

**PLAN DESCRIPTION  
For**



# Total Vacation Security Plan

**IMPORTANT HIGHLIGHTS**

**Waive Pre-Existing Conditions Exclusion**  
(see details on page 13)

**Access Your Medical Records Online**  
(www.globalxpi.com)

**Note:** This plan may not be purchased after You have made final payment for Your Trip.



**Part A**

The Pre-Departure Cancellation & Change Waiver & Best Price Guarantee Benefits of this Part A are provided by Apple Vacations.

**Schedule of Benefits - Part A**

<b>Benefit</b>	<b>Maximum Benefit Amount</b>
Pre-Departure Cancellation & Change Waiver.....	Trip Cost
<b>AV-OK Plus Optional Benefits</b>	
Best Price Guarantee.....	Amount of Savings And Fuel Surcharge Protection

**For residents of New York only:** The Pre-Departure Cancellation & Change Waiver & Best Price Guarantee Benefits may be purchased separately without purchase of the Travel Protection Plan.

**Pre-Departure Cancellation & Change Waiver**

The Apple Pre-Departure Cancellation & Change Waiver allows you to cancel or change your vacation up until the flight check-in is closed (approximately 1 hour prior to your scheduled departure time), **except for “no shows” and “no show” related cancels. For last minute cancels, call 1-866-860-AVOK no later than 1 hour prior to your scheduled departure.** “No shows” include passengers who arrive at the airport or at the gate too late to travel, or who fail to have the required passport and other necessary travel documents. When a cancellation is made during a penalty period your cancellation penalty will be refunded in Apple Vacations’ Travel Vouchers (redeemable through the original booking agency), with the balance of the refund made in the original form of payment less the non-refundable AV-OK plan payment. **The entire refund will be in the original form of payment if you purchased the “cash back” option at the time of booking.** The AV-OK plan payment will be deducted from any refund.

Apple Vacations’ Travel Certificates may be used like cash when purchasing an Apple Vacation, are valid for one year, are non-refundable and non-transferable (issued only in the name of the passenger who cancelled) and may not be redeemed for cash.

**Apple’s Best Price Guarantee**

If a lower priced charter fare-class becomes available after deposit, you can claim the savings. If we advertise a discount on the exact same vacation that you have booked (same date, flight, schedule air fare-class, duration of stay, hotel, and room category) and all components are available, you can **claim the savings** prior to departure. This does not apply to Air Only, Square Deals, special packages and booking date-restricted sales and hotels with a “closed” booking status. Many added values offered by hotels are booking-date restricted and are not covered by the Best Price Guarantee.

**Claims Procedure – Part A**

To make a **change** to your existing booking or to “**claim the savings**” per Apple’s Best Price Guarantee or to **cancel your vacation** prior to departure, **contact your travel agent** who will notify Apple Vacations.

For all post-departure travel insurance claims contact Trip Mate at 1-866-389-5378 or report your claim on-line at www.tripmate.com.

Apple’s Best Price Guarantee & Pre-Departure Cancellation & Change Waiver is not applicable for ski packages.

**Part B**

The Travel Insurance Benefits of this Part B are provided by Arch Insurance Company.

**Arch Insurance Company**

Administrative Office: 300 Plaza Three  
Jersey City, NJ 07311

**Apple Vacations  
Plan # A430**

**DESCRIPTION OF COVERAGE  
SHORT TERM TRAVEL INSURANCE**

**This Program is issued for a stated term shown in Your Schedule of Coverage and Service**

This Description of Coverage describes all of the travel insurance benefits, underwritten by Arch Insurance Company and herein referred to as the Company (“We”, “Us” or “Our”) under Policy Number 11TVL9476700. The insurance benefits vary from program to program. Please refer to the Schedule of Benefits and Services. It provides the Insured (“You” or “Your”) with specific information about the program You purchased.

The master policy is on file with American Group Travel Trust, Bank Newport as Trustee. In the event of any conflict between the Description of Coverage and the master policy, the master policy will govern.

**Notice to Residents of:** Alabama, Alaska, Arkansas, Connecticut, Georgia, Illinois, Kansas, Louisiana, Maine, Mississippi, Nebraska, Nevada, New Jersey, New York, North Carolina, North Dakota, Oklahoma, Oregon, South Dakota, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin and Wyoming. Your Policy consists of this Description of Coverage, Your Schedule of Coverage and Service and the enclosed applicable State Exceptions.

## Schedule of Benefits - Part B

Benefit	Maximum Benefit Amount
Accidental Death and Dismemberment.....	\$10,000
<b>Medical Expense/Emergency Assistance</b>	
Accident and Sickness Medical Expense .....	\$25,000
Emergency Evacuation and Repatriation .....	\$50,000
<b>Trip Interruption.....</b>	<b>Trip Cost</b>
<b>Missed Connection.....</b>	<b>\$500</b>
<b>Trip Delay (Up to \$100 Per Day) .....</b>	<b>\$500</b>
<b>Baggage/Personal Effects .....</b>	<b>\$1,000</b>
<b>Baggage Delay .....</b>	<b>\$100</b>

## Schedule of Services

Benefit	Maximum Benefit Amount
One Call 24-Hour Assistance Services.....	Included
Global Xpi Medical Records Services .....	Included

### TABLE OF CONTENTS

SECTION 1 - COVERAGES

SECTION 2 - GENERAL DEFINITIONS

SECTION 3 - GENERAL LIMITATIONS AND EXCLUSIONS

SECTION 4 - CLAIMS PROCEDURES AND PAYMENT

SECTION 5 - GENERAL PROVISIONS

### FOURTEEN-DAY LOOK

You may cancel insurance under the Policy by giving Us or Our agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your insurance; or (b) Your Scheduled Departure Date. If You do this, We will refund Your premium paid provided no Insured has filed a claim under the policy.

## SECTION 1 - Coverages

### ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a loss shown in the Table below. The loss must occur within 180 days after the date of the Accident causing the loss.

**Exposure:** We will pay benefits for covered losses which result from You being unavoidably exposed to the elements due to an Accident. The loss must occur within 180 days after the event which 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.

## Table of Losses

Loss:	Percentage of Principal Sum Payable:
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%

“Loss” with regard to: 1) hand or foot, means actual complete severance through and above the wrist or ankle joints; and 2) eye means an entire and irrecoverable loss of sight.

The Principal Sum is the Maximum Benefit Amount shown on 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 shown in the Table of Losses.

### ACCIDENT & SICKNESS MEDICAL EXPENSE

We will pay benefits, up to maximum shown on the Schedule of Benefits, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury which occurs during the Trip or a Sickness which first manifests itself during the Trip.

“Covered Medical Expenses” are necessary services and supplies which are recommended by the attending Physician. They include but are not limited to:

- the services of a Physician;
- Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a hospital room for recovery from an Accidental Injury or Sickness);
- charges for anesthetics (including administration), x-ray examinations or treatments, and laboratory tests;
- ambulance services;
- drugs, medicines, prosthetics and therapeutic services and supplies;
- up to \$750 for emergency dental treatment for the relief of pain.

We will not pay benefits in excess of the reasonable and customary charges.

“Reasonable and Customary Charges” means charges commonly used by Physicians in the locality in which care is furnished.

We will not cover any expenses provided by another party at no cost to You or already included within the cost of the 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 because of an Accidental Injury or a Sickness.

## MEDICAL EVACUATION AND REPATRIATION OF REMAINS

### Emergency Medical Evacuation

We will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while You are on a Trip.

Benefits payable are subject to the Maximum Amount per Insured shown on the Schedule of Benefits for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes.

A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of Your Injury or Emergency Sickness warrants Your Emergency Evacuation to the closest adequate medical facility. It must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities.+

The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

**Escort Expenses:** We will also pay reasonable and customary charges for escort expenses required by You, if You are disabled during a Trip and an escort is recommended in writing, by Your attending Physician. These escort expenses must be pre-approved by the Assistance Company.

**Transportation of Dependent Children:** If You are hospitalized for more than seven (7) days, We will pay subject to the limitations set out herein, for expenses to return where they reside, with an attendant if necessary, any of Your Dependent Children and any minor persons under Your care who were accompanying You when the Injury or Emergency Sickness occurred and were left alone, but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.

**Transportation to Join You:** If You are hospitalized for more than seven (7), We will pay subject to the limitations set out herein, for expenses to bring one 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 one round-trip economy airfare ticket.

### Non-Emergency Medical Evacuation

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 one year from Your original Scheduled Return Date, less refunds from Your unused transportation tickets. Airfare costs will be economy, 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.

Expenses are also payable for a non-emergency Medical Evacuation, including medically appropriate Transportation and medical care en route, to a Hospital or to Your place of residence in the U.S. or Canada, when deemed medically necessary by the attending Physician, subject to the prior approval of the Assistance Company.

We will also pay for reasonable additional meals, lodging, and transportation expenses incurred by You (up to \$100 a day, to a maximum of \$500) if a Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Injury or a Sickness that does not require hospitalization.

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

“**Emergency Evacuation**” means Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained.

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

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

**All covered Transportation expenses must be approved in advance and arranged by an Assistance Company representative appointed by Us.**

### Repatriation of Remains

We will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the maximum shown on the Schedule of Benefits.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation.

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

## TRIP INTERRUPTION, MISSED CONNECTION AND TRIP DELAY

### Trip Interruption

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are unable to continue on Your Trip due to the following Unforeseen events:

- a) Sickness, Accidental Injury or death of You, Your Traveling Companion, Family Member or Business Partner which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;
- b) You or Your Traveling Companion being: hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided You or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer; or having Your principal place of residence made uninhabitable by fire, flood or other Natural Disaster or burglary of Your principal place of residence within 10 days of departure;
- c) You or Your Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
- d) Your transfer by the employer with whom You are employed on Your Effective Date which requires Your principal residence to be relocated;
- e) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within the territorial limits of the City listed on Your itinerary. The Terrorist Attack must occur after the Effective Date of Your Trip Cancellation coverage;
- f) You or Your Traveling Companion or Family Member, who are military personnel are called to emergency duty for a Natural Disaster;
- g) You or Your Traveling Companion being called into active military service by having Your or his/her leave revoked;
- h) Strike that causes complete cessation of services for at least 12 consecutive hours;
- i) Weather which causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- j) a documented theft of passports or visas;
- k) You are terminated or laid off from employment subject to one year of continuous employment at the place of employment where terminated;
- l) Your business operations are interrupted by fire, flood, burglary, vandalism, product recall, bankruptcy or financial default;
- m) Natural Disaster or documented man-made disaster at the site of Your destination which renders Your destination accommodations uninhabitable.

**Single Occupancy Coverage:** We will reimburse You, up to the maximum shown on the Schedule of Benefits, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel or Interrupt Your Trip.

### We will pay for the following:

- a) unused, non-refundable Land/Sea Arrangements prepaid to the Travel Supplier;
- b) up to the maximum shown in the Schedule of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket:
  1. to reach the original destination if You are delayed and leave after the Scheduled Departure Date; or
  2. to return You to the return destination of the Trip as specified in the original travel documents; or
  3. from the point where You interrupted the Trip to rejoin the Trip;

Airfare listed under this item b, is limited to the cost of one-way airfare using the same class of fare as the original ticket.

We will pay for reasonable additional meals, lodging, and transportation expenses incurred by You (up to \$100 a day) if a Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Injury or a Sickness but do not require hospitalization or if Your Trip must be extended due to an Unforeseen event listed under **TRIP INTERRUPTION**.

In no event shall the amount reimbursed exceed the lesser of the amount You prepaid for the Trip or the maximum benefit shown on the Schedule of Benefits.

### Missed Connection

A maximum benefit of up to the amount on the Schedule of Benefits is provided to cover for loss(es) You incur due to missed Trip departures which result from cancellation or delay of three (3) or more hours of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay.

Maximum benefits of up to the amount shown in the Schedule of Benefits are provided to cover additional transportation expenses needed for You to join the departed Trip, reasonable accommodation and meal expenses, and non-refundable trip payments for the unused portion of your Trip. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Trip due to Inclement Weather.

### Trip Delay

We will reimburse You for Covered Expenses on a one-time basis, up to the maximum shown in the Schedule of Benefits, if You are delayed en route to or from the Trip for twelve (12) or more hours due to a defined Hazard:

**Covered Expenses Include:**

- (a) any reasonable additional transportation expenses incurred;
- (b) meals and accommodations.

Expenses must be incurred by You. We will not reimburse gas or automobile miles You incur during a covered delay.

“**Hazard**” means:

- a) any delay of a Common Carrier (including Inclement Weather);
- b) any delay by a traffic accident en route to a departure, in which You or Your Traveling Companion is directly or not directly involved;
- c) any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, Natural Disaster, civil commotion or riot;
- d) severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation Records.

**BAGGAGE / PERSONAL EFFECTS AND BAGGAGE DELAY**

**Baggage / Personal Effects**

We will reimburse You, up to the maximum shown on the Schedule of Benefits, for loss, theft or damage to baggage and personal effects, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. The baggage and personal effects must be owned by and accompany You during the Trip.

There is a per article limit of \$300.

There is a combined maximum limit of \$600 total 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; sporting equipment, Ski Equipment, personal computers, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

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 if You have complied with all credit card conditions imposed by the credit card companies.

We will reimburse You for fees associated with the replacement of Your passport during Your Trip. Receipts are required for reimbursement.

We will pay the lesser of the following:

- (a) Actual Cash Value at time of loss, theft or damage to baggage and personal effects (purchase price less depreciation as determined by Us); or

(b) the cost of repair or replacement.

**Extension of Coverage:** If You have checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

**Baggage Delay**

We will reimburse You for the expense of necessary personal effects, up to the maximum shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Trip, except for travel to Your final destination or place of residence.

You must be a ticketed passenger on a Common Carrier.

Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

**SECTION 2 - General Definitions**

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

“**Accidental Injury**” means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the loss.

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

“**Assistance Company**” means the service provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.

“**Baggage**” means luggage and personal possessions, whether owned, borrowed, or rented, taken by You on Your Trip.

“**Bodily Injury**” means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of death or dismemberment of You within twelve months from the date of the Accident.

“**Business Equipment**” means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.

“**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.

“**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.

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

“**Company**” means Arch Insurance Company. Company also means We, Us or Our.

“**Complication of Pregnancy**” means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

“**Covered Expenses**” shall mean expenses incurred by You which are for medically necessary services, supplies, care, or treatment; due to Sickness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the policy; and which do not exceed the maximum limits shown in the Schedule of Benefits, under each stated benefit.

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

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

“**Economy Fare**” means the lowest published rate for a one-way or round trip economy ticket.

“**Effective Date**” means the date and time Your coverage begins, as outlined in the General Provisions section of the policy.

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

“**Hazard**” means: a) any delay of a Common Carrier (including Inclement Weather); b) any delay by a traffic accident en route to a departure, in which You or Your Traveling Companion is directly or not directly involved; c) any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, Natural Disaster, civil commotion or riot; d) severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation Records.

“**Hospital**” means a facility that: a) holds a valid license if it is required by the law; b) operates primarily for the care and treatment of sick or injured persons as in-patients; c) has a staff of one or more Physicians available at all times; d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call; e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

“**Inclement Weather**” means any severe weather condition other than a hurricane which delays the scheduled arrival or departure of a Common Carrier.



**“Injury”** means Bodily Injury caused by an Accident occurring while the policy is in force, and resulting directly and independently of all other causes of Loss covered by the policy. The Injury must be verified by a Physician and require emergency care.

**“Insured”** means a person while covered under the policy and for whom the required premium is paid. Insured also means “You” or “Your”.

**“Land/Sea Arrangements”** means land and or sea arrangements made by the Travel Supplier.

**“Loss”** means injury or damage sustained by You as a result of one or more of the occurrences against which We have undertaken to indemnify You.

**“Maximum Benefit”** means the largest total amount of Covered Expenses that We will pay for You.

**“Medically Necessary”** means that a treatment, service, or supply: (1) is essential for diagnosis, treatment or care of the Injury or Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

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

**“Physician”** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

**“Pre-Existing Condition”** means any injury, sickness or condition of You, a Traveling Companion, or Your or Your Traveling Companion’s Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

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

**“Sickness”** means an illness or disease which is diagnosed or treated by a Physician after the Effective Date of insurance and while You are covered under the policy.

**“Ski Equipment”** means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snowsports equipment.

**“Strike”** means a stoppage of work (a) announced, organized and sanctioned by a labor union; and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts. Coverage is only valid if Your Trip Cancellation coverage is effective prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.

**“Terrorist Attack”** means an incident deemed an act of terrorism by the U.S. Government.

**“Travel Supplier”** means Apple Vacations.

**“Traveling Companion”** means a person or persons with whom You have coordinated travel arrangements and intend to travel with during the Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**“Trip”** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are booked by the Travel Supplier.

**“Unforeseen”** means not anticipated or expected and occurring after Your Effective Date.

**“Used”** means to avail oneself of, to employ, to expend or consume, or to convert to one’s service.

### SECTION 3 - General Limitations And Exclusions

The following exclusions apply to Trip Interruption, Trip Delay, Missed Connection, Accidental Death & Dismemberment, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation, Repatriation of Remains, Baggage/ Personal Effects and Baggage Delay.

**This policy does not cover Loss caused by or resulting from:**

1. Pre-Existing Conditions, as defined in the General Definitions section (except Emergency Evacuation and Repatriation of Remains) unless: a) the policy is purchased within 7 days of the initial deposit for Your Trip; b) the booking for the Trip must be the first and only booking for this travel period and destination; and c) You are not disabled from travel at the time You pay the premium;
2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only) committed by You, a Traveling Companion or Family Member, whether insured or not unless results in the death of a non-traveling immediate Family Member;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. participation in any military maneuver or training exercise;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. mental or emotional disorders, unless hospitalized;
7. participation as a professional in athletics;
8. expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. commission or the attempt to commit a criminal act by You, a Traveling Companion, or Family Member, whether insured or not;

10. participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; any race or speed contest; bungee cord jumping; scuba diving (unless PADI or NAUI certified); spelunking or caving; heliskiing; extreme skiing;
11. dental treatment except as a result of an Injury to sound natural teeth;
12. pregnancy and childbirth (except for complications of pregnancy);
13. traveling for the purpose of securing medical treatment;
14. a Loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the policy is not in effect for You;
15. civil disorder or riot;
16. riding or driving in any motor competition.

**The following limitation applies to Trip Cancellation:**

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

**The following exclusions apply to Baggage / Personal Effects and Baggage Delay:**

We will not provide benefits for any Loss or damage to: animals; automobiles and automobile equipment; boats or other vehicles or conveyances; trailers; motors; motorcycles; aircraft; bicycles (except when checked as baggage with a Common Carrier); household effects and furnishing; antiques and collectors items; eye glasses, sunglasses or contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; keys, money, stamps, securities and documents; tickets; professional or occupational equipment or property, whether or not electronic business equipment; telephones; sporting equipment if Loss or damage results from the use thereof.

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

Breakage of brittle or fragile articles; wear and tear or gradual deterioration; insects or vermin; inherent vice or damage while the article is actually being worked upon or processed; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; property shipped as freight or shipped prior to the Scheduled Departure Date.

To facilitate prompt claims settlement:

**Trip Cancellation:**

Immediately, or as soon as possible, call Your Travel Supplier and the Program Administrator (see Where To Present A Claim) to report Your cancellation to avoid non-covered charges due to late reporting.

If You are prevented from taking 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 prevented Your participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

#### **Trip Delay or Missed Connection:**

Obtain any specific dated documentation, which provides proof of the reason for delay (airline or cruise line forms, medical statements, etc).

Submit this documentation along with Your trip itinerary and all receipts from additional expenses incurred.

#### **Medical Expenses:**

Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment. Submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

#### **Baggage:**

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

### **WHERE TO PRESENT A CLAIM**

Present all claims to the Program Administrator:

**Trip Mate, Inc.\***  
9225 Ward Parkway, Suite 200  
Kansas City, Missouri 64114  
**Tel: 1-866-389-5378**  
**Plan Number: A430**

Claims may also be reported/completed online at:  
**www.tripmate.com**

\*In CA, dba Trip Mate Insurance Agency

## **SECTION 4 - Claims Procedures and Payment**

### **PAYMENT OF CLAIMS**

We, or Our designated representative, will pay a claim after receipt of acceptable proof of Loss. Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all other benefits provided by the policy 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.

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. In no event will We reimburse You for an amount greater than the amount paid by You.

### **NOTICE OF CLAIM**

Written notice of claim must be given by the Claimant (either You or someone acting for You) to Our designated Program Administrator (Trip Mate, Inc.) within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name and the policy number. Notice should be sent to Our Program Administrator (see Where To Present a Claim) or to Us.

### **PROOF OF LOSS**

The Claimant must send Us, or Our designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible.

### **OTHER INSURANCE WITH THE COMPANY**

You may be covered under only one travel policy with Us for each Trip. If You are covered under more than one 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.

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

### **NOTICE OF LOSS**

If Your property covered under the policy is lost, stolen or damaged, You must:

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

### **PROOF OF LOSS**

You must furnish Our designated Program Administrator (Trip Mate, Inc.) or Us, with proof of loss. This must be a detailed statement. It must be filed with Our Program Administrator or Us, within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under the policy.

## **SETTLEMENT OF LOSS**

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

### **VALUATION**

We will not pay more than the Actual Cash Value of the property at the time of loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation as determined by Us. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

### **DISAGREEMENT OVER SIZE OF LOSS**

If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

### **BENEFIT TO BAILEE**

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

## **SECTION 5 - General Provisions**

**The following provisions apply to all coverages:  
SCHEDULE OF COVERAGE AND SERVICE**

### **WHEN YOUR COVERAGE BEGINS**

All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at Your location, on the Scheduled Departure Date provided:

- (a) coverage has been elected; and
- (b) the required premium has been paid.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at Your location on the day after the required premium for such coverage is received by Us or Our authorized representative.

### **WHEN YOUR COVERAGE ENDS**

Your coverage will end at 11:59 P.M. local time on the date which is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) If You extend the return date, coverage will terminate at 11:59 P.M. local time at Your location on the Scheduled Return Date;
- (d) The date You cancel Your Trip.

## **EXTENDED COVERAGE**

Coverage will be extended under the following conditions:

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

## **EXCESS INSURANCE**

The insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity except for:

- Accidental Death & Dismemberment;
- Baggage/Personal Effects;
- Baggage Delay; or
- as required by state law.

If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

## **MODE OF PREMIUM**

The required premium must be paid to Us or Our authorized representative prior to the Scheduled Departure Date of the Trip.

## **LEGAL ACTIONS**

No legal action for a claim can be brought against Us until sixty (60) days after We receive proof of loss. No legal action for a claim can be brought against Us more than two (2) years after the time required for giving proof of loss.

## **CONTROLLING LAW**

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

## **MISREPRESENTATION AND FRAUD**

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

## **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. This is known as subrogation. 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 must sign an appropriate subrogation form supplied by Us.

## **ASSIGNMENT**

The policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.



## One Call

### Worldwide Travel Services Network

**Medical Assistance** - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

**Medical Consultation and Monitoring** - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

**Medical Evacuation** - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

**Emergency Medical Payments** - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

**Prescription Assistance** - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

**Repatriation of Remains** - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

**24 Hour Legal Assistance** - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

**Nurse Helpline** - Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer You to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network may be held responsible for the availability, quality or results of any medical treatment or Your failure to obtain medical treatment.

## One Call Travel Solutions

### 24-Hour Worldwide Travel Services

**Message Services** - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

**Language Interpretation Services** - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

**Emergency Cash Transfer** - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

**Pre-Trip Travel Services** - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

**Travel Document and Ticket Replacement** - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

### One Call Concierge Services

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

### ACCESS YOUR MEDICAL RECORDS ONLINE

With our exclusive **Free Global Xpi Service**, you can assure that your important medical records are available to you or any Physician chosen by you, at any time, anywhere in the world, quickly, wherever there is internet access available. **Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll free:**

**1-800-379-9887 Use Program Code A430**

**These Services are Provided by:** Global Xpi, Inc.

## Business Services

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/overnight delivery sites, internet cafes, print/copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

### CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

<b>Within U.S.A. &amp; Canada</b>	<b>Outside U.S.A. &amp; Canada</b>
<b>1-800-555-9095</b>	<b>1-603-894-4710</b>

**YOUR PLAN NUMBER: A430**

**The 24-Hour Assistance Services are provided by:** One Call Worldwide Travel Services Network, Inc.



## State Exceptions

### ALABAMA

The following revision applies to **GENERAL PROVISIONS**:

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

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

### ALASKA

The following provisions are added:

**EXAMINATION UNDER OATH:** You are allowed to have legal representation present when examined under oath.

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

**LEGAL ACTIONS:** No actions at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with requirements of this Policy. No such action shall be brought after expiration of three years from the date a claim is denied in whole or in part.

Regarding Claims payments, undisputed claims will be paid within 30 business days of satisfactory notice of loss.

### ARKANSAS

The following **Definition** is added:

**"Punitive Damages"** and **"Exemplary Damages"** mean damages imposed to punish a wrongdoer and to deter others from similar conduct.

## IMPORTANT NOTICE TO POLICYHOLDERS

For inquiries regarding Your policy You can either contact Your broker or the company at the administrative office noted on your declarations page. You may also call the company's toll free number at 1-800-817-3252.

If Arch Insurance Company fails to provide You with reasonable and adequate service, You should feel free to contact:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201  
(501) 371-2640 or (800)852-5494

### CONNECTICUT

The **MISREPRESENTATION AND FRAUD** General Provision is deleted in its entirety and is replaced with the following:

**TIME LIMIT ON CERTAIN DEFENSES.** After two (2) years from the date of enrollment, no misstatements made, during enrollment may be used to void the coverage or deny any claim for loss incurred after the two-year period.

The **EXCESS INSURANCE LIMITATION** section is deleted in its entirety.

The **SUBROGATION** General Provision is deleted in its entirety and is replaced by the following:

**SUBROGATION.** To the extent allowed by law, the Company, upon making any payment or assuming liability of Your recovery against any person or corporation, may bring an action in the name of the Covered Person to enforce such rights. This provision does not apply to judicial awards of damages.

Exclusions 2, 6, 8, 9 and 15 are deleted in their entirety and are replaced by the following:

2. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only) except as provided elsewhere in this policy;
6. Mental, nervous, emotional, or personality disorders in any form whatsoever unless the Covered Person is hospitalized for 3 consecutive days or more after the Policy Effective Date;
8. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded;

9. Commission or the attempt to commit a felony by You, a Traveling Companion, or Family Member, whether insured or not;

15. Civil disorder;

### GEORGIA

The following changes apply to **GENERAL PROVISIONS**:

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

**MISREPRESENTATION AND FRAUD.** Your coverage shall be denied and coverage shall be cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

The following changes apply to **COVERAGES**:

Paragraphs g. and h. under **Trip Cancellation Coverage** are deleted and replaced by the following:

- g) Your Traveling Companion or Family Member, who are military personnel and who purchased coverage at the time the initial payment was made for the scheduled trip are called to emergency duty for a natural disaster including Military duty;
- h) You have Your leave revoked or You are reassigned;

### ILLINOIS

The following revisions apply to **GENERAL PROVISIONS**:

The **MISREPRESENTATION AND FRAUD** Provision is revised as follows:

**MISREPRESENTATION AND FRAUD.** Your coverage shall be denied or cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

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

The Company is assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits the Company paid for that sickness or injury. You are required to furnish any information or assistance, or provide any documents that the Company may reasonably require in order to exercise the Company's rights under this provision. This provision applies whether or not the third party admits liability.

The following revisions apply to **COVERAGES**:

The **EXCESS LIMITATION** Provision is deleted in its entirety and replaced with the following:

Except as provided in the Coordination of Benefits Section of this form, if there is other valid and collectible insurance in effect covering a loss insured under this policy, this policy will share proportionately with such other insurance.

The following revisions apply to **GENERAL LIMITATIONS AND EXCLUSIONS**:

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

9. Commission of or attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation by You, a Traveling Companion, or Family Member, whether insured or not;

## KANSAS

### POLICYHOLDER NOTICE

GENERAL PURPOSES AND LIMITATIONS OF THE  
KANSAS LIFE AND HEALTH  
INSURANCE GUARANTY ASSOCIATION  
K.S.A. 40-3001, et. seq.

### DISCLAIMER

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR ALL OR A PORTION OF THIS POLICY. IF COVERAGE IS PROVIDED, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS OR EXCLUSIONS, AND IS DEPENDENT UPON CONTINUED RESIDENCE IN KANSAS. THEREFORE, YOU SHOULD NOT RELY UPON COVERAGE BY THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELECTING AN INSURANCE COMPANY OR IN SELECTING AN INSURANCE POLICY. INSURANCE COMPANIES AND THEIR AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELLING YOU ANY FORM OF AN INSURANCE POLICY, OR TO INDUCE YOU TO PURCHASE ANY FORM OF AN INSURANCE POLICY. EITHER THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE KANSAS INSURANCE DEPARTMENT WILL RESPOND TO ANY QUESTIONS YOU HAVE REGARDING THIS DOCUMENT.

## THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

2909 SW MAUPIN LANE  
TOPEKA, KS 66614-5335

## THE KANSAS INSURANCE DEPARTMENT

420 SOUTHWEST 9TH STREET  
TOPEKA, KS 66612-1678

This is a summary of the basic provisions of the Kansas Life and Health Insurance Guaranty Association Act. It is only a summary, and does not provide an in dept analysis of that act. Nothing in this summary modifies the rights of persons who are protected by the act, or the rights or duties of the association.

The purpose of this Kansas Life and Health Insurance Guaranty Association Act is to protect certain individuals who purchase life insurance, annuities or health insurance in Kansas. The act provides for the establishment of a funding mechanism to pay benefits or provide insurance coverage to individuals when a life or health insurance company is unable to meet its obligations by reason of insolvency or financial impairment.

However, not all individuals with a right to recover under life or health insurance policies are protected by the act. An individual is only provided protection when:

1. the individual, regardless of where they reside, except for nonresident certificate holders under group policies or contracts, is the beneficiary, assignee or payee of a covered policy or contractholder,
2. the individual policy or contractholder is a resident of the state of Kansas,
3. the individual is not a resident of the state of Kansas, but only with respect to an annuity contract which has been awarded pursuant to a judgment or settlement agreement in a medical malpractice liability action,
4. the individual is not a resident of the state of Kansas, but only under UaIU of the following conditions:
  - a. the impaired or insolvent insurer was a Kansas domestic insurer; and
  - b. the insurer never had a license to do business in the state in which the individual resides; and
  - c. the state in which the individual resides has an association similar to this state's; and
  - d. the individual is not eligible for coverage by the association of the state in which the individual resides.

Additionally, the association may not provide coverage for the entire amount the individual expects to receive from the policy. The association does not provide coverage for any portion of the policy where the individual has assumed the risk, for any policy of reinsurance, for interest rates that exceed a specified average rate, for employers' plans that are self funded, for parts of the plan that provide dividends or credits in connection with the administration of the policy, for policies sold by companies not authorized to do business in Kansas, for any unallocated annuity contract or for policies or contracts that provide benefits under Medicare Part C or Part D. Also, the association will not provide coverage where any guaranty protection is provided to the individual under the laws of the insolvent or impaired insurer's state of domicile.

The act also limits the amount the association is obligated to pay individuals on various policies to those limits in effect on the date the association became liable for that impaired or insolvent insurer. The association does not pay more than the amount of the contractual obligation of the insurance company. Regardless of the number of policies or contracts the association is not obligated to pay amounts over \$300,000 in life insurance death benefits; \$100,000 in net cash surrender and net cash withdrawal values for life insurance; \$100,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, unless the annuity contract is awarded pursuant to a judgment or settlement agreement in a medical malpractice liability action; or more than \$300,000 in the aggregate for the above coverages with respect to any one life.

## LOUISIANA

The following changes apply to **GENERAL PROVISIONS**:

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

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

The following changes apply to **CLAIMS PROCEDURES AND PAYMENT**:

The following is added to the **PAYMENT OF CLAIMS** Provision:

Claims will be paid within thirty (30) days of satisfactory proof of loss is received by the Company or its agent.

All **PROOF OF LOSS** Provisions are deleted and replaced by the following:

**PROOF OF LOSS.** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of loss or as soon as practicable thereafter. Failure to comply with these conditions shall not invalidate any claims under the Policy unless Your action or inaction prejudiced the Company in the presentation of a loss or caused the Company to incur a loss.

The following applies to all Policy Sections:

The term “**Domestic Partner**” is deleted wherever used in this Individual Travel Policy.

## MAINE

The following revisions apply to **GENERAL PROVISIONS**:

The **MISREPRESENTATION AND FRAUD** Provision is revised as follows:

**MISREPRESENTATION AND FRAUD.** Your coverage shall be denied or cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the interest of You therein, or if You commit fraud or false swearing in connection with any of the foregoing.

## MISSISSIPPI

The following changes apply to **GENERAL PROVISIONS**:

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

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

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

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

The following provision is added to **GENERAL PROVISIONS**:

### **POLICY CHANGES:**

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

### **The following changes apply to CLAIMS PROCEDURES AND PAYMENT:**

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

**NOTICE OF CLAIM.** Written notice of claim must be given by the Claimant (either You or someone acting for You) to the Company or its designated representative within thirty (30) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative. Upon receipt of a written notice of claim, the Company will furnish any forms required to file a proof of loss. If the Company fails to furnish such forms within fifteen (15) days after receipt of notice of claim, the claimant shall be deemed to have complied with proof of loss requirements upon submitting written proof of loss covering the occurrence within the timeframe for proof of loss outlined in the policy.

The **PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced by the following:

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

- a) Your spouse;
- b) Your child or children jointly;
- c) Your parents jointly if both are living or the surviving parent if only one survives;
- d) Your brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The right to change the beneficiary is reserved for You.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other Insurance Policies. In no event will the Company reimburse You for an amount greater than the amount paid by You.

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

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

The following provision is added to **CLAIMS PROCEDURES AND PAYMENT**:

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

The following changes apply to **GENERAL LIMITATIONS AND EXCLUSIONS**:

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

9. Commission or the attempt to commit a felony by You, a Traveling Companion, or Family Member, whether insured or not or to which a contributing cause was You, a Traveling Companion, or Family Member being engaged in an illegal occupation;

## NEBRASKA

The following change applies to **GENERAL PROVISIONS**:

**DISAGREEMENT OVER SIZE OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the loss the disagreement will be settled by appraisal if the Company and You agree in writing to the appraisal process. If agreement to appraise is reached, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

## NEVADA

The following changes apply to **GENERAL LIMITATIONS AND EXCLUSIONS**:

Exclusion 8: "Being under the influence of drugs or intoxicants, unless prescribed by a Physician;" is deleted in its entirety.

## NEW JERSEY

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

All Excess Insurance Limitation Provisions are deleted in their entirety.

The following changes apply to **COVERAGES**:

The first paragraph of **ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE** is deleted and replaced by the following:

### ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a loss shown in the Table below.

The loss must occur within 90 days after the date of the Accident causing the loss. Accidental Death and Dismemberment Coverage is not subject to the Pre- Existing Condition Exclusion. The Maximum Limit is shown on the Confirmation 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.

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

### ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER (AIR ONLY)

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

The following changes apply to **GENERAL DEFINITIONS**:

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

"**Dependent**" means lawful spouse, Your partner to a civil union; and/or unmarried children under 18 years of age.

## NEW YORK

**The following exceptions apply to the Accident and Health Policy Benefits and Provisions:**

The following is added to the **medical expense** benefits:

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy. The Company will pay benefits as applicable to this program for such mandates.

The following changes apply to **GENERAL PROVISIONS**:

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

**LEGAL ACTIONS.** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than two (2) years after the time required for giving proof of loss.

The **CONTROLLING LAW** provision is deleted in its entirety and replaced by the following:

**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.

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

**MISREPRESENTATION AND FRAUD.** Your coverage shall be void if, whether before or after a loss, You sign a written instrument which conceals or misrepresents any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if in such written instrument, You commit fraud or false swearing in connection with any of the foregoing.

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

**SUBROGATION.** To the extent the Company pays for a loss suffered by You, the Company will take over the rights and remedies You had relating to the loss against the party responsible for your illness or injury to the extent of the benefits the Company has paid. This means that the Company has the right independently of You to proceed against the party responsible for your illness or injury to recover the benefits we have paid.

The following is added to the **PAYMENT OF CLAIMS PROVISION**:

Benefits under this Policy are payable to You not more than sixty (60) days after receipt of proper Proof of Loss.

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

**NOTICE OF CLAIM.** Written notice of claim must be given by the Claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible.

Notice should include Your name, the Participating Organization's name and the Policy number.

Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

The **EXCESS INSURANCE LIMITATION** is deleted in its entirety.

The first paragraph of **ACCIDENTAL DEATH AND DISMEMBERMENT** is deleted and replaced by the following:

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a loss shown in the Table below.

The loss must occur within 90 days after the date of the Accident causing the loss.



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

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Trip.

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

“**Dependent Child(ren)**” means Your children, including a stepchild, legally adopted Child or Child who is under Your guardianship during the waiting period prior to finalization of the adoption of such Child and depends on Your support and maintenance. The term Child includes a foster Child (not pending adoption) who is eligible for benefits provided by a governmental program or law if the foster Child is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

The definition of “**Hospital**” is deleted in its entirety and replaced by the following:

“**Hospital**” means a short-term, acute, general hospital, that:

- (a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (b) has organized departments of medicine and major surgery;
- (c) has a requirement that every patient must be under the care of a physician or dentist;
- (d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97,(42 USCA 1395x[k]);
- (f) is duly licensed by the agency responsible for licensing such hospitals; and is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

The definition of “**Covered Expenses**” is deleted in its entirety and replaced by the following:

“**Covered Expenses**” shall mean expenses incurred by You which are for covered services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the accompanying Confirmation of Benefits, under each stated benefit. The definition of Custodial Care is deleted in its entirety.

The definition of “**Medically Necessary**” is deleted in its entirety.

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

“**Pre-Existing Condition**” means any Injury, Sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the six (6) month period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

Such an Injury or Sickness will continue to be a Pre-Existing Condition until the expiration of 12 consecutive months, beginning with the effective date of coverage for which You have not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition.

The following definition of “**Domestic Partnership**” is added:

A domestic partnership is a legal or personal relationship between individuals who live together and share a common domestic life but are not joined in a traditional legally binding marriage. Proof of a common domestic financial interdependence can be achieved by registration as a domestic couple, or evidence such as a joint bank account, joint credit card, shared rental payments or other items of proof sufficient to establish economic interdependency.

The definition of “**Terrorist Attack**” is deleted in its entirety.

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

1. Pre-Existing Conditions, as defined in the Definitions section for twelve (12) months following the effective date of coverage (except Emergency Evacuation and Repatriation of Remains) unless the policy is purchased within 15 days of the initial Trip deposit. The booking for the Trip must be the first and only booking for this travel period and destination. You are not disabled from travel at the time You pay the premium and You must purchase the policy for the full non-refundable cost of Your Trip.

For the purpose of this exclusion, genetic information shall not be treated as a Pre-Existing Condition in the absence of a diagnosis of the condition related to such information.

No Pre-Existing Condition limitation provision shall exclude coverage in the case of:

- (1) an individual who, as of the last day of the thirty-day period beginning with the date of birth, is covered under creditable coverage as defined in subsection (c) of this section;
- (2) a Child who is adopted or placed for adoption before attaining eighteen years of age and who, as of the last day of the thirty-day period beginning on the date of the adoption or placement for adoption, is covered under creditable coverage as defined in subsection (c) of this section;
- (3) pregnancy; or
- (4) an individual, and any dependent of such individual, who is eligible for a federal tax credit under the federal Trade Adjustment Assistance Reform Act of 2002 and who has three months or more of creditable coverage;

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

2. Suicide, attempted suicide or any intentionally self-inflicted injury committed by You, a Traveling Companion or Family Member, whether insured or not;

Exclusion 3. War is deleted in its entirety and replaced by the following:

3. War, or an act of war (whether declared or undeclared); participation in riot or insurrection; service in the Armed Forces or units auxiliary thereto;

Exclusion 5 aircraft is deleted in its entirety and replaced by the following:

5. Aviation, other than while You are a fare paying passenger on a scheduled or chartered flight operated by a scheduled airline.

Exclusion 6 Mental or emotional disorders is deleted in its entirety and replaced by the following.

6. Mental or nervous disorders, except to the extent required by New York law;

Exclusion 8 drugs or intoxicants is deleted in its entirety and replaced by the following:

8. Treatment in connection with alcoholism and drug addiction, or use of any drug or narcotic agent, except use of a drug prescribed by a physician to the extent coverage is required by New York Law;

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

9. Expenses as a result of or in connection with the commission of any felony or attempt to commit a felony or to which a contributing cause was Your being engaged in an illegal occupation;

Exclusion 11 dental care is deleted in its entirety and replaced by the following:

11. Dental treatment except as a result of an injury to natural teeth caused by Accident or necessary care due to congenital disease or anomaly;

Exclusion 12 pregnancy is deleted in its entirety and replaced by the following:

12. Pregnancy except to the extent required under New York law;

The following exclusions are deleted:

4. Participation in any military maneuver or training exercise (does not apply to Cancel for Work Reasons coverage);
7. Participation as a professional in athletics; 10. participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; any race or speed contest; bungee cord jumping; scuba diving (unless PADI or NAUI certified); spelunking or caving; heliskiing; extreme skiing;
14. Traveling for the purpose of securing medical treatment.

**The following exceptions apply to the Property and Casualty Policy Benefits and Provisions:**

The Fourteen Day Free Look Provision is deleted in its entirety.

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

**SUBROGATION.** To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. This means that the Company has the right independent of You to proceed against the party responsible for Your Loss to recover benefits we have paid.

The **DISPUTE RESOLUTION** provision is added to the policy:

**DISPUTE RESOLUTION.** The Company and You agree to the exclusive jurisdiction of the courts of the State of New York to resolve any dispute or controversy arising out of this policy. The policy shall be construed in accordance with and governed by the laws of the State of New York.

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

**“Pre-Existing Condition”** means any Injury, Sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the six (6) month period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

Such an Injury or Sickness will continue to be a Pre-Existing Condition until the expiration of 12 consecutive months, beginning with the Effective Date of coverage for which You have not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition.

Exclusion 3, War is deleted in its entirety and replaced by the following:

3. War, or an act of war (whether declared or undeclared); participation in riot or insurrection; service in the Armed Forces or units auxiliary thereto;

Exclusion 5, Aircraft is deleted in its entirety and replaced by the following:

5. Aviation, other than while You are a fare paying passenger on a scheduled or chartered flight operated by a scheduled airline;

Exclusion 6, Mental or emotional disorders is deleted in its entirety and replaced by the following.

6. Mental or emotional disorders, except to the extent required by New York law;

Exclusion 12, Dental care is deleted in its entirety and replaced by the following:

12. Dental treatment except as a result of an Injury to sound natural teeth;

Exclusion 13, Pregnancy is deleted in its entirety and replaced by the following:

13. Pregnancy and childbirth except to the extent required under New York law;

**NORTH CAROLINA**

The following revisions apply to **GENERAL PROVISIONS:**

The **LEGAL ACTION** Provision is deleted in its entirety and replaced with the following:

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

The **SUBROGATION** provision is deleted.

The **EXCESS INSURANCE LIMITATION** is deleted in the entirety and replaced by the following:

**EXCESS INSURANCE LIMITATION**

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

The definition of **“Hospital”** is revised by the addition of the following:

**“Hospital”** also means:

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

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

**"Pre-Existing Condition"** means any Injury, Sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which within the 60 day period prior to the Effective Date under the policy (a) first manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Physician. Taking maintenance medications for a condition that is considered stable shall not be cause for Exclusion.

Exclusion 3 is deleted in the entirety and replaced by the following:

3. War, whether declared or not declared;

#### NORTH DAKOTA

The following revision is made to **GENERAL DEFINITIONS**:

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

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

#### OKLAHOMA

The following Fraud Statement is added:

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

The following change applies to **GENERAL PROVISIONS**:

The **WHEN YOUR COVERAGE ENDS** provision is deleted in its entirety and replaced by the following:

**WHEN YOUR COVERAGE ENDS.** Your coverage will end at 12:01 am Standard Time on the date which is the earliest of the following:

- The day following the Scheduled Return Date as stated on the travel tickets;
- The day after You return to Your origination point if prior to the Scheduled Return Date;
- The time the policy terminates;
- The date You cancel Your Trip.

#### The following change applies to **CLAIMS PROCEDURES AND PAYMENT**:

The **EXCESS INSURANCE** Limitation provision is deleted and replaced by the following:

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

The **LEGAL ACTIONS** provision is deleted and replaced by the following:

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

The following changes apply to **GENERAL DEFINITIONS**:

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

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

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

Exclusion 3 is deleted and replaced by the following:

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

Exclusion 12 Pregnancy and childbirth (except for Complications of Pregnancy) is deleted.

For exclusions that apply to **Baggage/Personal Effects** and **Baggage Delay**:

Exclusion 3 is deleted and replaced by the following:

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

#### OREGON

The following changes apply to **GENERAL PROVISIONS**:

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

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

The following changes apply to **CLAIMS PROCEDURES AND PAYMENT**:

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the loss at the time of the loss and both You and the Company agree to appraisal, the disagreement will be settled by appraisal. The appraisal must occur in Oregon and according to Oregon law. After there is agreement to appraise, You and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You are paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

The following changes apply **TRIP CANCELLATION** and **TRIP INTERRUPTION**:

Provision (f) is deleted and replaced by the following:

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

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

**"Domestic Partner"** means an individual joined in a domestic partnership.

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

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

## SOUTH DAKOTA

The following revisions apply to **GENERAL PROVISIONS**:

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

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

The following changes apply to **GENERAL DEFINITIONS**:

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

"**Pre-Existing Condition**" means any Injury, Sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which within the 60 day period prior to the Effective Date of Trip Cancellation coverage under the policy (a) manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Physician.

The Pre-Existing Conditions exclusion is waived if You enroll in the policy at the time You pay the deposit required for Your Trip (or within 10 days of the initial deposit) and You purchase the policy for the full non-refundable cost of Your Trip. Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

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

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

The following changes apply to **GENERAL LIMITATIONS AND EXCLUSIONS**:

Exclusion 8 is deleted in its entirety and replaced by the following:

8. being under the influence of drugs or intoxicants if committing a felony;

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

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

The **EXCESS INSURANCE LIMITATION** provisions, wherever shown in this policy are deleted in their entirety.

## TENNESSEE

The following revisions apply to **GENERAL PROVISIONS**:

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

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

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

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

The following revisions apply to **CLAIMS PROCEDURES AND PAYMENT**:

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

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

The following revisions apply to **GENERAL DEFINITIONS**:

The definition of "**Accident**" is deleted in its entirety and replaced with the following:

"**Accident**" means a sudden, unexpected, unintended event, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

The following revisions apply to **GENERAL LIMITATIONS AND EXCLUSIONS**:

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

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

Exclusion 3 is deleted in its entirety and replaced with the following:

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

## TEXAS

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

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

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

- a) acknowledge receipt of the claim;
- b) commence any investigation of the claim; and
- c) request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

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

The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of loss. If the company rejects the claim, the Company will inform the Claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the



## VERMONT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### VERMONT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### TRAVEL PROTECTION PROGRAM

- I. The Endorsement will attach to policy number LTP2007 and is effective on March 1, 2008:
- II. The following revisions apply to **CLAIMS PROCEDURES AND PAYMENT**:

The following is added to the **PAYMENT OF CLAIMS** provision:

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

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

It is understood that Policy definitions and provisions designating

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

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

All other terms and conditions of the Policy remain unchanged.

## VIRGINIA

The first paragraph of the Description of Coverage is revised to read as follows:

THIS PROGRAM IS ISSUED FOR A STATED TERM AS SHOWN IN YOUR ACCOMPANYING CONFIRMATION OF COVERAGE

This Description of Coverage describes all of the travel insurance benefits, underwritten by Arch Insurance Company and herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Coverage. It provides You with specific information about the program You purchased.

The **SUBROGATION** provision is deleted in its entirety.

The following **GENERAL PROVISIONS** are replaced in their entirety:

#### EXTENDED COVERAGE.

All coverage under the policy will be extended, if Your entire Trip is covered by the policy. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

The **PAYMENT OF CLAIMS** provision is revised to read as follows:

**PAYMENT OF CLAIMS.** The Company, or its designated representative, will pay a claim after receipt of acceptable proof of loss. Benefits for loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

- a) Your spouse;
- b) Your child or children jointly;
- c) an Insured's parents jointly if both are living or the surviving parent if only one survives;
- d) an Insured's brothers and sisters jointly; or
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You.

Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a Claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim.

Except as otherwise provided, if the Company delays payment of a claim following its receipt of all items, statements, and forms reasonably requested and required for more than 60 days, the Company shall pay, in addition to the amount of the claim, 18 percent per annum of the amount of such claim as damages, together with reasonable attorney fees. If suit is filed, such attorney fees shall be taxed as part of the costs in the case.

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

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

The provision entitled “**WHEN YOUR COVERAGE ENDS**” is amended by the addition of the following:

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

The **LEGAL ACTIONS** provision is replaced with the following:

**LEGAL ACTIONS:** No action in any form can be brought after two years and one day after the loss.

The **VALUATION** provision is replaced by the following:

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

The following **VALUATION** provision is added:

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

The **COLLISION DAMAGE WAIVER, RENTERS COLLISION INSURANCE** provision is deleted in its entirety.

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

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

Any payment made in good faith will discharge the Company's liability for the portion of the benefit that has been paid.

The **CLAIMS FORM** provision is added in Claims Procedures and Payment as follows:

**CLAIMS FORM.** The Company will furnish forms for filing a proof of loss. These forms will be provided to You within 15 days of notice of loss. If such forms are not furnished by the Company to You within such 15 days, the person making the claim shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting within the time fixed in the policy the filing of proof of loss covering the occurrence.

The **NOTICE OF CLAIM** provision is revised to read as follows:

**NOTICE OF CLAIM.** Written notice of claim must be given by the Claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

The **PROOF OF LOSS** provision is revised to read as follows:

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

The **DISAPPEARANCE** provision under **ACCIDENTAL DEATH AND DISMEMBERMENT** is revised to read as follows:

#### **DISAPPEARANCE**

The Company will pay benefits for loss of life if an Insured's body cannot be located one year after Your disappearance due to an Accident.

The **DISAPPEARANCE** provision under **ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER (AIR ONLY)** is revised to read as follows:

#### **DISAPPEARANCE**

The Company will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

The first paragraph of the **SICKNESS MEDICAL EXPENSE PROVISION** is revised to read as follows:

The Company will pay benefits up to maximum shown on the accompanying Schedule of Benefits, if You incur necessary Covered Medical Expenses as a result of a Sickness during the Trip.

The **EXCESS INSURANCE LIMITATION** provisions are deleted in their entirety.

The definition of **"Dependent Child(ren)"** is revised to read as follows:

**"Dependent Child(ren)"** means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 25 and who regularly attends an institution of learning [an accredited school or college; and who is primarily dependent on You for support and maintenance.

The definition of **"Physician"** is revised to read as follows:

**"Physician"** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

The definitions of **"Pre-Existing Condition"** are both replaced with the following:

**"Pre-Existing Condition"** means any injury, sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which within the sixty (60) day period prior to the effective date under the Policy required medical treatment or treatment was recommended by a Physician. The Pre-Existing Conditions exclusion is waived if You enroll in the Policy at the time You pay the deposit required for Your Trip (or within 15 days of the initial deposit) and You purchase the Policy for the full cost of Your Trip

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

The definitions of **"Hazard"**, **"Inclement Weather"**, **"Natural Disaster"** and **"Strike"** are deleted in their entirety.

#### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number : Arch Insurance Company, 300 Plaza Three, Jersey City, NJ 07311-1107, 1- 800-243-3174.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Virginia State Corporation Commission's Bureau of Insurance at: P.O. Box 1157, Richmond, VA 23218, 1- 800-552-7945 (for in-state calls) or 1-877-310-6560 (for out-of-state calls).

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Bureau of Insurance, have your policy number available.

#### **WEST VIRGINIA**

Under **CLAIMS PROCEDURES AND PAYMENT**, the **DISAGREEMENT OVER SIZE OF LOSS** provision is replaced with the following:

#### **DISAGREEMENT OVER SIZE OF LOSS.**

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

#### **WISCONSIN**

The following is added to the **SUBROGATION** provision under **GENERAL PROVISIONS**:

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

#### **WYOMING**

The following changes apply to **GENERAL PROVISIONS**:

The **LEGAL ACTIONS** Provision is deleted in its entirety and replaced with the following:

**LEGAL ACTIONS.** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than forty-eight (48) months after the date of discovery.

## **Disclosure Notice:**

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. 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.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.

The Travel Retailer's employees are not qualified or authorized to answer technical questions about the benefits, exclusions or conditions of any of the insurance offered by the Travel Retailer or to evaluate the adequacy of a prospective insured's existing insurance coverage.