

# Atlas Journey<sup>®</sup>

# ELEVATE

Administered by: WorldTrips

The following Schedule of Benefits shows the Maximum Benefit Amounts available through this program. Additionally, please note information regarding the Waiver of the Pre-Existing Condition Exclusion (if applicable) and Optional Upgrades. Please review to determine which benefits and limits apply to Your Trip. Full coverage details, terms and conditions can be found in the following Policy of insurance.

## SCHEDULE OF BENEFITS – PART 1

Benefits	Maximum Benefit
Trip Cancellation	
Maximum Benefit	100% of Trip Cost
Airline Reissue or Cancellation Fees	\$250
Reinstate Frequent Traveler Awards	\$250
Trip Interruption	
Maximum Benefit	150% of Trip Cost
Travel Delay	
Maximum Benefit	\$2,000
Maximum Benefit Per Day	\$200
Missed Connection	
Maximum Benefit	\$1,500
Medical Evacuation & Repatriation of Remains	
Maximum Benefit	\$1,000,000
Baggage Damage or Loss (Primary)	
Maximum Benefit	\$2,500
Per Article Limit	\$500
Baggage Delay	
Maximum Benefit	\$600

Optional Upgrades	
Upgrade: Trip Cancellation for Any Reason	If purchased:

	50% of Trip Cost or 75% of Trip Cost (see purchase confirmation)
Upgrade: Trip Interruption for Any Reason	If purchased: 50% of Trip Cost
Upgrade: Adventure Sports	Optional Purchase
Upgrade: Rental Car Damage and Theft Maximum Benefit Deductible	If purchased: \$50,000 \$250
Upgrade: Pet Care Pet Boarding Maximum Benefit Pet Medical Maximum Benefit	If purchased: \$250 \$500

USSIC-IM-2020-NH-001

## SCHEDULE OF BENEFITS – PART 2

Benefits	Maximum Benefit
Accidental Death & Dismemberment – 24 Hour Maximum Benefit	\$50,000
Emergency Accident and Sickness Medical Expense (Primary) Maximum Benefit Dental Expenses	\$50,000 \$750

USSIC-IM-2020-NHAH-001

**NOTE:** This Policy of insurance includes coverage for Pre-existing Conditions when purchased within 21 days of the Initial Trip Deposit Date. You are not eligible to purchase coverage or receive benefits under this Policy if You are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any illness or injury that limits or restricts Your ability to travel on the date of purchase. This Policy will not provide benefits for events that occur prior to Your purchase of coverage. Please ensure to review the full coverage details, terms and conditions.

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# U.S. Specialty Insurance Company (USSIC)

## TRAVEL INSURANCE COVERAGE INDIVIDUAL POLICY – PART 1

It is important that you understand the provisions and exclusions that are included in your travel insurance plan.

This Policy describes all the travel insurance benefits underwritten by U.S. Specialty Insurance Company (USSIC) herein referred to as the “Company” or as “We”, “Us” or “Our”. The insurance benefits vary from program to program. Please refer to the Schedule of Benefits, which provides the Insured, also referred to as “You” or “Your”, with specific information about the Policy purchased. You should contact Us immediately if You believe any information on Your Schedule of Benefits is incorrect.

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

All premium is refundable only during the fifteen (15) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If you depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.


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

Notice to Buyer: This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical, dental or cosmetic care, coverage for that specific treatment is not provided.

The following officers of U.S. Specialty Insurance Company (USSIC) witness this Policy.



Michael J. Schell  
PRESIDENT AND CEO



Alexander Ludlow  
SECRETARY

# Benefits – Part 1

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

## Trip Cancellation

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

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the additional single supplement cost You must pay as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is cancelled for one of the covered Unforeseen reasons listed below and You do not cancel Your Trip.

If You cancel due to a covered Unforeseen reason, and You used frequent traveler awards, such as frequent flier miles or hotel rewards, for any part of Your Trip, We will reimburse You for the fees You pay up to the Maximum Benefit Amount listed in the Schedule of Benefits to re-deposit those miles or rewards in Your account.

If You cancel or reschedule Your Trip due to a covered Unforeseen reason, We will reimburse You up to the sub-limit listed in the Schedule of Benefits for the reissue fee paid to the airline to change Your tickets.

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

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

1. Your, a Family Member's, a Traveling Companion's, a Business Partner's, or a Service Animal's death that occurs prior to departure on Your Trip;
2. Your, a Family Member's, a Traveling Companion's, a Business Partner's, or a Service Animal's covered Sickness or Injury that: (a) occurs before departure on Your Trip; (b) requires Medical Treatment by a Physician at the time of cancellation; and (c) as certified by a Physician prior to cancellation, results in medical restrictions so disabling as to cause You to cancel Your Trip. The Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause you to assume daily management of the business;
3. the following other Unforeseen reasons which occur to You or Your Traveling Companion provided such events occur while this coverage is in effect:
  - a. being unable to undergo a vaccination or inoculation, due to a medical reason or lack of availability as documented by Your or Your Traveling Companion's Physician, provided such vaccination or inoculation is announced and published as required or recommended for entry into a country of destination after this coverage is in effect;
  - b. being prevented from embarking on Your Trip due to You or Your Traveling Companion being Quarantined;

- c. pregnancy, as verified by medical records, provided the pregnancy begins after this coverage is in effect;
- d. Complications of Pregnancy, as verified by medical records, provided they begin after this coverage is in effect;
- e. attending the childbirth of a Family Member and/or surrogate mother to Your intended child, as verified by medical records, provided the pregnancy begins after this coverage is in effect;
- f. the death, hospitalization or Quarantine of Your Host at Your Destination with whom You and/or Your Traveling Companion will be staying during Your Trip;
- g. hospitalization due to mental, nervous or psychological disorders. The hospitalization must be for more than seventy-two (72) hours, must occur within thirty (30) days of your departure date and must occur at a time when this coverage is in effect;
- h. Strike that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel, preventing You or Your Traveling Companion from reaching Your destination;
- i. Inclement Weather that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- j. mechanical breakdown of the Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes a cancellation or delay of at least twelve (12) consecutive hours, preventing You or Your Traveling Companion from reaching Your destination;
- k. Natural Disaster that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel, preventing You or Your Traveling Companion from reaching Your destination;
- l. a cessation of public transportation services for twelve (12) hours due to Natural Disaster, severe weather, Civil Disorder or Riot that prevents You or Your Traveling Companion from reaching Your destination;
- m. a government-mandated shutdown of an airport, air traffic control system, cruise port or train station for at least three (3) consecutive hours due to a Terrorist Incident, fire, power outage, or Natural Disaster that affects Your or Your Traveling Companion's ability to travel on the Trip. Benefits are not available if alternate arrangements or a substitute route is available;
- n. the airport terminal from which You or Your Traveling Companion are scheduled to fly is closed due to a documented security breach occurring within twelve (12) hours of Your or Your Traveling Companion's arrival at the terminal or while You or Your Traveling Companion are physically at the terminal;
- o. Bankruptcy or Default of the airline, cruise line, tour operator, or other travel provider. The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
- p. being directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);
- q. mechanical breakdown or theft of Your or Your Traveling Companion's Covered Vehicle twenty-four (24) hours prior to Your Scheduled Departure Date;
- r. You, Your Traveling Companion or Your Host at Your Destination being called into emergency service to provide aid or relief for a Natural Disaster or Terrorist Incident as part of military, police, first responder, medical personnel or fire personnel duties;
- s. Your or Your Traveling Companion's Home or destination accommodations made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary within thirty (30) days of departure;
- t. mandatory evacuation ordered by local government authorities, or public evacuation notices, recommendations or advertisements in geographic areas where government authorities will not under any

- circumstance issue a mandatory evacuation order to its residents, at Your Trip destination due to a Natural Disaster or Inclement Weather;
- u. interruption of road service or road closure due to Inclement Weather or Natural Disaster occurring after this coverage is in effect prohibiting arrival, or causing a delay in arrival, to the scheduled Trip destination for at least twelve (12) hours;
  - v. Your cruise is cancelled by the cruise line or Travel Supplier due to insufficient or excessive water levels in the body of water where Your cruise is scheduled to take place, provided the water levels become insufficient or excessive while this coverage is in effect. Benefits are not payable if the cruise line provides an alternate cruise ship or mode of transportation rather than cancelling the sailing;
  - w. Your or Your Traveling Companion's Trip departure city or destination city is under a travel warning issued by the NOAA National Hurricane Center within thirty-six (36) hours of Your Scheduled Departure Date. No benefits are payable if the storm which triggers a hurricane warning was named prior to this coverage being in effect;
  - x. the U.S. Department of State issues a Level four (4) or higher Travel Advisory and Travel Alert for the Trip destination, after this coverage is in effect and for a period of time that would include Your Trip. This does not include flight connections or other transportation arrangements to reach Your destination;
  - y. as the result of civil commotion, Riot, or Civil Disorder at Your destination country within a one hundred (100) mile radius of Your destination city that occurs within forty-five (45) days of Your Scheduled Departure Date, Our authorized security risk firm deems travel to that area is not advisable;
  - z. civil commotion, Riot, or Civil Disorder that prevents You or Your Traveling Companion from reaching Your destination for at least twelve (12) consecutive hours;
  - aa. being hijacked, required to serve on a jury, or served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers). Notice must be received after this coverage is in effect;
  - bb. being a victim of a Verified Physical Assault (must be substantiated by a police report);
  - cc. a documented theft of passports, visas or travel documents that are unable to be reissued by local agents (must be substantiated by a police report);
  - dd. receiving a court-issued notice to attend an Adoption Proceeding or child custody hearing, provided attendance is not a condition of employment. The date of the scheduled Adoption Proceeding or custody hearing must be announced after this coverage is in effect, and must be scheduled for a date that falls during Your scheduled Trip dates;
  - ee. Your or Your Traveling Companion's adoption of a child is cancelled. The adoption must be the sole purpose of Your Trip;
  - ff. a Terrorist Incident that occurs within thirty (30) days of the Trip's Scheduled Departure Date in a city listed on the Trip itinerary. For benefits to be payable, there must not have been a Terrorist Incident in the city in the thirty (30) days prior to the purchase of the Policy. No benefits are payable for Terrorist Incidents that occur in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less. Benefits are not available if the Travel Supplier offers a substitute itinerary;
  - gg. filing for legal separation or divorce, or being legally separated or divorced, after this coverage is in effect. You must cancel Your Trip within twenty-one (21) days of the separation, divorce or filing of;
  - hh. being required to take an academic examination on a date that has been scheduled while You are on Your Trip, and the examination date falls within Your scheduled Trip dates;
  - ii. You or Your Family Member's or Your Traveling Companion's or Your Traveling Companion's Family Member's primary or secondary school continues classes beyond the predefined school year, due to Unforeseen circumstances that meet both of the following. 1) occur after this coverage is in effect. and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;



- jj. involuntary employment termination or layoff. Notification of the termination or layoff must occur thirty (30) days or more after this coverage is in effect. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased. This benefit is not available to independent contractors, temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;
- kk. a transfer of employment of two hundred fifty (250) miles or more that requires the relocation of Your or Your Traveling Companion's Home. Notification of the transfer must occur within thirty (30) days of the Scheduled Departure Date of Your Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;
- ll. revocation of previously granted military leave or reassignment of station. For revocation, official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. For reassignment, orders of relocation must be provided;

being required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. In the situation of self-employment, proof of self-employment and a notarized statement confirming You or Your Traveling Companion are unable to travel due to job obligations will be required.

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

## Trip Interruption

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

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

We will also reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the additional single supplement cost You pay as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is interrupted for one of the covered Unforeseen reasons listed below and You do not interrupt Your Trip.

In no event shall the amount reimbursed for this benefit exceed the lesser of the Pre-paid Payments or Deposits made for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

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

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



2. Your, a Family Member's, a Traveling Companion's, a Business Partner's, or a Service Animal's covered Sickness or Injury that: (a) occurs while this coverage is in effect; (b) requires Medical Treatment by a Physician at the time of interruption; and (c) as certified by a Physician prior to interruption, results in medical restrictions so disabling as to prevent Your continued participation on the Trip. The Sickness or Injury of Your Business Partner must be so disabling as to reasonably cause you to assume daily management of the business;
3. the following other Unforeseen reasons which occur to You or Your Traveling Companion provided such circumstances occur while this coverage is in effect:
  - a. being unable to continue on Your Trip due to You or Your Traveling Companion being Quarantined;
  - b. pregnancy, as verified by medical records, provided the pregnancy begins after the Effective Date of Your Policy;
  - c. Complications of Pregnancy, as verified by medical records, provided they begin after Your Effective Date of Your Policy;
  - d. attending the childbirth of Your Family Member or surrogate mother to Your intended child, as verified by medical records, provided the childbirth begins during Your Trip;
  - e. the death, hospitalization or Quarantine of Your Host at Your Destination with whom You and/or Your Traveling Companion are staying with during Your Trip;
  - f. hospitalization due to mental, nervous or psychological disorders. The hospitalization must be for more than seventy-two (72) hours, must occur during Your Trip;
  - g. Strike that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
  - h. Inclement Weather that causes complete cessation of services for at least twelve (12) consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel preventing You or Your Traveling Companion from reaching Your destination;
  - i. mechanical breakdown of the Common Carrier on which You or Your Traveling Companion are scheduled to travel that causes a cancellation or delay of at least twelve (12) consecutive hours preventing You or Your Traveling Companion from reaching Your destination;
  - j. Natural Disaster that causes complete cessation of services for at least twelve (12) hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
  - k. a cessation of public transportation services for twelve (12) hours due to Natural Disaster, severe weather, Civil Disorder or Riot that prevents You or Your Traveling Companion from reaching Your destination;
  - l. a government-mandated shutdown of an airport, air traffic control system, cruise port or train station during the Trip for at least three (3) consecutive hours due to a Terrorist Incident, fire, power outage or Natural Disaster that affects Your or Your Traveling Companion's ability to continue travelling on the Trip. Benefits are not available if alternate arrangements or a substitute route is available;
  - m. the airport terminal from which You or Your Traveling Companion are scheduled to fly is closed due to a documented security breach occurring within twelve (12) hours of Your or Your Traveling Companion's arrival at the terminal or while You or Your Traveling Companion are physically at the terminal;
  - n. Bankruptcy or Default of the airline, cruise line, tour operator, or other travel provider. The Bankruptcy or Default must cause a complete cessation of travel services. The Bankruptcy or Default must occur while on Your Trip and more than fourteen (14) days following Your purchase of the Policy. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow transfer to another airline in order to get to the intended destination. This coverage applies only if Your Policy was purchased within the Time Sensitive Period;
  - o. being directly involved in a traffic accident while en route to the scheduled Trip point of departure (must be substantiated by a police report);

- p. mechanical breakdown or theft of Your or Your Traveling Companion's Covered Vehicle twenty-four (24) hours prior to Your Scheduled Departure Date;
- q. You, Your Traveling Companion or Your Host at Your Destination being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident as part of military, police, first responder, medical personnel or fire personnel duties;
- r. Your or Your Traveling Companion's Home or destination accommodations made Uninhabitable by fire, flood, other Natural Disaster, vandalism, or burglary;
- s. mandatory evacuation ordered by local government authorities, or public evacuation notices, recommendations or advertisements in geographic areas where government authorities will not under any circumstance issue a mandatory evacuation order to its residents, at Your Trip destination due to a Natural Disaster or Inclement Weather;
- t. interruption of road service or a road closure due to Natural Disaster or Inclement Weather, prohibiting arrival, or causing a delay in arrival, at the scheduled Trip destination for at least twelve (12) hours;
- u. Your cruise is interrupted by the cruise line or Travel Supplier due to insufficient or excessive water levels in the body of water where Your cruise is scheduled to take place. Benefits are not payable if the cruise line provides an alternate mode of transportation to reach the next port of call where a substitute cruise ship is provided;
- v. Your or Your Traveling Companion's Trip departure city or destination city is issued a travel warning by the NOAA National Hurricane Center. Coverage for this reason is only available fourteen (14) days or more following the Policy purchase date;
- w. the U.S. Department of State issues a Level four (4) or higher Travel Advisory and Travel Alert for the Trip destination while on Your Trip. This does not include flight connections or other transportation arrangements to reach Your destination;
- x. as the result of civil commotion, Riot, or Civil Disorder at Your destination country within a one hundred (100) mile radius of Your destination city that occurs during Your Trip, Your Plan Assistance Provider deems travel within that area is no longer advisable;
- y. civil commotion, Riot, or Civil Disorder that prevents You or Your Traveling Companion from reaching Your destination for at least twelve (12) consecutive hours;
- z. being hijacked, required to serve on a jury during the Trip dates, or served with a court order to appear as a witness in legal action during the Trip in which You or Your Traveling Companion is not a party (except law enforcement officers). Notice must be received while on Your Trip;
- aa. being the victim of a Verified Physical Assault (must be substantiated by a police report);
- bb. a documented theft of passports, visas or travel documents that are unable to be reissued by local agents (must be substantiated by a police report);
- cc. receiving a court-issued notice to attend an Adoption Proceeding or child custody hearing, provided attendance is not a condition of employment. The date of the scheduled Adoption Proceeding or custody hearing must be announced during Your Trip, and must be fixed on a date that falls within the scheduled Trip dates;
- dd. a Terrorist Incident that occurs in a city listed on the Trip's itinerary. In order for benefits to be payable, there must not have been a Terrorist Incident in the city in the thirty (30) days prior to Your purchase of the Policy. No benefits are payable for Terrorist Incidents that occur in a layover city and/or a city on the Trip itinerary that shows a scheduled visit of six (6) hours or less. Benefits are not available if the Travel Supplier offers a substitute route/ itinerary;
- ee. being required to take an academic examination on a date that has been scheduled while You are on Your Trip, and the examination date falls within Your scheduled Trip dates
- ff. involuntary employment termination or layoff. Notification of the termination or layoff must occur during the Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased. This benefit is not available to independent contractors,

- temporary employees or self-employed individuals, or if You or Your Traveling Companion are a company owner or partner;
- gg. a transfer of employment of two hundred fifty (250) miles or more that requires the relocation of Your or Your Traveling Companion's Home. Notification of the transfer must be issued during the Trip. Employment must have been with the same employer for at least one (1) continuous year, including the date this Policy was purchased;
  - hh. revocation of previously granted military leave or reassignment of station. For revocation, official written notice by a supervisor or commanding officer of the original approval and the revocation must be provided. For reassignment, orders of relocation must be provided;
  - ii. being required to work during the scheduled Trip. Written confirmation of the previously approved time off and the revocation must be provided by an unrelated company official and/or the company's Human Resources Department. In the situation of self-employment, proof of self-employment and a notarized statement confirming You or Your Traveling Companion are unable to travel due to job obligations will be required.

## Travel Delay

If You are delayed for five (5) hours or more while en route to, during, or returning from Your Trip, due to a covered Travel Delay event listed below, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the costs You pay for reasonable and necessary accommodations, meals, telephone calls and local transportation while You are delayed. When presenting a claim for these benefits, You must provide written confirmation of the reason for delay, including but not limited to, the scheduled departure and return dates and times, and the actual departure and return dates and times.

For a covered Travel Delay, We will also reimburse You for the following:

1. Up to the sub-limit listed in the Schedule of Benefits for expenses You paid for internet usage fees at the airport where You are experiencing a flight delay five (5) hours or more;
2. Up to the sub-limit listed in the Schedule of Benefits for the cost paid for one movie rental, in the event Your delay results in an unscheduled overnight stay outside of Your Home city (not including adult movies with an "NC-17" rating according to the Classification and Rating Administration (CARA)).

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

- a. any covered Unforeseen Trip Cancellation or Trip Interruption reason;
- b. any officially documented delay of Your Common Carrier;
- c. a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report or documentation);
- d. Your or Your Traveling Companion's lost or stolen passport(s), visa(s) or travel documents (must be substantiated by a police report);
- e. Quarantine, hijacking, Strike, Natural Disaster, Terrorist Incident, Cyber Terrorism, Civil Disorder or Riot;
- f. a road closure due to severe weather or local transportation authority preventing You from getting to the point of departure for Your Trip (must be substantiated by the department of transportation, state police, etc.);
- g. Your Sickness or Injury, or the Sickness, Injury or death of Your Traveling Companion;
- h. You are unable to secure an assigned seat as a ticketed passenger on a flight (not including voluntarily giving up Your seat on an overbooked flight).

## Missed Connection

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

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

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

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

## Medical Evacuation & Repatriation of Remains

We will pay this benefit, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the covered expenses listed below, incurred by You, subject to the following:

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

For this benefit, Covered Expenses shall mean:

- a. expenses incurred by You for Physician-ordered emergency medical evacuation when no suitable local care is available, including medically appropriate transportation and necessary medical care en route, to a Hospital of Your choice, when You are critically ill or injured, subject to Our prior approval or that of Our Plan Assistance Provider.
- b. expenses incurred for non-emergency repatriation, including medically appropriate transportation and medical care en route, to a Hospital of Your choice or to Your Home, when approved by the attending Physician, subject to Our prior approval or that of Our Plan Assistance Provider. In lieu of returning to Your Home, You may opt to be returned to a different city in the United States if proper care for Your condition is not available in Your Home city.
- c. expenses for transportation (not to exceed the cost of one-way economy airfare to the place of hospitalization), and expenses for reasonable hotel accommodations, meals, telephone calls and local transportation for one (1) person chosen by You, up to the sub-limit in the Schedule of Benefits, provided that You are traveling alone, with a minor, or with a person incapable of providing support, and are, or Your Physician expects You to be, hospitalized for twenty-four (24) hours or more.
- d. expenses for transportation (not to exceed the cost of one-way economy airfare (or similar class as the originally issued ticket) to Your Home, including Escort expenses, if You are under the age of eighteen (18) and are left unattended due to the death or hospitalization of Your accompanying adult(s), subject to Our prior approval or that of Our Plan Assistance Provider.
- e. expenses for Transportation (not to exceed the cost of one-way economy airfare (or similar class as the originally issued ticket) to return Your Traveling Companion to their Home if You are, or Your Physician expects You to be hospitalized for twenty-four (24) hours or more.
- f. expenses associated with transporting Your Baggage to either the location You or Your Traveling Companion were evacuated to or to Your or Your Traveling Companion's Home (or scheduled destination in the case of a one-way Trip) if You or Your Traveling Companion are transporting under a covered Medical Evacuation and Your or Your Traveling Companion's Baggage doesn't accompany You or Your Traveling Companion during the evacuation.

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

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

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

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

## Baggage Damage or Loss

Please note: this coverage is primary. Please see Primary Insurance under the GENERAL PROVISIONS section for details.

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

### Valuation and Payment of Loss:

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

All covered loss items are subject to a per article maximum payable (as indicated in the Schedule of Benefits under “Per Article Maximum”).

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

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

Items Not Covered:

We will not pay for damage to or loss of:

1. animals;
2. automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;
3. bicycles, except when checked as Baggage with a Common Carrier;
4. household effects and furnishings; antiques and collector items;
5. eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers or other orthodontic devices;
6. hearing aids, artificial limbs or prosthetic devices;
7. keys, money, and credit cards; securities, stamps, tickets, and documents;
8. professional or occupational equipment or property, whether or not electronic Business Equipment;
9. software or downloads.

Losses Not Covered:

We will not pay for loss arising from:

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

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

## Baggage Delay

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Covered Expenses listed below if Your Baggage is delayed or misdirected by a Common Carrier for twelve (12) hours or more from Your time of arrival at Your Trip destination (coverage is not applicable for Your arrival at Your Scheduled Return Destination).

For this benefit, Covered Expenses shall mean:

1. the cost of reasonable and necessary additional clothing and personal items purchased by You while Your Baggage is delayed or misdirected;
2. paid expenses You incur during Your Trip to launder the clothing in Your possession while Your checked Baggage is delayed or misdirected, up to the sub-limit shown in the Schedule of Benefits; and
3. paid expenses You incur during Your Trip to track, locate and/or expedite the return of Your delayed or misdirected Baggage, up to the sub-limit shown in the Schedule of Benefits.

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

# Optional Upgrades

## Upgrade – Trip Cancellation for Any Reason

If you purchase this optional upgrade, the following Benefit is added to Your Policy, with a Maximum Benefit Limit shown in Your Schedule of Benefits:

We will reimburse You up to the amount in the Schedule of Benefits for a percentage of the unused, non-refundable, Pre-paid Payments or Deposits made for Your Travel Arrangements if You cancel the Trip for any reason, provided:

1. Your payment for this Policy benefit is received within the Time Sensitive Period;
2. You have insured one hundred percent (100%) of the value/costs for Travel Arrangements known to you at the time You purchase this benefit;
3. You are able to travel at the time You purchase this benefit;
4. the Trip cost per person is no more than fifty thousand dollars (150,000);
5. You cancel Your Trip forty-eight (48) hours or more prior to Your Scheduled Departure Date.

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

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## Upgrade – Trip Interruption for Any Reason

If you purchase this optional upgrade, the following Benefit is added to Your Policy, with a Maximum Benefit Limit shown in Your Schedule of Benefits:

If You interrupt Your Trip forty-eight (48) hours or more after Your actual departure date, for any reason not otherwise covered in this Policy, We will reimburse You for the Maximum Benefit Amount shown in the Schedule of Benefits of the total amount of coverage You purchased for Your Travel Arrangements, for:

1. the unused portion of the prepaid, non-refundable Payments or Deposits You paid for Your Travel Arrangements; and
2. the additional fare paid to return Home less the value of applied credit from an unused travel ticket, limited to the cost of one-way economy transportation (or similar class as the originally issued ticket) by scheduled Common Carrier, from the point of Trip destination to the point of Trip origin shown on the original travel tickets.

This coverage is only available provided:

- a. Your payment for this Policy benefit is received within the Time Sensitive Period; and
- b. You have insured one hundred percent (100%) of the value/costs for Travel Arrangements known to you at the time You purchase this benefit.

This Trip Interruption for Any Reason benefit does not cover failure of the Travel Supplier to provide the bargained-for Travel Arrangements for any reason.



## Upgrade – Adventure Sports

If you purchase this optional upgrade, the following coverage change applies:

“Adventure Sports” is removed from the following exclusion listed under GENERAL EXCLUSIONS AND LIMITATIONS:

7. participating in Bodily Contact Sports, Extreme Sports, Organized Sports, any race or speed contests;

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## Upgrade – Rental Car Damage and Theft

If you purchase this optional upgrade, the following Benefit is added to Your Policy, with a Maximum Benefit Limit shown in Your Schedule of Benefits:

If You rent a Rental Car while on Your Trip, and while in Your possession, the vehicle is: (1) damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control; or (2) stolen and not recovered, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the lesser of:

1. the reasonable and necessary cost of repairs and rental charges imposed by the rental company while the car is being repaired;
2. the Actual Cash Value of the Rental Car; or
3. the Maximum Benefit Amount shown in the Schedule of Benefits.

You must be licensed to operate the vehicle and listed on the rental contract for benefits to be payable. We will not provide benefits for any loss or damage caused by or arising from:

1. obligation of You, a Traveling Companion or a Family Member traveling with You, assumed under any agreement (except insurance collision deductible);
2. rentals of moving trucks, cargo trucks, campers, trailers, motor bikes, motorcycles, off road vehicles, or any Exotic Vehicles;
3. any loss that occurs if You or anyone traveling with You are in violation of the rental agreement or misuse the vehicle;
4. failure to report the loss to the proper local authorities and/or the rental company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to operating the Rental Car: (1) while under the influence of alcohol or any illegal substance, or the abuse of a legal substance; (2) while using any medication that recommends abstinence from driving; (3) in a speed competition; (4) for compensation for hire; or (5) for illegal trade purposes or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: (1) mechanical failure or breakdown of the Rental Car; (2) wear and tear, gradual deterioration, corrosion, rust or freezing; (3) any negligence or abuse of the Rental Car; (4) any dishonest act or conversion; (5) any consequence of war (declared or otherwise); or (6) contamination by a radioactive material.

Under the heading “**DEFINITIONS**”, the following definitions are added:

Exotic Vehicles means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer's Suggested Retail Price (MSRP) over seventy-five thousand dollars (\$75,000).

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

Under the heading "**CLAIMS PROVISIONS: Your Duties in the Event of a Loss**", the following is added:

Rental Car Damage or Theft: You must:

1. Take all reasonable and necessary steps to protect the Rental Car and prevent further damage to it.
2. Report the loss to the appropriate local authorities and the Rental Car company as soon as possible.
3. Obtain all information from any other party involved in an Accident, such as name, address, insurance information and driver's license number.
4. Provide Us all documentation such as rental agreement, and any police report or damage estimate (if available).

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## Upgrade – Pet Care

If you purchase this optional upgrade, the following coverage changes apply:

The following Unforeseen reason is added under Your TRIP CANCELLATION:

- (ss) death or critical illness of Your cat or dog that occurs within the thirty (30) days prior to Your Trip Scheduled Departure Date as certified by a Veterinarian at the time of loss preventing Your participation in the Trip;

The following Unforeseen reasons are added to Your TRIP INTERRUPTION Benefit:

- (mm) death or critical illness of Your cat or dog that occurs during the Trip as certified by a Veterinarian;

The following Benefit is added to Your Policy, with a Maximum Benefit Limit shown in Your Schedule of Benefits:

### **PET BOARDING**

We will pay You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for additional boarding fees incurred after the first twelve (12) hours of Your delayed return from Your Trip due to Your covered Trip Interruption which results in Your pet exceeding a pre-booked period of accommodation within a recognized boarding kennel, cattery, stables or animal shelter.

Benefits are not payable for:

1. claims which are not substantiated by a written report from the boarding kennel, cattery, or animal shelter; and
2. any fees incurred in the first twelve (12) hours following the original reservation period.

The following Benefit is added to Your Policy, with a Maximum Benefit Limit shown in Your Schedule of Benefits:

### **PET MEDICAL**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits less any deductible listed, if Your cat or dog that is accompanying You on Your Trip has emergency veterinary treatment

during Your Trip resulting in covered reasonable and necessary medical expenses listed below as a result of a sickness or injury that first manifests itself in or occurs to Your cat or dog during Your Trip.

For this coverage:

1. Emergency veterinary treatment means necessary medical treatment, services and supplies that must be performed during the Trip due to the serious and acute nature of Your pet's sickness or injury. No benefits are available for any treatment of a pre-existing condition.
2. Covered medical expenses means necessary services and supplies administered by the attending licensed Veterinarian during Your Trip.

Maximum Benefit Amount shown in the Schedule of Benefits is the total available for all reasonable and necessary expenses incurred by all pets accompanying You.

The following coverage is added under Your MEDICAL EVACUATION Benefit:

- (g) charges to transport Your pet Home if You suffer an Accident or Sickness while on Your Trip that results in Your Hospitalization.

Under the heading "DEFINITIONS", the following is added:

Veterinarian means a licensed practitioner pertaining to the medical and surgical treatment of animals acting within the scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or a Family Member.

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## Definitions

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

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

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

**Adoption Proceeding** means any mandatory meeting as a condition of law requiring the attendance of the prospective adoptive parent(s) with the intent to create a legal parent-child relationship.

**Adventure Sports** means leisure and non-professional sports activities including but not limited to the following: safari, bungee jumping, cave diving, Diving below ten (10) meters, hang gliding, kite surfing, Mountaineering below seven thousand (7,000) meters, paragliding, parasailing, powerlifting, spelunking, sub-aqua pursuits involving underwater breathing apparatus, and surfing.

**Air Carrier** means any air conveyance operating under a valid license for the transportation of passengers for hire.

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

**Bankruptcy or Default** means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

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

**Business Equipment** means property not owned by You 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 general partnership with You; and (b) is actively involved in the day to day management of Your business.

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; child care service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Child Caregiver** means an individual providing basic childcare service needs for Your minor child(ren) under the age of eighteen (18) while You are on the Trip without the minor child(ren).

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

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

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

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

**Covered Vehicle** means a private passenger vehicle not used commercially (including Recreational Vehicles, campers, boats, minivans, pick-up trucks and sport utility vehicles) owned by or under long term lease one (1) year or more) to You.

**Cyber Terrorism** means the use or operations, as a means for inflicting harm, of any computer, computer software program, malicious code, computer virus or process or any other electronic system. In terms of coverage under this Policy, a Terrorist Incident is not Cyber Terrorism as defined.

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

**Dive/Diving** means recreational scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba diving, You must be equipped with personal diving equipment. Diving must be done by a person (a) At least ten (10) years of age and qualified as a diver, holding a valid diver's certificate (recognized by international diving organizations), and according to the generally accepted standards of the diving community; or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

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

1. resides with You;
2. shares financial assets and obligations with You;
3. is not related by blood to You to a degree of closeness that would prohibit legal marriage; and
4. neither You nor Your Domestic Partner is married to anyone else or has any other Domestic Partner.

We may require proof of the domestic partner relationship in the form of a signed and completed affidavit.

**Economy Transportation** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation purchased for Your Trip.

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

**Eligible Person** means a resident of the United States of America.

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

**Exotic Vehicles** means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer's Suggested Retail Price (MSRP) over seventy-five thousand dollars (\$75,000) - two hundred thousand dollars (\$200,000).

**Extreme Sports** means an athletic pursuit that involves a high degree of danger or risk outside a controlled environment, such as BASE jumping, cliff diving, extreme skiing, fly-by-wire, heli-skiing, heli-snowboarding, Mountaineering above seven thousand (7,000) meters, Parachuting, rafting (white water or black water, grades 3 or higher), skiing outside marked trails, skydiving, and wing suit flying.

**Family Member** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal); Your, Your Traveling Companion's, or Your Domestic Partner's: legal guardian or ward, parent, brother or sister, son or daughter, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver. This includes adoptive, foster, step and in-law relationships.

**Final Payment** means Your last Payment(s) or Deposit(s) for any element of Your Trip made to Your Travel Supplier, Your Common Carrier or one of the organizations or providers with whom You are booking Your Trip which results in a 'paid in full' or 'zero balance due' status.

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

**Hospital** means:

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

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

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

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

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

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

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

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

**Intramural Sports** means Recreational Sports organized within a school. Matches or games are conducted between members of the same school (as opposed to varsity teams who compete with other schools). Activities for intramural sport participants are conducted separately from interscholastic athletics. Often these programs are administered by students themselves under the supervision of a faculty sponsor or intramural coordinator.

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions. The participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. It includes the practice or training for the competition, and the travel to or from such practice or competition, both while under the direct and immediate supervision of an employee of the educational

institution. Participation in intramural and club sports are not considered Interscholastic Sports provided the sport is not exercised as high-performance sport practicing and competing more than ten (10) hours per week.

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

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

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

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

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

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

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

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

**Organized Sports** means Intramural Sports or Interscholastic Sports.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Policy.

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

**Physician** means a Doctor of Medicine (MD), Doctor of Dental Surgery (DDS), Doctor of Dental Medicine (DDM), Doctor of Podiatry (DPM), Doctor of Osteopathy (DO), a licensed Physical Therapist or Physiotherapist, and a Doctor of Psychiatry (Psy.D) and a Doctor of Psychology (Ph.D.). Physician also includes a Certified Nurse Practitioner (CNP), Certified Registered Nurse Anesthetist (CRNA), Nurse Midwife or a Physician Assistant (PA) under the direction of a medical doctor.



The Physician must be currently licensed by the jurisdiction in which the services are provided, and the services must be within the scope of that license. The Physician cannot be You, a Traveling Companion or a Family Member.

**Plan Assistance Provider** means On Call International.

**Pre-existing Condition** means an illness, disease, or other condition during the ninety (90) day period immediately prior to the Effective Date of Your coverage for which You:

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

Item (3) above does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine, and remains treated or controlled without any adjustment or change in the required prescription throughout the ninety (90) day period before Your coverage is effective under this Policy. Change in required prescription means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is 1. between a brand name and a generic medication with comparable dosage; or 2. an adjustment to insulin or anti-coagulant dosage.

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

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

**Recreational Vehicle (RV)** means a motor vehicle or trailer owned by You which includes living quarters designed for accommodation. Recreational Vehicle includes motorhomes, campervans, travel trailers, camper trailers, fifth-wheel trailers, pop-up campers and truck campers.

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

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

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

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

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

**Service Animal** means a dog that is trained to assist You in performing necessary life tasks or trained to detect specific medical indicators or episodes for prevention of escalated medical events and is registered with the National Service Animal Registry (NSAR).

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

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

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

**Time Sensitive Period** means:

For initial Policy purchase:

within twenty-one (21) days of the date Your Initial Deposit for Your Trip is received.

For subsequent arrangements:

within twenty-one (21) days of payment for any subsequent Pre-paid, nonrefundable arrangements added to Your Trip.

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

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

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

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

**Trip** means scheduled trip up to one hundred eighty (180) days in length and for which coverage is elected and the premium is paid. Travel must take you one hundred (100) miles or more away from Your Home.

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

- If You are not sharing the cost with, or not paying the cost on behalf of, other travelers, the Trip Cost will include the full dollar amount paid by You for Your Trip.
- If You are sharing the cost with other travelers, the Trip Cost will include the portion of the full dollar amount actually paid for the Trip by You (even if this amount differs from the Travel Supplier invoice).
- If Your Trip is paid for by someone else, the Trip Cost will include the dollar amount designated by the Travel Supplier for Your portion of the Trip.

- If You are paying for the costs of the Trip for himself or herself, as well as other travelers, the Trip Cost will include the dollar amount designated by the Travel Supplier for Your portion of the Trip. The cost for other travelers will not be included in Your Trip Cost.

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

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

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

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

**Veterinarian** means a licensed practitioner pertaining to the medical and surgical treatment of animals acting within the scope of his/her license. The treating Veterinarian may not be You, a Traveling Companion or a Family Member.

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# General Exclusions and Limitations

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

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

Waiver of the Pre-Existing Condition Exclusion: The exclusion for Pre-existing Conditions will be waived provided: (a) Your premium for this Policy is received within the Time Sensitive Period; and (b) You are medically able to travel at the time You make Your payment for this Policy;

2. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
  3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
  4. participating in maneuvers or training exercises of an armed service or police force of any country;
  5. riding or driving in races, or speed or endurance competitions or events;
  6. participating as a member of a team in an Organized Sports competition or participating as a professional in a stunt, athletic or sporting event or competition;
  7. participating in Adventure Sports, Bodily Contact Sports, Extreme Sports, Organized Sports, any race or speed contests;
  8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  9. being Intoxicated;
  10. the commission of, or attempt to commit, a felony or being engaged in an illegal occupation;
  11. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
  12. a loss or damage caused by detention, confiscation or destruction by customs officials;
  13. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eyeglasses, contacts or any Elective Treatment and Procedures (including any complications arising from);
  14. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;
  15. failure of any tour operator, Common Carrier, or other Travel Supplier, person or agency to refund money due to You, or to provide the bargained-for Travel Arrangements (for reasons other than those listed in Trip Cancellation and Trip Interruption);
  16. a mental, nervous or psychological disorder (including the treatment of such condition, unless hospitalized for seventy-two (72) hours or more for that condition while the Policy is in effect for You);
  17. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Policy is not in effect for You;
  18. curtailment or delayed return for reasons other than the covered events listed in the offered Coverages;
  19. services not shown as covered;
  20. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear, or radioactive weapon device, material, gas, matter or contamination;
  21. traveling against the advice of a Physician and any loss occurring during such a Trip;
  22. operation of any motor vehicle outside of the proper license required, laws or regulations in the area in which the motor vehicle is being operated.
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# Coverage Provisions

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

An Eligible Person who is booked to travel on a Trip. Eligibility for purchase of this Policy could be reviewed at the time of claim.

## **When Coverage Begins:**

Trip Cancellation and Optional Trip Cancellation for Any Reason: Coverage begins on the following and shall be known as the effective date and time for this coverage: at 12:01am U.S. Eastern Time on the day after the date the premium for this Policy to cover Your Trip is paid.

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

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

## **When Coverage Ends:**

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

Optional Trip Cancellation for Any Reason: Coverage ends forty-eight (48) hours prior to the Trip's Scheduled Departure Date.

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

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

## **Extension of Coverage:**

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

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

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

All other coverages under the Policy will be extended if Your entire Trip is covered by the Policy and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will finally end on the earlier of the date You reach Your originally Scheduled Return Destination, or thirty (30) days after the Scheduled Return Date.

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## Claim Provisions

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

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

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

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

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

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

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

### **Rental Car Damage or Theft;**

You must:

1. Take all reasonable and necessary steps to protect the Rental Car and prevent further damage to it.
2. Report the loss to the appropriate local authorities and the Rental Car company as soon as possible.

3. Obtain all information from any other party involved in an Accident, such as name, address, insurance information and driver's license number.
4. Provide Us all documentation such as rental agreement, and any police report or damage estimate (if available).

**Where to Report a Claim:**

Contact the USSIC Plan Administrator at:

Customer Service: 1-866-400-6090

Direct Line: 603-328-6387

Mailing Address: Attention: Co-ordinated Benefit Plans, LLC

On Behalf of U.S. Specialty Insurance Company and Affiliated Companies

P.O. Box 26222

Tampa, FL 33623

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

**Claim Forms:** When notice of claim is received by Us or Our designated representative, Co-ordinated Benefit Plans, LLC forms for filing Proof of Loss will be furnished. You may also obtain claim forms from Co-ordinated Benefit Plans, LLC or at <https://cbpconnect.com/> (which will provide all details for filing Your claim appropriately). Please read the instructions carefully. The instructions will direct You toward filing all the correct necessary documentation and doing so will facilitate the quickest and most efficient claim processing.

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

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

**Reduction in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

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

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

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



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

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

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

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

**Arbitration and Class Action Waiver:** Excluding claims for injunctive or other equitable relief, any dispute or controversy between You and the Company, or its affiliates (a "Party" or the "Parties") arising out of or relating to this Policy, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Policy, shall be resolved by arbitration pursuant to the Federal Arbitration Act and in accordance with the JAMS, Inc. Comprehensive Arbitration Rules & Procedures then in effect, except that at any time within one year after the award is made any party to the arbitration may apply to the superior court of New Hampshire for an order confirming the award, correcting or modifying the award for plain mistake, or vacating the award for fraud, corruption, or misconduct by the Parties or by the arbitrator, or on the ground that the arbitrator has exceeded his/her powers. Where an award is vacated and the time within which the agreement required the award to be made has not expired, the court may in its discretion, direct a rehearing by the arbitrator or by a new arbitrator appointed by the court. Such claims shall be arbitrated on an individual basis only and the Parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration. The arbitration shall take place in Manchester, New Hampshire or at the option of the Party seeking relief, by telephone, online, or via written submissions alone and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the Parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Policy. Nothing in this Section shall prevent either Party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The Parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other Party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. This agreement to arbitrate does not apply to claims You may have for medical malpractice against Your medical providers. You may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to U.S. Specialty Insurance Company. The Notice must be postmarked no later than sixty (60) days after the last day of Your certificate period and mailed to: U.S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, Texas 77040, to the attention of the Chief Legal Officer. This procedure is the only mechanism by which You can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Policy, or any

previous or future arbitration agreements that You have entered into with U.S. Specialty Insurance Company or any of its affiliates.

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

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

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## General Provisions

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

**Primary Insurance:** Benefits provided under Baggage Damage or Loss and Baggage Delay coverage shall be considered primary. This is subject to recovery, as We may pay a claim first and then seek recovery from any responsible third party.

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

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

**Arbitration Notice:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION AND CLASS ACTION WAIVER" CLAUSE IN THE "CLAIMS PROVISIONS" SECTION OF THE POLICY, AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND U.S. SPECIALTY INSURANCE COMPANY AND/OR ITS AFFILIATES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

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

**Other Insurance with Us:** You may be covered under only one travel insurance 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 Your beneficiary or estate. Premium paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

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

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by or to anyone else.

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

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

**Benefit to Bailee:** This insurance will, in no way, inure directly or indirectly to the benefit of any carrier or other bailee.

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

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# Individual Travel Protection Policy – Part 2

This Policy describes all the travel insurance benefits underwritten by U.S. Specialty Insurance Company (USSIC) herein referred to as the “Company” or as “We”, “Us” or “Our”. The insurance benefits vary from program to program. Please refer to the Schedule of Benefits, which provides the Insured, also referred to as “You” or “Your”, with specific information about the Policy purchased. You should contact Us immediately if You believe any information on Your Schedule of Benefits is incorrect.

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

All premium is refundable only during the fifteen (15) day review period from the date of Policy purchase (or from the date of receipt, if mailed) provided You have not already departed on Your Trip and You have not incurred any claimable losses during that time. If you depart on Your Trip prior to the expiration of the review period, the review period shall automatically end upon Your departure.

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

Notice to Buyer: This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical, dental, or cosmetic care, coverage for that specific treatment is not provided.


It is important that the insured understands the provisions and exclusions included within the individual accident and health travel insurance policy.

Questions regarding the Policy may be directed to the Company, toll-free, at (866) 400-6090.

The following officers of U.S. Specialty Insurance Company (USSIC) witness this Policy.



Michael J. Schell  
PRESIDENT AND CEO



Alexander Ludlow  
SECRETARY

# Benefits – Part 2

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

## Accidental Death and Dismemberment (AD&D) - 24-Hour

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits if You, as a result of an Injury caused by an Accident occurring during Your Trip. The Accident must result in a loss shown in the Table of Losses below. The loss must occur within the three hundred sixty-five (365) days after the date of the Injury causing the loss.

Table of Losses

Loss of:	Percentage of Maximum Benefit Amount 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%
Sight of one eye	50%
Speech	100%
Hearing	100%
Loss of thumb and index finger on the same hand	25%

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

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

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

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

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

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

## Exposure and Disappearance

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

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

## Emergency Accident and Sickness Medical Expense

Please note: this coverage is primary. Please see Primary Insurance under the GENERAL PROVISIONS section for details.

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

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

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

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# Definitions

**Accident** means any unforeseen or unplanned event or circumstance that results in injury and associated financial loss. The term includes "accidental".

**Adventure Sports** means leisure and non-professional sports activities including but not limited to the following: safari, bungee jumping, cave diving, Diving below ten (10) meters, hang gliding, kite surfing, Mountaineering below seven thousand (7,000) meters, paragliding, parasailing, powerlifting, spelunking, sub-aqua pursuits involving underwater breathing apparatus, and surfing.

**Adoption Proceeding** means any mandatory meeting as a condition of law requiring the attendance of the prospective adoptive parent(s) with the intent to create a legal parent-child relationship.

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

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family

Member. A Caregiver is not a babysitter; childcare service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Child Caregiver** means an individual providing basic childcare service needs for Your minor child(ren) under the age of eighteen (18) while You are on the Trip without the minor child(ren).

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

**Dive/Diving** means recreational scuba diving, dive training or diving as a scuba instructor, dive master, underwater photographer or while performing research under the auspices and following the diving safety guidelines of the American Academy of Underwater Scientists. A Dive begins upon entry into the water and ends upon exit from the water. A Dive must occur in an area in which snorkeling and/or scuba diving is not prohibited. In the case of scuba Diving, You must be equipped with Personal Diving Equipment. Diving must be done by a person (a) At least ten (10) years of age and qualified as a diver, holding a valid diver's certificate (recognized by international diving organizations), and according to the generally accepted standards of the diving community; or (b) who is in the process of obtaining his/her qualification as a diver and is under the supervision of and diving with a qualified diving instructor affiliated with a certifying organization or agency.

**Domestic Partner** means an opposite or same-sex partner who is at least sixteen (16) years of age and has met all the following requirements for at least six (6) months:

1. resides with You;
2. shares financial assets and obligations with You;
3. is not related by blood to You to a degree of closeness that would prohibit legal marriage; and
4. neither You nor Your Domestic Partner is married to anyone else or has any other Domestic Partner.

We may require proof of the domestic partner relationship in the form of a signed and completed affidavit.

**Eligible Person** means a resident of the United States of America.

**Exotic Vehicles** means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer's Suggested Retail Price (MSRP) over seventy-five thousand dollars (\$75,000) - two hundred thousand dollars (\$200,000).

**Extreme Sports** means an athletic pursuit that involves a high degree of danger or risk outside a controlled environment, such as BASE jumping, cliff diving, extreme skiing, fly-by-wire, heli-skiing, heli-snowboarding, Mountaineering above seven thousand (7,000) meters, Parachuting, rafting (white water or black water, grades 3-4 or higher), skiing outside marked trails, skydiving, and wing suit flying.

**Family Member** means any of the following: Your or Your Traveling Companion's legal spouse (or common-law spouse where legal); Your, Your Traveling Companion's, Your Domestic Partner's: legal guardian or ward, parent, brother or sister, son or daughter, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver. This includes adoptive, foster, step and in-law relationships.

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

**Home Country** means a country or territory where Your Home is located.



**Hospital** means:

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

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

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

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

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

**Intramural Sports** means Recreational Sports organized within a school. Matches or games are conducted between members of the same school (as opposed to varsity teams who compete with other schools). Activities for intramural sport participants are conducted separately from interscholastic athletics. Often these programs are administered by students themselves under the supervision of a faculty sponsor or intramural coordinator.

**Interscholastic Sports** means any athletic contest or competition between accredited educational institutions. The participants are sponsored by the educational institution and are under the direct and immediate supervision of an employee of the educational institution. It includes the practice or training for the competition, and the travel to or from such practice or competition, both while under the direct and immediate supervision of an employee of the educational institution. Participation in intramural and club sports are not considered Interscholastic Sports provided the sport is not exercised as high-performance sport practicing and competing more than ten (10) hours per week.

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

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

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

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

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

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

**Organized Sports** means Intramural Sports or Interscholastic Sports.

**Other Insurance** means any and every type of insurance covering the same or similar risk/loss as covered under this Policy.

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

**Plan Assistance Provider** means On Call International.

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

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

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

**Sickness** means any affliction of the body which deprives it temporarily of the power to fulfill its usual functions.

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

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

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

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

**Trip** means scheduled trip up to one hundred eighty (180) days in length and for which coverage is elected and the premium is paid. Travel must take you one hundred (100) miles or more away from Your Home.

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

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## General Exclusions and Limitations

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

1. Your suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
  2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
  3. participating in Adventure Sports, Bodily Contact Sports, Extreme Sports, Organized Sports, any race or speed contests;
  4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  5. being Intoxicated;
  6. any loss occurring during a Trip booked or taken for the purpose or intent of securing Medical Treatment;
  7. a mental, nervous or psychological disorder (including the treatment of such condition, unless hospitalized for seventy-two (72) hours or more for that condition while the Policy is in effect for You).
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## Claim Provisions

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

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

### Where to Report a Claim:

Contact the USSIC Plan Administrator at:

Customer Service: 1-866-400-6090

Direct Line: 603-328-6387

Mailing Address: Attention: Co-ordinated Benefit Plans, LLC

On Behalf of U.S. Specialty Insurance Company and Affiliated Companies

P.O. Box 26222

Tampa, FL 33623

**Notice of Claim:** Written notice of claim must be given to Us within twenty (20) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of You or Your beneficiary to Us, or to Our authorized agent, with information sufficient to identify You, shall be deemed notice to Us.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, Co-ordinated Benefit Plans, LLC forms for filing Proof of Loss will be furnished. You may also obtain claim forms from Co-ordinated Benefit Plans, LLC or at <https://cbpconnect.com/> (which will provide all details for filing Your claim appropriately). Please read the instructions carefully. The instructions will direct You toward filing all the correct necessary documentation and doing so will facilitate the quickest and most efficient claim processing.

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

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

**Reduction in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

**Payment of Claims:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the insured. Any other accrued indemnities unpaid at the insured's death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the insured. All other benefits will be paid directly to You, unless otherwise directed by You. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, We will honor the assignment that is on record with Us. We are not responsible for the validity of any assignment of benefits.

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

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

**Time of Payment of Claims:** All claims shall be paid immediately following Our receipt of due Proof of Loss.

**Legal Actions:** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the time written Proof of Loss is required to be furnished.

**Arbitration and Class Action Waiver:** Excluding claims for injunctive or other equitable relief, any dispute or controversy between You and the Company, or its affiliates (a "Party" or the "Parties") arising out of or relating to this Policy, including without limitation, any and all disputes, claims (whether in tort, contract, statutory or otherwise) or disagreements concerning the existence, breach, interpretation, application or termination of this Policy, shall be resolved by final and binding arbitration pursuant to the Federal Arbitration Act and in accordance with the JAMS, Inc. Comprehensive Arbitration Rules & Procedures then in effect. Such claims shall be arbitrated on an individual basis only and the Parties waive any right or authority for any claims to be resolved in a class, consolidated, representative, collective or private attorney general action or arbitration. Instructions regarding how to commence an arbitration are available on the JAMS

website, located at <https://www.jamsadr.com>. The arbitration shall take place in Houston, Texas or at the option of the party seeking relief, by telephone, online, or via written submissions alone and be administered by JAMS. The arbitral tribunal ("Tribunal") shall be composed of one arbitrator, who shall be independent and impartial. If the Parties fail to agree on the arbitrator within twenty (20) calendar days after the initiation of an arbitration hereunder, JAMS shall appoint the arbitrator. The arbitration shall be conducted in the English language. The decision of the arbitrator will be final and binding on the parties. Judgment on any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to determine arbitrability of any disputes arising out of or relating to this Policy. Nothing in this Section shall prevent either Party from seeking immediate injunctive relief from any court of competent jurisdiction, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The Parties undertake to keep confidential all awards in their arbitration, together with all confidential information, all materials in the proceedings created for the purpose of the arbitration and all other documents produced by the other Party in the proceedings and not otherwise in the public domain, save and to the extent that disclosure may be required of a Party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. The arbitrator shall award all fees and expenses, including reasonable attorney's fees, to the prevailing party. This agreement to arbitrate does not apply to claims You may have for medical malpractice against Your medical providers. You may choose to opt out of the agreement to arbitrate by mailing a written opt-out notice ("Notice") to U.S. Specialty Insurance Company. The Notice must be postmarked no later than sixty (60) days after the last day of Your certificate period and mailed to: U.S. Specialty Insurance Company, 13403 Northwest Freeway, Houston, Texas 77040, to the attention of the Chief Legal Officer. This procedure is the only mechanism by which You can opt out of the agreement to arbitrate. Opting out of the agreement to arbitrate has no effect on any other parts of this Policy, or any previous or future arbitration agreements that You have entered into with U.S. Specialty Insurance Company or any of its affiliates.

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

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

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## General Provisions

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

**Insurance with Other Insurers:** If other valid coverage exists with an insurer other than Us, providing benefits for the same loss on a provision of service basis or an expense incurred basis, You shall be entitled to payment from both insurers.

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

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

**Arbitration Notice:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE "ARBITRATION AND CLASS ACTION WAIVER" CLAUSE IN THE "CLAIMS PROVISIONS" SECTION OF THE POLICY, AND IF YOU DO NOT OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND U.S. SPECIALTY INSURANCE COMPANY AND/OR ITS AFFILIATES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY GENERAL ACTION OR ARBITRATION.

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

**Other Insurance with Us:** Insurance effective at any one time on You under a like policy or policies with Us is limited to the one (1) such policy elected by You, Your beneficiary or Your estate, as the case may be, and We will return all premiums paid for all other such policies.

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

**Transfer of Coverage:** Coverage under this Policy cannot be transferred by or to anyone else.

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

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

**Benefit to Bailee:** This insurance will, in no way, inure directly or indirectly to the benefit of any carrier or other bailee.

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

**Incontestability:** After two (2) years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the applicant at the time of purchase for such Policy will be used to void the Policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such two (2) year period.

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SAMPLE



# Atlas Trip Protection Insurance – Travel Assistance Program Description

*Provided by On Call International*

For 24/7 Travel Assistance Services Only

Call Toll Free:

(866) 400-6090 (within the United States and Canada)

Or Call Collect:

(603) 328-6387 (from all other locations)

## Emergency Transportation Services

Emergency Medical Evacuation • Medical Repatriation • Return of Remains • Visit by Family Member/Friend • Return of Dependent Children • Emergency Return Home • Return of Traveling Companion • Bereavement Reunion • Political Evacuation • Natural Disaster Evacuation

## Medical Assistance Services and Emergency Medical Coordination Services

Medical Monitoring • 24-Hour Nurse Help Line • Prescription Replacement Assistance • Guarantee of Payment • Medical, Behavioral, Mental Health, Dental, and Pharmacy Search and Referrals • Coordination of Benefits • Medical Equipment Arrangements Assistance • Medical Records Transfer • Transfer of Insurance Information to Medical Providers • Hotel Arrangements for Convalescence • Hotel or Convalescence Stay After Hospitalization • Return of Personal Belongings

## Travel Support Services

24/7 Emergency Travel Arrangements • Translator and Interpreter Referral • Emergency Travel Funds Assistance • Legal Consultation and Referral • Lost/Stolen Travel Documents Assistance • Emergency Message Forwarding • Lost Luggage Assistance • ID Recovery Assistance • RV/Vehicle Repair Assistance • RV/Vehicle Return • Aircraft Return • Emergency Pet Housing and/or Pet Return • Embassy and Consular Information • Pet Vaccine/Inoculation Requirements • Pre-Trip Information • Travel Risk Brief • 24/7 Global Security Specialist Assistance • Concierge Assistance Services • Business Concierge Services

## Description of Services

### Emergency Transportation Services

- **Emergency Medical Evacuation:** We will arrange for your medical care and transportation from a hospital or medical facility to the nearest hospital where the necessary medical care is available. We will also arrange transportation to your original location or to your home country once you are discharged and deemed fit to travel.
- **Medical Repatriation:** After you've received medical treatment, we can arrange for you to be transported with a qualified medical attendant to your residence or home hospital for further medical treatment or recovery.
- **Return of Remains:** In the unfortunate event of your death, we can arrange for a casket or air tray, preparation, and transportation of remains to your place of residence or to the place of burial.

- Visit by Family Member/Friend: We can arrange travel and suitable hotel accommodations for a person of your choice to visit if you are hospitalized.
- Return of Dependent Children: We can arrange for your dependents to return home if they are present but left unattended because of your medical evacuation or hospitalization. They will be accompanied by a non-medical escort if needed.
- Emergency Return Home: If your parent, child, spouse, or partner suffers a life-threatening illness, injury, or death, we can arrange for economy airfare to transport you to your family member's location.
- Return of Traveling Companion: If your traveling companion misses their premade travel arrangements due to a delay caused by your medical emergency or death, we can arrange one-way economy airfare to return your companion to their original departure point.
- Bereavement Reunion: In the event of your death, we will arrange for an assigned advocate to fly to your location to identify and accompany your remains back to your home country.
- Political Evacuation: If you need emergency evacuation due to political or military events, we will arrange for the most appropriate method of transportation to the nearest safe location. We will also coordinate lodging within that area and onward travel arrangements to your home or an alternate location. If evacuation is impractical due to hostile or dangerous conditions, we will maintain contact and advise you until evacuation becomes viable or the political or social upheaval is resolved. If commercial transportation is available, but transportation to the departure point presents an imminent threat to your safety, we will arrange secure transport to your departure point.
- Natural Disaster Evacuation: If you need emergency evacuation due to natural disaster, we will arrange for the most appropriate method of transportation to the nearest safe location. We will also coordinate lodging within that area and onward travel arrangements to your home or an alternate location. If evacuation is impractical due to hostile or dangerous conditions, we will maintain contact and advise you until evacuation becomes viable or the natural disaster situation has been resolved. If commercial transportation is available, but transportation to the departure point presents an imminent threat to your safety, we will arrange secure transport to the departure point.

#### Medical Assistance Services and Emergency Medical Coordination Services

- Medical Monitoring: During a medical emergency resulting from an accident or sickness, we will monitor your case to determine whether the care is adequate from a Western medical perspective. We will maintain contact with your treating physician and nursing staff and obtain relevant information regarding your medical, surgical, and treatment plans. We will use this information to ensure you're receiving proper care in relation to your condition and the area where you're receiving treatment.
- 24-Hour Nurse Help Line: A registered nurse counselor provided by us will perform a clinical assessment to provide you with education and general health information. The nurse cannot diagnose your ailments, but they will identify the appropriate care for your health needs based on your reported symptoms.
- Prescription Replacement Assistance: We will consult with the prescribing physician and arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. We will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. We can also arrange an appointment with a local medical provider on your behalf. You are responsible for payments of all costs related to these services.
- Guarantee of Payment: We will guarantee any expenses covered by a benefit or otherwise authorized by you.
- Medical, Behavioral, Mental Health, Dental, and Pharmacy Search and Referral: We will assist you in finding medical or dental professionals and pharmacies in the area where you are traveling. When possible, these will include Western-style medical facilities and English-speaking doctors, dentists, and other healthcare providers.
- Coordination of Benefits: Upon your request, we will use your primary health insurance information or other supplemental travel or secondary insurance information to attempt to coordinate benefits. We will facilitate direct

payment of covered expenses from your insurer to your medical provider. We will also facilitate assistance with claims documentation by notifying the insurance carrier and requesting a pre-certification of medical expenses.

- **Medical Equipment Reservation Assistance:** If you need new or replacement medical equipment or parts, or you need to rent medical equipment after an injury or illness while on your trip, we will consult with your prescribing physician to locate and reserve medical equipment for you where possible. All costs associated with this service are your responsibility.
- **Medical Records Transfer:** With your consent, we will transfer any necessary medical information and records to you or your treating physician.
- **Transfer of Insurance Information to Medical Providers:** We will help prevent delays or denials of medical care by assisting with coordination of hospital admission, including by relaying insurance benefit information, communicating with admitting physicians, and confirming bed availability. We will also help with your discharge planning.
- **Hotel Arrangements for Convalescence:** Upon request, we will arrange a hotel room near the hospital for your travel companion.
- **Hotel or Convalescence Stay After Hospitalization:** We can arrange for you to stay at a hotel or convalescent home near the hospital while you wait for medical transportation after being discharged from a hospital.
- **Return of Personal Belongings:** We can assist with arranging the shipment of your personal effects to your home after an emergency medical evacuation, medical repatriation, or return of remains which prevents you from returning to your trip.

## Travel Support Services – Non-Insurance Personal Assistance Services

### *Travel Assistance Services*

- **24/7 Emergency Travel Arrangements:** We will assist you with changing airline, hotel, or car rental reservations once your trip has started.
- **Translator or Interpreter Referral:** We can assist with telephone interpretation in all major languages 24 hours a day. If you require ongoing or more complex translation services, we will refer you to local translators.
- **Emergency Travel Funds Assistance:** We will arrange the forwarding of funds from your credit cards or your insured family member. Any fees associated with the transfer or delivery of funds are your responsibility.
- **Legal Consultation and Referral:** Upon request, we will arrange for an initial phone consultation with an attorney without any charge to you. In case of your incarceration, we will notify the proper embassy or consulate, arrange the receipt of funds from third party sources, and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, a family member, or friend. You are responsible for associated fees.
- **Lost/Stolen Travel Documents Assistance:** We will aid in the replacement of your passports, airline documents, birth certificates, or other travel-related documents.
- **Emergency Message Forwarding:** If you are unable to reach your employer, family member, or traveling companion, we can forward a message via phone to your intended party.
- **Lost Luggage Assistance:** We will assist in locating your luggage lost while in transit.
- **ID Recovery Assistance:** We will call your credit card companies, with you on the phone, to alert them if your credit cards have been lost or stolen. We will also inform the three credit bureaus to ensure the incident is reported. If necessary, we will assist you with a cash advance assistance from family or friends. If your passport is stolen while traveling abroad, we will assist you in securing an appointment with the local consulate or embassy for emergency passport replacement. You will be responsible for any third-party costs.
- **RV/Vehicle Repair Assistance:** If your vehicle breaks down while en route to your destination, at your destination, or once you've returned home, we will provide you with a list of auto and RV repair facilities near you. We can also assist with reserving a hotel stay, a rental car, or local transportation while the vehicle is repaired.

- **RV/Vehicle Return:** We will coordinate the return of your car, motorcycle, or non-commercial truck or RV if you and your traveling companion are unable to return it due to a medical condition. Your vehicle must be registered to you or your travel companion and be in good, drivable, road-ready condition. This service is only available within the U.S., Canada, and Mexico.
- **Aircraft Return:** We will coordinate the return of your aircraft to the airport where it was stored and maintained if you or your travel companion are unable to return it due to a medical condition. This service is available in the U.S., Canada, and Mexico. The aircraft must be in good condition and capable of being safely flown in compliance with applicable aviation laws and regulations, including the Federal Aviation Administration.
- **Emergency Pet Housing and/or Pet Return:** We will coordinate boarding for your pet at a local boarding facility if you are hospitalized and unable to tend to your pet. We will also arrange transportation home for your pet if needed. The pet must be a domestic dog or cat weighing less than 200 pounds that is kept for companionship rather than utility (other than service animals).

### *Pre-Trip Information*

- **Embassy and Consular Information:** We can provide you with the location and contact information for local embassies and consulate offices near your trip destination.
- **Vaccine/Inoculation Requirements:** We can provide a list of required pet vaccinations and inoculation requirements if you are traveling with pets to your trip destination.
- **Pre-Trip Information:** Upon request, we will provide information services such as visa and passport requirements, cultural information, currency exchange, inoculation and immunization requirements, weather conditions, and travel advisories.

### *Security Assistance Services*

- **Travel Risk Brief:** Upon request, we will email you a country or city security overview that includes intelligence on crime, civil unrest, transportation, cultural info, embassies, vaccinations, and health infrastructure.
- **24/7 Global Security Specialist Assistance:** A Global Security Specialist is available 24 hours a day to provide immediate advice or assistance when your safety is at risk.

### *Concierge Assistance Services*

- **Destination Profiles:** Upon request, we will provide information on any country in the world and over 200 cities worldwide, including information on local entertainment, suggested itineraries, and health advisories.
- **Epicure Needs:** We will arrange for the delivery of specialized foods or beverages to your home or office, including gourmet meats and fine wine (if they are publicly available). We cannot guarantee the availability of certain products, and all the costs associated with this service are your responsibility.
- **Event Ticketing:** We will help you find, purchase, and receive tickets to sporting events, theater, or concert events worldwide as long as the tickets are publicly available for purchase and not sold out. There is no discount available with this service and you must pay for the tickets and delivery via credit card.
- **Floral Services:** We will find, purchase, and ship flowers and gift baskets to friends, family members, and business associates. There is no discount available with this service and you must pay for the flowers or gift basket via credit card. This service is not able to deliver flowers to remote areas or to places that are not serviced by floral service companies.
- **Tee Time Reservations:** We will find and reserve tee times or provide you with referrals and information about golf courses around the world. There are no discounts available with this service and you must pay for the golf. We will not provide tee times at courses that do not accept reservations from the general public.
- **Hotel Accommodations:** Upon request, we will recommend and book hotel reservations all around the world. You will be responsible for all costs associated with this service.

- **Meet-and-Greet Services:** If you are unable to pick up guests at an airport, we can arrange pickups for friends, family members, or business associates at airports or other common carrier destinations by limousine personnel. You will be responsible for all costs associated with this service.
- **Shopping Assistance Services:** If you want to take advantage of the time-savings offered by a shopping assistant, you may request for us to find, purchase, and deliver select retail items. There is no discount available with this service and you must pay for the items and any shipping costs, typically via credit card, unless otherwise specified. Items must be available to the public.
- **Procurement of Hard-to-Find Items:** We will use our best efforts to obtain obscure or exotic items at your request. However, we cannot guarantee that the item will be found. You will be responsible for all costs associated with the service.
- **Restaurant Referrals and Reservations:** We can provide information on restaurants worldwide and will find and book reservations upon request. We are unable to make reservations at exclusive restaurants or restaurants that don't accept reservations. There is no discount available with this service, and you will be responsible for the cost of your meals.
- **Rental Car Reservations:** We can provide you with worldwide car rental reservations through most major rental car agencies. You will be responsible for all costs associated with the service.
- **Airline Reservations:** We can provide air travel accommodations to destinations worldwide. You will be responsible for all costs associated with the service.
- **Childcare Equipment Reservation Assistance:** We will use our best efforts to locate and reserve childcare equipment for you to rent or use at your destination. We can't guarantee the availability of certain products, and you will be responsible for associated costs.

#### *Business Concierge Services*

- Emergency correspondence and business communication assistance
- Assistance with locating available business services such as express/overnight delivery sites, internet cafes, and print/copy services
- Help arranging telephone and web conferencing
- Emergency messaging to customers, associates, and others by 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