

New York, NY 10006

# GROUP TRAVEL INSURANCE Certificate Elite Travel Insurance Program

**INSURING CLAUSE:** We promise and agree to provide You with the benefits described in this Certificate. We make this promise and agreement in consideration of Your payment of the premium in full. The benefits are subject to all provisions, terms, conditions, limitations and exclusions of this Certificate. Please refer to the accompanying Coverage Verification Letter. It provides You with specific information about the program You purchased.

**RENEWAL CONDITIONS:** This Certificate is issued for a single term as stated in the Coverage Verification Letter and is non-renewable.

**POLICYHOLDER:** National Small Business Travel & Health Association.

Our program manager of the Policy and this Certificate is iTravellnsured. All communications, correspondence, notices, claims and payments should be presented to Our program manager.

# TO FILE A CLAIM OR TO CANCEL:

From North America, call:
(1) 866-243-7524
From outside North America, call:
(001) 317-655-9798
Mail to: iTravelInsured, P.O. Box 88503,
Indianapolis, IN 46208-0503

# **Right to Cancel**

Within 10 days of purchasing the program, You may cancel it and iTravelInsured will process a full refund of premium to You, as long as You have not already departed on Your Covered Trip or filed a claim, and this Certificate will be void from the beginning. No refunds shall be paid to You after 10 days of purchasing the program.

1

# PLEASE READ THIS CERTIFICATE CAREFULLY FOR FULL DETAILS. This Certificate is a legal contract.

**Notice to California residents:** This plan contains disability insurance benefits or health insurance benefits, or both, that only apply during Your Covered Trip. You may have coverage from other sources that already provides You with these benefits. You should review Your existing policies. If You have any questions about Your current coverage, call Your insurer or health plan.

**Notice to Florida residents:** The benefits of the Policy providing Your coverage are governed primarily by the law of a state other than Florida. This Policy may provide a duplication of coverage already provided by Your homeowner's, personal liability policy or other source of coverage. THIS IS NOT HEALTH INSURANCE.

**Notice to New York residents:** The insurance evidenced in this Certificate provides limited benefits for health and accident insurance. It does not provide basic hospital, basic medical, major medical, Medicare Supplement, long-term care, nursing home or home care insurance as defined by the New York State Insurance Department. This Certificate is not a Medicare Supplement.

**Notice to North Carolina residents:** This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.

**Notice to Oklahoma residents:** WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is quilty of a felony.

**Notice to Texas residents:** This Policy may provide a duplication of coverage already provided by the Insured's personal auto insurance, homeowner's, personal liability policy or other source of coverage.

### PROGRAM FEATURES TABLE OF CONTENTS:

Section 1: Schedule of Benefits - page 3

Section 2: General Terms & Definitions - page 4

Section 3: Effective & Termination Dates - page 10

Section 4: Benefits - page 10

Section 5: Exclusions - page 20

Section 6: Claim Provisions - page 23

Section 7: General Provisions - page 24

Section 8: State Exceptions - page 26

## **SECTION 1. SCHEDULE OF BENEFITS**

BENEFITS	MAXIMUM BENEFIT PER INSURED SUBJECT TO THE MAXIMUM LIMIT OF LIABILITY (or unless otherwise noted)
Trip Cancellation	The amount of Your trip You elected to protect up to \$30,000 Per Insured Person
Trip Interruption	Up to 150% of the amount of Your trip You elected to protect (subject to the limitations as stated in Section 4: Benefits)
Travel Delay	Up to \$1,000 Per Insured Person
Missed Connection	Up to \$750 Per Insured Person
Lost/Stolen Baggage	Up to \$2,000 Per Insured Person
Baggage Delay	Up to \$200 Per Insured Person
Emergency Medical/ Dental Expense	Up to \$50,000 Per Insured Person
Emergency Medical Evacuation / Repatriation	Up to \$150,000 Per Insured Person

3

Emergency Reunion  Return of Dependent Children  Family Member Transportation to Bedside  Lodging Allowance for Visitor while Hospitalized  Return of Rental Vehicle  Repatriation of Remains Back to Primary Residence	Up to \$5,000 Per Insured Person
Common Carrier Accidental Death & Dismemberment	Principal Sum - \$100,000

## **Maximum Limit of Liability**

All limits are applied per Covered Trip. The Company's maximum limit of liability resulting from the same occurrence will be \$1,500,000 under the Policy. If loss for all Insureds for the same occurrence exceeds \$1,500,000. We will pay each Insured a pro-rata portion of the benefit amount due which \$1,500,000 bears to the total loss of all persons insured under the Policy for all losses due to the same occurrence.

# **SECTION 2: GENERAL TERMS AND DEFINITIONS**

"Accidental or Accident" means an unexpected and unforeseen event or incident, including a Terrorist Incident.

"Amateur Athletics" means any amateur or nonprofessional sporting, recreation or athletic activity that is organized, sponsored and/or sanctioned, and/ or involves regular or scheduled practices, games and/or competitions (collectively "organized athletic activities"). This definition does not include nonorganized athletic activities that are engaged in by You solely for recreational, entertainment or fitness purposes.

**"Baggage"** means luggage and personal possessions, whether owned, borrowed or rented, that is taken or purchased by You on the Covered Trip.

4

"Business Partner" means an individual who: (i) is actively involved with You in a legal partnership; and (ii) is actively involved in the day-to-day management of that business.

"Certificate" means this document issued by Us. As the underwriting insurance carrier, We are solely liable and responsible for the coverage and benefits provided under the Certificate.

**"Checked Baggage"** means Baggage that is in the care, custody, or control of a Common Carrier for which it has issued a receipt to You.

"Civil Disorder or Civil Unrest" means a symptom of, and a form of protest against, political or major socio-political problems. Civil Disorder or Civil Unrest includes, but is not limited to illegal parades, sit-ins and other forms of obstructions, riots, sabotage and other forms of crime which is intended to be a demonstration to the public and the government, but can escalate into general chaos.

**"Common Carrier"** means any land, water, or air conveyance operated under a license for the transportation of passengers for hire.

"Coverage Verification Letter" means the letter that accompanies the Certificate of Coverage from Our program manager.

**"Covered Trip"** means any travel and sojourn to a Destination more than 120 miles from the starting point of the Covered Trip and not exceeding the maximum Covered Trip Duration shown in Your Coverage Verification Letter.

**"Departure Date"** means the scheduled date to begin the Covered Trip as referenced in Your Coverage Verification Letter for this Certificate.

"Destination" means one or more cities to which You are scheduled to travel on a Covered Trip.

**"Emergency"** means a sudden, unexpected, unforeseen occurrence demanding immediate action.

"Family Member" means Your spouse, children (including step children and those adopted and placed for adoption), brothers or sisters (including inlaws and steps), parents (including in-laws and steps), grandparents (including in-laws), grandchildren, aunts, uncles, nieces, nephews, legal guardians and legal wards.

**"Financial Default"** means the complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed, or a partial suspension of operation following a filing of a bankruptcy petition in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the U.S. Bankruptcy Code.

"Hospital" means an institution or medical facility that meets all of the following requirements:

- 1. Properly accredited and where required by law, holds a license as a Hospital;
- Operates mainly for the care and Treatment of sick or injured persons as inpatients;
- 3. Provides twenty-four hours a day nursing care by registered nurses;
- 4. Has a staff of one or more Physicians available at all times;
- 5. Provides organized facilities for diagnosis and surgical procedures or has them available on a pre-arranged basis;
- 6. Not primarily a clinic, nursing home or convalescent home or similar place of business; and
- 7. Not mainly a place for treating alcoholics or drug addicts.

With respect to outpatient surgery or diagnostic testing, an ambulatory surgical center or a clinic will be considered a Hospital. Such facility must be properly accredited and, where required by law, hold a license allowing the facility to operate as such.

"Illness" means an Emergency sickness, impairment or physical condition that involves inpatient care in a Hospital, or requires Emergency Treatment by a qualified Physician.

**"Inclement Weather"** means physically severe weather that causes the suspension of common carrier transportation and/or the suspension of travel on public roadways by order of a local governmental authority.

"Injury" means trauma or damage to any part of the body caused solely by Accident, independent of disease or bodily infirmity.

"Insured" means the Member who arranged to take the Covered Trip, completed the application, paid the premium in full, and whose coverage under the Certificate has become effective and has not terminated. "Insured" includes any other Member listed in the Coverage Verification Letter whose coverage has become effective and has not terminated.

**"Key Employee"** means an employee of an employer who is responsible for policy and decision making.

"Locality" means an area large enough to represent a reasonable cross section of providers giving the type of service or supplies for which the charge was made.

"Medically Able To Travel" means that You are 100% able to travel on the day You purchased Your Certificate. "100% able to travel" means that You have no medical condition that requires Treatment, or prevents You from traveling, or will cause You to return home early from Your Covered Trip.

**"Member"** means any person who belongs to the Policyholder's association.

"Mental, Nervous or Psychological Disorder" means a mental or nervous health condition including, but not limited to; anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation as defined in the most current edition of Diagnostic and Statistical Manual of Mental Disorders as published by the American Psychiatric Association.

"Mobile Business Equipment" means a cell phone, personal digital assistance device, or laptop computer owned by You and used in Your trade or business.

**"Natural Disaster"** means a flood, mudslide, hurricane, tornado, earthquake, volcanic eruption, wildfire or blizzard that is due to natural causes.

"Necessary" means medical Treatment that is vital and required for the Treatment of a covered Injury or Illness.

"Organized Labor Strike" means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time a Covered Trip was purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier. An Organized Labor Strike is no longer unannounced and unpublished beginning with the first day of an announced "cooling off period."

**"Physician"** means a person, other than You, a Travel Companion or a Family Member, who is licensed as a medical doctor in the healing arts, and acting within the scope of his or her license for the service or Treatment given.

**"Policy"** means the Group Travel Insurance Policy issued to the Policyholder by Us. As the underwriting insurance carrier, We are solely liable and responsible for the coverage and benefits provided under the Policy.

**"Policyholder"** means the National Small Business Travel & Health Association.

**"Pre-Existing Condition"** means an Injury, Illness or condition during the 60 days immediately before and including the date Your coverage became effective which:

- Manifested itself, became acute or exhibited symptoms which would have caused a reasonably prudent person to seek diagnosis, care or Treatment; or
- 2. Required taking prescription drugs or medicine, unless the condition for which the prescribed drug or medicine is being taken remains controlled without any change in the required prescription; or
- 3. Was diagnosed, or required Treatment or Treatment was recommended by a Physician.

"Professional Athletics" means an athletic or sporting activity, including practice, preparation, and actual sporting events for any individual of an organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

"Reasonable Expenses" means the normal and customary charge of the provider, incurred by You for a service or supply, but not more than the prevailing charge in the Locality for a like service by a provider with similar training or experience; or for a supply which is identical or substantially equivalent.

"Return Date" means the scheduled date on which You are to arrive at Your Return Destination as shown in the Coverage Verification Letter for the Certificate.

"Return Destination" means the place to which You are scheduled to return from a Covered Trip.

**"Scheduled Airline"** (including scheduled charters) means an airline with a license for civil scheduled air transport issued by the country in which its aircraft are registered. Such airline must file and publish schedules and fares for regular passenger service between cities.

**"Spouse"** is a person who is a legal husband or a legal wife as defined under the applicable laws that govern Your primary residence.

"Terrorist Incident" means any violent act or an act that is dangerous to human life, property, or infrastructure that is committed within 120 miles of a Destination, by any person or persons who appear to be part of an effort to coerce a civilian population or affect the conduct of any government by coercion.

**"Travel Companion"** means a person who accompanies and shares a room or cabin with You on a Covered Trip, and a physical cross-reference entry exists within a computerized reservation system, a global distribution system or Travel Supplier reservation system that references Travel Companions to each other.

"Travel Companion's Family Member" means a Travel Companion's spouse, children, parents or grandparents.

**"Travel Supplier"** means a travel agent, Scheduled Airline, cruise line, tour operator, bus line or other licensed provider of travel.

"Treatment" means any and all undertakings, services and/or procedures rendered or employed with respect to the management and/or care of You for the purpose of identifying, testing for, analyzing, diagnosing, treating, curing, resolving, preventing, monitoring, attending to, caring for, controlling and/or combating any Illness or Injury or the symptoms or manifestations thereof, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic or laboratory testing or evaluation of any kind, pharmacotherapy or other medication and/or surgery.

"Uninhabitable" means (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion such as rain, wind, hail or flood; (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (iv) the property upon which the building sits is without electricity or water.

**"We, Us, Our"** means Sirius America Insurance Company.

"You or Your" means the Insured.

### **SECTION 3: EFFECTIVE & TERMINATION DATE**

# **Eligibility and Effective Date**

Subject to Our acceptance of Your application and payment of the premium in full, coverage for all benefits except Trip Cancellation will begin at 12:01 a.m. on the Departure Date. The Trip Cancellation coverage, if purchased, will begin at 12:01 a.m. on the day after Your order is received and Your application is accepted.

In no event will coverage be effective if all premiums due have not been received prior to the Scheduled Departure Date or prior to the Trip Cancellation date if You cancel Your Covered Trip or it is cancelled for any reason.

### **Termination Date**

Coverage ends at midnight on the date of return; or upon return to Your city of residence; or when the Covered Trip is cancelled or interrupted; or the scheduled Coverage Term Ends as listed in Your Coverage Verification Letter; whichever is earliest.

If Your return is delayed for a covered reason, coverage is extended until You are able to return to Your city of residence. The day You depart and the day You return are counted and included as separate days when determining duration of coverage.

## **SECTION 4: BENEFITS**

Trip Cancellation Trip Cancellation provides benefits for unused, non-refundable payments made by You not to exceed the maximum amount indicated in Your Coverage Verification Letter for a cause or event, resulting in loss that occurs after the Coverage Effective Date, subject to any applicable terms, conditions or Exclusions, for a Covered Trip cancelled up to the time and date of departure. For all of the covered reasons outlined below, You must notify the appropriate Travel Supplier(s) of Your cancellation within 72 hours of the occurrence, unless the condition prevents it, then as soon as reasonably possible. Otherwise, covered benefits shall be limited to those that would have been paid had timely notice of cancellation been provided.

A Maximum Benefit of up to the amount indicated in Your Coverage Verification Letter is provided to cover expenses which result from the cancellation of Your Covered Trip due to:

- 1. Any serious Injury or Emergency Illness:
  - a. Occurring to You or a Travel Companion, which is so disabling as to cause a reasonable person to delay or cancel their Covered Trip;
  - b. Occurring to a Family Member or Business Partner that is considered life threatening or requiring hospitalization; or
  - c. Occurring to a Family Member requiring Your care.

Treatment by a Physician must take place before the cancellation by You, a Family Member, a Travel Companion, a Travel Companion's Family Member or a Business Partner. The treating Physician may not be a member of Your or Your Travel Companion's immediate family or Yourself, or a Family Member of the person whose condition caused the cancellation.

- 2. Your death, the death of a Family Member, a Travel Companion, a Travel Companion's Family Member or a Business Partner if the death occurs after the Coverage Effective Date and prior to Your Scheduled Departure Date. (For Trip Interruption, death must occur prior to the Coverage Termination Date.) Notice of cancellation must be provided to all Travel Suppliers within 5 days of the death that causes the cancellation. Otherwise, Covered Benefits shall be limited to those that would have been paid had timely notice of cancellation been provided.
- 3. Financial Default of a Travel Supplier which suspends or terminates service after the date Your coverage became effective; provided that:
  - a. We will not provide coverage for Financial Default of a Travel Supplier if You do not purchase coverage within 15 days after the date Your initial payment for the Covered Trip was paid to the Travel Supplier.
  - We will not provide coverage if Financial Default of a Travel Supplier occurs less than 30 days after the Effective Date of Your coverage.
  - c. We will not provide coverage for loss

- resulting in a Financial Default of a Travel Supplier if the Travel Supplier is the same party who referred You to the purchase of this Certificate.
- 4. A Terrorist Incident, if You are scheduled to arrive at a Destination within **30** days following the Terrorist Incident and the Travel Supplier is not offering a substitute itinerary. Travel to any Destination for which travel warnings have been issued by the U.S. State Department at the time this coverage is purchased is excluded. Travel to any Destination in which such a Terrorist Incident has occurred in the 90 days prior to the date this coverage was purchased is excluded.
- 5. An Organized Labor Strike.
- 6. A Natural Disaster resulting in the complete cessation of services by a Travel Supplier for at least 24 consecutive hours or more.
- 7. You or a Travel Companion is hijacked.
- 8. You or a Travel Companion is detained for 24 hours or more under a medical quarantine order by a national governmental health authority.
- You or a Travel Companion are summoned to serve on a jury or served with a subpoena which mandates Your appearance in court during the time period of Your Covered Trip.
- Your home or the home of a Travel Companion is made Uninhabitable by fire, vandalism or Natural Disaster.
- 11. An automobile Accident directly involving either You or a Travel Companion, substantiated by a police report, while en route to a scheduled departure point for the Covered Trip.
- 12. A documented theft of Your passport or visa that prevents You from going on Your Covered Trip.
- 13. You or a Travel Companion serving on active or reserve military duty in the United States Armed Forces, or serving as an active duty police officer or fire fighter, whose personal leave is revoked to provide aid or relief in the event of a Natural Disaster or a terrorist act.
- 14. Employer termination or layoff of You, Your Spouse, a Travel Companion or a Travel Companion's Spouse. To be eligible for this benefit You, Your Spouse, a Travel Companion

or a Travel Companion's Spouse must have been employed with the same employer for at least one year, and You must have worked at least 30 hours per week, excluding time off for paid vacation and holidays, for the entire period of employment.

- 15. Cancel due to work reasons if You are a Key Employee and;
  - a. You are required to work which prevents You from departing on Your Covered Trip. You must provide proof of requirement to work, such as a notarized statement signed by an officer of Your company. In the situation of self-employment, proof of self-employment and a notarized statement confirming that You are unable to travel due to Your job obligations will be required;
  - You are directly involved through Your company in a merger, acquisition, government required product recall, or bankruptcy proceeding that prevents You from going on Your Covered Trip;
  - c. You are part of Your company's disaster recovery team to restore Your company because it has been rendered unsuitable for business due to fire, vandalism, burglary, theft or Natural Disaster that prevents You from going on Your Covered Trip.
- 16. Cancel due to an immediate Family Member's participation in an athletic championship event, which becomes known to You after the coverage Effective Date, when the athletic championship event causes You to cancel a Covered Trip in order to attend. You must certify that Your immediate Family Member (i) is an active participating member of the athletic team, and (ii) is attending the event as a member of the athletic team, (iii) is residing in Your household at the time of the event, and (iv) You have tickets to attend the athletic championship event.

# **Trip Interruption**

For a Covered Trip that is interrupted after Your departure, and before such coverage terminates, by one of the covered reasons described above under *Trip Cancellation* We will reimburse You for:

1. Unused, non-refundable payments made by

- You, up to the maximum amount of the Trip Cancellation Benefit, shown in Your Coverage Verification Letter.
- Reasonable additional transportation expenses incurred by You, not to exceed the cost of the same class fare as Your original transportation expense, less any refunds paid or payable, for Your transportation by the most direct route to:
  - a. Your original Return Destination; or
  - b. The place where You may rejoin the Covered Trip; or
  - c. The original Covered Trip Destination if You are delayed for a Covered Reason, and leave after the original Departure Date but before the original Return Date.

## **Travel Delay**

Subject to the limitations stated below, We will pay 25% of the Maximum Benefit shown for each 24 hours of delay, up to the Maximum Benefit shown on the Schedule of Benefits for additional reasonable meal and lodging expenses that are incurred by You on a Covered Trip because of an initial travel delay of at least 6 hours that is not otherwise paid by a Travel Supplier or Common Carrier. You must make every reasonable effort to avoid additional expenses.

This benefit is payable for only one delay per Covered Trip.

Travel Delay must be caused by:

- 1. Travel Supplier delay;
- Lost or stolen passport, travel documents or money;
- 3. Medical quarantine;
- 4. Natural Disaster; or
- 5. Injury or Emergency Illness of You or a Travel Companion.

You are not eligible for Travel Delay benefits if Your Covered Trip was interrupted and You are eligible for coverage under the Trip Interruption Benefit.

Any benefit payable under this coverage will be reduced by all amounts credited or refunded to You by any other source.

### **Missed Connection**

If while on a Covered Trip You miss a scheduled Common Carrier departure resulting from cancellation or delay of **5** or more hours due to Inclement Weather, Natural Disaster or a Travel Supplier delay, We will reimburse You up to the Maximum Limit shown in the Schedule of Benefits for:

- 1. Additional transportation expenses incurred by You to join the departed Covered Trip; or
- 2. Pre-paid, non-refundable trip payments for the unused portion of the Covered Trip.

The Common Carrier must certify the cause of the delay of the regularly scheduled departure. Any benefit payable under this coverage will be reduced by any amount paid by a Common Carrier towards Your additional transportation costs. You are not eligible for this benefit when You are traveling to Your Return Destination.

# Lost / Stolen Baggage

Subject to the limitations stated below, after a claim has been filed with and paid by the Common Carrier, We will pay up to the Maximum Benefit shown on the Schedule of Benefits for:

- Damage to or loss of Your Checked Baggage, while on a Covered Trip, when such Baggage is lost or damaged while Checked.
- 2. Theft of Your Baggage, while on a Covered Trip, while stored within a hotel or motel room in which You are registered as a guest and for which there are visible signs of forced entry.
- 3. Theft of Your Mobile Business Equipment stolen from Your person and for which You have filed an official, written police report, and provided the written report to Us.

The following limitations will apply:

- We will not pay or reimburse You for damage to, loss of, or theft of Baggage which has been paid by a Common Carrier, hotel, Travel Supplier, or is otherwise payable under any other insurance.
- 2. We will pay no more than \$500 for the first item claimed and, thereafter, no more than \$250 for each additional item claimed up to the Maximum Benefit shown on the Schedule of Benefits and subject to the exclusions and terms listed in this section.

- 3. We will not pay for damage to or loss of:
  - a. Animals;
  - Property used in trade, business or for the production of income (with the exception of Your Mobile Business Equipment as stated above);
  - Motor vehicles, aircraft, and other conveyances or equipment or parts pertaining to such conveyances;
  - d. Artificial limbs or other prosthetic devices, artificial teeth, any type of eyeglasses, sunglasses or contact lenses;
  - e. Tickets, except for administrative fees required to reissue tickets;
  - f. Money, stamps, stocks and bonds, postal or money orders;
  - g. Property shipped as freight or shipped prior to the Departure Date;
  - h. Credit cards;
  - i. Contraband; or
  - j. Hearing aids and devices.
- 4. We will not pay for loss due to:
  - a. Defective materials or craftsmanship;
  - b. Normal wear and tear;
  - c. Deterioration; or
  - d. Rodents, animals or insects.

We may choose to replace, repair, or pay for the loss after making allowances for depreciation and wear and tear. We will pay the cost of repair or replacement of the damaged Baggage less depreciation. We may take all or part of the damaged Baggage at the appraised or agreed value.

In the event of a loss to Baggage that is a pair or set, We may, at Our option, repair or replace any part to restore the pair or set to its value before the loss; or pay the difference between the value of the property before and after the loss.

- 1. In the event of loss or damage to Your Checked Baggage You must:
  - Immediately file a report of the incident to the Common Carrier and obtain their written report; and
  - b. Take reasonable steps to protect the Baggage from further damage; and
  - c. Make necessary reasonable and temporary repairs to the Baggage.
- 2. In the event of theft, You must immediately report the incident to the proper local police

authority, obtain a written report and provide the written report to Us;

We will not pay for further damage if You fail to protect the Baggage.

This coverage does not include loss caused by Baggage delay.

## **Baggage Delay**

In the event Your Checked Baggage is delayed by a Common Carrier on a Covered Trip for 12 hours or more from the actual time of arrival at a Destination, subject to the limitations stated below, We will reimburse costs You incurred up to the Maximum Benefit shown on the Schedule of Benefits for reasonable additional clothing and essential personal articles You purchased. Verification of the delay by the Common Carrier and receipts for the necessary purchases must accompany any claim.

The following limitations will apply:

- This benefit does not apply if Baggage is delayed when traveling to Your Return Destination.
- 2. We will cover only one Baggage Delay per Covered Trip.
- 3. This benefit is in excess of any reimbursable costs paid by a Common Carrier.

## **Emergency Medical / Dental Expense**

Subject to the limitations stated below, We will pay up to the Maximum Benefit shown on the Schedule of Benefits for Covered Expenses You incurred for an Injury or Emergency Illness on a Covered Trip, provided initial Treatment is received during a Covered Trip. The first expense must be incurred within 48 hours from the date of the onset of the Injury or Emergency Illness, or, if the Pre-Existing Condition Limitation is waived, the Injury or Illness must re-occur while You are covered for Injury or Emergency Illness. This coverage is secondary to any other coverage available to You. Coverage continues until Your Covered Trip ends.

**"Covered Expenses"** means the Necessary and Reasonable Expenses for Emergency medical, surgical and dental services, Treatments and supplies incurred during a Covered Trip. Covered Expenses also include expenses for Emergency professional nursing services, Hospital charges, X-rays and ambulance services.

We will not pay for:

- Hernia (includes all types of hernias), however caused:
- 2. Services or Treatment given by a Family Member or any person employed or retained by You.
- 3. Experimental procedures;
- 4. Cosmetic surgery or procedure that is not reconstructive surgery which is intended to or follows surgery resulting from trauma, infection or other disease of You:
- 5. Benefits which are payable under any worker's compensation or similar law;
- 6. Any surgical or medical Treatment which can reasonably be delayed until You return to Your primary residence;
- 7. Any Treatment or medication which at the time of departure You know is required to be continued during a Covered Trip;
- 8. The cost of dentures, dental appliances, false limbs, hearing aids, cochlear implants, contact or corneal lenses or spectacles (prescription or otherwise):
- Any repatriation costs not authorized by Us; or
- 10. The additional cost of a single or private room at a Hospital, except when the treating Physician considers it Necessary.

### **Emergency Medical Evacuation/Repatriation**

Subject to the limitations stated below, We will arrange and pay up to the Maximum Benefit shown on the Schedule of Benefits for Covered Expenses You incurred during a Covered Trip, as the result of an Emergency Illness or Injury.

**"Covered Expenses"** means Reasonable Expenses for medical services required for evacuation to the nearest adequate medical facility from the place where the Injury or Emergency Illness occurred. Services and benefits will be arranged only if the treating Physician recommends such evacuation. Covered Expenses will be paid provided You are traveling on a Covered Trip and are more than 120 miles away from Your primary place of residence.

In addition to the above Covered Expenses, when You are confined in a medical facility more than 120 miles from Your primary residence and Your treating Physician and We determine it is feasible and medically necessary to transfer You to a medical

facility nearer to Your primary residence to recuperate in familiar surroundings, medical repatriation will be provided.

We will not pay for any services or Covered Expenses incurred without Our prior consent or approval.

# Emergency Reunion and Return of Mortal Remains Subject to the limitations stated below, We will either purchase or pay a total amount not to exceed the Maximum Benefit shown on the Schedule of Benefits for one or more of the following:

- 1. A one-way economy airfare for the return home of Your biological or legally adopted children or grandchildren under the age of 18 who are traveling with You and left unattended as a result of Your covered Injury or Emergency Illness. A qualified chaperone will also be provided, without charge, when necessary for the safety of the children.
- 2. One Family Member to fly, by round trip economy airfare, to Your bedside if You are to be hospitalized during a Covered Trip due to an Injury or Emergency Illness for at least 5 consecutive days.
- 3. If You are hospitalized, the reasonable cost of lodging for one Family Member or Travel Companion, required upon medical advice, to stay with, travel to or escort You home up to \$200 per day for a maximum of 7 days.
- Reasonable expenses associated with the return of Your rental vehicle to the rental agency in the event of Your Emergency medical evacuation or medical repatriation.
- 5. The reasonable cost of transporting Your remains to Your primary place of residence if You die during a Covered Trip.

We will not pay for any services or expenses incurred without Our prior consent or approval.

# Common Carrier Accidental Death & Dismemberment

Subject to the limitations stated below, We will cover Injury to You on a Covered Trip limited to riding as a passenger, getting in or out of, or being struck by a Common Carrier.

# **Description of Benefits and Limitations**

If Your Injury results in a loss shown below within one year after an Accident causing the loss, We will pay a percentage of the Principal Sum shown on the Schedule of Benefits as follows:

Loss of Life	100% of the Principal Sum
Loss of both Hands or both Feet or Sight of both Eyes	100% of the Principal Sum
Loss of one Hand and one Foot	100% of the Principal Sum
Loss of one Hand or one Foot and Sight of one Eye	100% of the Principal Sum
Loss of one Hand or one Foot or Sight of one Eye	50% of the Principal Sum

#### **Definitions**

"Loss of Hand or Foot" means the complete and permanent severance through or above the wrist or ankle joint.

"Loss of Sight" means the total and permanent loss of entire sight. Such loss correctable by surgery or lenses is not considered total and permanent.

**"Principal Sum"** means the limit as specified in the Schedule of Benefits.

If You suffer more than one loss from any one Accident, We will pay only one amount which is determined to be the highest benefit payable not to exceed the Principal Sum.

# **Exposure and Disappearance**

We will pay the appropriate percentage of the Principal Sum if You are exposed to the elements due to a covered Accident and You sustain a loss for which a benefit would otherwise be paid.

We will presume death due to an Injury to You if Your body is not found within one year from the date of a Common Carrier Accident, in which You were a passenger.

## **SECTION 5: EXCLUSIONS**

These exclusions apply to all program benefits and services. In addition to any exclusion that applies to

a particular benefit, no coverage is provided for any loss arising directly or indirectly out of, related to or as a result of the following:

- Intentionally self-inflicted harm, suicide or attempted suicide, by You, a Family Member, a Travel Companion or a Travel Companion's Family Member;
- Pregnancy, fertility Treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy, of You, a Family Member, a Travel Companion or a Travel Companion's Family Member;
- Any Mental, Nervous or Psychological disorders or physical complications related thereto, of You, a Family Member, a Travel Companion or a Travel Companion's Family Member;
- 4. You being under the influence of intoxicating liquor (as determined by the jurisdiction where the loss occurred) or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician;
- War (whether declared or undeclared), acts of war, military duty (unless specifically covered), or voluntary participation in a Civil Disorder or unrest;
- 6. Participation in Professional or Amateur Athletics (including training);
- 7. Participation in any sporting, recreational, or adventure activity where such activity is undertaken against the advice or direction of any local authorities or any qualified instructor or contrary to the rules, regulations, recommendations and procedures of the recognized governing body of the area where such activity takes place;
- 8. All extreme, high risk sports including but not limited to: bodily contact sports, skydiving, hang gliding, bungee jumping, parachuting, mountain climbing or other high altitude activities, caving, heli-skiing, extreme skiing, or any skiing outside marked trails;
- 9. Scuba diving (unless accompanied by a dive master and not deeper than 130 feet);
- 10. Operating or learning to operate any aircraft as pilot or crew;
- 11. Nuclear reaction, radiation or radioactive contamination;

- 12. Natural Disasters (unless specifically covered);
- 13. Epidemic;
- 14. Pollution or threat of pollutant release;
- 15. Commission of a violation of law by You, a Family Member, a Travel Companion or a Travel Companion's Family Member whether they are Insured or not, including without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations:
- 16. Any known, expected or reasonably foreseeable events or conditions that would cause a loss or claim under this Certificate; or
- 17. Financial Default (except as specifically covered herein).

# This program does not cover You:

- 1. If the purpose of the travel is to receive medical care, medication or Treatment;
- 2. If the Travel Supplier's tickets do not indicate the travel dates;
- 3. If You give incorrect data or facts; or
- 4. If the loss is not submitted to Us within 90 days from the date of loss, except as otherwise prohibited by law.

## PRE-EXISTING CONDITIONS EXCLUSION

This exclusion applies to Trip Cancellation, Trip Interruption and Emergency Medical/Dental and Emergency Medical Evacuation/Repatriation and Emergency Reunion benefits.

# This program does not cover losses or expenses if they result from:

- 1. Any Injury occurring to You, a Family Member, a Travel Companion or a Travel Companion's Family Member prior to and including the Effective Date of insurance.
- 2. Any Illness occurring to You, a Family Member, a Travel Companion or a Travel Companion's Family Member who resides in Your household during the 60 days prior to and including the Effective Date of Your insurance for which: a) medical diagnosis or Treatment by a Physician has been sought or recommended or for which symptoms exist which would cause a reasonably prudent person to seek diagnosis, care or Treatment; or b) require taking prescription drugs or medicine unless

the Illness remains controlled without any change in the required prescription.

For the purposes of determining any Pre-existing Condition, the Effective Date of Your insurance will be the date You purchased this coverage.

## We cover these Pre-existing Conditions provided:

- The insurance was purchased within 15 calendar days of initial Covered Trip payment; and
- 2. On the date of purchase of insurance, You were Medically Able to Travel.

If You do not meet the above criteria, You may still be covered for Trip Cancellation or Trip Interruption cause by reasons other than those related to the Preexisting Condition.

#### **SECTION 6: CLAIM PROVISIONS**

### Where to Present a Claim

To obtain a claim form, visit the program manager's website at: www.itravelinsured.com. All benefits will be paid in United States dollars.

You may write to us at:

iTravelInsured P.O. Box 88503 Indianapolis, IN 46208-0503

Call or email us at:

From North America, call:
(1) 866-243-7524
From outside North America, call:
(001) 317-655-9798
Email: itravelclaims@itravelinsured.com

## **Notice of Claim**

Written notice of claim must be given to Us within 90 days from the date of loss, except as otherwise prohibited under law. You have a duty to make all reasonable efforts to minimize losses from any insured benefit.

# **Written Proof of Loss**

Written proof of loss must be sent to Us within 91 days after the Notice of Claim. If proof of loss cannot be given in that time, such proof of loss must be given as soon as reasonably possible.

## **Payment of Claims**

After receiving complete written proof of loss, We will pay any benefits due within 15 days.

We will pay death benefits to the beneficiary designated by You and on file with the holder of beneficiary records. If a beneficiary has not been designated, death benefits will be paid to Your estate. All other benefits will be paid to You except for medical benefits (if applicable). These may be paid directly to the provider of medical services.

Any payments We make in good faith will end Our liability to the extent of the payment.

## **Appealing a Claim**

In the event the Company denies all or part of a claim, the Insured Person shall have ninety (90) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address to file a written appeal with the Company. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt of the written appeal.

## **Duplicate Coverage**

You are eligible for coverage under only one Certificate from Us for each Covered Trip. If You have more than one Certificate, the Maximum Benefit payable will be as specified in the Certificate with the highest level of benefits. We will refund premiums received under any other Certificate.

# **Similar Coverage**

In the event that You are covered under another insurance policy or Certificate from a company other than Us, that provides the same or similar coverage, We will adjust Your claim by the amount You collected from the similar coverage.

## **SECTION 7: GENERAL PROVISIONS**

## **Misrepresentation and Fraud**

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

### **Entire Contract**

The Certificate, the Coverage Verification Letter and any attached riders, are the entire contract of insurance.

## **Assignment**

You may assign Your interest under the Certificate. In the case of an irrevocable beneficiary, that person must give written consent. No assignment will be binding on Us unless it is in writing and a copy is sent to Us. We accept no responsibility for the validity of an assignment.

# **Subrogation**

We have the right to recover any overpayment made because of an error in processing a claim. We have the right to recover any and all payments that We have made under this insurance from any person or entity that has been found to make, or is obligated to make in the future, a first and/or third party payment to a Covered Person as the result of an Accident or Illness caused by another party. If You recover any monies from any source for any loss for which You received payment under this insurance, We will be reimbursed on a priority basis from such recovery to the extent of Our payments to You or on Your behalf before You are entitled to a recovery. However, Our right of subrogation is secondary to Your right to be fully compensated for Your damages. This obligation to Us survives the termination of this insurance and is applicable even if the insurance has expired and/or been terminated.

In the event You do not pursue all available recovery sources, then Your right to subrogation against a third party transfers to Us and You will at all times cooperate with Us in Our recovery efforts. Further, there can be no deduction of the amounts due to Us for legal fees, or any costs associated with the recovery of these payments without Our express written agreement prior to the matter being settled or these costs being incurred. In addition, if there is to be a settlement for any portion of the funds that is less than 100% of the amount(s) paid to You or on Your behalf by Us, any such agreement must first be approved by Us or Our designated representative, before You agree to such a settlement with any other person or entity.

## **Physical Examination**

We have the right to have You examined by a Physician of Our choice. This may be done as often as reasonably necessary while a claim is pending or while We are paying benefits. We may require an autopsy where lawful. We will pay the cost of both the exam and autopsy.

## **Legal Actions**

No legal action may be brought on this Certificate within 60 days from the date written proof of loss has been given or after 5 years from the date written proof of loss is required to be given.

## **Workers' Compensation**

The Certificate is not a substitute for any Workers' Compensation law requirement.

### **SECTION 8: STATE EXCEPTIONS**

Applicable State Exceptions, if any, are stated in the Coverage Verification Letter.

27 28