#### **Gold Travel Plan**



#### Claim and Assistance Services (24/7)

Report a new claim, obtain claim forms and emergency services
Within the United States: 1-855-327-1430
Outside of the United States: 1-630-694-9809
ustravel@axa-assistance.us

## Claim Status Inquiries (MTWF 8:30am-5pmET & TH 9:30am-5pmET)

Check the status of a filed claim
Within the United States: 1-888-957-5015
Outside of the United States: 1-727-450-8794
axaclaims@cbpinsure.com

# Customer Services (Mon-Sun 9am-8pmET)

Request changes to your travel plan
Within the United States: 1-855-327-1439
<a href="mailto:ustravel@axa-assistance.us">ustravel@axa-assistance.us</a>



Please Note: Assistance Services are not insurance.

#### AXA ASSISTANCE USA 24/7 WORLDWIDE TRAVEL ASSISTANCE SERVICES

#### MEDICAL ASSISTANCE SERVICES

#### **Medical and Dental Referrals**

With a worldwide network of providers at our fingertips, we are able to offer you referrals to primary care physicians, dentists, clinics and hospitals.

#### Critical Care Monitoring

During your hospitalization, our medical professionals will remain in regular communication with the treating facility to ensure you are receiving the proper care.

#### Dispatch of Physician

If our medical professionals cannot adequately assess the need for medical transport or evacuation, we will dispatch a physician to your location to make an assessment

#### **Emergency Medical Evacuation**

Whenever adequate medical facilities are not available locally, our medical professionals will recommend and arrange the appropriate method of transportation, equipment and personnel to evacuate you to the nearest facility capable of providing proper care. Payment for the emergency medical evacuation is only available for covered claims, up to the amount provided in the policy.

#### **Medical Repatriation**

If you need medical assistance to return home, our medical professionals will determine the appropriate transportation method and assist with all necessary travel arrangements based upon your medical condition. Payment for the medical repatriation is only available for covered claims, up to the amount provided in the policy.

#### **Return of Mortal Remains**

We will arrange the transportation and offer every, reasonable assistance in legal formalities, for the return of mortal remains. Payment for the return of mortal remains is only available for covered claims, up to the amount provided in the policy.

#### Vehicle Return Services

In the event that you need to be medically repatriated or evacuated to your home, we will coordinate all arrangements needed for the return of your unattended vehicle.

#### Dispatch of Prescription Medication

If you forget or lose a prescribed medication, we will assist with replacement medication. If the medication is not available locally, we will coordinate the dispatch of prescription medication, when possible and legally permissible, or provide you with an appointment with a physician in order to re-establish the prescription. This service is also available for medical devices and eye glasses.

#### TRAVEL ASSISTANCE SERVICES

#### General Travel Information

Before you travel, you can obtain information about visa, passport, immunization requirements and local customs. You can also obtain 24-hour pre-departure information on weather, currency or holidays.

#### **Pet Housing and Return**

We can assist with pet friendly hotel accommodations, boarding facilities and travel home for pets.

#### Lost Document and Lost Article Assistance

We will assist with arrangements to replace or forward copies of lost or stolen documents, including passports, driver's licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles such as luggage.

#### **Emergency Cash and Bail Assistance**

During emergency situation, we can help arrange an emergency cash advance. This service can also provide assistance in obtaining bail bonds, where available.

#### **Urgent Message Relay**

We will relay emergency messages on your behalf.

#### Legal Referrals

We will provide referrals to an interpreter or legal personnel to you as necessary.

#### Political and Security Emergency Evacuation

We will make all reasonable efforts to assist with transportation arrangements on political grounds based on your home country government's decision that such evacuation is necessary. We can also provide security alerts on events occurring throughout the world. Payment for the political and security evacuation is only available for covered claims under the Platinum plan, up to the amount provided in the policy.

## AXA ASSISTANCE USA 'White-Glove' CONCIERGE SERVICES

Concierge services designed to fulfill various leisure and entertainment requests as well as travel related services. Call AXA Assistance's concierge services prior to departing for advice on planning your trip or for any last minute recommendations or reservations while you are away.

- •Restaurant and hotel referrals and reservations
- •Transportation information and referrals (rental car and limousine)
- •Luxury rental information and arrangements (houseboats, villas, charter planes)
- •Entertainment information and ticketing (opera, ballet, theater, concerts, sporting events and museums)
- •Golf course information and referrals and tee times
- •Gift referrals and arrangement services
- •Shopping and product information, locations and referrals
- •City and cultural information (city events and attractions)

## AXA ASSISTANCE USA IDENTITY THEFT SERVICES

If you suddenly find yourself missing your identification, credit or debit cards, or other important personal or financial documents, while traveling we can provide an Identity Theft solution. This service provides:

- •Education & Protection: An identity theft risk & prevention toolkit and resolution guide.
- •Personal Guidance: Assistance with filing and obtaining police and credit reports, contracting creditor fraud departments, taking inventory of lost or stolen items and more.
- •Emergency Funds: Assistance sending emergency funds to you.



### **AXA ASSISTANCE USA**

Travel Benefits

## **Summary of Benefits**

#### **IMPORTANT**

Refer to Your ID Card for Your Protection Plan benefits and limits.

Note: certain capitalized words are defined terms in the attached Certificate of Insurance.

#### **AXA ASSISTANCE USA GOLD PLAN**

The following schedule shows the Maximum Benefit Amounts available through this program. Please review Your Protection Plan schedule to determine which benefits and limits apply to Your Trip. This is a Summary of Benefits. Full coverage details, terms and conditions can be found in the Policy/Certificate of Coverage and Confirmation of Coverage.

| Benefit  | Per Person Limit  |
|--|---|
| Trip Cancellation*   | Up to Trip Cost maximum                                 |
| Trip Interruption  | 150% of Trip Cost maximum                               |
| Trip Delay (12 hours)  | \$200/Day - \$1,000 Max                                 |
| Missed Connection (Cruise and tour Departures)                     | \$1,000   |
| Non-Medical Emergency Evacuation                                   | \$50,000  |
| Emergency Accident & Sickness Medical Expense (secondary coverage) | \$100,000   |
| Medical Evacuation / Repatriation                                  | \$500,000   |
| Lost Baggage / Personal Effects                                    | \$1,500; \$250 per Article, \$500 maximum for valuables |
| Baggage Delay<br>(24hours)   | \$300 (24Hours)   |
| 24-Hour AD&D   | \$25,000  |
| Common Carrier AD&D (Air Only)                                     | \$50,000  |
| Travel Assistance Services   | Included  |

This is a Summary of Benefits. Full coverage details, terms and conditions can be found in the Policy/Certificate of Coverage and Confirmation of Coverage.

\*Note: If the Insured purchases the \$0 category- there is no Trip Cancellation. Trip Interruption only covers return air up to \$1,000 per Person. All other benefits apply



This Certificate of Insurance describes all of the travel insurance benefits, underwritten by Nationwide Mutual Insurance Company and herein referred to as the Company. The insurance benefits vary from program to program. Please refer to the accompanying Confirmation of Coverage. It provides You with specific information about the program You purchased. Please contact the Plan Administrator immediately if You believe that the accompanying Confirmation of Coverage is incorrect.

This Certificate of Insurance is issued in consideration of the enrollment form and payment of any premium due. All statements in the enrollment forms are representations and not warranties. Only statements contained in a written enrollment form will be used to void insurance, reduce benefits or defend a claim.

All premium is non-refundable after a ten (10) day review period from the date of purchase in the event You have not incurred any claims during that time. In the event the premium paid for coverage is less than the required premium for coverage, benefits will be paid in direct proportion of the actual amount paid to the required premium due.

NO DIVIDENDS WILL BE PAYABLE UNDER THIS CERTIFICATE.

Delt w. Herm

Secretary

The President and Secretary of Nationwide Mutual Insurance Company witness this Certificate.

Licensed Resident Agent (where required by law)

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# TRAVEL PROTECTION CERTIFICATE EXCESS INSURANCE for the following coverages only:

Baggage Delay
Baggage/Personal Effects
Emergency Evacuation
Missed Connection
Non-Medical Emergency Evacuation
Property Damage
Repatriation of Remains
Trip Cancellation
Trip Delay
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## NATIONWIDE MUTUAL INSURANCE COMPANY TRAVEL PROTECTION INSURANCE CERTIFICATE

#### **GENERAL DEFINITIONS**

Throughout this document, when capitalized, certain words and phrases are defined as follows:

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

**Accidental Injury** means a Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss.

Actual Cash Value means the lesser of the replacement cost or the purchase price less depreciation.

**Additional Expenses** means any reasonable expenses for meals and lodging as well as local transportation and essential phone calls that were necessarily incurred as the result of a Hazard and that were not provided by the Common Carrier or other party free of charge.

**Bankruptcy** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 L.S.C. Subsection 101 et seq.

**Bodily Contact Sports** means any sport where the objective is to physically render an opponent unable to continue with the competition such as boxing and full contact karate.

**Bodily Injury** means identifiable physical injury that is caused by an Accident and is solely and independently of another other cause, except illness resulting from, or medical or surgical treatment rendered necessary by, such injury.

Business Partner means an individual who: (a) is involved in legal partnership: and/or (b) is actively involved in the day-to-day management of the business.

**Carry-On Baggage** means a piece of baggage that has not been checked and is owned by and accompanies You while traveling on a Common Carrier.

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

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

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire. Taxis and limousines are not Common Carriers as defined herein.

**Company** means Nationwide Mutual Insurance Company.

Confirmation of Coverage means the accompanying document that outlines Your benefits and Maximum Benefit amounts.

**Covered Expenses** means expenses incurred by You that are for Medically Necessary care or treatment; due to Sickness or Bodily Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary Charges incurred while insured under this Certificate; and that do not exceed the Maximum Benefit limits shown in the accompanying Confirmation of Coverage, under each stated benefit.

**Cruise** means any prepaid sea arrangements made by You.

**Default** means a material failure or inability to provide contracted services due to Financial Insolvency. **Dependent Child(ren)** means Your natural or adopted child (or children), less than age twenty-six (26). Dependent Child(ren) also includes Your step child, child subject to legal guardianship, foster child, grandchild, or other blood relative less than age 26.

**Domestic Partner** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership, if

recognized by the jurisdiction with which You reside. **Economy Fare** means the lowest published rate for a one-way economy ticket.

**Effective Date** means 12:01 A.M. local time, at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**Exotic Vehicles** includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, MG, Morgan, Pantera, Panther, Pininfarina, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR and Yugo.

**Extreme Sports** means an athletic pursuit that involves a high degree of danger or risk.

**Family Member** means Your or a Traveling Companion's legal or common law spouse, ex-spouse, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew who reside in the United States, Canada or Mexico.

**Financial Insolvency** means the total cessation of operations due to insolvency, with or without the filing of a Bankruptcy petition by a tour operator, Cruise line, or airline provided the Financial Insolvency occurs more than ten (10) days following the Effective Date. There is no coverage for the Financial Insolvency of any person, organization, agency or firm from whom You purchased Travel Arrangements supplied by others.

#### Hazard means:

- a) Any delay of a Common Carrier (including Inclement Weather).
- b) Any delay by a traffic accident en route to a departure, in which You or a Traveling Companion is not directly involved.
- c) Any delay due to lost or stolen passports, travel documents or money, Quarantine, hijacking, unannounced Strike, natural disaster, civil commotion or riot.
- d) A closed roadway causing cessation of travel to the destination of the Trip (substantiated by the department of transportation, state police, etc.)

#### Hospital means a facility that:

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

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

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

**Insured** means the person who enrolled for coverage and whose premium was paid under the Policy.

Land/Sea Arrangements means pre-paid land and/or sea arrangements made by the Travel Supplier.

**Loss** means Bodily Injury, Sickness or damage sustained by You, while coverage is in effect, in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount that the Company will pay under any one benefit for You, as shown on the accompanying Confirmation of Coverage.

**Medically Necessary** means a service or supply that: (a) is recommended by the attending Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and

not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

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

**Other Insurance** means any one of the following types of policies or plans that provides benefits for Hospital confinement, medical expenses for you at the time of Loss on Your Effective Date of coverage, and such policy or plan requires You to pay any applicable Deductible and/or portion of coinsurance: individual, group or blanket insurance plans; HMO's, PPO's, POS's, EPO's, employer organization plans, employee benefit organizational plans, or other arrangements of benefits for persons of a group. Insurance does not include Medicare or Medicaid.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

**Participating Organization** means a travel agency, tour operator, cruise line, airline or other organization that applies for coverage under the Policy and remits the required premium to the Company.

**Payments or Deposits** means the cash, check, or credit card amounts actually paid for Your Trip. Payments made in the form of a certificate, voucher or discount are not Payments or Deposits as defined herein.

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

**Policy** means the Group Master Policy including the application and any endorsements, riders or amendments that will attach during the period of coverage.

**Pre-Existing Condition** means an illness, disease, or other condition during the sixty (60) day period immediately prior to the Effective Date for which You, a Traveling Companion or a Family Member booked to travel with You: 1) exhibited symptoms that would have caused one to seek care or treatment; or 2) received or received a recommendation for a test, examination, or medical treatment; or 3) took or received a prescription for drugs or medicine. Item (3) of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the sixty (60) day period before the Effective Date.

The Pre-Existing Conditions exclusion is waived if You (a) enroll in this Certificate at the time You pay the deposit required for Your Trip (or within fourteen (14) days of the initial Trip deposit); (b) purchase this Certificate for the full cost of Your Trip; and (c) are medically able to travel on the Effective Date.

**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.

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

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

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

**Sickness** means an illness or disease not excluded by the Pre-Existing Condition exclusion of the body that: 1) requires a physical examination and medical treatment by a Physician after the Effective Date of coverage while Your are covered by this Certificate unless it suddenly worsens or becomes acute after the Effective Date.

**Sound Natural Teeth** means teeth that are whole or properly restored and are without impairment, periodontal or other conditions and are not in need of the treatment provided for any reason other than an Accidental Injury. For purposes of this Certificate, teeth previously restored with a crown, inlay, onlay, or porcelain restoration or treated by endodontics, except amalgam or composite resin fillings, are not considered Sound Natural Teeth.

**Strike** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Attack** means an incident deemed an act of terrorism by the U.S. Department of State and an act of violence, other than civil commotion, insurrection or riot (that is not an act of war, declared or undeclared), that results in loss of life or major damage to property, by any person acting on behalf of, or in connection with, any organization that is generally recognized as having the intent to overthrow or influence the control of any government

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

**Travel Arrangements** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the scheduled Trip departure and return cities, provided the dates of travel for the air flights are within seven (7) total days of the scheduled Trip dates.

**Travel Supplier** means tour operator, Participating Organization, Cruise line, airline, hotel, etc. who has made the land, air and/or sea arrangements.

**Trip** means a trip or class of trips as described on the accompanying Confirmation of Coverage.

**Uninhabitable** means (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 debris on roofs or downed electrical lines; or (4) the building is without electricity or water and/or is not suitable for human occupancy in accordance with local authority guidelines.

You or Your refers to the Insured.

#### **GENERAL PROVISIONS**

The following provisions apply to all coverages:

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

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

**GOVERNING JURISDICTION** – The insurance regulatory agency and courts of the jurisdiction in which You are located shall have jurisdiction over the individual or group insurance coverage as if such coverage or plan were issued directly to You.

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

You must fully cooperate in the event the Company determines that an investigation of any claim is warranted.

After two years from the date of issue of this Certificate, no misstatements, except fraudulent misstatements, made by the applicant on the application for such Certificate shall be used to void the Certificate or to deny a claim for Loss incurred or disability (as defined in the Certificate) commencing after the expiration of such two year period.

**SUBROGATION** - To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate subrogation form supplied by the Company.

ASSIGNMENT - This Certificate is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

#### WHEN YOUR COVERAGE BEGINS - Provided:

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

All coverage (except Trip Cancellation and Trip Cancellation For Any Reason) will begin on the Scheduled Departure Date, or the actual departure date if change is required by a Common Carrier, when You depart for the first Travel Arrangement (or alternate travel arrangement if You must use an alternate travel arrangement to reach Your Trip destination) for Your Trip. If coverage is purchased on the Scheduled Departure Date, such coverage will take effect at 12:01 A.M. local time, at Your location, on the day after the Scheduled Departure Date. No coverage can be purchased after a person departs on a Trip.

Trip Cancellation and Trip Cancellation For Any Reason coverage will begin on Your Effective Date.

**WHEN YOUR COVERAGE ENDS -** Your coverage will end at 11:59 P.M. local time on the date that is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change the Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date, unless otherwise authorized by the Company in advance of the Scheduled Return Date;
- (e) the date Your Trip is cancelled;
- (f) when Your Trip exceeds sixty (60) days.

**EXTENDED COVERAGE -** Coverage will be extended under the following conditions, should they occur during the journey to the return destination or to a different destination:

- (a) When You commence air travel from Your origination point: (i) within two (2) days before the commencement of the Land/Sea Arrangements, coverage shall apply from the time of departure from the origination point; or (ii) greater than two (2) days before the commencement of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (b) If You return to Your origination point: (i) within two (2) days after the completion of the Land/Sea Arrangements, coverage shall apply until the time of return to the origination point; or (ii) greater than two (2) days after the completion of the Land/Sea Arrangements, the extension of coverage shall be provided only during Your air travel.
- (c) If You are a passenger on a scheduled Common Carrier that is unavoidably delayed up to five (5) days in reaching the final destination, coverage will be extended for the period of time needed to arrive at the final destination.

**EXCESS INSURANCE LIMITATION** - The insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such Other Insurance or indemnity, and applicable Deductible.

#### THIS EXCESS INSURANCE LIMITATION ONLY APPLIES TO THE FOLLOWING COVERAGES:

Baggage Delay
Baggage/Personal Effects
Emergency Evacuation
Missed Connection
Property Damage
Repatriation of Remains
Trip Cancellation
Trip Delay
Trip Interruption

Collision Damage Waiver - Optional Upgrade

**ENTIRE CONTRACT; CHANGES:** This Certificate, including the endorsement and attached papers, if any, constitutes the entire contract of insurance. No change in this Certificate shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Certificate or to waive any of its provisions.

#### NOTICE TO POLICYHOLDERS

If You have a complaint or claims settlement issue that You do not feel We are properly handling or not handling in a timely manner, You may contact the Indiana Department of Insurance with Your complaint and seek assistance from the governmental agency that regulates insurance.

To contact the Department, write or call: Public Information/Market Conduct Indiana Department of Insurance 311 West Washington Street, Suite 300 Indianapolis, IN 46204-2787 Consumer Hotline: 1-800-622-4461

In the Indianapolis Area: 1-317-232-2395

**PROOF OF LOSS.** You or Your designated representative must furnish the Company, or its designated representative, with Proof of Loss. This must be a detailed statement. It must be filed with the Company, or its designated representative, within 90 days from the date of Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year after the time proof is otherwise required.

**CLAIM FORMS**: We, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proof of Loss. If such forms are not furnished within 15 days after the giving of such notice, You shall be deemed to have complied with the requirements of this Certificate as to Proof of Loss upon submitting, within the time fixed in the Certificate for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**TIME LIMIT ON CERTAIN DEFENSES:** After 2 years from the date of issue of this Certificate no misstatements, except fraudulent misstatements, made by the applicant in the application for such Certificate shall be used to void the Certificate or to deny a claim for Loss incurred or disability (as defined in the Certificate) commencing after the expiration of such 2 year period.

The following provisions apply to all benefits except Baggage/Personal Effects and Baggage Delay:

**PAYMENT OF CLAIMS** - The Company, or its designated representative, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

If any indemnity of this Certificate shall be payable to the Your estate, or to Your beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of Yours or beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

For the purposes of this section a "minor" is a person under the age of eighteen (18) years. A person eighteen (18) years of age or over is competent, insofar as the person's age is concerned, to sign a valid release.

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

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

**CHANGE OF BENEFICIARY:** Unless You make an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to You and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Certificate or to any change of beneficiary or beneficiaries, or to any other changes in this Certificate.

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

**PHYSICAL EXAMINATION AND AUTOPSY -** The Company, or its designated representative, at its own expense, have the right to have You examined as often as reasonable necessary while a claim is pending. The Company, or its designated representative, also has the right to have an autopsy made unless prohibited by law.

**TIME OF PAYMENT OF CLAIMS -** Benefits payable under this Certificate for any Loss other than Loss for which this Certificate provides any periodic payment will be paid immediately upon receipt of due written Proof of such Loss. Subject to due written Proof of Loss, all accrued indemnities for Loss for which this Certificate provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within thirty (30) days following receipt by the Company of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of six (6) percent per annum from the thirtieth (30<sup>th</sup>) day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by the Company or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

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

NOTICE OF LOSS - If Your property covered under this Certificate is lost, stolen or damaged, You must:

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

**SETTLEMENT OF LOSS** - Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable Proof of Loss and the value involved to the Company.

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

**BENEFIT TO BAILEE** - This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

#### **ACCIDENTAL DEATH AND DISMEMBERMENT**

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

The Principal Sum is shown on the Confirmation of Coverage. An Aggregate Limit of \$15,000,000 is the maximum amount payable by the Company for all Losses sustained for all persons insured under the Policy that are caused by any one Accident that occurs while the Policy is in force. If this limit is not sufficient to pay the total of all such claims, then the amount the Company pays for the Loss of any one Insured will be the proportional share of this amount.

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

| TABLE OF LOSSES                          |                              |
|--|------------------------------|
| Loss of:                                 | Percentage of Principal Sum: |
| 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 and hearing in both ears          | 100%                         |
| Speech                                   | 50%                          |
| Hearing in both ears                     | 50%                          |
| Thumb and index finger of same hand      | 25%                          |

#### "Loss" with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints;
- 2. eye means an entire and irrecoverable Loss of sight;
- 3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

#### **EXPOSURE**

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

#### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty-five (365) days after Your disappearance due to an Accident.

#### ACCIDENTAL DEATH & DISMEMBERMENT - COMMON CARRIER (AIR ONLY)

The company will pay benefits for Accidental Injuries resulting in a Loss as described in the Table of Losses, that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within 180 days after the date of the Accident causing the Loss. The Principal Sum is shown on the Confirmation of Coverage.

The Maximum Benefits for any one single Accident is limited to \$15,000,000 for all persons insured under the Policy. If more than one Loss is sustained, as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

| TABLE OF LOSSES                          |                              |
|--|------------------------------|
| Loss of:                                 | Percentage of Principal Sum: |
| 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 and hearing in both ears          | 100%                         |
| Speech                                   | 50%                          |
| Hearing in both ears                     | 50%                          |
| Thumb and index finger of same hand      | 25%                          |

#### "Loss" with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2. eye means an entire and irrecoverable Loss of sight:
- 3. speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

#### **EXPOSURE**

The Company will pay benefits for covered Losses that result from You being unavoidably exposed to the elements due to an Accident of an conveyance operated under a license for the transportation of passengers for hire during the Trip. The Loss must occur within three hundred sixty-five (365) days after the event that caused the exposure.

#### DISAPPEARANCE

The Company will pay benefits for Loss of life if Your body cannot be located within three hundred sixty-five (365) days after Your disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

#### ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if You incur necessary Covered Medical Expenses during Your Trip as a result of an Accidental Injury or Sickness that is not excluded by the Pre-Existing Condition exclusion.

Covered Medical Expenses are expenses incurred for necessary services and supplies: (a) listed below; and (b) ordered or prescribed by the attending Physician as Medically Necessary for treatment, that are limited to:

- (a) The services of a Physician;
- (b) Charges for Hospital confinement and use of operating rooms;
- (c) Charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) Ambulance service; and
- (e) Drugs, medicines and therapeutic services.

The Company will not reimburse benefits in excess of the Reasonable and Customary Charges. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will reimburse benefits up to the Maximum Benefit shown on the accompanying Confirmation of Coverage for emergency dental treatment for Accidental Injury to Sound Natural Teeth that occurs during the Trip.

The Company will advance payment to a Hospital, up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if needed to secure Your admission to a Hospital because of Accidental Injury or Sickness.

#### **BAGGAGE DELAY (Outward Journey Only)**

The Company will reimburse You for the expense of necessary personal effects, up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Trip.

You must be a ticketed passenger on a Common Carrier.

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

#### **BAGGAGE/PERSONAL EFFECTS**

The Company will reimburse You up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if You sustain Loss, theft or damage to baggage and personal effects during the Trip, provided You have taken all reasonable measures to protect, save and/or recover the property at all times. The baggage and personal effects must be owned by and accompany You during the Trip. The police or other authority must be notified within twenty-four (24) hours in the event of theft.

This coverage is subject to any coverage provided by a Common Carrier and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

There will be a per article limit shown on the accompanying Confirmation of Coverage.

There will be a combined Maximum Benefit limit shown on the accompanying Confirmation of Coverage for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers; cameras and their accessories and related equipment.

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects; or
- (b) the cost of repair or replacement in like kind and quality.

#### EXTENSION OF COVERAGE

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

#### **EMERGENCY EVACUATION**

The Company will pay benefits for Covered Expenses incurred, up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if an Accidental Injury or Sickness commencing during the course of the Trip results in Your necessary Emergency Evacuation. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Accidental Injury or Sickness warrants Your Emergency Evacuation.

#### Emergency Evacuation means:

- (a) Your medical condition warrants immediate Transportation from the hospital where You are first taken when injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;
- (b) after being treated at a local Hospital, Your medical condition warrants Transportation to the United States where You reside, to obtain further medical treatment or to recover; or
- (c) both (a) and (b), above.

Covered Expenses are reasonable and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with Your Emergency Evacuation. All Transportation arrangements made for evacuating You must be by the most direct and economical route possible. Expenses for Transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the conveyance transporting You; and
- (c) authorized in advance by the Company or its authorized representative.

Transportation of Dependent Children: If You are in the Hospital for more than seven (7) days following a covered Emergency Evacuation, the Company will return Your unattended Dependent Children accompanying You on the scheduled Trip, to their home, with an attendant if necessary.

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside.

Transportation services are provided if authorized in advance by the assistance provider, and are limited to necessary Economy Fares less the value of applied credit from unused travel tickets, if applicable.

Transportation means any Common Carrier, or other land, water or air conveyance, required for an Emergency Evacuation and includes air ambulances, land ambulances and private motor vehicles.

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

#### MISSED CONNECTION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, if You miss Your Cruise or tour departure, scheduled during Your Trip, that results from cancellation or delay, for three (3) or more hours, of all regularly scheduled airline flights due to Inclement Weather. Benefits are provided for:

- additional transportation expenses needed for You to join Your departed Cruise or tour;
- reasonable accommodation and meal expenses (up to the per day limit shown on the Confirmation of Coverage);
   and
- pre-paid nonrefundable Trip payments for the unused portion of Your Cruise or tour.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departures but cancel their Cruise or tour due to Inclement Weather.

#### NON-MEDICAL EMERGENCY EVACUATION

The Company will reimburse You, up to the Maximum Benefit shown on the Confirmation of Coverage, for all reasonable expenses incurred for Your transportation to the nearest place of safety, or to Your primary place of residence, if You must leave Your Trip for a Covered Reason, as defined below.

Evacuation must occur within ten (10) days of any covered event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by the assistance provider.

**Covered Reasons:** The Company will pay for the Non-Medical Emergency Evacuation Benefits listed above if, while on Your Trip, a formal recommendation from the appropriate local authorities, or the U.S. State Department, is issued for You to leave a country You are visiting on Your Trip due to:

- 1) A natural disaster;
- 2) civil, military or political unrest; or
- 3) You being expelled or declared a person non-grata by a country You are visiting on Your Trip.

These benefits will not duplicate any other benefits payable under this Certificate or any coverage(s) attached to this Certificate.

#### REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the Maximum Benefit shown on the accompanying Confirmation of Coverage. This benefit is provided if authorized in advance by the assistance provider.

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

#### TRIP CANCELLATION

The Company will reimburse You, up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if You are prevented from taking Your Trip for any of the following reasons that take place more than seven (7) days after the Effective Date. Please note that all of the following reasons, including those referencing time periods, must take place more than seven (7) days after the Effective Date:

Your Sickness, Accidental Injury or death that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Departure Date:

Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You, that results in medically imposed restrictions as certified by a Physician preventing that person's participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault within ten (10) days of departure; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence within ten (10) days of departure;

You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;

You or a Traveling Companion has a transfer of employment of two hundred fifty (250) miles or more;

The death or Hospitalization of Your Host at Destination;

If within thirty (30) days of Your departure, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary You, a

Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster, this does not include war:

Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours:

Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

After one (1) year of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company through no fault of Your own;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.

#### The Company will reimburse You for the following:

- a) pre-paid non-refundable cancellation charges imposed by the Travel Suppliers;
- b) If the Traveler Supplier cancels Your Trip, You are covered up to \$75.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Trip include the airfare;
- c) The fees incurred by You for re-depositing frequent traveler awards (frequent flyer miles, hotel point rewards, etc.) in Your account if You used awards for any part of a Trip that is canceled for a covered reason. The Company will not pay more than an aggregate amount of \$250 for all Trips while coverage is in effect and for fees paid for redepositing frequent traveler awards;

In no event shall the amount reimbursed exceed the amount You prepaid for the Trip;

Coverage does not include Default of a Participating Organization or other organization that results in loss of services.

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative within seventy-two (72) hours in the event of a claim. If the claim is not reported within seventy-two (72) hours, it should be reported as soon as possible. All other delays of reporting beyond seventy-two (72) hours will result in reduced benefit payments. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonably possible.

#### SINGLE OCCUPANCY COVERAGE

The Company will reimburse You for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel. This benefit is subject to the same Maximum Benefit indicated above.

#### TRIP DELAY

The Company will reimburse You for Covered Expenses, up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if You are delayed, while coverage is in effect, en route to or from the Trip for twelve (12) or more hours due to a defined Hazard.

#### Covered Expenses:

- (a) Any prepaid, unused, non-refundable land and water accommodations;
- (b) Any Additional Expenses incurred;
- (c) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip; or
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination.

If You or the Traveling Companion are delayed by a Common Carrier while en route to Your return destination after the Trip is completed and have placed Your cat or dog in a kennel for the duration of the Trip and You or the Traveling Companion

are unable to collect them on the day previously agreed with the kennel, benefits will be paid at \$25 per day, on a one-time basis, up to the Maximum Benefit amount shown on the Confirmation of Coverage to cover the necessary additional kennel fees.

You or the Traveling Companion must provide the following documentation when presenting a claim for these benefits:

- a) Written confirmation of the reasons for delay from the Common Carrier whose delay resulted in the Loss, including but not limited to, scheduled departure and return times and actual departure and return times;
- b) Written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

#### TRIP INTERRUPTION

The Company will reimburse You, up to the Maximum Benefit shown on the accompanying Confirmation of Coverage, if You join Your Trip after departure or are unable to continue on the Trip due to any of the following reasons that take place after departure:

Your Sickness, Accidental Injury or death, that results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise to cancel the Trip on or before the Scheduled Return Date;

Sickness, Accidental Injury or death of a Family Member or Traveling Companion booked to travel with You that results in medically imposed restrictions as certified by a Physician preventing that person's continued participation in the Trip;

Sickness, Accidental Injury or death of a non-traveling Family Member;

You or a Traveling Companion being hijacked, Quarantined, required to serve on a jury, subpoenaed, the victim of felonious assault during the Trip; having Your principal place of residence made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster; or burglary of Your principal place of residence during the Trip;

You or a Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to departure;

You or a Traveling Companion has a transfer of employment of two hundred fifty (250) miles or more;

The death or Hospitalization of Your Host at Destination; If during Your Trip, a politically motivated Terrorist Attack occurs within a fifty (50) mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States Government issues a travel warning indicating that Americans should not travel to a city named on the itinerary;

You, a Traveling Companion, or Family Member, who are military personnel, and are called to emergency duty for a natural disaster; this does not include war; Strike that causes complete cessation of services for at least forty-eight (48) consecutive hours;

Weather that causes complete cessation of services of the Common Carrier for at least forty-eight (48) consecutive hours and prevents You from reaching Your destination. This benefit will not apply if the potential natural disaster has been forecasted or a storm has been named prior to purchase of this coverage;

Bankruptcy and/or Default of Your Travel Supplier that occurs during Your Trip and more than ten (10) days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the agency from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than fifteen (15) months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if not alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination;

After one (1) year of continuous employment at the same company, You are terminated or laid-off, from full time employment by that company through no fault of Your own;

Natural disaster at the site of Your destination that renders Your destination accommodations Uninhabitable.

#### The Company will reimburse You for the following:

a) pre-paid, unused, non-refundable land or sea expenses to the Travel Suppliers;

b) the airfare paid less the value of applied credit from an unused travel ticket, to return home, join or rejoin the original Land/Sea Arrangements limited to the cost of one-way economy airfare (or similar quality as originally issued ticket) by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets.

The Company will pay for reasonable additional accommodation and transportation expenses incurred by You (up to \$100 a day) if a Traveling Companion must remain hospitalized, or if You must extend the Covered Trip with additional hotel nights due to a Physician certifying that You cannot fly home due to an Accident or a Sickness but does not require hospitalization.

In no event shall the amount reimbursed exceed the amount You prepaid for the Trip.

Coverage does not include Default of a Participating Organization or other organization that results in loss of services.

SPECIAL CONDITIONS: You must advise the Participating Organization and the Company or its authorized representative no later than seven (7) days in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had You notified the Participating Organization as soon as reasonable possible.

#### **COLLISION DAMAGE WAIVER - OPTIONAL UPGRADE**

If You rent a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Company will reimburse the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car; or
- (c) The Maximum Benefit shown on the Confirmation of Coverage.

Coverage is provided to You, provided You and Your Traveling Companion are licensed drivers, and are listed on the rental agreement.

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

- 1. You must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
- 2. You must report the Loss to the appropriate local authorities and the rental company as soon as possible;
- 3. You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
- 4. You must provide the Company all documentation such as rental agreement, police report and damage estimate.

#### LIMITATIONS AND EXCLUSIONS

The following exclusions apply to the following benefits, unless otherwise stated within the exclusion: Trip Cancellation, Trip Interruption, Trip Delay, Accident and Sickness Medical Expense, Accidental Death & Dismemberment - Common Carrier, , Emergency Evacuation Repatriation of Remains, Non-Medical Emergency Evacuation, and Missed Connection:

Loss caused by or resulting from:

- 1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
- 2. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (unless results in the death of a non-traveling Family Member);
- 3. intentionally self-inflicted injuries;
- 4. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 5. participation in any military maneuver or training exercise:
- 6. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7. mental or emotional disorders, unless Hospitalized;
- 8. participation as a professional in athletics;

- being under the influence of drugs or intoxicants, unless prescribed and used in accordance with the instructions provided by a Physician;
- 10. commission or the attempt to commit a dishonest, fraudulent or criminal act;
- 11. participating in Bodily Contact Sports (football, wrestling, ice hockey, rugby, lacrosse, boxing, full contact karate, hurling and rodeo); skydiving; hang-gliding; Parachuting; Mountaineering; any motorized race; bungee cord jumping; speed contest (speed contest shall not include any of the regatta races) scuba diving (unless accompanied by a dive master or if the depth exceeds fifty (50) feet); deep sea diving; spelunking or caving; heliskiing; extreme skiing; Extreme Sports;
- 12. dental treatment except as a result of an injury to Sound Natural Teeth within twelve (12) months of the inquiry;
- 13. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses:
- 14. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
- 15. curtailment or delayed return for other than covered reasons;
- 16. traveling for the purpose of securing medical treatment;
- 17. services not shown as covered;
- 18. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
- 19. care or treatment that is not Medically Necessary;
- 20. care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law, the 4800 Time Benefit plan or similar legislation;
- 21. care of treatment that is payable under any Other Insurance policy;
- 22. Accidental Injury or Sickness when traveling against the advice of a Physician;
- 23. Cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child.

suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (unless results in the death of **The following exclusion applies only to Accidental Death & Dismemberment** 

Pre-Existing Conditions, as defined in the Definitions section.

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

The Company will not provide benefits for any Loss or damage to:

- 1. animals:
- 2. automobiles and automobile equipment;
- boats or other vehicles or conveyances;
- trailers:
- motors:
- 6. motorcycles;
- aircraft:
- 8. bicycles (except when checked as baggage with a Common Carrier);
- household effects and furnishing;
- antiques and collector's items;
- 11. eye glasses, sunglasses or contact lenses;
- 12. artificial teeth and dental bridges;
- 13. hearing aids;
- 14. artificial limbs and other prosthetic devices;
- 15. prescribed medications;
- 16. keys, cash, stamps, securities and documents;
- 17. tickets;
- 18. credit cards:
- 19. professional or occupational equipment or property, whether or not electronic business equipment;
- cell phones, computer hardware or software;
- 21. sporting equipment if loss or damage results from the use thereof;
- 22. musical instruments;
- 23. retainers and orthodontic devices.

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

- 1. breakage of brittle or fragile articles:
- 2. wear and tear or gradual deterioration;
- insects or vermin;

- 4. inherent vice or damage while the article is actually being worked upon or processed;
- 5. confiscation or expropriation by order of any government;
- 6. war or any act of war whether declared or not;
- 7. theft or pilferage while left unattended in any vehicle;
- 8. mysterious disappearance;
- 9. property illegally acquired, kept, stored or transported;
- 10. insurrection or rebellion;
- 11. imprudent action or omission:
- 12. property shipped as freight or shipped prior to the Scheduled Departure Date.

#### The following exclusions apply to Collision Damage Waiver:

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

#### The following exclusions apply to Non-Medical Emergency Evacuation:

The Company does not cover:

- 1. Loss or expense recoverable under any Other Insurance or through an employer;
- 2. Loss or expense arising from or attributable to:
  - (a) fraudulent or criminal acts committed or attempted by You;
  - (b) alleged violation of the laws of the country You are visiting, unless the company determines such allegations to be fraudulent; or
  - (c) failure to maintain required documents or visas;
- 3. Loss or expense arising from or attributable to:
  - (a) Debt, insolvency, business or commercial failure;
  - (b) The repossession of any property; or
  - (c) Your non-compliance with a contract, license or permit;
- Loss or expense arising from or due to liability assumed by You under any contract.

#### **COORDINATION OF BENEFITS**

#### **Applicability**

The Coordination of Benefits ("COB") provision applies to This Plan when You have health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan.

The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

#### **Definitions**

**Plan** is a form of written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policyholder pays the premium.

"Plan" does not include individual or family:

- (a) insurance contracts;
- (b) direct payment subscriber contracts;
- (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

This Plan is the parts of this Certificate that provide benefits for health care expenses on an expense incurred basis.

**Primary Plan** is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules that differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

**Secondary Plan** is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan that, under the rules of this contract, has its benefits determined before those of that Secondary Plan.

**Allowable Expense** is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private Hospital room and a semi-private Hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private Hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

Claim is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of:

- (a) services (including supplies);
- (b) payment for all or a portion of the expenses incurred; or
- (c) a combination of (a) and (b).

**Claim Determination Period** is the period of time that must not be less than twelve (12) consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine:

- (a) whether Other Insurance exists; and
- (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective Date of coverage and ending twelve (12) consecutive months following the date of Loss or longer as may be determined by the Proof of Loss provision.

#### Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

#### Rules

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) Nondependent/Dependent Rule. The benefits of the Plan that covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within twenty-four (24) hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity that pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

#### Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid that were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

#### Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

#### Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, the Company may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

#### Right of Recovery

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

#### Non-complying Plans

This Plan may coordinate its benefits with a Plan that is excess or always secondary or that uses order of benefit determination rules that are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan. This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within thirty (30) days after it is requested to do so, the Company will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.