



**Worldwide Trip Protector Lite
T - 4030 (4/2008 - Rev. 1)**

Description of Coverage

Notice to Residents of Vermont and the State of Washington:
This is not Your Description of Coverage. To obtain Your state-specific insurance policy, call 1-800-243-3174.

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

Schedule of Coverage and Services

	Maximum Benefits Per Person
Part A - Travel Protection	
Trip Cancellation*	Up to Trip Cost**
Trip Interruption	Up to 100% of Trip Cost** (\$1,000 Return Air only if \$0 displayed for Trip Cancellation on Your Confirmation of Benefits)
Missed Connection	\$300
Trip Delay	\$500 (\$100/day/6 hours) * Not applicable when \$0 Trip Cost displayed on Your Confirmation of Benefits ** Up to the lesser of the Trip Cost paid or the limit of Coverage on Your Confirmation of Benefits.
Part B - Baggage Protection	
Baggage and Personal Effects	\$1,000
Baggage Delay	\$300/24 hours
Part C - Medical Protection	
Emergency Accident and Sickness Medical Expense	\$10,000/\$50 deductible
Emergency Evacuation, Medically Necessary Repatriation and Repatriation of Remains	\$100,000

**Worldwide Assistance Services are included
with the purchase of Your plan.**

**24-Hour Emergency Assistance
Telephone Numbers**

Continental USA 800-494-9907
International 202-659-7775

Be sure to use the appropriate country and city codes when calling.
-KEEP THESE NUMBERS WITH YOU WHEN YOU TRAVEL-

Optional Coverage

*Optional Coverage applies only when requested on the application
and the appropriate additional plan cost has been paid.*

Medical Upgrade

Excess Insurance Limitation does not apply and no deductible
Additional Emergency Accident and
Sickness Medical Expense \$10,000 (For a total of \$20,000)
Additional Emergency Evacuation, Medically Necessary Repatriation
and Repatriation of Remains. . . \$100,000 (For a total of \$200,000)

Collision Damage Waiver

Collision Damage Waiver \$25,000
Not available for the residents of Oregon, Texas or Washington State

**Accidental Death & Dismemberment Common Carrier
(Air Only) Coverage**

Up to the amount purchased. Select limits of \$100,000, \$250,000,
\$500,000 or \$1,000,000 per person

Cancel for Work Reasons

Coverage for Trip Cancellation and Trip Interruption up to the limit
purchased. *Not available for residents of Oregon, New York, or
Washington State.*

Cancel for Any Reason

Trip Cancellation coverage up to 48 hours prior to departure; for up
to 75% refund. *Not available for residents of Oregon, New York, or
Washington State.*

Sports Coverage

Up to a combined maximum limit of \$1,000 per person

How to contact us to file a claim:

**Report a claim online at
www.travelinsured.com**

Travel Insured International, Inc.®
P.O. Box 280568
East Hartford, CT 06128-0568
Toll free at: 800-243-2440

DESCRIPTION OF COVERAGE

**Worldwide Trip
Protector Lite**



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PART A - TRAVEL PROTECTION

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

- a) Sickness, Accidental Injury, or death of You, Your Traveling Companion, or a 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) Strike that causes complete cessation of services for at least 24 consecutive hours.
- c) Weather which causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours.
- d) You or Your Traveling Companion are terminated or laid off from employment subject to three years of continuous employment at the place of employment where terminated.
- e) You or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, subpoenaed or required to appear as a witness in a legal action, provided You or a 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.
- f) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within the territorial limits of the City listed on Your itinerary. The Terrorist Attack must occur after the Effective Date of Your Trip Cancellation coverage.
- g) You or Your Traveling Companion who are military personnel, and are called to emergency duty for a disaster other than war or are called to active military duty, have their leave revoked or are reassigned for reasons other than war.
- h) You or Your Traveling Companion being directly involved in a traffic Accident substantiated by a police report, while en route to departure.
- i) The death or hospitalization of Your Host at Destination.
- j) Natural Disaster at the site of Your destination which renders Your destination accommodations uninhabitable.
- k) Your normal pregnancy or attending the childbirth of Your Family Member. The pregnancy must occur after the Plan Effective Date and be verified by medical records.
- l) Mandatory evacuation ordered by local authorities at Your destination due to hurricane or other Natural Disaster. You must have 50% or less of Your Trip remaining at the time the mandatory evacuation ends, in order for this benefit to be payable.

“Cancel for Work Reasons” Protection:

Not available for residents of Oregon, New York, or Washington State
If You have purchased the Cancel for Work Reasons Protection the Insurer will pay up to the maximum shown on the Schedule of Coverage and Services if You or Your Traveling Companion are prevented from taking Your Trip due to one of the following unforeseen events:

- 1) You or a Traveling Companion are required to work during Your scheduled Trip. You must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of Your or Your Traveling Companion’s employer.

2) Your or Your Traveling Companion’s company being made unsuitable for business by fire, flood, burglary, vandalism or Natural Disaster.

3) Your or Your Traveling Companion’s company being directly involved in a merger or acquisition. You or Your Traveling Companion must be an active employee of the company that is merging and You or Your Traveling Companion must be involved in such an event.

4) The employer with whom You or Your Traveling Companion were employed on Your Effective Date transfers You or Your Traveling Companion more than 250 miles and You or Your Traveling Companion are required to relocate Your or Your Traveling Companion’s primary residence.

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

“Cancel For Any Reason” Protection:

Not available for residents of Oregon, New York, or Washington State
If You purchase the Cancel For Any Reason protection and You cancel Your Trip for any reason not otherwise covered by this plan, the Insurer will reimburse You for up to 75% of the prepaid, forfeited, non-refundable payments or deposits You paid for Your Trip provided You cancel Your Trip more than two (2) days prior to Your Scheduled Departure Date

Trip Cancellation (not applicable if \$0 Trip cost displayed on Your Confirmation of Benefits): Non-refundable cancellation charges imposed by Your Travel Supplier and/or airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements; or the additional costs You may incur as a result of a change in the per-person occupancy rate of prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel. If Your Travel Supplier cancels Your Trip, You are covered up to the cost of the ticket or the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Trip including the airfare. If You purchase Sports Coverage the Insurer will pay up to the combined maximum limit shown on the Schedule of Coverage and Services for prepaid non-refundable ski passes, greens fees and sporting equipment rental.

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 Insurer will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

Trip Interruption (Return Air Only up to \$1,000 if \$0 displayed for Trip Cancellation on Your Confirmation of Benefits):

Unused, non-refundable travel arrangements prepaid to Your Travel Supplier and additional transportation expenses incurred by You to return home or rejoin the original Land/Sea Arrangements (airfare limited to the cost of one-way air fare, using the same class of fare as the original travel ticket, by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets) less the value of applied credit from an unused return travel ticket. In

no event shall the amount reimbursed exceed the lesser of the amount You pre-paid for Your Trip, or the maximum benefit shown on the Schedule of Coverage and Services; or the additional costs You may incur as a result of a change in the per-person occupancy rate of prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel. The Insurer will also pay for reasonable additional meals, lodging and transportation expenses incurred by You, up to \$200 per day, if a Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but does not require hospitalization, or if Your Trip must be extended due to an Unforeseen event listed under Part A Travel Protection – Trip Cancellation/ Trip Interruption.

If You purchase Sports Coverage the Insurer will pay up to the combined maximum limit shown on the Schedule of Coverage and Services for prepaid non-refundable ski passes, greens fees and sporting equipment rental.

Trip Delay: The Insurer will reimburse You for covered expenses on a one time basis, up to the maximum shown on the Schedule of Coverage and Services, if You are delayed en route to or from the covered Trip for six (6) or more hours due to a covered reason. Covered expenses include Your additional transportation cost to join the Trip or return home and up to \$100 per day for reasonable additional expenses incurred for meals and lodging or any prepaid, unused, non-refundable land and water accommodations. Covered reasons for Trip Delay are: Carrier-caused delay (including bad weather); You or Your Traveling Companion being delayed by a traffic Accident while en route to a departure; lost or stolen passports, money, or travel documents; quarantine; hijacking, unannounced Strike, Natural Disaster.

Missed Connection: Covers missed Cruise or Trip departures which result from cancellation or delay (for three 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 on the Schedule of Coverage and Services are provided to cover additional transportation expenses needed for You to join the departed Cruise or Trip, reasonable accommodations, and meal expenses and non-refundable payments for the unused portion of Your Cruise or Trip. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Trip due to Inclement Weather.

PART B - BAGGAGE PROTECTION

Baggage/Personal Effects: The Insurer 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. The Insurer will pay the lesser of the following: Actual Cash Value at the time of the loss, less depreciation as determined by the Insurer, or the cost of repair or replacement. There is a limit of \$250 per article. There will also be a combined maximum limit of \$500 for the following: jewelry; watches and cameras, including related equipment; articles consisting in whole or in part of silver, gold, or platinum; furs and articles trimmed with or made mostly of fur. The Insurer 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 com-

plied with all credit card conditions imposed by the credit card companies. The Insurer will reimburse You for fees associated with the replacement of Your passport during Your Trip. Receipts are required for reimbursement.

Baggage Delay (Outward Journey Only): The Insurer will reimburse You for expenses for necessary personal effects, up to the maximum shown on the Schedule of Coverage and Services, if Your checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours from the time You arrive at the destination stated on the ticket, except travel to Your final destination or Your place of residence. You must be a ticketed passenger of a Common Carrier. If You purchase Sports Coverage the Insurer will reimburse You up to the combined maximum limit shown on the Schedule of Coverage and Services for expenses for rental equipment if Your sporting equipment is delayed or misdirected by Common Carrier.

PART C - MEDICAL PROTECTION

Emergency Accident and Sickness Medical Expense: The Insurer will pay benefits up to the maximum shown on the Schedule of Coverage and Services, for Covered Medical Expenses You incur during Your Trip for Emergency Treatment as a result of an Accidental Injury which occurs on the Trip or a Sickness which first manifests itself during the covered Trip. A \$50 deductible applies to each occurrence. (The deductible is waived if You purchase the Medical Upgrade.)

"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: the services of a Physician; charges for Hospital confinement and use of operating rooms; charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests ambulance service; and drugs, medicines, prosthetic and therapeutic services and supplies. The Insurer will not pay benefits in excess of the Reasonable and Customary Charges.

"Reasonable and Customary Charges" means charges commonly used by providers of medical care in the locality in which care is furnished. The Insurer will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip. The Insurer will pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

The Insurer 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.

Emergency Evacuation: The Insurer will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while You are on a Trip. Benefits payable are subject to the maximum amount per person shown on 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 charges for medical services and supplies incurred in connection with Your Emergency Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You and (c) reviewed and pre-approved by the Assistance Company. The Insurer will also pay Reasonable and Customary Charges for escort expenses required by You, if You are disabled during a Trip and an escort is recommended in writing, by Your attending Physician and must be pre-approved by the Assistance Company. If You are hospitalized for more than 7 days following a Covered Emergency Evacuation Expense, the Insurer will pay subject to the limitations set out herein, for expenses: 1) to return to the United States where they reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person. 2) to bring one person chosen by You to and from the Hospital or other medical facility where You are confined if You are traveling alone; but not to exceed the cost of one round-Trip economy airfare ticket.

Medically Necessary Repatriation: Following a covered Emergency Evacuation expense or a covered medical expense, the Insurer will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination or the Hospital of Your 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.

"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 Insurer will pay reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the covered Trip. This will not exceed the maximum shown on the Schedule of Coverage and Services. Covered Expenses include, but are not limited to, expenses for embalming, cremation, minimally necessary coffins for transport, and transportation. The Pre-Existing Conditions Exclusion does not apply to Emergency Evacuation and Repatriation of Remains.

All Transportation must be authorized and arranged by the Assistance Company.

The Excess Insurance Limitation does not apply to Part C if You purchased the Medical Upgrade.

Collision Damage Waiver: Applicable only when requested on the original application and the appropriate additional plan cost has been paid. (Not available for the residents of Oregon, Texas and Washington State):

If You rent a car while on the covered Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Insurer 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 Schedule. Coverage is provided to You and Your Traveling Companions provided all drivers are licensed drivers, and are listed on the rental agreement.

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

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

Accidental Death & Dismemberment Common Carrier (Air Only): Applicable only when requested on the original application and the appropriate additional plan cost has been paid.

Air Common Carrier benefit applies to Injury sustained by You: (a) while riding as a passenger in or on, boarding or alighting from an aircraft operated under a license for the transportation of passengers for hire; (b) being struck or run down by an aircraft. If You sustain an Injury which results in loss of life; actual severance of limb; or entire and irrecoverable loss of eyesight, speech, or hearing, within 180 days of the date of the Accident, the Insurer will pay the largest applicable amount as follows: the full benefit amount is paid for loss of life, two hands or two feet, speech and hearing in both ears, one hand and one foot, sight in both eyes, one hand or one foot and sight in one eye. One half of the benefit amount is paid for loss of one hand or one foot, speech, or hearing in both ears, sight of one eye. One-fourth of the benefit is paid for loss of the thumb and index finger of the same hand. In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverage and Services for all losses due to the same Accident. Exposure: The Insurer will pay benefits for covered losses which result from You being unavoidably exposed to the elements due to an Accident.

Disappearance: The Insurer will pay benefits for loss of life if Your body cannot be located one year after the disappearance of the Common Carrier in which You were a passenger due to forced landing, stranding, sinking, or wrecking.

Excess Insurance Limitation

Benefits provided in Parts A, B, C except if You purchase the Medical Upgrade, and Collision Damage Waiver, shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Insurer shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.

TRAVEL ASSISTANCE SERVICES

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

- Medical evacuation
- Medically necessary repatriation
- Repatriation of remains
- Medical or legal referral
- Inoculation information
- Hospital admission guarantee
- Translation service
- Lost Baggage retrieval
- Passport/visa information
- Emergency cash advance*
- Bail bond*
- Prescription drug/eyeglass replacement*
- ID Theft Resolution Service.

* Payment reimbursement to the Assistance Company is Your responsibility.

**24/7 Worldwide Assistance Services
Travel Assistance, Medical Emergency,
Concierge Service and ID Theft Service**

CALL TOLL FREE:

(Within the United States and Canada)

800-494-9907

OR CALL COLLECT

202-659-7775

(From all other locations)

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

AVAILABILITY OF SERVICES

You are eligible for informational and concierge services at any time after you purchase this plan. The Emergency Assistance Services become available when you actually start your trip. Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip. The Identity Theft Resolution Services become available on your scheduled departure date for your trip. Services end 180 days (six months) from the date of your scheduled departure date for your trip. Identity Theft Resolution does not guarantee that its intervention on behalf of you will result in a particular outcome or that its efforts on behalf of you will lead to a result satisfactory to you. Identity Theft Resolution does not include and Identity Theft Resolution shall not assist you for thefts involving non-US bank accounts.

DESCRIPTION OF IDENTITY THEFT RESOLUTION SERVICES ASSISTANCE SERVICES ARE PROVIDED BY TRAVEL INSURED'S DESIGNATED PROVIDER.

If you believe you are victim of Identity Theft, please contact our assistance provider at 800-494-9907. A brief description of the service and terms of use are provided below. The assistance provider treats each "Identify Theft" as an emergency and, subject to the limitations set forth in this Program Description, performs, for you any or all of the following steps necessary to attempt to undo or prevent further damage upon receipt, by you, of a duly completed and executed "Authorization Form".

- Obtain all pertinent credit information and history from you on the phone to determine if a fraud or theft has occurred.
- Educate you on how Identity Theft occurs and inform you of protective measures to take to avoid further occurrences.
- Provide you with a helpful ID Theft Resolution Kit.
- Provide you with a uniform ID Theft Affidavit ("Affidavit"), answer any question with regard to completing the Affidavit and submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Report or assist fraudulent activity to the local authorities and forward a report of the said fraudulent activity to your creditors.
- Notify or assist you to notify the fraud department of your creditors.
- Notify all three major credit-reporting agencies to obtain a free credit report for you and place an alert on your records with the agencies, and obtain a list of additional creditors from them.
- If the Identity Theft Affidavit proves that you are a victim of Identity Theft, The Assistance Provider shall provide access via postal mail to credit monitoring to you for one year.
- Place a "security freeze" on your credit records, in states where such law was passed.
- Notify local authorities of the ID Theft incident and help you obtain and complete necessary reports.
- Submit "Authorization Form" and Affidavit to your creditors requesting cancellation of your card(s) and an issuance of a new one(s).
- If other forms of identification were stolen or missing, such as an ATM card, Driver's License, Social Security Card, Passport and so forth, notify or assist you in notifying the appropriate bank or agency of the situation so that they may take appropriate action and reissue a new form of identification.
- Provide you with assistance in filing or submitting paperwork for special ID Theft Protective measures, specific to your state of residence.
- Translate when you are overseas and needs help communicating with the local police in order to file a report of an Identity Theft incident.
- When needed, follow up with creditors to ensure that the matter has been properly handled.

CONCIERGE SERVICES

Concierge Services are provided by Travel Insured's designated provider. There is no charge for the services provided by Provider. You are responsible for the cost of services provided and charged for by third parties and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items. Services offered include:

- Destination profiles
- Epicurean needs
- Event ticketing
- Floral Services
- Tee time reservations
- Hotel accommodations
- Meet-and-greet services
- Shopping Assistance Services
- Pre-trip assistance
- Procurement of hard-to-find items
- Restaurant referrals and reservations
- Rental car reservations
- Airline reservations

EXCLUSIONS

The following exclusions apply to Parts A, C, D, Accidental Death and Dismemberment Common Carrier (air only) and Collision Damage Waiver This plan does not cover any loss caused by or resulting from:

- 1) Suicide, attempted suicide, or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only) committed by You or Your Traveling Companion;
- 2) War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 3) Participation in any military maneuver or training exercise;
- 4) Participating in bodily contact sports; skydiving; hang gliding; parachuting; spelunking or caving; heliskiing; extreme skiing; mountaineering; any race; bungee cord jumping; and speed contest (does not apply if You purchase Sports Coverage);
- 5) Participation as a professional in athletics (does not apply if You purchase Sports Coverage);
- 6) Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 7) Being under the influence of drugs or intoxicants unless prescribed by a Physician;
- 8) Commission or the attempt to commit a criminal act by You or Your Traveling Companion;
- 9) Pregnancy and childbirth (except for Complications of Pregnancy or as specifically provided under Part A: Travel Protection);
- 10) Dental treatment except as a result of Accidental Injury to sound, natural teeth;
- 11) Pre-Existing Conditions.
- 12) Mental or emotional disorders, unless hospitalized;
- 13) Traveling for the purpose of securing medical treatment.

The following exclusions apply to Baggage/Personal Effects Coverage only in Part B:

Any loss or damage to: animals; automobiles and their equipment; boats; trailers, motors; motorcycles; other conveyances and their equipment (except bicycles while checked as Baggage with a Common Carrier); eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; keys, money, securities, and documents; tickets. Any loss caused by or resulting from: Wear and tear, gradual deterioration; insects or vermin; inherent vice or damage; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; and 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.

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 Insurer 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 Your 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) "City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.
- 9) "Common Carrier" means any land, sea, and/or air conveyance operating under a license for the transportation of passengers for hire.
- 10) "Complication of Pregnancy" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.
- 11) "Cruise" means any prepaid sea arrangements.
- 12) "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 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.
- 13) "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.
- 14) "Economy Fare" means the lowest published rate for a one-way ticket.
- 15) "Effective Date" means the date and time Your coverage begins, as outlined in the General Provisions section of this policy.
- 16) "Exotic Vehicles" includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Corvette, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Hummer, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, 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, and Yugo. This is not a comprehensive list, please contact Travel Insured International for eligibility.
- 17) "Family Member" means You 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, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law,

aunt, uncle, niece, or nephew.

- 18) "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.
- 19) "Host at Destination" means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.
- 20) "Inclement Weather" means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.
- 21) "Injury" means Bodily Injury caused by an Accident occurring while this policy is in force, and resulting directly and independently of all other causes in loss covered by the policy. The Injury must be verified by a Physician.
- 22) "The Insurer" means Arch Insurance Company.
- 23) "Land/Sea Arrangements" means land and/or sea arrangements booked through the Travel Supplier.
- 24) "Medically Necessary" means that a treatment, service, or supply: (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.
- 25) "Natural Disaster" means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.
- 26) "Pre-Existing Condition" means any Injury, Sickness or condition of yourself, a Traveling Companion or You and/or Your Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was recommended or received within the 180 day period ending on the Effective Date. Conditions are not considered pre-existing if the condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.
- 27) "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 yourself, a Traveling Companion, or a Family Member.
- 28) "Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.
- 29) "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.
- 30) "Sickness" means illness or disease which is diagnosed and treated by a Physician on or after the Effective Date of the protection plan and while You are covered under this plan.
- 31) "Strike" means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier
- 32) "Terrorist Attack" means an incident deemed an act of terrorism by the U.S. government.
- 33) "Travel Supplier" means tour operator, Cruise line, hotel, etc., who has made the Land/Sea Arrangements.
- 34) "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 accom-

modations with the group or tour leader.

- 35) "Trip" means prepaid Land/Sea Arrangements for which benefits are requested and the required plan cost is submitted prior to the Scheduled Departure Date and shall include flight connections to join and depart such Land/Sea Arrangements, provided such flight connections are scheduled to commence within one (1) week of the Land/Sea Arrangements.
- 36) "Unforeseen" means not anticipated or expected and occurring after the Effective Date of the policy.
- 37) "Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.
- 38) "You," "Your," or "the Insured" means a person who has purchased a Trip and who has paid the required plan cost for the protection plan provided herein.

CLAIMS PROCEDURE

To facilitate prompt claims settlement:

TRIP CANCELLATION/ TRIP INTERRUPTION: Contact the travel supplier and Travel Insured as soon as possible after the event causing the need to cancel. Obtain medical statements from the doctors in attendance in the country where Sickness or Accident occurred. These statements should give complete diagnosis, stating that the Sickness or Accident prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

TRIP DELAY/MISSED CONNECTION: Obtain any specific dated documentation, which provides proof of the reason for delay (airline or Cruise line forms, medical statements, etc).

Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

MEDICAL EXPENSES: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment: submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

BAGGAGE: Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

BENEFICIARY: Your estate, unless written notice of a designated beneficiary is provided to the Plan Administrator.

GENERAL PROVISIONS

CONTRACT. The policy, applications, riders, and endorsements, if any, make up the entire contract. No change in the policy is valid unless it is signed by an executive officer of the Insurer. No agent has the power to change this policy.

CLERICAL ERRORS. The Insurer will not deny or cancel coverage on You because of clerical error by the participating organization or by the Insurer. After an error is found, the Insurer will take appropriate action. This may include adjusting, collecting, or refunding premium.

LEGAL ACTIONS. No legal action for a claim can be brought against us until sixty (60) days after we receive proof of loss. No legal action for a claim can be brought against us 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 the policy is issued is changed to meet the minimum requirements of that law.

MISREPRESENTATION AND FRAUD. Coverage as to You shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning this policy

or the subject thereof, or the interest of You therein, or if You commit fraud or false swearing in connection with any of the foregoing.

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

ASSIGNMENT. This policy is not assignable 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 ends at 11:59 P.M. local time on the date which is the earliest of the following: a) when You cancel Your Trip; b) the Scheduled Return Date on the travel tickets; c) the date You return home; d) any Trip that exceeds 365 days.

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 reaches Your Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

PREMIUMS. The Insurer provides insurance in return for premium payments. Premium must be remitted on behalf of You to the Insurer or to its authorized representative.

AMOUNT OF PREMIUM. The amount of premium due from the participating organization is calculated by multiplying the number of Insureds in each class by the amounts due for the benefits for that class and adding the total amounts due for each class. The amount of premium due for each Insured is obtained by adding the total rate charged for each benefit provided for that Insured.

MODE OF PREMIUM: Insured: The required premium must be paid to the participating organization or its authorized representative prior to the Scheduled Departure Date of the Covered Trip. **Participating Organization:** The Participating Organization will pay the premium according to the schedule noted in the travel protection policy application.

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 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. This section does not apply to

Kansas residents.

CLAIMS. Death claims will be paid to Your estate, unless we receive a written request from You designating a named beneficiary. 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 Insurer may make arrangement to pay claims to Your legal guardian, committee, or other qualified representative. Any payment made in good faith will discharge the Insurer's liability to the extent of the claim. The Claimant (either You or someone acting for You) must notify the Insurer or its designated agent in writing about the claim.

Correspondence should be sent to the administrative office, at the address shown on the cover page of the policy or Your designated agent. Such notification should include Your name and the plan number. The Claimant should notify the Insurer within twenty (20) days after a covered loss occurs or as soon as reasonably possible.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurer 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 policy number.

PROOF OF LOSS. The claimant must send the Insurer, or its designated representative, proof of loss with ninety (90) days after a covered loss occurs or as soon as reasonably possible.

PAYMENT OF CLAIMS. The Insurer, 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 Insurer 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 Insurer, 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 Insurer'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 Insurer reimburse You for an amount greater than the amount paid by You.

PHYSICAL EXAMINATION AND AUTOPSY. The Insurer, or its designated representative, at their own expense, have the right to have You examined as often as reasonably necessary while a claim is pending. The Insurer, or its designated representative, also have the right to have an autopsy made unless prohibited by law. The following provisions apply to Baggage/Personal Effects and Baggage Delay coverage only:

NOTICE OF LOSS. If Your property covered under this policy is lost, stolen, or damaged, You must: (a) notify the Insurer, 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 Insurer, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Insurer, 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 Insurer and the Insurer 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 Insurer.

VALUATION. The Insurer 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. 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 Insurer can make a written demand for an appraisal. After the demand, You and the Insurer will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. The Insurer will pay the appraiser they choose. You will share equally with the Insurer 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.

Plan is designed by Travel Insured International, Inc. This Insurance, under policy #LTP 2007 is underwritten by: Arch Insurance Company, with its principal place of business in New York, NY



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.

ARKANSAS RESIDENTS:

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

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

this clause will impair the rights of the insured or Company to seek settlement in a court of jurisdiction.

The following Definition is added.

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

ILLINOIS RESIDENTS:

The following definitions are revised: "Accidental Injury" means Bodily Injury caused by an accident being the direct and independent cause in the loss. "Bodily Injury" means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of sickness, disease, or bodily infirmity, 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. The following definition is added: "Intoxication" is that which is defined by the laws of the state where the loss or cause of loss was incurred. The following sections are added to General Provisions:

INSURANCE WITH OTHER COMPANIES. If there is other valid coverage, not with this company, providing benefits for the same loss on other than 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 ability for such benefits under this policy shall be for such proportion of the indemnities otherwise provided hereunder for such loss as the like indemnities of which the company had notice (including the indemnities under this policy) bear to the total amount of all like indemnities for such loss, and for the return of such portion of the premium paid as shall exceed the pro-rata portion for the indemnities thus determined.

ARBITRATION. An arbitration provision is not a substitute for a person's right to maintain a legal action if they so desire; and in no way affects or limits a person's ability to take legal action in a court of law, prior to voluntarily agreeing to enter into an arbitration proceeding. Any controversy or claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association and in accordance with the Uniform Arbitration Act within reasonable time limit (30 days after the parties agree to arbitrate their dispute is a reasonable time limit for selected and appointing independent arbitrators, 15 days is a reasonable time limit for an expedited review provision). The arbitration may be binding on both parties, but in all instances must be entered into on a voluntary basis. Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest. By voluntarily agreeing to enter into an arbitration proceeding, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in a court of law, except to the extent that Illinois law may provide for judicial review of arbitration proceedings.

TIME PAYMENT OF CLAIMS. Claims payable under this policy shall begin to be paid in period payments no later than the 30th day after You received notice of a health care selection. All subsequent payments will be made in accordance with the monthly periodic cycle. Failure to pay within such period shall entitle the payee to interest at the rate of 9% per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. Any required interest payments shall be made within 30 days after the payment.

The following Exclusion is deleted (3) participating in bodily contact sports. Exclusion (2) shall read: "War, invasion, hostilities between nations (whether declared or not), civil war;

KANSAS RESIDENTS: The Subrogation provision does not apply to medical, surgical, Hospital, or funeral expenses.

Legal Actions is revised as follows: "No legal action for a claim can be brought against us more than five (5) years after the time required for giving proof of loss." A Claim Forms provision was added: "The Insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss.

If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent to the loss for which claim is made."

A Time of Payment of Claims provision was added to the policy: "Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof."

A definition of "Usual, Customary, and Reasonable" was added to the policy: "charges commonly Used by Physicians in the locality in which care is furnished, as determined by the Administrator's database (Ingenix, Medicaid, other) and updated at least every 6 months."

The definition of Family Member is revised to read "Family Member" means Your legal or common law spouse, Domestic Partner, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Exclusion #7 is revised to read: "Commission or the attempt to commit a criminal act."

KENTUCKY RESIDENTS:

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

ARBITRATION. If the Company and the Insured agree to Arbitration at the time of a loss, a claim arising out of or relating to the Policy, 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 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

MAINE RESIDENTS:

The MISREPRESENTATION AND FRAUD Provision is revised as follows:

MISREPRESENTATION AND FRAUD. Coverage as to an Insured shall be denied or cancelled if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or cir-

cumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing.

MARYLAND RESIDENTS:

If this policy is financed by a premium financed by a premium finance company and we (the Insurer) or the premium finance company or the first named Insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee, or non-refundable charge filed with and approved by the insurance commissioner. Legal Actions provision in the policy was revised to provide 3 years (not 2) for an Insured to file a legal action against the insurance company. The Cancellation and Nonrenewal provision in the policy is revised to provide at least 45 days notice of cancellation by the company for any reason other than non-payment of premium. The provision is also revised to state that "All notices will be sent to the Insured by certificate of mailing."

MISSOURI RESIDENTS:

"Bodily Injury" means identifiable physical Injury which: (a) is caused by an Accident, and (b) solely and independently of Sickness, disease, or bodily infirmity, 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. Subrogation is not permitted in Missouri.

NEW YORK RESIDENTS:

"Domestic Partner" means a person who has registered as a Domestic Partner in a municipality that requires such registration or has provided Us with a signed and notarized Affidavit of Partnership in municipality that do not require such registration. The Affidavit will attest to the following: (a) Each person is 18 years of age or older and is mentally competent to consent to contract, (b) Neither one is married to or legally separated from anyone else, (c) They are not related by blood in a manner that would bar marriage under the laws of the state of New York, (d) They have been living together on a continuous basis prior to the date of application, and (e) Neither individual has been registered as a member of another domestic partnership within the last six months. Residency and citizenship do not apply to and are not requirements for coverage in relation to the Accidental Death & Dismemberment, Air Common Carrier Accidental Death & Dismemberment, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation, Repatriation of Remains, benefits. Subrogation is limited to situations in which the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable for expenses for which the Insurer paid benefits.

The definition of "Complication of Pregnancy" is revised to read: "Complication of Pregnancy" means: (1) conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and shall not include false labor, occasional spotting, Physician prescribed rest during the period of pregnancy, morning Sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct Complication of Pregnancy; and (2) nonelective caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. The Repatriation benefit is limited to the cost of transporting the body. Coverage for "embalm-

ing, cremation, and casket for transport" is deleted. Exclusion #1 is revised to read: Suicide or attempted suicide or intentionally self-inflicted injuries. The following exclusions are deleted: (4) Participation as a professional in athletics; (6) Being under the influence of drugs or intoxicants, unless prescribed by a Physician; (7) Commission or the attempt to commit a criminal act by You or Your Traveling Companion; (3) Participating in bodily contact sports; sky-diving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest;

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 Excess Insurance Limitation is deleted in the entirety and replaced by the following:

EXCESS INSURANCE LIMITATION

The Insurance provided by the Policy shall be in excess of all other valid and collectible insurance or indemnity other than private passenger auto no-fault benefits or third part liability insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.

The definition of "Pre-Existing Condition" is deleted in the 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 one hundred eighty (180) 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 2 is deleted in its entirety and replaced by the following: 2. War, whether declared or not declared.

OKLAHOMA RESIDENTS:

The following Fraud Statement is added:

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

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 returns to Your origination point if prior to the Scheduled Return Date;
- c) The date You cancel Your covered Trip;
- d) Any Trip that exceeds 365 days.

The Excess Insurance Limitation provision is deleted and replaced by the following: "For losses which are not governed by the Coordination of Benefits Section of this Description of Coverage, when other benefits are available for the same loss, the order of payment for this policy and other policies in effect shall be in accordance with the benefits rules established by Oklahoma Administrative Code."

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 is added to the definition of "Dependent Child(ren)" 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 the Insured Person's adopted child from the date the child is placed in the custody of the Insured Person and/or a child in the temporary care of the Insured Person 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. Exclusion 2 is deleted and replaced by the following:

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

Exclusion 8 is deleted.

For exclusions that apply to Baggage/Personal Effects, Baggage Delay, Lost Baggage: the phrase "war or any act of war whether declared or not" 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."

OREGON RESIDENTS:

Trip Cancellation and Interruption: (d) is deleted Trip Cancellation (g) is revised to read as follows: "A politically motivated Terrorist Attack outside the United States unless You deliberately traveled to such destination after the United States Government issued a 'do not travel' advisory for such destination." Trip Interruption (g) is revised to read as follows: If there is a politically motivated Terrorist Attack in the City of Your program; coverage is provided for the cost of an economy one-way coach ticket not to exceed \$250, for the additional transportation required returning the covered person back to the City of departure. Once the program has begun, there is no provision for recovery of transportation, tuition, room and board, or other fees; Exclusion #2 is revised to read: "War or act of war (whether declared or not);" The following General Provisions sections are deleted: Records, Clerical Errors, Contesting This Policy, Legal Actions, Controlling Law, Cancellation and Non-Renewal, Policy Term, Premium, Amount of Premium, Mode of Premium, Premium Rate Change, and Claims. The following General Provisions sections have been revised: **MISREPRESENTATION AND FRAUD:** All statements and descriptions in any enrollment form for this policy by or in behalf of You or any other Insured, shall be deemed to be representations and not warranties.

Misrepresentations, omissions, concealments of facts and incorrect statements shall not prevent a recovery under the policy unless the misrepresentations, omissions, concealments of fact, and incorrect statements: (a) Are contained in a written statement for the insurance policy, and a copy of such statement is attached to the insurance policy when issued; (b) Are shown by the Insurer to be material, and the Insurer also shows reliance thereon; and (c) Are either

fraudulent or material either to the acceptance of the risk or to the Hazard assumed by the Insurer.

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 is by mutual consent by all parties and Oregon courts will have jurisdiction over such arbitration. 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 covered person is involved in the same dispute arising out of the same policy and relating to the same loss or claim, all such covered persons 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 covered persons to assert several, rather than joint, claims or defenses.

NOTICE OF CLAIM: Written notice of claim must be given by the Claimant (either You or someone acting on Your behalf) to the Insurer or its designated representative within fifteen (15) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name and the plan number. Notice should be sent to the Insurer's administrative office, at the address shown on the cover page of the policy, or to the Insurer's designated representative.

DISAGREEMENT OVER SIZE OF LOSS: If there is a disagreement about the amount of the loss either You or the Insurer can make a written demand for an appraisal. Such request for appraisal will be by mutual consent and take place in Oregon according to Oregon law. After the demand, You and the Insurer will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. You pay for the appraiser selected by You. The Insurer will pay the appraiser they choose. You will share equally with the Insurer the cost for the arbitrator and the appraisal process.

PENNSYLVANIA RESIDENTS:

The last paragraph of the CANCELLATION Provision is deleted and replaced by the following:

The Company will mail all notices of cancellation for nonpayment of premium thirty (30) days in advance prior to cancellation.

TEXAS RESIDENTS:

The Legal Actions provision is revised to permit suits against the insurers within 2 years and one day after the loss. The Cancellation and Nonrenewal provision is revised so that it states "The Insurer cannot cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official." The following definitions are revised as follows: "Physician" means a licensed practitioner of medical, surgical, the healing arts, 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. Medical Evacuation/Repatriation benefit has been revised so that pre-approval is not required and cannot be a reason for denial of the benefit, but a 50% or \$500 penalty is permitted.