



www.SkiTripPreserver.com

866-889-7409

Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031

## SKI TRIP PRESERVER

Underwritten by Arch Insurance Company

### DESCRIPTION OF COVERAGE

Master Contract Number: 11TVL9315400

You are not eligible for insurance under the plan until You have enrolled for coverage and paid the appropriate premium and provided You have not already departed on Your Trip.

Individual Short Term Travel Policy Insurance for residents of Colorado, Georgia, Kansas, Louisiana, Michigan, New York (P&C), Ohio, Oregon, South Dakota, Texas, Utah, Vermont and Wyoming.

Notice to residents of Indiana, Minnesota, Missouri, New Hampshire, Pennsylvania & Washington: This is not Your Description of Coverage. To obtain Your state-specific Description of Coverage or Policy, please call toll-free: 1-866-889-7409.

Notice to Residents of Alaska, Alabama, Arkansas, Arizona, California, Connecticut, Delaware, District of Columbia, Florida, Hawaii, Idaho, Illinois, Iowa, Kentucky, Maine, Maryland, Massachusetts, Mississippi, Nebraska, Nevada, New Jersey, New Mexico, New York (A&H), North Carolina, North Dakota, Oklahoma, Rhode Island, South Carolina, Tennessee, Virginia, Wisconsin and West Virginia. The master policy is on file with American Group Travel Trust, BankNewport as Trustee. Your Policy consists of this Description of Coverage and the enclosed applicable State Exceptions. In the event of any conflict between the Description of Coverage and the master policy, the master policy will govern. If You did not receive any of these documents, please call toll-free: 1-866-889-7409.

#### FOURTEEN-DAY FREE LOOK

You may cancel coverage under the policy by giving your property manager written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your coverage; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided You have not filed a claim under the policy.

## SCHEDULE OF COVERAGE AND SERVICES

Coverage	Maximum Benefit*
<b>Part A - Travel Protection</b>	
Trip Cancellation	Trip Cost**
Trip Interruption	Trip Cost**
Cancel for Any Reason	75% of non-refundable Trip Cost
Trip Delay (6 hrs.)	\$750 (\$200/day)
<b>Part B - Medical Protection</b>	
Emergency Accident & Sickness	
Medical Expense	\$25,000
Emergency Evacuation & Repatriation of Remains	\$525,000
<b>Part C - Baggage Protection</b>	
Baggage & Personal Effects	\$1,250
Per Article	\$500
Combined Limit for Valuables	\$500
Baggage Delay (12 hrs.)	\$1,000 (\$200/day)
<b>Part D - Travel Accident Protection</b>	
Accidental Death & Dismemberment	\$100,000
<b>Part E - Collision Damage Waiver</b>	
Collision Damage Waiver	\$25,000

\* Maximum Benefit Per Insured Except:

- Per Reservation for Trip Cancellation and Trip Interruption
- Per Vehicle for Collision Damage Waiver

\*\*Trip Cost means the rental cost paid, up to a maximum of \$100,000

#### Assistance Services Include:

Worldwide Emergency Assistance Services  
Emergency Roadside Assistance

## PART A - TRAVEL PROTECTION

### TRIP CANCELLATION

The Company will pay a benefit, up to the maximum shown on the Schedule of Coverage and Services, if You are prevented from taking Your Trip due to the following Unforeseen events:

- Sickness, Accidental Injury or death of You, Your Traveling Companion, or Family Member or Business Partner of You or Your Traveling Companion; which results in

medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;

- b) You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided You or Your Traveling Companion 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 are directly involved in a traffic accident substantiated by a police report, while en route to Your destination;
- 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, Your Traveling Companion or Family Member of the Insured or Traveling Companion who are military personnel, and are called to emergency duty for a Natural Disaster or has their leave revoked or is reassigned;
- f) 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;
- g) Natural Disaster at the site of Your destination which renders Your destination accommodations uninhabitable;
- h) The primary or secondary school where You, Your Traveling Companion or Your Dependent Child(ren) attend(s) must extend its operating session beyond the predefined school year, due to Unforeseen events commencing during Your policy effective period, and the travel dates for the Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered.

- i) A road closure causing a delay in reaching the Insured's destination for at least 6 hours.
- j) A documented theft of passports or visas.
- k) Strike that causes complete cessation of services for at least 24 consecutive hours. A Strike is foreseeable on the date labor union members vote to approve a Strike.
- l) Weather which causes complete cessation of services of the Common Carrier for at least 24 consecutive hours and prevents the Insured from reaching their destination.
- m) A transfer of You or Your Traveling Companion by the employer with whom You or Your Traveling Companion are employed on Your Effective Date which requires Your or Your Traveling Companion's principal residence to be relocated.
- n) The Company will pay up to \$50 per day, up to a maximum of \$300 for the cost of transport organized by the tour operator to an alternative site if lack of snow conditions or avalanche results in the closure of skiing facilities (excluding cross-country skiing) in the Insured's resort and it is not possible to ski. The cover only applies: a) to the resort which the Insured as pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of the Insured's Trip.
- o) Loss or theft of the Insured's ski pass.
- p) Lack of snow fall or adverse weather in the pre-booked Winter Sports resort if there is no alternative Winter Sports facility available which results in the inability to ski for at least 12 hours. A benefit will be paid for each full 24 hour period in which the Insured is unable to ski, up to the maximum as shown in the Schedule of Benefits. The Insured must obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in the resort and the reason for the closure. The resort must have at least 75% of trails closed from lack of snow, severe weather, trail conditions, or Natural Disaster. This coverage is only available if the Insured purchases the insurance at least 21 days prior to their departure date. Coverage is only available if the ski resorts at snow makers and is more than 3000 feet above sea level, or f

the ski resort does not have snow makers and is more than 4500 feet above sea level. This coverage is available from December 15 through March 30 for ski resorts in the Northern Hemisphere and June 15 through September 30 for ski resorts in the Southern Hemisphere.

The Company will reimburse You for the following:

- a) Prepaid non-refundable cancellation charges imposed by the Travel Suppliers.
- b) Airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements.

**Special Conditions:** You must advise the property management company and Arch Insurance Company 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.

#### **TRIP INTERRUPTION**

The Company will pay a benefit, up to the maximum shown in the Schedule of Coverage and Services, 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, prepaid non-refundable travel arrangements prepaid to the Travel Suppliers.
- b) Up to the maximum shown in the Schedule of Coverage and Services 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).

In no event shall the amount reimbursed exceed the lesser of the amount You prepaid for the Trip or the maximum benefit shown in Schedule of Coverage and Services.

#### **CANCEL FOR ANY REASON**

Be advised that the Company requires You to purchase

Cancel for Any Reason coverage within 21 days of Your initial Trip deposit. If after 21 days from the initial Trip deposit, this coverage is not available.

The Company will pay a benefit up to the maximum shown on Your Schedule of Coverage and Services, if You are prevented from taking Your Trip for all reasons up to 48 hours prior to departure.

The Company will reimburse You for the following:

- a. Prepaid non-refundable cancellation charges imposed by the Travel Suppliers.
- b. Airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements.

### TRIP DELAY

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

- (a) Any prepaid, unused, non-refundable land/sea accommodations;
- (b) Any reasonable additional transportation expenses incurred;
- (c) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip;
- (d) A one-way Economy Fare to return You to Your originally scheduled return destination;
- (e) Meals and accommodations limited to \$200 per day.

## PART B – MEDICAL PROTECTION

### EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown in Schedule of Coverage and Services, if You incur Covered Medical Expenses as a result of Emergency Treatment of an Accidental Injury which occurs while on Your Trip or a Sickness which first manifests itself during the Trip.

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

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 the Schedule of Coverage and Services, if needed to secure Your admission to a Hospital because of Accidental Injury or Sickness.

The Company will pay benefits, up to \$1,000, for emergency dental treatment for Accidental Injury to sound natural teeth.

### EMERGENCY EVACUATION

The Company 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 in the Schedule of Coverage and Services 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 Company 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 Company will pay subject to the limitations set out herein, for expenses:

- a) To return to where they reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred and were left alone: but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.
- b) 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 Company will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination or the Hospital of Choice if medically necessary and authorized by the Assistance Company 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 Company has previously evacuated You to a medical facility, the Company 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 Trip. This will not exceed the maximum shown on the Schedule of Coverage and Services.

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

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

### PART C – BAGGAGE PROTECTION

#### BAGGAGE AND PERSONAL EFFECTS

The Company will reimburse You, up to the maximum shown on the Schedule of Coverage and Services, for Loss, theft or damage to Baggage and personal effects, You have taken all reasonable measures to protect, save and/or recover Your property at all times. The Baggage and personal effects must accompany You during the Trip.

There will be a per article limit shown on the Schedule of Coverage and Services.

There will be a combined maximum limit shown on the Schedule of Coverage and Services 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.

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

#### BAGGAGE DELAY (OUTWARD JOURNEY ONLY)

The Company will reimburse You for the expense of necessary personal effects and the cost of ski rentals, up to the maximum shown in Schedule of Coverage and Services, if Your Checked Baggage is delayed or

misdirected by a Common Carrier for more than twelve (12) hours, while on a 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.

### PART D – TRAVEL ACCIDENT PROTECTION

#### ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within 365 days after the date of the Accident causing the Loss.

The Principal Sum is shown on the Schedule of Coverage and Services. If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

TABLE OF LOSSES:

Loss of:	Percentage of Principal Sum
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Speech and hearing in both ears	100%
Either hand or foot	50%
Sight of one eye	50%
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; and
- 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. 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 an Accident.

## PART E – COLLISION DAMAGE WAIVER

### \*Not available to Residents of Texas

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

- The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- The Actual Cash Value of the car, meaning purchase price less depreciation; or
- The amount shown on the Schedule of Coverage and Services.

Coverage is provided to the Insured and the Insured's Traveling Companions, provided the Insured and Traveling Companions are licensed drivers, and are listed on the rental agreement.

## ASSISTANCE SERVICES – NON INSURANCE SERVICES

### WORLDWIDE EMERGENCY ASSISTANCE SERVICE

Provides a variety of travel related services, including:

- 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.

### EMERGENCY ROADSIDE ASSISTANCE SERVICES

The following services are available to all Covered Vehicles

when the Insured is traveling 50 miles or more from their home:

- Towing Assistance • Battery Services
- Flat Tire Assistance • Fuel, Oil and Water Delivery Service
- Lock-out Assistance • Collision Assistance

### ASSISTANCE SERVICES CAN BE ACCESSED BY CALLING: 866-889-7409

Assistance services are provided by an independent organization and not by Arch Insurance Company. 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.

## LIMITATIONS AND EXCLUSIONS

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

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains), unless the policy is purchased within 21 days of the initial Trip deposit. The booking for the Trip must be the first and only booking for this travel period and destination, You are not disabled from travel at the time You pay the premium, and You must purchase this policy for the full nonrefundable cost of Your Trip;
2. Suicide, attempted suicide or any intentionally self-inflicted Injury while sane or insane committed by You, Your Traveling Companion, or Family Member whether insured or not;
3. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
4. Participation in any military maneuver or training exercise;
5. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. Mental or emotional disorders, unless hospitalized;
7. Participation as a professional in athletics;
8. Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. Commission or the attempt to commit a criminal act by You, 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; any race, bungee cord jumping; speed contest; spelunking or caving, heliskiing, extreme skiing;
11. Dental treatment except as a result of Accidental Injury to sound natural teeth;
12. Pregnancy and childbirth (except for Complications of Pregnancy);
13. Traveling for the purpose of securing medical treatment;
14. A Loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for You;
15. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due You.

**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 an Insured notified the Travel Supplier in the specified period. If the event prevents an Insured from reporting the cancellation, the 72-hour notice requirement does not apply; however, an Insured must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

**The following exclusions apply to Baggage and Personal Effects and Baggage Delay:** The Company will not provide benefits for any Loss or damage to: Animals; automobiles and automobile equipment; boats or other vehicles or conveyances; trailers; motors; motorcycles; bicycles (except when checked as baggage with a Common Carrier); eye glasses, sunglasses or contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; keys, money, stamps, securities and documents; tickets.

**Any Loss caused by or resulting from the following is excluded:** wear and tear or gradual deterioration; insects or vermin; inherent vice or damage while the article is



actually being worked upon or processed; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; property shipped as freight or shipped prior to the Scheduled Departure Date.

**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.

## 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. **"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.
7. **"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.
8. **"Checked Baggage"** means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.
9. **"City"** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.
10. **"Common Carrier"** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.
11. **"Company"** means Arch Insurance Company.
12. **"Complication of Pregnancy"** means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.
13. **"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 this policy; and which do not exceed the maximum limits shown in the Schedule of Coverage and Services, under each stated benefit.
14. **"Dependent Child(ren)"** means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and

maintenance.

15. **"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.
16. **"Economy Fare"** means the lowest published rate for a one-way ticket.
17. **"Effective Date"** means the date and time an Insured's coverage begins, as outlined in the General Provisions section of the policy.
18. **"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.
19. **"Family Member"** means Your or Your Traveling Companion's legal or common law spouse, Domestic Partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, stepchild, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
20. **"Hazard"** means:
  - a) Any delay of a Common Carrier (including Inclement Weather).
  - b) Any delay by a traffic Accident while en route to Your travel destination, 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.
21. **"Hospital"** means a facility that:
  - a) Holds a valid license if it is required by the law;

- b) Operates primarily for the care and treatment of sick or injured persons as in-patients;
  - c) Has a staff of one or more Physicians available at all times;
  - d) Provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
  - e) Has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
  - f) Is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.
22. **"Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.
  23. **"Injury"** means Bodily Injury caused by an Accident occurring while this policy is in force, and resulting directly and independently of all other causes of Loss covered by the policy. The Injury must be verified by a Physician and require emergency care.
  24. **"Insured"** means the person named on the rental agreement and their Family Member and accompanying Traveling Companion if occupying the rental property premises with the insured. Insured does not mean an invited guest, unless the guest accompanies the insured to and from the vacation rental property destination and resides there with the insured for the duration of the rental agreement period. Insured also means 'You or Your'.
  25. **"Land/Sea Arrangements"** means land and /or sea arrangements made by the Travel Supplier.
  26. **"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.
  27. **"Maximum Benefit"** means the largest total amount of Covered Expenses that the Company will pay for You.
  28. **"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.
29. **"Natural Disaster"** means flood, fire, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.
  30. **"Physician"** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.
  31. **"Pre-Existing Condition"** means any Injury, Sickness or condition of You, a Traveling Companion or Your and/or Your Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.
  32. **"Scheduled Departure Date"** means the date on which You are originally scheduled to leave on the Trip.
  33. **"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.
  34. **"Sickness"** means an illness or disease which is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under the policy.
  35. **"Strike"** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.
  36. **"Terrorist Attack"** means an incident deemed an act of terrorism by the U.S. Government.
  37. **"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.
  38. **"Travel Supplier"** means tour operator, cruise line, hotel etc. who has made the Land and/or Sea arrangements.
  39. **"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.

40. **"Unforeseen"** means not anticipated or expected and occurring after the effective date of the policy.
41. **"Used"** means to avail oneself of, to employ, to expend or consume, or to convert to one's service.

## 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 two (2) years after the time required for giving proof of Loss.

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

**Misrepresentation and Fraud.** Your coverage shall be void if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning the policy or the subject thereof, or Your interest, 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 an Insured, 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 an Insured's 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 Your coverage begins.** All coverage (except Trip Cancellation) will take effect at 12:01 A.M. local time, at Your location on the Scheduled Departure Date provided:

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

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

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

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

**Extended Coverage.** 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 Company or its authorized representative prior to the Scheduled Departure Date of the Trip.

## CLAIMS PROCEDURES

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

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

All other claims will be paid to You. In the event You are a

minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. Any payment made in good faith will discharge the Company's liability to the extent of the claim.

The 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. Notice should include Your name and the policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the policy, or to the Company's designated representative.

**Proof of Loss.** The Claimant must send the Company, or its designated representative, proof of Loss within ninety (90) days after a covered Loss occurs or as soon as reasonably possible. The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:

**Notice of Loss.** If Your property covered under the policy is lost, stolen or damaged, You must:

- a) Notify 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.

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

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

## CLAIM INSTRUCTIONS

When you have a claim to report, please follow these initial instructions:

**Trip Cancellation, Trip Interruption, and Trip Delay Claims** - IMMEDIATELY notify your management company and obtain a claim form from the management company or at



www.trippreserver.com, which will provide all the details required for filing your claim appropriately.

**Accident & Sickness Medical Expenses** – Obtain a claim form at www.trippreserver.com. The claim form will provide all the details required for filing your claim appropriately.

**Baggage Expense** - Obtain a claim form at www.trippreserver.com. The claim form will provide all the details required for filing your claim appropriately.

Please read the instructions contained on the Claim Form very carefully. The instructions will direct you toward filing all the correct, necessary documentation and following the appropriate procedures in order to have your claim settled as quickly as possible.

#### HOW TO CONTACT US TO FILE A CLAIM:

Red Sky Travel Insurance c/o Arch Insurance Company

11350 McCormick Rd, Suite 102

Hunt Valley, MD 21031

PHONE: 1-866-899-7409

EMAIL: redsky@archinsurance.com

WEBSITE: www.SkiTripPreserver.com

#### STATE EXCEPTIONS

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

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

**ALASKA RESIDENTS:** The following provisions are added: Examination under Oath: You are allowed to have legal representation present when examined under oath.

**INSURANCE WITH OTHER INSURERS:** If You have other valid coverage, for which this Company has not been given written notice prior to the occurrence or commencement of a Loss, the Company's liability, under any expense incurred coverage of this policy, shall be for such proportion of the Loss as the amount which would otherwise have been payable under this policy plus the total of the like amounts under all such other valid coverage for the same Loss of which this insurer had notice bears to the total like amounts

under all valid coverage for such Loss. The Company shall return such portion of the premiums paid as shall exceed the pro-rata portion for the Company's liability as so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

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

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

**ARKANSAS RESIDENTS:** The following Definition is added:

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

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

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

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

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

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

two-year period."

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

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

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

2. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only) except as provided elsewhere in this policy.

6. Mental, nervous, emotional, or personality disorders in any form whatsoever unless the Covered Person is hospitalized for 3 consecutive days or more after the policy Effective Date;

8. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for You. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded).

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

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

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

The following changes apply to Trip Cancellation and Trip Interruption

e) Your Traveling Companion or Family Member, who are military personnel and who purchased coverage at the time the initial payment was made for the scheduled trip are called to emergency duty for a Natural Disaster including Military duty, You have your leave revoked or Your are reassigned. You or Your Traveling Companion being called into active military service by having Your leave revoked.

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

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

The SUBROGATION Provision is deleted in its entirety and replaced with the following: The Company is assigned the right to recover from the negligent third party, or his or her Company, to the extent of the benefits the Company paid for that Sickness or Injury. You are required to furnish any information or assistance, or provide any documents that the Company may reasonably require in order to exercise the Company's rights under this provision. This provision applies whether or not the third party admits liability.

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

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

**INDIANA RESIDENTS:** Separate policy required.

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

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR ALL OR A PORTION OF THIS POLICY. IF COVERAGE IS

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

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION  
2909 SW MAUPIN LANE  
TOPEKA, KS 66614-5335

THE KANSAS INSURANCE DEPARTMENT  
420 SOUTHWEST 9<sup>TH</sup> STREET  
TOPEKA, KS 66612-1678

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

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

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

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

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

The act also limits the amount the association is obligated to pay individuals on various policies to those limits in effect on the date the association became liable for that impaired or insolvent Company. The association does not pay more than the amount of the contractual obligation of the insurance company. Regardless of the number of policies or contracts the association is not obligated to pay amounts over \$300,000

in life insurance death benefits; \$100,000 in net cash surrender and net cash withdrawal values for life insurance; \$100,000 in health insurance benefits, including any net cash surrender and net cash withdrawal values, unless the annuity contract is awarded pursuant to a judgment or settlement agreement in a medical malpractice liability action; or more than \$300,000 in the aggregate for the above coverages with respect to any one life.

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

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

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

The following changes apply to CLAIMS PROCEDURES AND PAYMENT:

The following is added to the PAYMENT OF CLAIMS Provision:

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

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

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

The following applies to all policy Sections:

The term "Domestic Partner" is deleted wherever used in this Individual Travel policy.

**MAINE RESIDENTS:** The MISREPRESENTATION AND

FRAUD Provision is revised as follows:

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

**MINNESOTA RESIDENTS:** Separate Policy Required

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

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

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

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

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

The following provision is added to GENERAL PROVISIONS:

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

The following changes apply to CLAIMS PROCEDURES AND PAYMENT:

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

**NOTICE OF CLAIM.** Written notice of claim must be given by the claimant (either by You or someone acting for You) to the Company or its designated representative within thirty (30)

days after a covered Loss first begins or as soon as reasonably possible. Notice should include the Your name and the policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the policy, or to the Company's designated representative. Upon receipt of a written notice of claim, the Company will furnish any forms required to file a proof of Loss. If the Company fails to furnish such forms within fifteen (15) days after receipt of notice of claim, the claimant shall be deemed to have complied with proof of Loss requirements upon submitting written proof of Loss covering the occurrence within the timeframe for proof of Loss outlined in the policy.

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

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

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

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

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

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

The right to change the beneficiary is reserved for You.

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

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

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

The following provision is added to CLAIMS PROCEDURES AND PAYMENT:

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

The following changes apply to GENERAL LIMITATIONS AND EXCLUSIONS:

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

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

**MISSOURI RESIDENTS:** Separate Policy Required

**NEBRASKA RESIDENTS:**

The following change applies to GENERAL PROVISIONS:

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

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

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

**NEW HAMPSHIRE RESIDENTS:** Separate policy required

**NEW JERSEY RESIDENTS:** All references in this form to the required number of days between Loss and the date of the accident are changed to "no less than ninety (90) days from the date of the accident".

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

**ACCIDENTAL DEATH AND DISMEMBERMENT:** The Company will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustains a Loss shown in the

Table below. The Loss must occur within 90 days after the date of the Accident causing the Loss. Accidental Death and Dismemberment Coverage is not subject to the Pre- Existing Condition Exclusion. The Principal Sum is shown on the Schedule of Coverage and Services. If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

**NEW YORK RESIDENTS:** The definition of Pre-existing condition is deleted in its entirety and replaced by the following:

**"Pre-Existing Condition"** means any Injury, sickness or condition of the Insured, Traveling Companion Family Member booked to travel with the Insured for which medical advice, diagnosis, care or treatment was recommended or received within the six (6) month period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription. Such an Injury or Sickness will continue to be a Pre-Existing Condition until the expiration of 12 consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition.

Exclusions 3, 5, 6 and 12 are deleted in their entirety and are replaced by the following:

3. War, or an act of war (whether declared or undeclared); participation in riot or insurrection; service in the Armed Forces or units auxiliary thereto;
5. Aviation, other than while You are a fare paying passenger on a scheduled or chartered flight operated by a scheduled airline;
6. Mental or emotional disorders, except to the extent required by New York law;
12. Pregnancy and childbirth except to the extent required under New York law.

**The following exceptions apply to Emergency Accident and Sickness Medical Expense, Emergency Evacuation**



**and Repatriation of Remains, and Accidental Death & Dismemberment.**

The following is added to the medical expense benefits:

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

The Misrepresentation and Fraud Provision is deleted in its entirety and replaced by the following: **MISREPRESENTATION AND FRAUD.** Coverage as to an Insured shall be void if, whether before or after a loss, the Insured signs a written instrument which conceals or misrepresents any material fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if in such written instrument, the Insured commits fraud or false swearing in connection with any of the foregoing.

The **Subrogation** provision is deleted in its entirety and replaced by the following: **Subrogation** To the extent the Company pays for a loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the loss against the party responsible for your illness or injury to the extent of the benefits the Company has paid. This means that the Company has the right independently of the insured to proceed against the party responsible for your illness or injury to recover the benefits we have paid.

The following is added to the **Payment of Claims provision:** Benefits under this Policy are payable to the Insured not more than sixty (60) days after receipt of proper Proof of Loss.

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

**“Dependent Child(ren)”** means the Insured’s children, including a stepchild, legally adopted child or child who is under the Insured’s guardianship during the waiting period prior to finalization of the adoption if such Child and depends on the Insured Person’s support and maintenance. The term Child includes a foster child (not pending adoption) who is eligible for benefits provided by a governmental program or

law if the foster child is: (1) less than age 19 and primarily dependent on the Insured for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on the Insured for support and maintenance.

The definition of “Hospital” is deleted in its entirety and replaced by the following: **“Hospital”** means a short-term, acute, general hospital, that:

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

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

The definition of Medically Necessary and Terrorist Attack are deleted in their entirety.

The following definition of **Domestic Partnership** is added: A

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

The Pre-existing condition exclusion is deleted in its entirety and replaced by the following:

1. Pre-Existing Conditions, as defined in the Definitions section for twelve (12) months following the effective date of coverage (except Emergency Evacuation and Repatriation of Remains) unless the Policy is purchased within 21 days of the initial Trip deposit; the Insured must purchase the policy for the full cost of their Trip. For the purpose of this exclusion, genetic information shall not be treated as a pre-existing condition in the absence of a diagnosis of the condition related to such information. No pre-existing condition limitation provision shall exclude coverage in the case of:

(1) an individual who, as of the last day of the thirty-day period beginning with the date of birth, is covered under creditable coverage as defined

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

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

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

Exclusion 8 drugs or intoxicants is deleted in its entirety and

replaced by the following:

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

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

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

Exclusion 11 dental care is deleted in its entirety and replaced by the following: Dental treatment except as a result of an injury to natural teeth caused by Accident or necessary care due to congenital disease or anomaly. Treatment and the provision of false teeth or dentures, normal ear tests and the provision of hearing aids.

The following exclusions are deleted: 4,7,10, and 13

**The following exceptions apply to Trip Cancellation, Trip Interruption, Trip Delay, Baggage/ Personal Effects, Baggage Delay, and Collision Damage Waiver.**

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

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

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

The Dispute Resolution provision is added to the policy:

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

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

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

**NORTH CAROLINA RESIDENTS:**

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

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

The SUBROGATION provision is deleted.

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

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

Exclusion 3 is deleted in its entirety and replaced by the following: War, whether declared or not declared.

The definition of "Hospital" is revised by the addition of the following:

"Hospital" also means:

1. A place that is accredited as a hospital by the Joint Commission on Accreditation of Hospitals, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).
2. A duly licensed State tax-supported institution, including

those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

**NORTH DAKOTA RESIDENTS:**

The following revision is made to GENERAL DEFINITIONS:

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

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

**OKLAHOMA RESIDENTS:**

The following Fraud Statement is added:

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

The following change applies to GENERAL PROVISIONS

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

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

- a) The day following the Scheduled Return Date as stated on the travel tickets;
- b) The day after You return to Your origination point if prior to the Scheduled Return Date;
- c) The time the policy terminates;

- d) The date the You cancel Your Trip;
- e) Any Trip that exceeds 365 days.

The following change applies to CLAIMS PROCEDURES AND PAYMENT:

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

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

The following changes apply to GENERAL DEFINITIONS:

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

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

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

The following changes apply to GENERAL LIMITATIONS AND EXCLUSIONS:

Exclusion 3 is deleted and replaced by the following: War or any act of war whether declared or undeclared while serving in military service or any auxiliary thereto;

Exclusion 13 - Pregnancy and childbirth (except for Complications of Pregnancy); is deleted.

For exclusions that apply to Baggage/Personal Effects,

Baggage Delay:

Exclusion 3 is deleted and replaced by the following:

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

#### **OREGON RESIDENTS:**

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

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

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

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

Trip Cancellation and Trip Interruption are revised as follows:

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

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

"Domestic Partner" means an individual joined in a Domestic Partnership.

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

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

#### **PENNSYLVANIA RESIDENTS: Notice to Pennsylvania Residents**

The following benefits under Your Short Term Travel policy are written under form number LTP 2007 – PA WHLS 9 P&C: Trip Cancellation, Trip Interruption, Trip Delay, Baggage/Personal Effects, Baggage Delay, and Collision Damage Waiver.

The following benefits under Your Short Term Travel policy are written under form number LTP 2007: Emergency Accident and Sickness Medical Expense, Emergency Evacuation/Repatriation of Remains, and Accidental Death and Dismemberment.

#### **SOUTH DAKOTA RESIDENTS:**

The following revisions apply to GENERAL PROVISIONS:

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

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

The following changes apply to GENERAL DEFINITIONS:

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

"Pre-Existing Condition" means any Injury, Sickness or condition of You, Your Traveling Companion's Family Member booked to travel with the You, You and/or Your Traveling Companion's Family Member for which within the 60 day period prior to the Effective Date of Trip Cancellation coverage under the policy (a) manifested itself or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; (b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or (c) required medical treatment or treatment was recommended by a Physician. The Pre-Existing Conditions exclusion is waived if You enroll in the policy at the time You pay the deposit required for Your Trip (or within 21 days of the initial deposit) and You purchase the policy for the full non-refundable cost of Your Trip. Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

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

(b) The expiration of 12 consecutive months, beginning with the Effective Date of coverage.

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

The following changes apply to GENERAL LIMITATIONS AND EXCLUSIONS:

Exclusions 8 and 9 are deleted in its entirety and replaced by the following:

8. Expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony.

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

**TENNESSEE RESIDENTS:**

The following revisions apply to GENERAL PROVISIONS:

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

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

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

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

The following revisions apply to CLAIMS PROCEDURES AND PAYMENT:

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

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

The following revisions apply to GENERAL DEFINITIONS:

The definition of ACCIDENT is deleted in its entirety and replaced with the following:

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

The following revisions apply to GENERAL LIMITATIONS

AND EXCLUSIONS:

Exclusions 2 and 3 are deleted in their entirety and replaced with the following:

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

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

**TEXAS RESIDENTS:**

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

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

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

- a) Acknowledge receipt of the claim;
- b) Commence any investigation of the claim; and
- c) Request from the Claimant all items, statements, and forms that the Company reasonably believes, at that time, will be required from the claimant. Additional requests may be made if during the investigation of the claim such additional requests are necessary. Acknowledgement of the claim is not made in writing, the Company shall make a record of the date, means, and content of the acknowledgement.

The Company shall notify a claimant in writing of the acceptance or rejection of the claim not later than the 15th business day after the date the Company receives all items, statements, and forms required by the Company, in order to secure final proof of Loss. If the company rejects the claim, the Company will inform the claimant of the reasons for the rejection. If the Company is unable to accept or reject the claim within 15 business days after the date the Company receives all items, statements, and forms required by the Company, the Company shall notify the claimant within such 15 business day period. The notice provided must give the reasons that the Company needs additional time. Not later than the 45th day after the date the Company notifies a



claimant of the need for additional time to investigate a claim, the Company shall accept or reject the claim.

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

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

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

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

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

The LEGAL ACTIONS provision is replaced with the following:

Legal Actions: No action in any form can be brought after two years and one day after the Loss.

The VALUATION provision is replaced by the following:

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

The following VALUATION provision is added:

VALUATION - JEWELRY. The Company will not pay more

than the actual cost of replacing the jewelry item with one of like kind and quality.

The Collision Damage Waiver benefit is deleted in its entirety.

#### **VERMONT RESIDENTS:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **VERMONT AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

#### **TRAVEL PROTECTION PROGRAM**

I. The Endorsement will attach to policy number LTP2007 and is effective on March 1, 2008:

II. The following revisions apply to CLAIMS PROCEDURES AND PAYMENT:

The following is added to the PAYMENT OF CLAIMS provision:

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

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

It is understood that policy definitions and provisions designating

- an Insured
- named Insured
- who is Insured
- who is a named Insured
- covered person(s)
- You and/or Your
- spouse
- Family Member

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

All other terms and conditions of the policy remain unchanged.

#### **VIRGINIA RESIDENTS:**

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

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

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

The SUBROGATION provision is deleted in its entirety.

The following GENERAL PROVISIONS are replaced in their entirety:

**WHEN YOUR COVERAGE BEGINS.** All coverage will take effect at 12:01 A.M. local time, at Your location, on the Scheduled Departure Date provided:

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

#### **EXTENDED COVERAGE.**

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

The PAYMENT OF CLAIMS provision is revised to read as follows: **PAYMENT OF CLAIMS.** The Company, or its designated representative, will pay a claim after receipt of acceptable proof of Loss. Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by

You benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

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

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

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

The first paragraph of the Emergency Accident and Sickness Medical Expense provision is revised to read as follows:

#### **EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE:**

The Company will pay benefits up to the maximum shown on Your Confirmation of Benefits, if You incur Covered Medical Expenses as a result of Emergency Treatment of an Accidental Injury or Sickness during Your Trip.

The definition of "Pre-Existing Condition" is replaced with the following:

**"Pre-Existing Condition"** means any Injury, Sickness or condition of You , Your Traveling Companion or Family Member or You and/or Your Traveling Companion's Family Member for which within the 60 day period prior to the effective date under the policy required medical treatment or treatment was recommended by a Physician. The Pre-Existing Conditions exclusion is waived if You enroll in the policy at the time You pay the deposit required for their Trip or within 21 days of the initial deposit and You purchase the policy for the full non-refundable cost of their Trip.

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

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

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

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

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

#### **WASHINGTON RESIDENTS:**

Separate policy required.

#### **WEST VIRGINIA RESIDENTS:**

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

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

In case You and the Company shall fail to agree as to the

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

#### **WISCONSIN RESIDENTS:**

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

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

#### **WYOMING RESIDENTS:**

The following changes apply to GENERAL PROVISIONS:

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

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