



- a) Sickness, Accidental Injury or death of You, Your Traveling Companion, or Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;
- b) You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action provided You are not a party to the legal action or appearing as a law enforcement officer, the victim of felonious assault within 10 days of departure; or having Your principal place of residence made uninhabitable by fire, flood or other Natural Disaster; or burglary of Your principal place of residence within 10 days of departure;
- c) You or Your Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- d) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within the territorial limits of a City listed on Your itinerary. The Terrorist Attack must occur after the Effective Date of Your Trip Cancellation coverage;
- e) You or Your Traveling Companion or Family Member who are military personnel, and are called to emergency duty for a Natural Disaster or have their leave revoked or are reassigned;
- f) Strike that causes complete cessation of services for at least 24 consecutive hours;
- g) Weather which causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours;
- h) You or Your Traveling Companion are terminated, or laid off from employment subject to one year of continuous employment at the place of employment where terminated;
- i) Natural Disaster or documented man-made disaster at the site of Your destination which renders Your destination accommodations uninhabitable;

The Company will reimburse You for the following:

- a) Non-refundable cancellation charges imposed by the Travel Suppliers.
- b) Airfare cancellation charges for flights commencing within one week of the Land/Sea Arrangements.
- c) If You purchase the optional Sports Coverage, and Your Trip is Cancelled due to a covered reason, coverage is provided for the costs of unused non-refundable deposits and payments that were arranged separately from the vacation for pre-paid lift tickets, green fees, equipment rentals and lessons up to a maximum of \$1,000 per Insured.

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

**SPECIAL CONDITIONS:** You must advise Travel Insured International and the Travel Supplier as soon as possible 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 Travel Supplier as soon as reasonably possible.

#### **SINGLE OCCUPANCY COVERAGE**

The Company will reimburse You, up to the maximum shown on Your accompanying Confirmation of Benefits, for the additional cost incurred during the Covered 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 their Trip delayed, canceled, or interrupted for a covered reason and You do not cancel.

#### **CANCEL FOR WORK REASONS**

*Not applicable for Residents of WA State*

**Optional Coverage:** Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

The Company will pay a benefit, up to the maximum shown on Your accompanying Confirmation of Benefits, if You are prevented from taking Your Covered Trip due to the following Unforeseen events:

- a) A transfer of You or Your Traveling Companion by the employer by whom You or Your Traveling Companion are employed on Your Effective Date which requires Your principal residence to be relocated;
- b) You or Your Traveling Companion are required to work during the scheduled Trip. You or Your Traveling Companion must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of You or Your Traveling Companion's employer;
- c) You or Your Traveling Companion's company is directly involved in a merger or acquisition. You or Your Traveling Companion must be an active employee of the company that is merging and directly involved in such an event;
- d) You or Your Traveling Companion's company operations are interrupted by fire, flood, burglary, vandalism, product recall, Bankruptcy or financial Default.

Your application and plan cost must be received within fourteen (14) days of Your original Trip deposit

#### **TRIP INTERRUPTION**

\$500 Return Air Only if \$0 displayed for Trip Cancellation on Your Confirmation of Benefits.

The Company will pay a benefit, up to the maximum shown on Your accompanying Confirmation of Benefits, if You are unable to continue Your Trip due to the Unforeseen events listed under **TRIP CANCELLATION:**

The Company will pay for the following:

- a) Unused, non-refundable travel arrangements prepaid to the Travel Suppliers.
- b) Additional transportation expenses incurred by You.
- c) Up to the maximum shown in the accompanying Confirmation of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket to return You to the return destination of the Trip as specified in the original travel documents from the point where You interrupted the Trip or rejoin the Trip from the point where You interrupted the Trip. (Airfare limited to the cost of one-way airfare using the same class of fare as the original travel ticket).
- d) If You purchase the optional Sports Coverage, and Your Trip is cancelled due to a covered reason, coverage is provided for the costs of unused non-refundable deposits and payments that were arranged separately from the vacation for pre-paid lift tickets, green fees, equipment rentals and lessons up to a maximum of \$1,000 per Insured.

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

#### **TRIP DELAY**

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

Covered Expenses Include:

- a) Any prepaid, unused, non-refundable land and water accommodations;
- b) Any reasonable additional expenses incurred;
- c) An Economy Fare from the point where You ended Your covered Trip to a destination where You can catch up to the covered Trip; or
- d) A one-way Economy Fare to return You to Your originally scheduled return destination;
- e) Meals and accommodations limited to \$100 per day.

## PART B-MEDICAL PROTECTION

### EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on Your accompanying Confirmation of Benefits, subject to \$50 deductible for each occurrence, for Covered Medical Expenses as a result of Emergency Treatment of a Sickness or Accidental Injury.

**Emergency Treatment** means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Sickness or Accidental Injury.

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

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

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. 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 advance payment to a Hospital, up to the maximum shown on Your accompanying Confirmation of Benefits, if needed to secure Your admission to a Hospital because of the Sickness or Accidental Injury.

The Company will pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

### EMERGENCY EVACUATION

**Emergency Medical Evacuation Benefit.** The Insurer will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while on a Trip. Benefits payable are subject to the Maximum Amount per person shown on Your Confirmation of Benefits for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes. A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of Your Injury or Emergency

Sickness warrants Your Emergency Evacuation to the closest adequate medical facility. In the sole discretion of the Assistance Company, it must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities. The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

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

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

If You are hospitalized for more than 7 days following a Covered Emergency Evacuation Expense, the Insurer will pay subject to the limitations set out herein, for expenses:

- 1) To return to the United States where You reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.
- 2) To bring one person chosen by You to and from the Hospital or other medical facility where You are confined if You are traveling alone; but not to exceed the cost of one round-trip economy airfare ticket.

**Medically Necessary Repatriation:** Following a covered Emergency Evacuation expense or a covered medical expense, the Insurer will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination via Common Carrier within one year from Your original Trip completion date.

Commercial airfare costs will be in the same class of service, as Your original airline tickets, or in business or first class as in compliance with Your medical necessities and requirements upon Your discharge, less refunds from Your unused transportation tickets.

In addition to the above covered expenses, if the Insurer has previously evacuated You to a medical facility, the Insurer will pay Your airfare costs from that facility to Your primary residence, within one year from Your original Scheduled Return Date, less refunds from Your unused transportation tickets. Airfare costs will be economy, or first class if Your

original tickets are first class. This benefit is available only if it is not provided under another coverage in the policy.

**Emergency Evacuation** means Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained. Transportation means any land, sea or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

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

### 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 Covered Trip. This will not exceed the maximum shown on Your Confirmation of Benefits.

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

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

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

**Optional Coverage:** Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

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

The Principal Sum is shown on Your accompanying Confirmation of Benefits.

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

## 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 which result from You being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The Loss must occur within 365 days after the event which caused the exposure.

## DISAPPEARANCE

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

## PART C-BAGGAGE PROTECTION

### BAGGAGE/PERSONAL EFFECTS

The Company will reimburse You, up to the maximum shown on Your Confirmation of Benefits, subject to \$50 deductible, for Loss, theft or damage to Baggage and personal effects, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. The Baggage and personal effects must be owned by and accompany You during the Covered Trip.

This coverage is secondary 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 Your Confirmation of Benefits.

There will be a combined maximum limit shown on the Confirmation of Benefits for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sporting equipment, Ski Equipment, personal computers, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

The Company will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Trip and if You have complied with all credit card conditions imposed by the credit card companies.

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

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, less depreciation as determined by the Company.
- b) The cost of repair or replacement.

### BAGGAGE DELAY (Outward Journey Only)

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

You must be a ticketed passenger on a Common Carrier.

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

### COLLISION DAMAGE WAIVER

*Not available for residents of Texas and Washington State*

**Optional Coverage:** Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.

If You rent a car while on the Covered 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 pay 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, meaning purchase price less depreciation; or
- (c) The amount shown on Your Confirmation of Benefits.

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

### TRAVEL ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical Evacuation • Medically Necessary Repatriation • Repatriation of Remains • Medical or Legal Referral • Inoculation Information • Hospital Admission Guarantee • Translation Service • Lost Baggage Retrieval • Passport/Visa Information
  - Emergency Cash Advance\* • Bail Bond\* • Prescription Drug/Eyeglass Replacement\* •
- \* Payment reimbursement to the Assistance Company is Your responsibility.

### 24/7 Worldwide Assistance Services

**CALL TOLL FREE:**

**(Within the United States and Canada)**

**800-494-9907**

**OR CALL COLLECT**

**603-328-1707**

**(From all other locations)**

Travel assistance services are provided by an independent organization and not by Arch Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help You resolve Your emergency situation.

## AVAILABILITY OF SERVICES

You are eligible for information at any time after You purchase this plan. The Emergency Assistance Services become available when You actually start Your trip. Emergency Assistance ends the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your trip

## DEFINITIONS

- 1) **"Accident"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.
- 2) **"Accidental Injury"** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss.
- 3) **"Actual Cash Value"** means purchase price less depreciation.
- 4) **"Assistance Company"** means the service provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.
- 5) **"Baggage"** means luggage and personal possessions, whether owned, borrowed, or rented, taken by You on the Trip.
- 6) **"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 U.S.C. Subsection 101 et seq.
- 7) **"Bodily Injury"** means identifiable physical Injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such Injury, is the direct cause of death or dismemberment of You within twelve months from the date of the Accident.
- 8) **"Business Partner"** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day to day management of the business.
- 9) **"Checked Baggage"** means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.
- 10) **"City"** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

- 11) **"Common Carrier"** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.
- 12) **"Company"** means Arch Insurance Company.
- 13) **"Complication of Pregnancy"** means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.
- 14) **"Covered Expenses"** shall mean expenses incurred by You which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the policy; and which do not exceed the maximum limits shown in the accompanying Confirmation of Benefits, under each stated benefit.
- 15) **"Cruise"** means any prepaid sea arrangements.
- 16) **"Default"** means a material failure or inability to provide contracted services due to financial insolvency.
- 17) **"Dependent Child(ren)"** means Your natural or adopted child less than age 24. Dependent Child(ren) also includes Your step child, child subject to legal guardianship, foster child, grandchild, or other blood relative less than age 24 who depends on You for more than fifty (50%) of the individual's total support. The child's attainment of the limiting age does not terminate the hospital and medical coverage of the child while the child is:
  - a. Incapable of self-sustaining employment because of mental retardation or mental or physical disability; and
  - b. Chiefly dependent upon the group member for support and maintenance.

Proof of the child's incapacity and dependency must be furnished to the Insurer by the group member within one hundred twenty (120) days of the child's attainment of the limiting age and, subsequently, at reasonable intervals during the two (2) years following the child's attainment of the limiting age. Proof will not be required more than once per year in the time more than two (2) years after the child's attainment of the limiting age.

The Company is not required to provide coverage to a child who has mental retardation or a mental or physical disability who does not satisfy the requirements of the group policy as to evidence of insurability or other requirements for coverage under the policy to take effect. In any case, the terms of the policy apply with regard to the coverage or exclusion from coverage of the child.

- 18) **"Domestic Partner"** means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage.
- 19) **"Economy Fare"** means the lowest published rate for a one-way ticket.
- 20) **"Effective Date"** means the date and time Your coverage begins, as outlined in the General Provisions section of the policy.
- 21) **"Exotic Vehicles"** includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, Bradley, Bricklin, Corvette, Cosworth, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Hummer, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR. Antique cars meaning cars that are over 20 years old or have not been manufactured for 10 or more years, any vehicle with an original manufacturer's suggested retail price greater than \$25,000 and Yugo.
- 22) **"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Dependent Children, Domestic Partner, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- 23) **"Hazard"** means:
  - a. Any delay of a Common Carrier (including Inclement Weather).
  - b. Any delay by a traffic accident en route to a departure, in which You or Your Traveling Companion is directly or not directly involved.
  - c. Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, natural disaster.

- 24) **"Hospital"** means a facility that:
- Holds a valid license if it is required by the law;
  - Operates primarily for the care and treatment of sick or injured persons as in-patients;
  - Has a staff of one or more Physicians available at all times;
  - Provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
  - Has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
  - Is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.
- 25) **"Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.
- 26) **"Injury"** means Bodily Injury caused by an Accident not excluded by the Pre-existing Condition exclusion and resulting directly and independently of all other causes of Loss covered by the policy. The Injury must be verified by a Physician and require emergency care.
- 27) **"Insured"** means a person while covered under the policy and for whom the required premium is paid. Insured also means "You" or "Your".
- 28) **"Land/Sea Arrangements"** means land and or sea arrangements made by the Travel Supplier.
- 29) **"Loss"** means Injury or damage sustained by You as a result of one or more of the occurrences against which the Company has undertaken to indemnify You.
- 30) **"Maximum Benefit"** means the largest total amount of Covered Expenses that the Company will pay for You.
- 31) **"Medically Necessary"** means that a treatment, service, or supply is: (1) is essential for diagnosis, treatment or care of the Injury or Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.
- 32) **"Natural Disaster"** means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.
- 33) **"Physician"** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be You, Your Traveling Companion or a Family Member.
- 34) **"Pre-existing Condition"** for the purposes of the policy shall mean 1) a condition that would have caused a person to seek medical advice, diagnosis, care or Treatment during the 180 days prior to the Effective Date of coverage under the policy; 2) a condition for which medical advice, diagnosis, care or Treatment was recommended or received during the 180 days prior to the Effective Date of coverage under the policy.
- Such an Injury or Sickness will continue to be a Pre-Existing Condition until the sooner of the expiration date of the policy or the expiration of 12 consecutive months, beginning with the Effective Date of coverage for which You have not received any medical care, consultation, diagnosis, or treatment or have not taken any prescribed drug or medicine on account of such condition.
- 35) **"Scheduled Departure Date"** means the date on which You are originally scheduled to leave on the Trip.
- 36) **"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.
- 37) **"Sickness"** means an illness or disease not excluded by the Pre-existing Condition exclusion which is treated by a Physician.
- 38) **"Ski Equipment"** means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.
- 39) **"Strike"** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.
- 40) **"Terrorist Attack"** means an incident deemed an act of terrorism by the U.S. Government.
- 41) **"Traveling Companion"** means a person who is sharing travel arrangements with You. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.
- 42) **"Travel Supplier"** means tour operator, Cruise line, hotel etc. who has made the Land and/or Sea Arrangements.
- 43) **"Trip"** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one week of the Land/Sea Arrangements.
- 44) **"Unforeseen"** means not anticipated or expected and occurring after the Effective Date of the policy.
- 45) **"Used"** means to avail oneself of, to employ, to expend or consume, or to convert to one's service.

## LIMITATIONS AND EXCLUSIONS

**Excess Insurance Limitation:** The Insurance provided by this policy, except for Accidental Death & Dismemberment benefits, 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.

Loss caused by or resulting from:

- Pre-Existing Conditions, as defined in the Definitions section;
- Suicide, attempted suicide or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only) committed by You, Your Traveling Companion or Family Member, whether insured or not;
- War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war (does not apply to Cancel for Work Reasons coverage);
- Participation in any military maneuver or training exercise (does not apply to Cancel for Work Reasons coverage);
- Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- Mental or emotional disorders, unless hospitalized;
- Participation as a professional in athletics;
- Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Family Member, whether insured or not;

- 10) Participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used (mountaineering below 15,000 feet is covered while on Your Trip if You purchase Sports Coverage); any race; bungee cord jumping; speed contest; spelunking or caving (Does not apply while on Your Trip if You purchase Sports Coverage);
- 11) Dental treatment except as a result of an Injury to sound natural teeth within twelve (12) months of the Accidental Injury;
- 12) Pregnancy and childbirth, except for Complications of Pregnancy;
- 13) Traveling for the purpose of securing medical treatment.

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

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

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

- 1) animals;
- 2) automobiles and automobile equipment;
- 3) boats or other vehicles or conveyances;
- 4) trailers;
- 5) motors;
- 6) motorcycles;
- 7) bicycles (except when checked as Baggage with a Common Carrier);
- 8) eye glasses, sunglasses or contact lenses;
- 9) artificial teeth and dental bridges;
- 10) hearing aids;
- 11) prosthetic limbs;
- 12) keys, money, stamps, securities and documents;
- 13) tickets.

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

- 1) Wear and tear or gradual deterioration;
- 2) Insects or vermin;
- 3) Inherent vice or damage while the article is actually being worked upon or processed;

- 4) Confiscation or expropriation by order of any government;
- 5) Radioactive contamination;
- 6) War or any act of war whether declared or not;
- 7) 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 vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
- 3) Any Loss which occurs if You are in violation of the rental agreement;
- 4) Failure to report the Loss to the proper local authorities and the rental company;
- 5) Damage to any other vehicle, structure or person as a result of a covered Loss.

**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.

**NOTICE TO POLICYHOLDERS**

We are here to serve You. . .

As our policyholder, Your satisfaction is very important to us. Should You have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If You are not satisfied. . .

Should You feel You are not being treated fairly, we want You to know 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

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

**GENERAL PROVISIONS**

The following provisions apply to all coverage:

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

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

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

**WHEN AN INSURED'S COVERAGE BEGINS.** All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at Your location, on the Scheduled Departure Date, provided:

- a) Coverage has been elected; and
- b) The required premium has been paid.

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

**WHEN AN INSURED'S COVERAGE ENDS.** Your coverage will end at 11:59 local time on the date which is the earliest of the following:

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

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

**MODE OF PREMIUM:**

**Insured:** The required premium must be paid to the Participating Organization or its authorized representative prior to the Scheduled Departure Date of the Covered Trip.

**ARBITRATION.** Notwithstanding anything in the policy to the contrary, if the Company and You mutually agree at the time of the Loss, any claim arising out of or relating to the policy, or its breach, will be settled by non-binding arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

**CLAIMS PROCEDURES AND PAYMENT**

**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;
- e) Your estate.

All other claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to Your legal guardian up to \$5,000 to any relative by blood or connection by marriage of the person who is deemed by the insurer to be equitably entitled to the benefit.

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

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

The 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.

**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.

Upon Notice of Loss, the Company will provide You with forms necessary to file a proof of Loss. These forms will be provided within 15 days of receipt of a Notice of Claim. If these forms are not furnished to You within such 15 days, You will be deemed to have complied with the requirement of proof of Loss upon submitting a written proof of Loss.

The Notice of Claim submitted by You should include Your name, the Participating Organization's name and the policy number. Notice should be sent to the Company's administrative office, or to the Company's designated representative.

**CLAIM PAYMENT**

The Company will pay claims not more than 45 days after receipt of written Proof of Loss by You or in accordance with Indiana requirements for payment to providers if the claim was submitted by a provider.

**OTHER INSURANCE WITH THE COMPANY:** You may be covered under only one travel policy with the Company for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

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

**NOTICE OF LOSS.** If Your property covered under the policy 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.

**PROOF OF LOSS.** You must furnish the Company, or its designated representative, with proof of Loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under the policy if Proof is then furnished as soon as reasonably possible but except in the absence of legal capacity no later than 1 year from the time proof is otherwise required under the policy.

**SETTLEMENT OF LOSS.** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to 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.

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

**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 Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You are paid by You. The Company will pay the appraiser they choose. You will share equally with the Company the cost for the arbitrator and the appraisal process.

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