

# SAFE TRAVELS FIRST CLASS

## Summary of Benefits

### IMPORTANT

Note: certain capitalized words are defined terms in the attached Policy/Certificate of insurance.

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

### SCHEDULE OF BENEFITS

COVERAGES	MAXIMUM BENEFIT PER PERSON PER TRIP
Trip Cancellation* Maximum Benefit Airline Reissue or Cancellation Fees	100% of Trip Cost \$100
Trip Interruption Maximum Benefit	150% of Trip Cost
Trip Delay Maximum Benefit	\$1,000
Missed Connection Maximum Benefit	\$1,000
Accidental Death & Dismemberment Principal Sum	\$10,000
Accidental Death & Dismemberment – Common Carrier (Air Only) Principal Sum	\$25,000
Emergency Accident and Sickness Medical Expense Maximum Benefit Dental Expenses	\$150,000 \$750
Emergency Evacuation Maximum Benefit Hospital Companion	\$1,000,000 \$10,000
Repatriation of Remains Maximum Benefit	\$1,000,000
Baggage/Personal Effects Maximum Benefit Combined Article Limit	\$2,000 \$500
Baggage Delay Maximum Benefit	\$400
Optional Collision Damage Waiver Maximum Benefit	\$50,000
Property Damage Maximum Benefit	\$5,000

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

This Policy/Certificate of insurance includes coverage for Pre-existing Conditions when purchased within 14 days of the Initial Trip Deposit Date. Please ensure to review the full coverage details, terms and conditions.

There are also Non-Insurance and Emergency Travel Assistance Services provided in this Travel Protection Plan. The details of these services including important phone numbers can be found at the end of this document.



**Nationwide®**

Nationwide Life Insurance Company  
One Nationwide Plaza  
Columbus, Ohio 43215

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

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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

The President and Secretary of Nationwide Life Insurance Company witness this Policy.

*Secretary*

*President*

## **TRAVEL PROTECTION POLICY**

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**NATIONWIDE LIFE INSURANCE COMPANY  
PASSENGER PROTECTION INSURANCE POLICY**

**GENERAL DEFINITIONS**

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

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

**Actual Cash Value** means purchase price less depreciation.

**Additional Expense** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

**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 Your death or dismemberment within twelve (12) months from the date of the Accident.

**Common Carrier** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**Company** means Nationwide Life Insurance Company.

**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 Confirmation of Coverage, under each stated benefit.

**Covered Trip** means any class of scheduled trips, tours or Cruises You request coverage and remit the required premium.

**Cruise** means any prepaid sea arrangements made by the Travel Supplier.

**Default** means a material failure or inability to provide contracted services due to financial insolvency.

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

**Effective Date** means the date and time Your coverage begins, as outlined in the General Provisions section of this Certificate.

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

**Hospital** means a facility that:

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

**Individual Coverage Term** means the period of time beginning when You have been enrolled for coverage under this Policy and for whom the required premium has been paid.

**Insured** means the person who has enrolled for and paid for coverage under this Policy.

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

**Loss** means injury or damage sustained by You in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount of Covered Expenses that the Company will pay for Your covered Losses.

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

**Pre-Existing Condition** means any injury, sickness or condition of Yours, Your Traveling Companion, Your Family Member booked to travel with You for which within the sixty (60) day period prior to the effective date under this 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.

The Pre-Existing Conditions exclusion is waived for You if You enroll You in this Policy at the time You pay the deposit required for Your Trip (or within fourteen (14) days of the initial deposit) and You purchase the coverage under this Policy for the full cost of their Trip.

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

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

**Sickness** means an illness or disease which is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under this Policy.

**Traveling Companion** means person(s) named and traveling under the same reservation as You during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Travel Supplier** means airline, tour operator, cruise line, hotel or other organization that has made the Land and/or Sea arrangements or other travel plans for the Insured.

**Trip** means the date of travel shown on Your Confirmation of Coverage for which You purchased this plan.

**You or Your** refers to all persons listed on the Confirmation of Coverage under the program purchased by the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

**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; and
- (b) the required premium has been paid.

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

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change Your Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);

- (d) If the Insured extends the return date, Your coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;
- (e) The date the Insured cancels the Covered Trip;
- (f) Any Trip that exceeds ninety (90) days.

**EXTENDED COVERAGE** - Coverage will be extended under the following conditions:

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

In no event will coverage be extended for unscheduled extensions to Your Covered Trip for which premium has not been paid in advance.

**ARBITRATION** - Notwithstanding anything in this Policy to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Arbitration must be by mutual consent and agreed to by all parties. The suit must be in a court of competent jurisdiction. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally.

However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

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

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

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

**The following provisions will apply to all benefits:**

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

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

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

All or a portion of all other benefits provided by this 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, the Travel Supplier's name and this Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of this 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.

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

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

TABLE OF LOSSES	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

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

### EXPOSURE

The Company will pay benefits for covered losses that result from Your being unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event that caused the exposure.

### DISAPPEARANCE

The Company will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

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

The company will pay benefits for Accidental Injuries resulting in a Loss as described in the Table of Losses, that occurs while You are riding as a passenger in or on, boarding or alighting from, any Common Carrier air conveyance operated

under a license for the transportation of passengers for hire during the Trip. The Loss must occur within 180 days after the date of the Accident causing the Loss. The Principal Sum is shown on the Confirmation of Coverage.

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

<b>TABLE OF LOSSES</b>	
Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

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

#### EXPOSURE

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

#### DISAPPEARANCE

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

#### EMERGENCY ACCIDENT MEDICAL EXPENSE

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses for Emergency Treatment of an Accidental Injury that occurs during the Trip.

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Accidental Injury.

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

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines and therapeutic services.

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

The Company will pay benefits up to the Maximum Benefit shown on the Confirmation of Coverage for dental Emergency Treatment for Accidental Injury to Sound Natural Teeth. Both the Accidental Injury and the dental Emergency Treatment must occur during the Trip.



If You are Hospitalized due to an Accidental Injury that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

### **EMERGENCY SICKNESS MEDICAL EXPENSE**

The Company will reimburse benefits up to the Maximum Benefit shown on the Confirmation of Coverage, if You incur Covered Medical Expenses as a result of Emergency Treatment of a Sickness that first manifests itself during the Trip.

Emergency Treatment means necessary medical treatment that must be performed during the Trip due to the serious and acute nature of the Sickness.

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

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service; and
- (e) drugs, medicines and therapeutic services.

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

If You are Hospitalized due to a Sickness that first occurred during the course of the Trip beyond the Scheduled Return Date, coverage under this benefit will be extended until You are released from the Hospital or until Maximum Benefits under this Certificate have been paid.

### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Accidental Death & Dismemberment, Accidental Death & Dismemberment – Common Carrier (Air Only), Emergency Sickness Medical Expense and Emergency Accident Medical Expense:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section;
2. intentionally self-inflicted injuries;
3. war or act of war (whether declared or not);
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. participation as a professional in athletics;
7. commission or the attempt to commit a criminal act;
8. participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest (speed contest shall not include any of the regatta races); scuba diving (unless accompanied by a dive master or if the depth exceeds fifty (50) feet); spelunking or caving; heliskiing; extreme skiing;
9. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
10. curtailment or delayed return for other than covered reasons;
11. traveling for the purpose of securing medical treatment;
12. services not shown as covered;
13. confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions.



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

NO DIVIDENDS WILL BE PAYABLE UNDER THIS POLICY.

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

*Secretary*

*President*

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### GENERAL DEFINITIONS

### GENERAL PROVISIONS

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### LIMITATIONS AND EXCLUSIONS

**NATIONWIDE MUTUAL INSURANCE COMPANY**  
**PASSENGER PROTECTION INSURANCE POLICY**

**GENERAL DEFINITIONS**

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

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

**Actual Cash Value** means purchase price less depreciation.

**Additional Expense** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a Hazard and which were not provided by the Common Carrier or other party free of charge.

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

**Bodily 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 Your death or dismemberment within twelve months from the date of the Accident.

**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.

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

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

**Check-In** means the moment You register at the Hotel/Motel.

**Checkout** means the moment You vacate the Hotel/Motel room and pay.

**Common Carrier** means any land, and/or sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**Company** means Nationwide Mutual Insurance Company.

**Covered Trip** means any class of scheduled trips, tours or Cruises You request coverage and remit the required premium.

**Cruise** means any prepaid sea arrangements made by the Travel Supplier.

**Default** means a material failure or inability to provide contracted services due to financial insolvency.

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

**Economy Fare** means the lowest published rate for a one-way economy ticket.

**Effective Date** means the date and time Your coverage begins, as outlined in the General Provisions section of this Certificate.

**Exchange** means an agreement between an owner of a time-share vacation property whereby a confirmed transfer of a time share takes place.

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

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

**Hazard** means:

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

**Hospital** means a facility that:

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

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

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

**Individual Coverage Term** means the period of time beginning when You have been enrolled for coverage under this Policy and for whom the required premium has been paid.

**Insured** means the person who has enrolled for and paid for coverage under this Policy.

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

**Loss** means injury or damage sustained by You in consequence of happening of one or more of the occurrences against which the Company has undertaken to indemnify You.

**Maximum Benefit** means the largest total amount of Covered Expenses that the Company will pay for Your covered Losses as found on the ID card.

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

**Pre-Existing Condition** means any injury, sickness or condition of Yours, Your Traveling Companion and/or Your Family Member booked to travel with You for which within the sixty (60) day period prior to the Effective Date of Trip Cancellation coverage under this 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.

The Pre-Existing Conditions exclusion is waived for You if You enroll You in this Policy at the time You pay the deposit required for Your Trip (or within fourteen (14) days of the initial deposit) and You purchase the coverage under this Policy for the full cost of their Trip.

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

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

**Sickness** means an illness or disease which is diagnosed or treated by a Physician after the effective date of insurance and while You are covered under this Policy.

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

**Terrorist Incident** means an incident deemed a terrorist act by the United States Government that causes property damage and or Loss of life.

**Traveling Companion** means person(s) named and traveling under the same reservation as You during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**Travel Supplier** means airline, tour operator, Cruise line, hotel, or other organization that has made the Land and/or Sea Arrangements or other travel plans for the Insured.

**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 day of the Land/Sea Arrangements.

**You or Your** refers to all persons listed on the Confirmation of Coverage under the program purchased by the Insured.

## GENERAL PROVISIONS

The following provisions apply to all coverages:

**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 date 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 local time on the date that is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change Your Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);
- (d) If the Insured extends the return date, Your coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;
- (e) The date the Insured cancels the Covered Trip; or
- (f) Any Trip that exceeds up to ninety (90) days.

**EXTENDED COVERAGE** - Coverage will be extended under the following conditions:

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

In no event will coverage be extended for unscheduled extensions to Your Covered Trip for which premium has not been paid in advance.

**ARBITRATION** - Notwithstanding anything in this Policy to the contrary, any claim arising out of or relating to this contract, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally.

However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Group Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

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

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

**The following provisions will apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Emergency Evacuation and Repatriation of Remains:**

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

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

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

All or a portion of all other benefits provided by this 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, the Travel Supplier's name and this Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of this 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.

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

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

**NOTICE OF LOSS** - If Your property covered under this 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 sworn 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 this Policy.

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

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss either You or the Company can make a written demand for an appraisal. After the demand, You and the Company will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two (2) of the three (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**

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

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion, or Family Member; 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 a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, 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;
- (c) or burglary of Your principal place of residence within 10 days of departure.
- (d) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- (e) A transfer of You by the employer with whom You are employed on the Effective Date that requires Your principal residence to be relocated;
- (f) The death or hospitalization of Your Host at Destination;
- (g) A Terrorist Incident that occurs in a city listed on Your Trip itinerary and within 30 days prior to your Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing the cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. Your Scheduled Departure Date must be no more than 15 months beyond Your Effective Date.
- (h) Terrorism in a country which is part of the Trip which causes the United States Department of State to issue a travel warning that the Insured should not travel within that country for a period of time that would include the Trip;
- (i) If within 45 days of Your departure, a politically motivated Terrorist Attack occurs within a 50 mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary;
- (j) Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war.
- (k) Strike that causes complete cessation of services for at least 48 consecutive hours.
- (l) Weather at the departure site that causes complete cessation of services of the Common Carrier for at least 48 consecutive hours and prevents You from reaching Your destination.



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

(n) An Insured is terminated, or laid off from employment subject to five years of continuous employment at the place of employment where terminated.

(o) Natural disaster at the site of Your destination that renders their destination accommodations uninhabitable limited to the cost of the airfare of Your Covered Trip.

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

- a) non-refundable cancellation charges imposed by Travel Suppliers;
- b) airfare cancellation charges for flights arranged by the Travel Supplier in connection with Your Trip commencing within one day of the Land/Sea Arrangements;
- c) additional cost incurred if the skipper cancels Your Trip for a covered reason and the Insured elects to replace him/her with a skipper;
- d) tuition expenses not refunded by the Travel Supplier;
- e) If the Travel Supplier cancels Your Covered Trip, You are covered up to \$100.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the airfare.

In no event shall the amount reimbursed exceed the amount You prepaid for the Covered Trip the maximum benefit shown on the Confirmation of Coverage.

Coverage does not include default of a Travel Supplier or other organization that results in loss of services.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and the 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 reasonable possible.

**SINGLE OCCUPANCY COVERAGE**

The Company will reimburse You, up to the maximum shown on the Confirmation of Coverage, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has Your Trip delayed, canceled, or interrupted for a covered reason and You do not.

**TRIP INTERRUPTION**

The Company will pay a benefit, up to the maximum shown on the Confirmation of Coverage, if You are unable to continue on Your Covered Trip due to:

- (a) Sickness, Accidental Injury or death of You, a Traveling Companion, or Family Member; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your continued participation in the Trip.
- (b) You or a Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, 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;
- (c) burglary of Your principal place of residence within 10 days of departure;
- (d) You or a Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- (e) A transfer of the Insured by the employer with whom the Insured is employed on their Effective Date which requires Your principal residence to be relocated;
- (f) The death, or hospitalization of Your Host at Destination;
- (g) A Terrorist Incident that occurs in a city listed on Your Trip itinerary and during Your scheduled Trip. This same city must not have experienced a Terrorist Incident within the ninety (90) days prior to the Terrorist Incident that is causing the cancellation of Your Trip. Benefits are not provided if the Travel Supplier offers a substitute itinerary. Your Scheduled Departure Date must be no more than 15 months beyond Your Effective Date.
- (h) Terrorism in a country which is part of the Trip which causes the United States Department of State to issue a travel warning that the Insured should not travel within that country for a period of time that would include the Trip;
- (i) If within 45 days of Your departure, a politically motivated Terrorist Attack occurs within a 50 mile radius of the territorial city limits of the foreign city to be visited by the program for which You have registered and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary;
- (j) Your Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;

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

(l) An Insured is terminated, or laid off from employment subject to five years of continuous employment at the place of employment where terminated.

(m) Natural disaster at the site of Your destination that renders the destination accommodations uninhabitable limited to the cost of the airfare of Your Covered Trip.

**The Company will pay for the following:**

- a) unused, non-refundable land or sea expenses prepaid to the Travel Suppliers;
- b) the airfare paid less the value of applied credit from an unused return travel ticket, to return home or rejoin the original Land/Sea Arrangements (limited to the cost of one-way economy airfare or similar quality as originally issued ticket by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets;
- c) unused, non-refundable tuition expenses;
- d) unused portion of the confirmed Exchange.

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

In no event shall the amount reimbursed exceed the amount You prepaid for the Covered Trip the maximum benefit shown on the Confirmation of Coverage.

**TRIP DELAY**

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

Covered Expenses include:

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

**EMERGENCY EVACUATION AND REPATRIATION OF REMAINS**

**EMERGENCY EVACUATION**

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

Emergency Evacuation means:

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

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

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

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

Transportation to Join You: If You are traveling alone and are in a Hospital alone for more than seven (7) consecutive days or if the attending Physician certifies that due to Your Injury or Sickness, You will be required to stay in the Hospital for more than seven (7) consecutive days, upon request the Company will bring a person, chosen by You, for a single visit to and from Your bedside provided that repatriation is not imminent.

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

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

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

### **REPATRIATION OF REMAINS**

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary place of residence if You die during the Trip. This will not exceed the maximum shown on the Confirmation of Coverage.

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

### **PROPERTY DAMAGE**

The Company will reimburse the Insured, up to the maximum shown on the Schedule, for direct physical damage to Covered Real or Personal Property within the unit the Insured or the Insured's Family Member or Insured's Traveling Companion(s) occupy while on the Insured's Trip due to the Insured's or Insured's Family Member's or Insured's Traveling Companion(s) inadvertent acts or omissions.

Covered Real and Personal Property is defined as:

1. the alterations, appliances, fixtures and improvements which are part of the building contained within the Timeshare unit the Insured is registered in; and
2. items of real property which pertain exclusively to the unit the Insured is registered in.

The Insured must report any and all damage to the unit and/or its contents to the Property Management Company staff by their scheduled check-out date.

### **MISSED CONNECTION**

This benefit covers missed Cruise departures that result from cancellation or delay (for up to 3 or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Confirmation of Coverage are provided to cover additional transportation expenses needed for You to join the departed Cruise, reasonable accommodation and meal expenses (up to the per day amount shown in the Confirmation of Coverage) and nonrefundable trip payments for the unused portion of Your Cruise. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Cruise due to Inclement Weather.

### **BAGGAGE/PERSONAL EFFECTS**

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

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

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

There will be a combined maximum limit shown on the Confirmation of Coverage for the following:

jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; personal computers; cameras and their accessories and related equipment.

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of Loss, theft or damage to baggage and personal effects, less depreciation as determined by the Company; or
- (b) the cost of repair or replacement.

#### EXTENSION OF COVERAGE

If You 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, up to the maximum shown on the Confirmation of Coverage, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twelve (12) hours, while on a Covered Trip, except for travel to final destination or place of residence.

You must be a ticketed passenger on a Common Carrier.

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

#### **COLLISION DAMAGE WAIVER – OPTIONAL UPGRADE**

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

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

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

#### **LIMITATIONS AND EXCLUSIONS**

**The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Emergency Evacuation, Repatriation of Remains and Missed Connection:**

Loss caused by or resulting from:

1. Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains);
2. intentionally self-inflicted injuries;
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; any Loss starting while the Insured is in the service of the armed forces of any country. Orders to active military service for training purposes of two (2) months or less will not constitute service in the armed forces. Upon notice to the Company of entering the armed forces, the Company will return to the Insured pro-rata any premium paid, less any benefits paid, for any period during which the Insured is in such service;
5. piloting or learning to pilot or acting as a member of the crew of any aircraft;
6. participation as a professional in athletics;
7. participation in underwater activities;
8. commission or the attempt to commit a criminal act;
9. participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest (speed contest shall not include any of the regatta races) scuba diving (unless accompanied by a dive master and not deeper than fifty (50) feet); spelunking or caving heliskiing; extreme skiing;
10. dental treatment except as a result of an injury to sound natural teeth within twelve (12) months of the Accidental Injury;
11. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
12. pregnancy and childbirth (except for complications of pregnancy); except if Hospitalized;
13. curtailment or delayed return for other than covered reasons;
14. traveling for the purpose of securing medical treatment;
15. services not shown as covered;
16. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;
17. confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions;

18. care or treatment that is not medically necessary;
19. care or treatment that is payable under any Insurance policy that does not require deductible and/or coinsurance payments by You;
20. Injury or Sickness when traveling against the advice of a Physician;
21. cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child.
22. this Policy does not insure against loss or damage (including death or injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion or radioactive force, or chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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

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

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

**Any loss caused by or resulting from the following is excluded:**

1. breakage of brittle or fragile articles;
2. wear and tear or gradual deterioration;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. theft or pilferage while left unattended in any vehicle;
9. mysterious disappearance;
10. property illegally acquired, kept, stored or transported;
11. insurrection or rebellion;
12. imprudent action or omission;
13. property shipped as freight or shipped prior to the Scheduled Departure Date.

**The following exclusions apply to Property Damage:**

Any loss caused by the Insured or the Insured's Family Member or the Insured's Traveling Companion(s) and resulting from the following is excluded:

1. intentional acts;
2. gross negligence or willful and wanton conduct;
3. any cause, normal wear and tear;
4. loss of use of the Timeshare unit;
5. damage to any property owned by or brought onto the premises by the Insured or the Insured's Family Member or the Insured's Traveling Companion(s);

6. property damage resulting from any motorized conveyance, vehicle, aircraft, or watercraft operated by the Insured or the Insured's Family Member or the Insured's Traveling Companion(s).

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

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

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

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

**INSURANCE WITH OTHER INSURERS:** If there be other valid coverage, not with this Company, providing benefits for the same Loss on a provision of service basis or on an expense incurred basis and of which this Company has not been given written notice prior to the occurrence or commencement of loss, the only 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 hereunder plus the total of the like amounts under all such other valid coverages for the same Loss of which this insurer had notice bears to the total like amounts under all valid coverages for such Loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount 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.

## **Travel Assistance Program Description – Provided by On Call International**

### **Emergency Transportation Services**

Emergency Medical Evacuation/Medically-Necessary Repatriation • Repatriation of Mortal Remains • Transportation after Stabilization • Visit by Family Member/Friend • Return of Dependent Children

### **Travel Support Services**

Medical Monitoring • Hotel Arrangements for Convalescence • Medical and Dental Search and Referral • Advance of Emergency Medical Expenses • Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses • Transfer of Insurance Information and Medical Records • Assistance with Emergency Travel Arrangements • Interpretation/Translation • Locating Lost or Stolen Items • Emergency Cash Advance

### **FOR 24/7 TRAVEL ASSISTANCE SERVICES ONLY**

CALL TOLL FREE:

855-464-8974 (within the United States and Canada)

OR CALL COLLECT:

603-328-1361 (From all other locations)

### **Travel Assistance Services Details**

#### ***Travel Support Services***

- Interpretation/Translation: Upon request, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Locating Lost or Stolen Items: On Call will assist in locating lost luggage, and help you coordinate the replacement of transportation tickets, travel documents or credit cards.
- Medical Monitoring: During the course of a medical emergency resulting from an accident or sickness, On Call will monitor your case to determine whether the care is adequate from a Western Medical perspective.
- Medical and Dental Search and Referral: On Call will assist you in finding physicians, dentists and medical facilities in the area where you are traveling.
- Advance of Emergency Medical Expenses: On Call will advance on-site emergency inpatient medical payments to secure admit or discharge upon receipt of satisfactory assignment of benefits from you, a family member or friend. Assignment of benefits allows Insurer to claim with the Insured's primary insurance when hospital refuses admission or discharge.
- Assistance with Replacement Medication, Medical Devices, and Eyeglasses or Corrective Lenses: On Call will arrange to fill a prescription that has been lost, forgotten, or requires a refill, subject to local law, whenever possible. On Call will also arrange for shipment of replacement eyeglasses/corrective lenses or medical devices. You are responsible for payments of all costs related to these services.
- Transfer of Insurance Information and Medical Records: Upon your request, On Call will help relay insurance information during your hospital admission and assist with transferring your medical information and records to your treating physician.
- Assistance with Vaccine and Blood Transfers: If based upon your physician's prescription, needed vaccines or blood products are not available locally, On Call will coordinate the transfer where possible and permissible by law. You are responsible for all expenses related to this service.

#### ***Non-Insurance Personal Assistance Services***

These are Non-Insurance Services provided by On Call International:

- Pre-Trip Information: Upon request, On Call will provide information services such as: visa and passport requirements, health hazard advisories, currency exchange, inoculation and immunization requirements, temperature and weather conditions and embassy and consulate referrals.
- Interpretation/Translation: If during your Trip you need an interpretation, On Call will assist with telephone interpretation in all major languages. If you require ongoing or more complex translation services, On Call will refer you to local translators.
- Legal Referral/Bail: Upon request, On Call will provide you with referrals to a local lawyer. All costs associated with this service are your responsibility. In case of your incarceration, On Call will notify the proper embassy or consulate, arrange the receipt of funds from third party sources and locate an attorney and bail bonds, where permitted by law, with satisfactory guarantee of reimbursement from you, family member or friend. You are responsible for associated fees.
- Emergency Cash Advance: On Call will advance up to \$500 after satisfactory guarantee of reimbursement from you. Any fees associated with the transfer or delivery of funds are your responsibility.

## Submit Claims to:

Surego Administrative Services  
PO Box 2069  
Fairhope, AL 36533  
Toll Free: (866) 686-0930 / Direct Dial: (251) 244-3942  
Email:claims@mysurego.com  
Use your insurance ID to start a claim  
File Online: <https://www.mysurego.com>

**IMPORTANT** - To facilitate prompt claims settlement, follow these guidelines:

### For Trip Cancellation

- Completed and signed Trip Cancellation claim form.
- Other documentation which demonstrates that your trip was cancelled due to a covered peril under the Trip Cancellation coverage.
- Proof of Cancellation/Refund. A letter from the travel supplier showing the cancellation date, amount forfeited and amount refunded/credited. If no refunds, the document should indicate the amount paid is nonrefundable.
- Original Trip Itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip Payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Proof of documentation for the cause for cancellation [this needs to be specified based on the reason provided] example:
  - Attending Physician statement in case of sickness for self,
  - Others – death certificate, termination or transfer of employment, terrorist incident, positive Covid test etc.
- Airline Agreement - In the event of death or illness the airline will often refund a non-refundable ticket.

If a refund is not available, most airline tickets can be used up to one year from the original date of issue with a change fee. By claiming your tickets with us, you agree that you have not used or exchanged these tickets and will not use this credit in the future.

### For Trip Interruption

- Completed and signed Trip Interruption claim form.
- Other documentation which demonstrates that your trip was interrupted due to a covered peril under the Trip Interruption coverage.
- Original trip itinerary and invoice with dates of travel and total trip cost.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Refund/Credits for unused parts of Trip.
- Proof of Cancellation of Trip parts.
- Documentation for the cause for interruption [this needs to be specified based on the reason provided] example:
  - Medical report/receipts, positive Covid test, death certificate, termination or transfer of employment, terrorist incident etc.).

### For Missed Connection/Trip Delay

- Completed and signed Missed Connection/Trip Delay claim form.
- Original Trip itinerary and invoice with dates of travel and total trip cost.
- Other documentation which demonstrates that your trip was delayed due to a covered peril under the Trip Delay coverage.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.
- Proof of delay/missed connection – documented weather condition; document from airline on delay.
- Receipt(s) for expenses incurred.

### For Baggage Delay

**Note:** You must first notify the carrier that had possession of the bag when it was delayed and be able to show proof of when the bag(s) were delivered.



- Completed and signed Baggage claim form.
- Proof of Delivery - Copy of signed document showing the date and time the bags were received by the member or by the airline.
- Copy of baggage tags.
- Receipts for any necessary personal items purchased as a result of the delay; and mark each receipt with the type of items purchased.
- Proof of baggage delay (airline notification).
- Original Trip itinerary with dates of travel and invoice.

#### **For a Damaged Baggage Claim**

**Note:** You must first file a claim with the common carrier that had possession of the bag when it was damaged. We need a copy of the itemized claim filed with the common carrier as well as the results of that claim as this policy pays secondary.

- Completed and signed Baggage claim form.
- Photographs of Damage.
- Itemized Listing of Damaged items showing a detailed description and retail value
- Original receipts for each item or comparable from the internet with price and date of purchase

#### **For Lost/Stolen Baggage and Personal Effects**

- Completed and signed Baggage claim form.
- Itemized Listing of Lost/Damaged/Stolen items showing a detailed description and retail value.
- Original receipts for each item or comparable from the internet with price and date of purchase.
- Copy of Boarding Pass.
- Original Trip Itinerary and invoice with dates of travel and total trip cost.
- Proof of loss – Travel Supplier baggage claim form (with outcome).
- Incident report from authorities.
- List of items with value indicated (receipts).
- Homeowners insurance or rental insurance explanation of benefits may be required if coverage is excess.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.

#### **For Emergency Accident or Sickness:**

- Completed and signed Emergency Accident and Sickness claim form with Attending Physician Statement included.
- Original trip itinerary and invoice with dates of travel and total trip cost.
- Medical records, payment proof and other supporting documents.
- Primary carrier explanation of benefits needed if policy is excess.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.

#### **For Change/Cancellation Fee:**

- Completed and signed Change/Cancellation Fee claim form.
- Original itinerary.
- Documentation for change/cancellation fee application.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.

#### **For Collision/Loss Damage:**

- Completed and signed Collision/Loss Damage claim form.
- Original trip itinerary and invoice with dates of travel and total trip cost.
- Rental care agreement and proof of payment.
- Repair bill.
- Incident report from rental agency.
- Incident report from authorities.
- Proof of Trip payment. We accept credit card and/or bank statements and/or cancelled checks showing the front and back.