

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

### SCHEDULE OF BENEFITS

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

<b>BENEFITS</b>	<b>MAXIMUM BENEFIT PER PERSON PER TRIP</b>
Trip Cancellation Maximum Benefit	100% of Trip Cost up to \$20,000
Optional Trip Cancellation For Any Reason Maximum Benefit	75% of Trip Cost
Trip Interruption Maximum Benefit	150% of Trip Cost
Travel Delay Maximum Benefit	\$500
Missed Connection Maximum Benefit	\$500
Accidental Death & Dismemberment – 24-Hour Maximum Benefit	\$25,000
Emergency Accident and Sickness Medical Expense Maximum Benefit Dental Expenses	\$50,000 \$750
Medical Evacuation & Repatriation of Remains Maximum Benefit Hospital Companion – Transportation to Join You Kennel or Pet Boarding Fees	\$50,000 \$1,000 \$500
Baggage Damage or Loss Maximum Benefit Per Article Maximum Combined Article Maximum	\$1,000 \$300 \$500
Baggage Delay Maximum Benefit	\$500

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### INDIVIDUAL TRAVEL PROTECTION POLICY

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

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

All premium is refundable only during the fourteen (14) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If You depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

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

The following officers of AXIS Insurance Company witness this Policy.

### This is an assessable policy

NO DIVIDENDS WILL BE PAYABLE UNDER THIS NON-PARTICIPATING POLICY.



PRESIDENT



SECRETARY

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## BENEFITS

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

### TRIP CANCELLATION

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

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

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

1. Your, a Family Member's, a Traveling Companion's, or Business Partner's death that occurs prior to departure on Your Trip;
2. Your, a Family Member's, a Traveling Companion's, or Business Partner's covered Sickness or Injury that: (a) occurs before departure on Your Trip; (b) requires the Medical Treatment by a Physician at the time of cancellation; and (c) as certified by a Physician prior to cancellation, results in medical restrictions so disabling as to cause You to cancel Your Trip;
3. Your involuntary employment termination or layoff. Notification of the termination or layoff must occur thirty (30) days or more after this coverage is in effect. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You are a company owner or partner;
4. Your or Your Traveling Companion's revocation of previously granted military leave or reassignment of station. For revocation, official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. For reassignment, orders of relocation must be provided;
5. You or Your Family Member's or Your Traveling Companion's or Your Traveling Companion's Family Member's primary or secondary school continues classes beyond the predefined school year, due to Unforeseen circumstances that meet both of the following. 1) occur after this coverage is in effect. And 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;
6. mechanical breakdown of the Common Carrier on which You are scheduled to travel that causes a cancellation or delay of at least twenty-four (24) consecutive hours, preventing You from reaching Your destination;
7. Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours of the Common Carrier on which You are scheduled to travel, preventing You from reaching Your destination;
8. Inclement Weather that causes complete cessation of services for at twenty-four (24) consecutive hours of the Common Carrier on which You are scheduled to travel, preventing You from reaching Your destination;
9. Your Home made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary within ten (10) days of departure;
10. Your booked accommodations at Your Trip destination are made Uninhabitable by a Natural Disaster occurring after this coverage is in effect. We will only pay benefits for this coverage for losses occurring within thirty (30) days of the event making Your destination accommodations Uninhabitable. No

- benefits are payable if a storm which triggers a weather warning was named and documented in the media prior to this coverage being in effect;
11. interruption of road service or road closure due to Inclement Weather or Natural Disaster occurring after this coverage is in effect prohibiting arrival, or causing a delay in arrival, to the scheduled Trip destination for at least six (6) hours. We will only pay benefits for this coverage for events occurring within thirty (30) days of the interruption, or up to the resumption of road service, whichever is first;
  12. civil commotion, Riot, or Civil Disorder that prevents You from reaching Your destination for at least forty-eight (48) consecutive hours;
  13. You or Your Traveling Companion become a victim of a Verified Physical Assault (must be substantiated by a police report);
  14. You or Your Traveling Companion are directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);
  15. You are prevented from embarking on Your Trip due to You being Quarantined;
  16. You are hijacked;
  17. You are required to serve on a jury or served with a court order to appear as a witness in a legal action in which You are not a party (except law enforcement officers). Notice must be received after this coverage is in effect.

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

#### **OPTIONAL TRIP CANCELLATION FOR ANY REASON**

If You purchase this optional benefit, the following coverage is available to You. We will reimburse You up to the amount in the Schedule of Benefits for a percentage of the unused, non-refundable, Pre-paid Payments or Deposits made for Your Travel Arrangements if You cancel the Trip for any reason, provided:

1. Your payment for this Policy benefit is received within the Time Sensitive Period;
2. You are able to travel at the time You purchase this benefit;
3. You cancel Your Trip two (2) days or more prior to Your Scheduled Departure Date.

This Trip Cancellation for Any Reason benefit does not cover penalties associated with any Travel Arrangements not provided by the Travel Supplier or failure of the Travel Supplier to provide the bargained-for Travel Arrangements.

#### **TRIP INTERRUPTION**

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

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

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

1. Your, a Family Member's, a Traveling Companion's or Business Partner's death that occurs after departure on Your Trip;

2. Your, a Family Member's, a Traveling Companion's, or Business Partner's covered Sickness or Injury that: (a) occurs while this coverage is in effect; (b) requires Medical Treatment by a Physician at the time of interruption; and (c) as certified by a Physician prior to interruption, results in medical restrictions so disabling as to prevent Your continued participation on the Trip;
3. Your involuntary employment termination or layoff. Notification of the termination or layoff must occur during the Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You are a company owner or partner;
4. Your or Your Traveling Companion's revocation of previously granted military leave or reassignment of station. For revocation, official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. For reassignment, orders of relocation must be provided;
5. You or Your Traveling Companion are called into emergency service to provide aid or relief for a Natural Disaster as part of military, police, first responder, medical personnel or fire personnel duties;
6. mechanical breakdown of the Common Carrier on which You are scheduled to travel that causes a cancellation or delay of at least twenty-four (24) consecutive hours preventing You from reaching Your destination;
7. Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours of the Common Carrier on which You are scheduled to travel preventing You from reaching Your destination;
8. Inclement Weather that causes complete cessation of services twenty-four (24) consecutive hours of the Common Carrier on which You are scheduled to travel preventing You from reaching Your destination;
9. Your Home made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary during Your Trip;
10. Trip destination accommodations are made Uninhabitable by a Natural Disaster occurring during Your Trip;
11. civil commotion, Riot, or Civil Disorder that prevents You from reaching Your destination for at least forty-eight (48) consecutive hours;
12. You are unable to continue on Your Trip due to You being Quarantined;
13. You are hijacked;
14. You are required to serve on a jury during the Trip dates or served with a court order to appear as a witness in legal action during the Trip in which You are not a party (except law enforcement officers). Notice must be received while on Your Trip.

### **TRAVEL DELAY**

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

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

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

- f. Your Sickness or Injury, or the Sickness, Injury or death of Your Traveling Companion.

**MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip departure point is delayed for between three (3) and twelve (12) hours due to one of the covered Missed Connection Events listed below, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for:

1. Your Additional Transportation Cost to join the departed Trip; and
2. Your unused, Pre-paid nonrefundable Payments or Deposits for Your Travel Arrangements insured under this Policy.

For this benefit, a covered Missed Connection Event shall mean:

- a. any officially documented delay of Your Common Carrier;
- b. severe weather preventing You from getting to the point of departure for Your Trip; or
- c. Quarantine, hijacking, Strike, Natural Disaster, Terrorist Incident, Cyber Terrorism or Riot.

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

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits if You, as a result of an Injury caused by an Accident occurring during Your Trip. The Accident must result in a loss shown in the Table of Losses below.

**TABLE OF LOSSES**

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

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

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

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

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

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

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

**Exposure and Disappearance**

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

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

### **EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE**

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

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

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

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

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

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

### **MEDICAL EVACUATION & REPATRIATION OF REMAINS**

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

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

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

- a. expenses incurred by You for Physician-ordered emergency evacuation including medically appropriate transportation and necessary medical care en route when You are critically ill or injured and no suitable local care is available; evacuation must be to the nearest suitable Hospital subject to Our prior approval or that of Our Assistance Provider.
- b. expenses incurred for non-emergency repatriation, including medically appropriate transportation and medical care en route, to a Hospital or to Your Home, when deemed Medically Necessary by the attending Physician, subject to Our prior approval or that of Our Assistance Provider. In lieu of returning to Your Home, You may opt to be returned to a different city in the United States if proper care for Your condition is not available in Your Home city.
- c. expenses for transportation (not to exceed the cost of one-way economy airfare to Your location), and expenses for reasonable hotel accommodations, meals, telephone calls and local transportation for one (1) person, up to the sub-limit in the Schedule of Benefits, if You expire or You are traveling alone, with a minor, or with a person incapable of providing support, and are, or Your Physician expects You to be, hospitalized for twenty-four (24) hours or more.

- d. expenses for transportation (not to exceed the cost of one-way economy airfare (or similar class as the originally issued ticket) to Your Home, including Escort expenses, if You are under the age of eighteen (18) and are left unattended due to the death or hospitalization of Your accompanying adult(s), subject to Our prior approval or that of Our Assistance Provider.
- e. kennel or pet boarding fees for Your pet or Service Animal traveling with You if You expire or are, or Your Physician expects You to be, hospitalized for twenty-four (24) hours or more.

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

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

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

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

### **BAGGAGE DAMAGE OR LOSS**

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

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

#### **Valuation and Payment of Loss:**

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

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

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

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

Items Not Covered:

We will not pay for damage to or loss of:

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

Losses Not Covered:

We will not pay for loss arising from:

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

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

### **BAGGAGE DELAY**

We will reimburse You the Maximum Benefit Amount shown in the Schedule of Benefits for the Covered Expenses listed below if Your checked Baggage is delayed or misdirected by a Common Carrier for twenty-four (24) hours or more from Your time of arrival at Your Trip destination (coverage is not applicable for Your arrival at Your Scheduled Return Destination).

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

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

## DEFINITIONS

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

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

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

**Adventure Sports** means leisure and non-professional sports activities including but not limited to the following: bungee jumping, cave Diving, Diving below ten (10) meters, hang gliding, kite surfing, paragliding, parasailing, powerlifting, spelunking, sub-aqua pursuits involving underwater breathing apparatus, and surfing.

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

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

**Bodily Contact Sports** means any sport in which players may directly or indirectly have physical contact with an opponent including (but not limited to) football, wrestling, ice hockey, rugby, lacrosse, basketball, soccer, boxing, full contact karate, hurling and rodeo.

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

**Business Partner** means an individual who: (a) is involved in a legal general partnership with You; and (b) is actively involved in the day-to-day management of Your business.

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

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

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

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

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

**Cyber Terrorism** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system. In terms of coverage under

this Policy, a Terrorist Incident is not Cyber Terrorism as defined.

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

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

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

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

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

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

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

**Extreme Sports** means an athletic pursuit that involves a high degree of danger or risk outside a controlled environment, such as BASE jumping, cliff diving, extreme skiing, fly-by-wire, heli-skiing, heli-snowboarding, Parachuting, rafting (white water or black water, Class III or higher), skiing outside marked trails, skydiving, and wing suit flying.

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

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

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

**Hospital** means:

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

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

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

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

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

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

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

**Interscholastic Sports** means athletics which:

1. students compete with students from other schools;
2. are administered by the school’s department of interscholastic athletics for which the eligibility of the participating student athlete is reviewed and certified in accordance with the applicable intercollegiate sports organization’s legislation, rules, or regulations; and
3. entitles qualified participants to receive the participating school’s official awards.

**Intrascholastic** means athletics which:

1. are approved by the sports director or athletic director by the school;
2. have teams formed and managed by students at the participating school, school administrators or volunteers without financial compensation;
3. students compete with students from within the same school;
4. take place within the walls, boundaries, or grounds of the participating school.

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

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

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

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

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

**Mountaineering** means the sport, hobby or profession of walking, hiking and climbing up mountains either: (1) utilizing harnesses, ropes, crampons and/or ice axes; or (2) ascending four thousand five hundred (4,500) meters or above.

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

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

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

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

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

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

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

Item (3) above does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before Your coverage is effective under this Policy. Change in required prescription means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

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

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

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

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

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

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

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

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

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

**Sporting Equipment** means:

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

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

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

**Terrorist Incident** means an incident deemed as a terrorist attack by the United States government or an act of violence, other than Civil Disorder or Riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to a person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government. Not all acts of violence committed by known terrorist organizations, are considered Terrorist Incidents for the purpose of this definition. In terms of coverage under this Policy, Cyber Terrorism is not a Terrorist Incident as defined.

**Time Sensitive Period** means:

- For initial Policy purchase: within twenty-one (21) days of the date Your Initial Deposit for Your Trip is received.
- For subsequent arrangements: within twenty-one (21) days of payment for any subsequent Pre-paid, nonrefundable arrangements added to Your Trip.

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

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

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

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

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

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

- If You are not sharing the cost with, or not paying the cost on behalf of, other travelers, the Trip Cost will

include the full dollar amount paid by You for Your Trip.

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

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

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

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

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

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

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

## GENERAL EXCLUSIONS AND LIMITATIONS

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

1. a Pre-existing Condition, as defined in the Policy. Death resulting from a Pre-existing Condition will not be excluded. This Pre-existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;

The exclusion for Pre-existing Conditions will be waived provided:

- (a) Your premium for this Policy is received within the Time Sensitive Period;
  - (b) You have insured one hundred percent (100%) of the value/costs for Travel Arrangements that are subject to cancellation penalties or restrictions; and
  - (c) You are medically able to travel at the time Your premium is paid.
2. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane. This exclusion does not apply to Medical Evacuation and Repatriation of Remains;
  3. a mental, nervous or psychological disorder (including the treatment of such condition, unless hospitalized for that condition while the Policy is in effect for You);
  4. participating in Adventure Sports, Bodily Contact Sports, Extreme Sports, Interscholastic Sports, Intrasccholastic Sports, or Mountaineering;
  5. any race or speed contests;
  6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  7. being Intoxicated;
  8. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth or voluntarily induced abortion;
  9. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;

10. participating in maneuvers or training exercises of an armed service or police force of any country;
11. riding or driving in races, or speed or endurance competitions or events;
12. submarine or space travel;
13. the commission of, or attempt to commit, a felony or being engaged in an illegal occupation;
14. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
15. a loss or damage caused by detention, confiscation or destruction by customs officials;
16. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eyeglasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
17. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;
18. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to refund money due to You, or to provide the bargained-for Travel Arrangements;
19. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Policy is not in effect for You;
20. services not shown as covered;
21. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination;
22. traveling against the advice of a Physician and any loss occurring during such a Trip;
23. operation of any motor vehicle outside of the proper license required, laws or regulations in the area in which the motor vehicle is being operated.

## **COVERAGE PROVISIONS**

### **Who is Eligible for Coverage:**

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

### **When Coverage Begins:**

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

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

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

### **When Coverage Ends:**

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

Trip Cancellation for Any Reason: Coverage ends two (2) days prior to the Trip's Scheduled Departure Date.

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

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

**Extension of Coverage:**

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

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

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

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

## CLAIM PROVISIONS

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

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

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

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

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

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

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

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

Our designated representative and should include enough information to identify You.

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

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

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

**Payment of Claims:** Benefits due to You in the event of loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for loss of life will be paid to the first of the following surviving beneficiaries:

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

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

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

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

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

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

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

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

## GENERAL PROVISIONS

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

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

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

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

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

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

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

**Changes to the Entire Contract:** The Policy, Confirmation of Coverage, Schedule of Benefits, any attachments, addendums, amendments represent the entire contract of coverage. No agent may change it in any way. Only an officer of Our company can approve a change. Any such change must be shown in this Policy or its attachments.

**Beneficiary Designation and Change:** The Insured's beneficiary(ies) is (are) the person(s) designated by, and on file, with the plan administrator. An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time without the consent of the designated beneficiary(ies), by providing the plan administrator with a documented request for change (unless an irrevocable designation has been made by the Insured). When the request is received, whether the Insured is living or not, the change of beneficiary will relate back to, and take effect as of, the date of execution of the written request.

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

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

This is an assessable policy.

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

## GENERAL DISCLOSURES

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

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

***OFAC NOTICE***

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

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

### **Emergency Transportation Services**

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

### **Travel Support Services**

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

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

CALL TOLL FREE:

855-464-8971 (within the United States and Canada)

OR CALL COLLECT:

603-328-1358 (From all other locations)

### **Travel Assistance Services Details**

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

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

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

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

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

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**WHERE TO REPORT A CLAIM:**

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

Toll Free: 877-539-6729

Direct Line: 727-475-2808

Mailing Address:

Attention: Travel Insurance Claims

Co-ordinated Benefit Plans on behalf of AXIS Insurance Company

P.O. Box 26222

Tampa, FL 33623

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

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

**HEALTH SERVICES HUB**

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

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

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