented any material fact or circumstance concerning the **Policy**;
- b. **You** have concealed or misrepresented the subject of the **Policy** thereof or **Your** interest therein; or
- c. if **You** commit fraud or material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** To the extent **We** pay for a **Loss** suffered by **You**, **We** will take over the rights and remedies **You** had relating to the **Loss**. **You** must help **Us** to preserve **Our** rights against those responsible for the **Loss**. This may involve signing any papers and taking any other steps **We** may reasonably require. If **We** take over **Your** rights, **You** (or **Your** designated representative if a minor) must sign an appropriate subrogation form supplied by **Us**. Failure to comply with this provision could void or limit coverage. **We** will not retain any payments until **You** have been made whole with regard to any claim payable under the **Policy**.

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

**PREMIUM:** The required premium must be paid to **Us**, **Our** agent or to the **Travel Supplier** prior to the **Scheduled Departure Date** of the **Covered Trip**.

**INSURANCE WITH OTHER INSURERS:** If there is other valid coverage with another insurer that provides coverage for the same **Loss**, **We** will pay only the proportion of the **Loss** that **Our** limit for that loss bears to the total limit of all insurance covering that **Loss**, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

**ENTIRE CONTRACT:** This **Policy** and any attachments represent the entire contract between **You** and **Us**.

### SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**ELIGIBILITY:** Each **Insured** must enroll for his or her own insurance and pay any premium due. If a minor **Dependent Child** is traveling with **You**, **You** must complete an application for the child and pay any premium due. If accepted by **Us**, each person will become an **Insured**. **You** must be a U.S. resident to purchase this **Policy**.

**EFFECTIVE DATE AND POLICY TERM:** The **Effective Date** of **Your Policy** is shown in the confirmation of insurance.

#### **When Your Coverage for Benefits Begins:**

Subject to payment of any premium due:

- a. For Trip Cancellation: **Coverage** begins at 12:01 A.M. local time, at **Your** location on the day after the required premium for such coverage is received by **Us** or **Our Administrator** or **Travel Supplier** as shown in the **Confirmation**. Coverage ends at the point and time of departure on **Your Scheduled Departure Date**.
- b. For Trip Delay: **Coverage** is in force while en route to the **Covered Trip** from **Your** home and also while en route from the **Covered Trip** to **Your** home.
- c. For all other coverages: **Coverage** begins at the later of the time of **Your** departure on the **Scheduled Departure Date**; or **Your** actual departure for **Your Covered Trip**.

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

Coverage is effective for the stated term shown in the **Confirmation**. In addition, **Your** coverage will end at 11:59 P.M. local time on the earliest of the following dates:

- a. the date **You** cancel **Your Covered Trip**;
- b. the **Scheduled Return Date** as stated on the travel tickets;
- c. the date **You** return to **Your** origination point if prior to the **Scheduled Return Date**; or

- d. the date **You** leave or change **Your Covered Trip** (unless due to **Unforeseen** and unavoidable circumstances covered by the **Policy**).

If **You** extend the **Return Date**, coverage will terminate at 11:59 P.M., local time, at **Your** location on the **Scheduled Return Date**.

**EXTENDED COVERAGE:**

All coverage under the **Policy** except Trip Cancellation and Trip Cancellation for Any Reason will be extended if:

- a. **Your** entire **Covered Trip** is covered by the **Policy**; and
  - b. **Your** return is delayed by an **Unforeseen Event** specified under Trip Cancellation, Trip Interruption or Trip Delay.
- If coverage is extended for the above referenced reasons, coverage will end on the earliest of:
- a. the date **You** reach **Your Return Destination**; or
  - b. 7 days after the date the **Covered Trip** was scheduled to be completed, unless **Hospitalized. Emergency Medical Evacuation**, if required, would be covered.

**SECTION IV. COVERAGES**

**We will provide the coverage described in this Policy only if it is listed on the Schedule of Benefits.**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

**We** will pay benefits for **Accidental Injuries** resulting in a **Loss** as described in the below Table of Losses, that occurs while **You** are on a **Covered Trip**. The **Loss** must occur within 365 days after the date of the **Accident** causing the **Loss**. The Principal Sum is shown in the Schedule of Benefits.

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

**TABLE OF LOSSES**

<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

**Loss** with regard to:

- a. Hand or foot, means actual complete severance through and above the wrist or ankle joints;
- b. Eye means an entire and irrecoverable **Loss** of sight; and

No benefit is payable for **Loss** resulting from or due to stroke, cerebral vascular or cardiovascular **Accident** or event; myocardial infarction (heart attack); coronary thrombosis or aneurysm.

**EXPOSURE:** **We** will pay benefits for covered **Losses** that result if **You** are unavoidably exposed to the elements due to an **Accident**. The **Loss** must occur within 365 days after the event that caused the exposure.

**DISAPPEARANCE:** **We** will pay benefits for **Loss** of life if **Your** body cannot be located one year after **Your** disappearance due to an **Accident**.

### AIRLINE TICKET CHANGE FEE

**We** will pay the amount shown on the Schedule of Benefits if **You** have to change the dates of **Your** airline ticket for the following reasons and the airline charges **You** a penalty or change fee:

- a. Any **Unforeseen Event** occurring on or after the Effective Date of the **Policy** listed under the Trip Cancellation and Trip Interruption benefits;
- b. **You** or **Your Traveling Companion** are delayed while en route to a departure by the minimum number of hours shown on the Schedule of Benefits before the scheduled time of departure due to **Inclement Weather**; or
- c. **Your** medical emergency or that of a **Traveling Companion** or an **Immediate Family Member**. The medical emergency requires a documented examination by a **Physician**.

### BAGGAGE DELAY

**We** will pay **You** for the expense of replacing **Necessary Personal Effects**, up to the maximum shown on the Schedule of Benefits, if:

- a. **Your Checked Baggage** is delayed or misdirected by a **Common Carrier** for more than the number of hours shown on the Schedule of Benefits; and
- b. while on a **Covered Trip**, except for return travel to **Your Primary Residence**.

This coverage is conditioned on **You** being a ticketed passenger on a **Common Carrier**. All claims must be verified by the **Common Carrier** who must certify the delay or misdirection. Receipts for the purchase or replacement of **Necessary Personal Effects** and must accompany any claim.

#### Baggage Delay Proof of Loss

**You** must provide **Us** or **Our Administrator** with the following:

- a. An incident report filed with the **Common Carrier** confirming the delay;
- b. Receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement;
- c. Documentation showing any received or expected settlements, refunds or credits for this **Loss** from any other party; and
- d. **You** must provide documentation of the delay or misdirection of **Baggage** by the **Common Carrier**.

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage Delay Benefit.

We will not provide benefits for any loss or damage to:

1. Animals;
2. Automobiles and automobile equipment;
3. Boats or other vehicles or conveyances;
4. Trailers;
5. Motors;
6. Motorcycles;
7. Aircraft;
8. Bicycles (except when checked as **Baggage** with a **Common Carrier**);
9. Eyeglasses, sunglasses or contact lenses;
10. Artificial teeth and dental bridges;
11. Hearing aids;
12. Prosthetic limbs;
13. Keys; money; stamps; securities; and documents;
14. Tickets for entertainment events or other source of leisure activities;
15. Art objects and musical instruments;
16. Consumables including medicines; perfumes; cosmetics; and perishables;
- 17. Professional or occupational equipment or property, whether or not electronic Business Equipment;**

**18. Sportsman's Equipment;**

19. Cellphones, computer and computer hardware or software; electronic computer devices; or
20. Property illegally acquired; kept; stored; or transported.

No benefits will be paid for any loss for, caused by, or resulting from:

1. Wear and tear or gradual deterioration;
2. Breakage of brittle or fragile articles;
3. Insects or vermin;
4. Inherent vice or damage while the article is actually being worked upon or processed;
5. Confiscation or expropriation by order of any government;
6. Radioactive contamination;
7. War or any act of war whether declared or not;
8. Property shipped as freight or shipped prior to the Scheduled Departure Date.
9. Delay or loss of market value;
10. Indirect or consequential loss or damage of any kind;
11. Theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. Electrical current including electric arcing that damages or destroys electrical devices or appliances; or
- 13. Mysterious disappearance.**

**BAGGAGE/PERSONAL EFFECTS**

**We** will pay **You** up to the maximum shown on the Schedule of Benefits for **Loss**, theft or damage to **Baggage** and personal effects, provided that **You, Your Traveling Companion** or **Your Immediate Family Member** has taken all reasonable measures to protect, save and/or recover the property at all times. The **Baggage** and personal effects must be owned by and accompany **You** during the **Covered Trip**. Original receipts and a police report from the local jurisdiction (in the event of theft) must be provided for reimbursement. **You** have checked **Your Baggage** with a **Common Carrier** and delivery is delayed, coverage for **Baggage** will be extended until the **Common Carrier** delivers the property.

There is a per article limit shown on the Schedule of Benefits. There is a combined maximum limit shown on the Schedule of Benefits for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sports equipment; radios; cameras, camcorders and their accessories and related equipment; and other electronic items.

**We** will pay **You** for fees associated with the replacement of **Your** passport during **Your Covered Trip**. Receipts are required for reimbursement. **We** 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 provided that **You** have complied with all credit card conditions imposed by the credit card companies. **We** will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of **Loss**, theft or damage to **Baggage** and personal effects; or
- (b) the cost of repair or replacement.

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage/Personal Effects Benefit.

**We** will not provide benefits for any **Loss** or damage to:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. bicycles (except when checked as **Baggage** with a **Common Carrier**);
9. eyeglasses, sunglasses or contact lenses;
10. artificial teeth and dental bridges;

11. hearing aids;
12. prosthetic limbs;
13. Keys; money; stamps; securities; and documents;
14. tickets for entertainment events or other source of leisure activities;
15. art objects and musical instruments;
16. Consumables including medicines; perfumes; cosmetics; and perishables;
17. professional or occupational equipment or property, whether or not electronic, **Business Equipment**;
18. cellphones, computer and computer hardware or software; electronic computer devices; or
19. Property illegally acquired; kept; stored; or transported.

Any **Loss** caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. breakage of brittle or fragile articles;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. property shipped as freight or shipped prior to the **Scheduled Departure Date**.
9. delay or loss of market value;
10. indirect or consequential loss or damage of any kind;
11. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. electrical current including electric arcing that damages or destroys electrical devices or appliances; or
13. mysterious disappearance.

#### **EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

**We** will pay, subject to the limitations set out herein, for covered **Emergency Medical Evacuation** expenses reasonably incurred if **You** suffer an **Accidental Injury** or **Emergency Sickness** that warrants **Your Emergency Medical Evacuation** while **You** are on a **Covered Trip**. Benefits payable are subject to the Maximum Benefit per **Insured** shown on the Schedule of Benefits for all **Emergency Medical Evacuations** due to all injuries from the same **Accident** or all **Emergency Sickness** from the same or related causes.

A legally licensed **Physician**, in coordination with **Our Assistance Company**, must order the **Emergency Medical Evacuation** and must certify that the severity of **Your Accidental Injury** or **Emergency Sickness** warrants **Your Emergency Medical Evacuation** to the closest adequate medical facility. The **Assistance Company** or **We** must review and approve the necessity of the **Emergency Medical Evacuation** based on the inadequacy of local medical facilities. The **Emergency Medical 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 Medical Evacuation** expenses are those for **Medically Necessary Transportation**, including **Reasonable and Customary** medical services and supplies incurred in connection with **Your Emergency Medical 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 **Our Assistance Company**.

**We** will also pay **Reasonable and Customary** expenses, for **Escort** expenses required by **You**, if:

- a. **You** are disabled during a **Covered Trip**; and
- b. an **Escort** is recommended in writing by an attending **Physician** and such expenses are pre-approved by **Our Assistance Company**.

In the event the **Emergency Medical Evacuation** is not approved by **Our** designated **Assistance Company** prior to the start of the evacuation, reimbursement may be limited to the amount **Our** designated **Assistance Company** would have authorized had the **Emergency Medical Evacuation** been approved.

If **You** are hospitalized for more than the number of days shown on the Schedule of Benefits following a covered **Emergency Medical Evacuation**, **We** will pay, subject to the limitations set out herein, for expenses:

- a. To return **You** to **Your Primary Residence** in the United States, with an attendant if necessary, any of **Your Dependent Children** who were accompanying **You** when the **Accidental Injury** or **Emergency Sickness** occurred and were left alone as a result of same. **Our** payment will not exceed the cost of a single one-way **Economy Fare**, less the value of applied credit from any **Unused** return travel tickets per person; and
- b. To bring 1 person chosen by **You** to and from the **Hospital** or other medical facility where **You** are confined if **You** are alone, but not to exceed the cost of 1 round-trip **Economy Fare**.

In addition to the above covered expenses, if **We** have previously evacuated **You** to a medical facility, **We** will pay **Your** airfare costs from that facility to **Your Primary Residence**, within 1 year from **Your** original **Scheduled Return Date**, less refunds from **Your Unused Transportation** tickets. Airfare costs will be **Economy Fare** or first class if **Your** original tickets are first class. This benefit is available only if it is not provided under another coverage in the Policy.

#### **Transportation of Spouse or Domestic Partner:**

If:

- a. **You** are confined to the **Hospital** for more than the number of days shown on the Schedule of Benefits;
- b. The attending **Physician** certifies that due to **Your Accidental Injury** or **Emergency Sickness**, **You** will be required to stay in the **Hospital** for more than the number of consecutive days shown on the Schedule of Benefits; or
- c. **You** die on the **Covered Trip** and require **Repatriation of Remains**,

**We** will return **Your Spouse** or **Domestic Partner** to **Your Primary Residence**. **Our** payment will not exceed the cost of a single one-way **Economy Fare**, less the value of applied credit from any **Unused** return travel ticket.

**Escort Service:** **We** will pay to return any of **Your Dependent Children** who were accompanying **You** at the time of **Your** Accidental Injury or Emergency Sickness back to **Your Primary Residence**, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way **Economy Fare**, less the value of any applied credit from any **Unused** return travel tickets for each person. The **Escort** service must be arranged and approved by **Us** or **Our Assistance Company**.

#### **ITINERARY CHANGE**

In the event a **Cruise** makes a **Change in Your Trip Itinerary** without **Your** approval after **Your** actual departure date, **We** will pay up to the Maximum Benefit shown on the Schedule of Benefits. The **Change in Your Trip Itinerary** must occur after **Your Effective Date**. Verification by the **Cruise** of the change in the scheduled **Trip Itinerary** will be necessary for claim payment.

Verification by the **Travel Supplier** of the change in the scheduled **Trip Itinerary** will be necessary for claim payment.

For purposes of this coverage, the following definition is added:

**Trip Itinerary** means a plan of travel for **Your Covered Trip** that is provided by the **Travel Supplier**.

#### **MISSED CONNECTION**

**We** will pay the benefit shown on the Schedule of Benefits if, during a **Covered Trip**, **You** missed a connecting flight by



the minimum number of hours stated on the Schedule of Benefits resulting from cancellation or delay of all regularly scheduled airline flights due to **Inclement Weather** or any delay caused by a **Common Carrier**. Benefits of up to the amount shown on the Schedule of Benefits are provided to cover:

- a. Additional transportation expenses needed for **You** to join the departed **Covered Trip**;
- b. Reasonable accommodations and meal expenses; and
- c. Non-refundable **Covered Trip** payments for the unused portion of **Your Covered Trip**.

Coverage is secondary to any compensation provided by a **Common Carrier**. Coverage will not be provided to **You** if **You** are able to meet **Your** scheduled connection departure but cancel **Your Covered Trip** due to **Inclement Weather**.

#### REPATRIATION OF REMAINS

**We** will pay the reasonable **Covered Repatriation Expenses** incurred to return **Your** body to **Your Primary Residence** if **You** die due to **Accidental Injury** or **Covered Sickness** during the **Covered Trip**, up to the maximum amount shown on the Schedule of Benefits.

**Covered Repatriation Expenses** include:

- a. The collection of the body of the deceased;
- b. The transfer of the body to a professional funeral home;
- c. Embalming and preparation of the body or cremation if so desired;
- d. Standard shipping casket;
- e. Any required consular proceedings;
- f. The transfer of the casket to the airport and boarding of the casket onto the plane;
- g. Any required permits and corresponding airfare; and
- h. The transfer of the deceased to their final destination.

All **Covered Expenses** must be approved in advance by **Our Assistance Company**.

**Escort Service:** **We** will pay to return any of **Your Dependent Children** who were accompanying **You** at the time of **Your** death back to **Your Primary Residence**, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any **Unused** return travel tickets for each person. The escort service must be arranged and approved by **Us** or **Our Assistance Company**.

#### TRAVEL MEDICAL AND DENTAL EXPENSE

**We** will pay **Reasonable and Customary Charges** up to the maximum limit shown on the Schedule of Benefits if **You** incur necessary **Covered Expenses** while on **Your Covered Trip** and as a result of an **Accidental Injury** or **Emergency Sickness** that first manifests itself during the **Covered Trip** and the initial documented treatment is given by a **Physician** during this **Trip**.

This coverage can be considered **Primary** up to the amount listed in the Schedule of Benefits.

**Covered Expenses** for this benefit include but are not limited to:

- a. The services of a **Physician** or registered nurse (R.N), and related test or treatment;
- b. Charges for **Hospital** confinement and use of operating rooms;
- c. **Hospital** or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or **Hotel/Motel** room, not already included in the cost of **Your Covered Trip**, if recommended as a substitute for a **Hospital** room for recovery from an **Emergency Sickness**);
- d. Charges for anesthetics (including administration);
- e. X-ray examinations or treatments, and laboratory tests;
- f. Ambulance service;
- g. Drugs; medicines; prosthetics; and therapeutic services and supplies; and
- h. Emergency dental treatment for the relief of pain.

**We** will pay benefits, up to the amount shown on the Schedule of Benefits, for emergency dental treatment for **Accidental Injury** to natural teeth while on **Your Trip**.

**We** will advance payment to a **Hospital**, up to the maximum shown on the Schedule of Benefits, if needed to secure **Your** admission to a **Hospital** during the **Covered Trip** because of **Accidental Injury** or **Emergency Sickness**.

**Adventure Sports Coverage:** Benefits will be paid up to the limit shown in the Schedule of Benefits, if **You** suffer an **Injury** while participating in **Adventure Activities**.

**Advance Payment:** If **You** require admission to a Hospital during a **Covered Trip** for an **Injury** or **Sickness**, **We** or **Our** designated representative will arrange advance payment, if required by the Hospital, directly to the **Hospital**. **Hospital** confinement must be certified as **Medically Necessary** by the onsite attending **Physician**.

This amount will be deducted from the Travel Medical Expense benefit limit shown in the Schedule of Benefits. **You** agree to reimburse this payment to **Us** if:

- a. **You** do not complete the claims process as outlined in the Payment of Claims section; or
- b. It is determined that **Your** Travel Medical Expense claim is not covered.

**We** will provide advance payment when required and requested by **You**. However:

- a. **We** reserve the right to deny a request for advance payment if **We** confirm that **Your** claim is not covered under the **Policy**; and
- b. An advance payment made by **Us** is not a guarantee of claim approval.  
Benefits for **Advance Payment** will not duplicate any other benefits payable under the **Policy**.

#### **Dental Covered Expenses**

If **You** suffer an **Injury** or a **Sickness** that requires emergency dental treatment by a Dentist, **We** will reimburse **You**, up to the amount shown in the Schedule of Benefits, for the following emergency dental expenses:

- a. Services and supplies for the relief of dental pain; and
- b. The repair or replacement of teeth or dental implants.

Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after **You** have reached **Your Return Destination**, regardless of the reason.

**Your** duties in the event of a **Loss**:

1. **You** must provide **Us** with all bills and reports for medical and/or dental expenses claimed;
2. **You** must provide any requested information related to the claimed expense(s), including but not limited to, an explanation of benefits from any other applicable insurance;
3. **You** must sign a patient authorization to release any information required by **Us**, to investigate **Your** claim.

#### **Travel Medical and Dental Expense Exclusions:**

In addition to the General Limitations and Exclusions, the following exclusions apply to the Travel Medical and Dental Expense Benefit. No benefits will be paid for any loss for, caused by, or resulting from:

1. Any service provided by **You**; a **Family Member**; or **Your Traveling Companion**;
2. Alcohol or substance abuse or treatment for the same;
3. **Experimental or Investigative** treatment or procedures;
4. Expenses incurred by any **Child** born during the **Covered Trip**;
5. Care or treatment which is not **Medically Necessary**, except for related reconstructive surgery resulting from trauma, infection or disease;
6. Routine physical examinations;
7. Repair or replacement of hearing aids; any type of eye glasses; contact lenses; or sunglasses;
8. Mental health care; or
9. Physical therapy or occupational therapy.

## TRIP CANCELLATION

**We** will reimburse **You**, up to the amount shown on the Schedule of Benefits, for Trip Cancellation **Covered Expenses**, if **You** are prevented from taking **Your Covered Trip** due to any of the **Unforeseen Events** listed below. The Event must occur before **You** depart on **Your Covered Trip** and while **Your** coverage is in effect under this **Policy**.

### **Trip Cancellation Covered Expenses:**

- a. Forfeited, **Prepaid**, non-refundable, and non-refunded published **Payments or Deposits** that **You** paid for **Your** unused **Trip**. Should **You** elect to reschedule **Your Trip** instead of cancelling, in lieu of covering these expenses **We** will pay for **Change Fees** charged by **Your Travel Supplier**.

**Special Conditions:** **You** must advise the **Travel Supplier** and **Us** as soon as reasonably possible in the event of a claim. **We** will not pay benefits for any additional charges incurred that would not have been charged had **You** notified the **Travel Supplier** and **Us** as soon as reasonably possible.

The following are the Unforeseen Events for Trip Cancellation:

### **Health and Family**

1. Any **Injury** or **Sickness**:
  - a. Suffered by **You**, **Your Traveling Companion** or **Your Immediate Family Member**, that is so disabling as to cause a reasonable person to cancel the **Covered Trip**.
  - b. Suffered by **Your Business Partner** that is so disabling as to cause **You** to cancel **Your Covered Trip** to assume daily management of the business. The **Injury** or **Sickness** must commence while coverage is in effect under this **Policy** and requires the in-person treatment by a **Physician** prior to cancellation;
  - c. Suffered by **You** or **Your Traveling Companion's** childcare provider. The **Injury** or **Sickness** must commence while coverage is in effect under this **Policy** and requires the in-person treatment by a **Physician** prior to cancellation, and there is no substitute for the childcare provider;
2. An **Accidental Injury** suffered by **You** that causes **You** to be medically unable to continue **Your Covered Trip's** activity(ies). An actual examination by a **Physician** must take place and the **Physician** must advise **You** to discontinue the **Trip's** activity(ies).
3. **Your** Death or the Death of **Your Traveling Companion** or **Your Immediate Family Member**.
4. Death of **You** or **Your Traveling Companion's Business Partner** or childcare provider provided there is no substitute for the childcare provider.
5. **You** or **Your Traveling Companion's** pregnancy or childbirth. The pregnancy must begin after the **Effective Date** and must be certified by a **Physician**.

### **Transportation and Accommodation**

6. A road closure causing a delay in reaching **Your Destination** for at least 24 hours.
7. **Strike** that causes complete cessation of travel services of **Your Common Carrier** for at least 24 consecutive hours.
8. **Bankruptcy** and/or **Default** of **Your Travel Supplier** that occurs more than 14 days following the **Effective Date**. Coverage is not provided for the **Bankruptcy** or **Default** of the agency from whom **You** purchased **Your Land/Sea Arrangements**. **Your Scheduled Departure Date** must be no more than 12 months beyond the **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**. This coverage only applies if the **Policy** was purchased within 14 calendar days of the **Initial Trip Payment**.

### **Weather**

9. **Inclement Weather; Natural Disasters; Terrorist Incident;** or the **Common Carrier's** mechanical breakdown that results in the complete cessation of travel services at the point of departure or **Destination** for at least 24 consecutive hours.
10. Mandatory evacuation ordered by local authorities at **Your Destination** due to a **Natural Disaster**. **You** must have 50% or less of **Your Covered Trip** remaining at the time the mandatory evacuation ends, in order for this benefit to be payable.
11. **Natural Disaster** or documented man-made disaster at the point of departure or **Your Destination** that renders **Your Primary Residence** or the accommodations at **Your Destination Uninhabitable**.

### **Legal**

12. **You** and/or **Your Traveling Companion** are required to serve on a jury; subpoenaed; required to appear as a witness in a legal action; provided **You** or **Your Traveling Companion** are not a party to the legal action or appearing as a law enforcement officer.

### **Personal Safety and Security**

13. A politically motivated **Terrorist Incident** that occurs within 30 days of **Your** departure and within 50 miles of a **City** listed on **Your** itinerary. The **Terrorist Incident** must occur on or after the **Effective Date of Your Trip Cancellation Coverage**.
14. A documented theft of passports or visas. Documented means that **You** have reported the theft to the local authorities.
15. **You** or **Your Traveling Companion** being directly involved in or delayed due to a traffic **Accident** substantiated by a police report, while en route to departure.
16. **You** and/or **Your Traveling Companion** are hijacked.
17. **You** and/or **Your Traveling Companion** are **Quarantined**.
18. A **Pandemic** is declared for a **City** listed on **Your** itinerary or **Your Destination**.
19. An **Epidemic** is declared for **Your** or **Your Traveling Companion's City of Principal Residence**.

### **Work/Military/School**

20. **You** or **Your Traveling Companion** are called to active military duty after the **Effective Date**.
21. **You** have, or **Your Traveling Companion** has, a previously approved military leave revoked or experience a military reassignment.

### **TRIP DELAY**

We will pay **You** additional expenses on a one-time basis, up to the maximum shown on the Schedule of Benefits, if **You** are delayed en route to or from **Your Covered Trip** for at least the number of hours shown on the Schedule of Benefits due to an **Unforeseen Event** For the Trip Cancellation and Trip Interruption benefits occurring on or after the **Effective Date** of the **Policy**.

Additional Expenses include:

- a. Any **Prepaid, Unused**, non-refundable **Land/Sea/Air Arrangements**;
- b. Any **Reasonable Additional Expenses** incurred (meals; accommodations; local transportation; and telephone calls);
- c. An Economy Fare from the point where You interrupted **Your Covered Trip** to a **Destination** where **You** can resume **Your Covered Trip**; or
- d. A one-way Economy Fare to return **You** to **Your** originally scheduled **Return Destination**.

### TRIP INTERRUPTION

**We** will pay a benefit, up to the maximum shown on the Schedule of Benefits, if **You** are prevented from continuing or resuming **Your Covered Trip** due to any of the **Unforeseen Events** listed below occurring on or after the **Effective Date** of the **Policy**.

#### Trip Interruption Covered Expenses:

- a. Forfeited; prepaid; non-refundable; and non-refunded published **Payments** that **You** paid for **Your** unused **Land/Sea/Air Arrangements**;
- b. Additional transportation expenses incurred to reach the **Return Destination**. Benefits will not exceed the cost of airfare (the same class airfare on which **You** were originally booked) less any **Refunds** paid or payable;
- c. Additional transportation expenses incurred by **You**, for travel by the most direct route to:
  - i. **Your** scheduled **Destination** if **Your** departure is delayed and **You** leave after the **Scheduled Departure Date** and time;
  - ii. Rejoin **Your Trip** in progress from the point where **You** interrupted **Your Trip**;

Benefits payable for additional transportation expenses will not exceed the cost of airfare (the same class airfare on which **You** were originally booked) less any **Refunds** paid or payable.

The following are the Unforeseen Events for Trip Interruption:

#### Health and Family

1. Any **Injury** or **Sickness**:
  - a. Suffered by **You**; **Your Traveling Companion**; **Immediate Family Member**; that is so disabling as to cause a reasonable person to interrupt the **Covered Trip** or which results in medically imposed restrictions as certified by a **Physician** at the time of **Loss** preventing **You** continued participation in the **Covered Trip**;
  - b. Suffered by **Your Business Partner** that is so disabling as to cause **You** to interrupt **Your Covered Trip** to assume daily management of the business. The **Injury** or **Sickness** must commence while coverage is in effect under this **Policy** and requires the in-person treatment by a **Physician** prior to interruption;
  - c. Suffered by **You** or **Your Traveling Companion's** childcare provider. The **Injury** or **Sickness** must commence while coverage is in effect under this **Policy** and requires the in-person treatment by a **Physician** prior to interruption, and there is no substitute for the childcare provider;
2. **Your** Death or the Death of **Your Traveling Companion** or **Your Immediate Family Member**.
3. Death of **You** or **Your Traveling Companion's Business Partner** or childcare provider provided there is no substitute for the childcare provider.
4. An **Accidental Injury** incurred by **You** that causes **You** to be medically unable to continue **Your Covered Trip's** activity(ies). An actual examination by a **Physician** must take place and the **Physician** must advise **You** to discontinue the **Trip's** activity(ies).

#### Transportation and Accommodation

5. **Strike** that causes complete cessation of travel services of **Your Common Carrier** for at least 24 consecutive hours.

6. **Bankruptcy** and/or **Default** of **Your Travel Supplier** that occurs more than 14 days following the **Effective Date**. Coverage is not provided for the **Bankruptcy** or **Default** of the agency from whom **You** purchased **Your Land/Sea Arrangements**. **Your Scheduled Departure Date** must be no more than 12 months beyond the **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**. This coverage only applies if the **Policy** was purchased within 14 calendar days of the **Initial Trip Payment**.
7. **Your Host at Destination** is unable to provide overnight lodging due to their death or a life-threatening **Sickness** or **Injury**.

#### **Weather**

8. Inclement **Weather**; **Natural Disasters**; **Terrorist Incident**; or the **Common Carrier's** mechanical breakdown that results in the complete cessation of travel services at the point of departure or **Destination** for at least 24 consecutive hours.
9. Mandatory evacuation ordered by local authorities at **Your Destination** due to a **Natural Disaster**. **You** must have 50% or less of **Your Covered Trip** remaining at the time the mandatory evacuation ends, in order for this benefit to be payable. **We** will only pay benefits for losses occurring within 30 calendar days after the evacuation order goes into effect.
10. **Natural Disaster** or documented man-made disaster at the point of departure or **Your Destination** that renders **Your Primary Residence** or the accommodations at **Your Destination Uninhabitable**. **We** will only pay benefits for losses occurring within 30 calendar days after the **Natural Disaster**.

#### **Legal**

11. **You** and/or **Your Traveling Companion** are required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided **You** or **Your Traveling Companion** are not a party to the legal action or appearing as a law enforcement officer.

#### **Personal Safety and Security**

12. A politically motivated **Terrorist Incident** within 30 days of **Your Scheduled Departure Date** and within 50 miles of a **City** listed on **Your** itinerary.
13. A documented theft of passports or visas. Documented means that **You** have reported the theft to the local authorities.
14. **You** and/or **Your Traveling Companion** are hijacked.
15. **You** and/or **Your Traveling Companion** are **Quarantined**.
16. **You** and/or **Your Traveling Companion** are having **Your** principal place of residence made **Inaccessible** and **Uninhabitable** by a **Natural Disaster**; or burglary or vandalism of **Your** principal place of residence within 10 days of departure.
17. A **Pandemic** is declared for a **City** listed on **Your** itinerary or **Your Destination**.
18. An **Epidemic** is declared for **Your** or **Your Traveling Companion's City of Principal Residence**.

## **Military**

19. **You** or **Your Traveling Companion** are called to active military duty after the **Effective Date**.
20. **You** have, or **Your Traveling Companion** has, a previously approved military leave revoked or experience a military reassignment.

## **SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

**PAYMENT OF CLAIMS:** **We** or **Our** authorized designee will pay a claim after receipt of acceptable written Proof of Loss.

All claims will be paid to **You**. All or a portion of all other benefits provided may, at **Our** option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to **You**. In the event **You** are a minor, incompetent or otherwise unable to give a valid release for the claim, **We** may make arrangements to pay claims to **Your** legal guardian, committee or other qualified representative. Any payment made in good faith will discharge **Our** 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 for the same **Loss**.

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either **You** or someone acting for **You**) to **Us** or **Our** authorized designee within 20 days after a covered **Loss** first begins or as soon as reasonably possible. Notice must include **Your** name, the **Travel Supplier's** name and the **Policy** number. Notice must be sent to **Our** administrative office, or to **Our** authorized designee at the address provided in the confirmation of insurance.

**CLAIM FORMS:** When **We** receive a notice of claim, **We** will send **You** the forms to be used in filing proof of claim. If **We** or **Our** designee do not send **You** these forms within 15 days, **You** can meet the Proof of Loss requirement by sending **Us** or **Our** designee a written statement of the occurrence, nature and extent of the **Loss** within the time allowed for filing Proof of Loss under this **Policy**.

**PROOF OF LOSS:** The claimant (either **You** or someone acting for **You**) must send **Us** or **Our** authorized designee Proof of Loss within 90 days after a covered **Loss** occurs or as soon as reasonably possible. This must be a detailed, written statement.

**OTHER INSURANCE WITH US:** **You** may be covered under only 1 travel **Policy** with **Us** for each **Covered Trip**. If **You** are covered under more than 1 such **Policy**, **You** may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right to physically examine the **Insured** as often as is reasonably necessary while a claim is pending. **We** may choose the **Physician**. **We** also have the right to request an autopsy in the case of death, unless the law forbids it or it is against the **Insured's** religious practices or beliefs. **We** will pay the cost of the examination or autopsy.

The following provisions apply to Baggage Delay and Baggage / Personal Effects Coverage:

**NOTICE OF LOSS:** If **Your** covered property is lost, stolen or damaged, **You** must:

- a. Notify **Us** or **Our Administrator** as soon as possible;
- b. Take immediate steps to protect, save and/or recover the covered property;
- c. Give immediate written notice to the **Common Carrier** or bailee who is or may be liable for the **Loss** or damage; and

- d. Notify the police or other authority within 24 hours in the event of robbery or theft and provide **Us** with a copy of any police report.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to **Us** and **We** have determined that 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 **Us**.

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the **Loss** either **You** or **We** can make a written demand for an appraisal. After the demand, **You** and **We** will each select **Our** 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 two of the three (the appraisers and the arbitrator) will be binding. **You** will pay the appraiser that **You** select. **We** will pay the appraiser **We** choose. **You** will share equally with **Us** the cost for the arbitrator and the appraisal process.

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

**Coverages to which General Exclusions apply:** In addition to any applicable benefit-specific exclusions, the following exclusions apply to all **Losses** and all benefits. Unless otherwise shown below, these exclusions apply to **You; Your Traveling Companion; Immediate Family Member; Host at Destination; and Business Partner.**

### Pre-Existing Conditions Waiver

**We** will waive the **Pre-Existing Conditions** exclusion provided:

- a. The **Policy** is purchased within 14 days of **Your Initial Trip Deposit**;
- b. The booking for the **Covered Trip** must be the first and only booking for this travel period and **Destination**;
- c. **You** are not disabled in a way that prevents **You** from travelling at the time **You** pay the premium;
- d. **You** are medically able to travel when the plan is purchased; and
- e. **You** insure 100% of **Your Trip Cost**.

**We** will not pay for **Loss** caused by or resulting from:

1. **Pre-Existing Conditions**, unless the **Pre-Existing Conditions Waiver** is met;
2. Commission or the attempt to commit a criminal act by **You; Your Traveling Companion; or Your Immediate Family Member**; whether insured or not;
3. Dental treatment except as a result of an **Accidental Injury** to sound natural teeth or emergency dental treatment for relief of pain;
4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a **Physician** and taken in accordance with the **Physician's** recommendations;
5. Mental or emotional disorders, unless **Hospitalized** at the time of **Loss** as a result thereof;
6. Any non-**Emergency Treatment** or surgery; routine physical examinations; hearing aids; eyeglasses; or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed 100 feet; spelunking or caving; or rock climbing;
8. **Your** participation in **Adventure Activities** or dangerous activities, except as a spectator;
9. Serving as a contractor for the military; participation in any military maneuver or training exercise; police service; or military service;
10. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
11. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
12. Pregnancy and childbirth of the **Insured** or **Traveling Companion** other than **Unforeseen Complications of Pregnancy** if **Hospitalized** during a **Covered Trip**;



13. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered **Dependent Child** which has resulted in a functional defect;
14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane committed by **You; Your Traveling Companion; or Your Immediate Family Member**, whether or not insured;
15. Traveling for the purpose of securing medical treatment;
16. War; invasion; acts of foreign enemies; hostilities between nations (whether declared or not); or civil war;
17. **Your** participation in **Civil Disorder**; riot; or a felony;
18. **Accidental Injury** or **Covered Sickness** when traveling against the advice of a **Physician**;
19. Care or treatment that is not **Medically Necessary**;
20. Services not shown as covered; and expenses not approved by **Our Assistance Company** in advance;
21. Care or treatment for which compensation is payable under: Worker's Compensation Law; any Occupational Disease Law; the 4800 Time Benefit plan; or similar legislation;
22. Directly or indirectly; the actual, alleged or threatened discharge; dispersal; seepage; migration; escape; release; or exposure to any hazardous biological; chemical; nuclear radioactive material; gas; matter; or contamination.

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In Witness Whereof, **We** have caused this **Policy** to be executed and attested, but this **Policy** shall not be valid unless countersigned by **Our** duly authorized representative.



Nehemiah E. Ginsburg,  
General Counsel and Secretary



Steve Blakey,  
President and Chief Executive Officer