

SERFF Tracking Number: CLTR-125242266 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: LTP 2007 AR F
TOI: 09.0 Inland Marine Sub-TOI: 09.0009 Travel Coverage
Product Name: Arch - Travel Program
Project Name/Number: TRAVEL PROGRAM/LTP 2007 AR F

Filing at a Glance

Company: Arch Insurance Company
Product Name: Arch - Travel Program
TOI: 09.0 Inland Marine
Sub-TOI: 09.0009 Travel Coverage
Filing Type: Form

SERFF Tr Num: CLTR-125242266 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: LTP 2007 AR F State Status: Fees verified and received
Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Authors: Susan Coulter, Stephanie Young, Linda Ryan-James Disposition Date: 12/17/2007
Date Submitted: 11/08/2007 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 12/17/2007
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: TRAVEL PROGRAM Status of Filing in Domicile: Pending
Project Number: LTP 2007 AR F Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/17/2007
State Status Changed: 12/17/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

On behalf of Arch Insurance Company, Coulter and Associates is filing the captioned travel program forms for your review and approval. Rates will be filed under separate cover. The program will be issued to American Group Travel Trust located at Newport Bank in Rhode Island. The forms and rates are pending in Rhode Island.

The program will be available on a wholesale and retail basis to persons who want to cover losses related to travel while on a covered trip. Coverage is issued on a single term premium/stated term basis to persons who travel. The program

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offers benefits such as trip interruption, delay, and cancellation, baggage delay and loss, missed connection, emergency medical treatment, accidental death and dismemberment, and emergency evacuation and repatriation.

The bracketed language is either included or excluded. It is not variable within brackets except for numerical data that would comply with state minimums.

These forms are new forms and do not supersede any form on file with the department.

Company and Contact

Filing Contact Information

(This filing was made by a third party - coulterandassociatesinc)

Susan Coulter, Consultant susan@coulter-and-associates.com
 379 Princeton-Hightstown Rd (609) 443-7540 [Phone]
 Cranbury, NJ 08512 (609) 443-4103[FAX]

Filing Company Information

Arch Insurance Company CoCode: 11150 State of Domicile: Missouri
 379 Princeton-Hightstown Road Group Code: 1127 Company Type:
 Suite 15
 Cranbury, NJ 08512 Group Name: State ID Number:
 (609) 443-7540 ext. [Phone] FEIN Number: 43-0990710

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arch Insurance Company	\$50.00	11/08/2007	16546125

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	12/17/2007	12/17/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	11/13/2007	11/13/2007	Linda Ryan-James	12/12/2007	12/12/2007
Industry Response						

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Disposition

Disposition Date: 12/17/2007
Effective Date (New): 12/17/2007
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AUTHORITY TO FILE	Approved	Yes
Form (revised)	DESCRIPTION OF COVERAGE	Approved	Yes
Form	DESCRIPTION OF COVERAGE	Approved	Yes
Form	SCHEDULE OF BENEFITS	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/13/2007
Submitted Date 11/13/2007
Respond By Date
Dear Susan Coulter,

This will acknowledge receipt of the captioned filing. The cancellation provision must be amended in accordance with Ark. Code Ann. 23-66-206)(9)(A). Please refer to Bulletin No. 4-82 for the definition of punitive damages which must be included in the policy. Lastly, the arbitration provision must comply with Bulletin No. 19-89. Arbitration must be voluntary and non-binding.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/12/2007
Submitted Date 12/12/2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Ms. Grissom:

In response to your letter, a revised Description of Coverage is attached.

1. Punitive Damages are now defined in accordance with DOI Bulletin 4-82.
2. The Arbitration Provision is revised to non-binding arbitration to take place upon the mutual agreement of the Company and Insured at the time of a loss. This change is made in accordance with DOI Bulletin 19-89.
3. The letter also requests that we add the specific allowable cancellation reasons for cancellation after 60 days and non-renewal. This change is made for cancellations in the state specific section of the form. This policy is not renewable.

The changes made are on page 35 in the state specific section of the Description of Coverage.

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With the receipt of this material, your further consideration of this filing is requested.

Sincerely,
 Linda Ryan-James
 Coulter and Associates

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
DESCRIPTION OF COVERAGE	LTP 2007		Certificate	New		0	FINALARCH DESCRIPTION OF COVERAGE- AR TRAVEL DOC(2).pdf
Previous Version							
DESCRIPTION OF COVERAGE	LTP 2007		Certificate	New		0	FINALARCH DESCRIPTION OF COVERAGE - TRAVEL DOC .pdf

No Rate/Rule Schedule items changed.

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Sincerely,

Linda Ryan-James, Stephanie Young, Susan Coulter

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	DESCRIPTION OF COVERAGE	LTP 2007		Certificate	New		0.00	FINALARCH DESCRIPTION OF COVERAGE - AR TRAVEL DOC(2) .pdf
Approved	SCHEDULE OF BENEFITS	00 LTP 0005 00	10 07	Declaration	New s/Schedule		0.00	SCHEDULE OF BENEFITS - Travel 05 LTP0005 00 10 07.pdf

[PROGRAM NAME]
Underwritten by Arch Insurance Company

DESCRIPTION OF COVERAGE

SHORT TERM TRAVEL INSURANCE

THIS PROGRAM IS ISSUED FOR A STATED TERM AS SHOWN IN YOUR ACCOMPANYING SCHEDULE OF COVERAGE AND SERVICE

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

FOURTEEN-DAY LOOK

You may cancel insurance under the Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under the policy.

TABLE OF CONTENTS

SECTION I – GENERAL PROVISIONS

SECTION II- CLAIMS PROCEDURES AND PAYMENT

LTP 2007

SECTION III –COVERAGES

SECTION IV- GENERAL DEFINITIONS

SECTION V – GENERAL LIMITATIONS AND EXCLUSIONS

[SECTION VI – COORDINATION OF BENEFITS]

SECTION I. GENERAL PROVISIONS

GENERAL PROVISIONS

The following provisions apply to all coverages:

[LEGAL ACTIONS. No legal action for a claim can be brought against the Company until [sixty (60)] days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than [two (2)] years after the time required for giving proof of loss.]

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

[MISREPRESENTATION AND FRAUD. Coverage as to an Insured shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance 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.]

[SUBROGATION. To the extent the Company pays for a loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the

loss. This is known as subrogation. The Insured must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.]

[ASSIGNMENT. The Policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.]

[CANCELLATION

Cancellation by the Insured:

The Insured has the right to cancel the Policy at any time by giving advance notice to the Company (stating when thereafter the cancellation shall be effective).

Cancellation by the Company:

The Company has the right to cancel the Policy at any time and for any reason within the first [sixty (60)] days. The Company will mail all notice of cancellation [thirty (30)] days prior to the effective date of cancellation on a Policy which has been in force [sixty (60)] days or less. A specific explanation for cancellation will be given. On a Policy which has been in force [sixty one (61)] days or more, the Company will mail advance notice of cancellation [sixty (60)] days prior to cancellation.

After the Policy has been in effect for [sixty (60)] days, it may be cancelled only for one of the following reasons:

- (a) Non-payment of premium;
- (b) The Policy was obtained through a material misrepresentation;
- (c) Any Insured violating any of the terms and conditions of the Policy;

- (d) The risk originally accepted has measurably increased;
- [(e) Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the Company for all or a substantial part of the underlying risk insured];
- [(f) A determination by the Director that the continuation of the Policy could place the Company in violation of the insurance laws of this state].

All notices of cancellation will be mailed to the last mailing address known by the Company for the Insured.

The Company will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

[WHEN AN INSURED'S COVERAGE BEGINS. All coverage [(except Trip Cancellation)] will take effect at 12:01 A.M. local time, at the location of the Insured, 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 the location of the Insured, on the day after the required premium for such coverage is received by the Company or its authorized representative.]

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

- [(a) the date the Policy is terminated, unless the Insured purchased insurance prior to the date of termination;]
- [(b) the Scheduled Return Date as stated on the travel tickets;]
- [(c) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;]
- [(d) the date the Insured leaves or changes his/her Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);]
- [(e) the time the Policy terminates;]
- [(f) If the Insured extends the return date, coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;]
- [(g) The date the Insured cancels their Covered Trip;]
- [[h) When the Insured is less than [100 miles] from their primary residence;][This benefit only applies to [Collision Damage Waiver.][Renters Collision Insurance.]
- [(i) Any Trip that exceeds [90] days.]]

[EXTENDED COVERAGE. [Coverage will be extended under the following conditions:

- (a) When the Insured commences air travel from his/her 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 his/her air travel.
- (b) If the Insured returns to his/her 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 his/her air travel.
- (c) If the Insured [is a passenger on a scheduled common carrier which] 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 the Insured's Covered Trip for which premium has not been paid in advance.]

[All coverage under the policy will be extended, if: (a) the Insured's entire Trip is covered by the policy; and (b) the Insured's return is delayed by [covered reasons specified

under Trip Cancellation and Interruption or Travel Delay [inclement weather.] If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.]]

[MODE OF PREMIUM:

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

[ARBITRATION. Notwithstanding anything in the Policy to the contrary, any 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.]

[The following provisions will apply to [Trip] [Exchange] Cancellation], [Trip] [Exchange] Interruption], [Trip Delay], [Missed Connection], [Itinerary Change],[Accidental Death & Dismemberment], [Air Common Carrier Accidental Death & Dismemberment], [Common Carrier (Air Only)], [Sickness Medical Expense], [Accident Medical Expense], [Emergency Sickness Medical Expense], [Emergency Accident Medical Expense], [Emergency Evacuation], [Repatriation of Remains],[Collision Damage Waiver][Renters Collision Insurance],[Hotel Overbooking],[Pet Care Home Alone],[Change of Mind Coverage], [Security Deposit Waiver], [Security and Political Evacuation]:

SECTION II. CLAIMS PROCEDURES AND PAYMENT

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

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

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

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

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 the Insured for an amount greater than the amount paid by the Insured.]

[NOTICE OF CLAIM. Written notice of claim must be given by the Claimant (either the Insured or someone acting for the Insured) 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 the Insured's name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.]

[PROOF OF LOSS. The Claimant must send the Company, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible.]

[OTHER INSURANCE WITH THE COMPANY: An Insured may be covered under only one travel policy with the Company for each Trip. If an Insured is covered under more than one such policy, he or she may select

the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.]

The following provisions apply to [Baggage/Personal Effects], [Baggage/Personal Effects –Business Equipment Only], [Lost Baggage], [Hotel Burglary], and [Baggage Delay] coverages:

[NOTICE OF LOSS. If the Insured's property covered under the Policy is lost, stolen or damaged, the Insured 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. The Insured must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under the Policy.]

[SETTLEMENT OF LOSS. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a

reasonable time if the property has not been recovered. The Insured 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 the Insured or the Company can make a written demand for an appraisal. After the demand, the Insured and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser they choose. The Insured will share equally with the Company the cost for the arbitrator and the appraisal process.]

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

[EXCESS INSURANCE LIMITATION

The Insurance provided by the Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the

Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

SECTION III. COVERAGES

COVERAGES:

[TRIP] [EXCHANGE] CANCELLATION

The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is prevented from taking his/her Covered Trip due to the following Unforeseen events:

[The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is prevented from taking his/her Covered Trip for all reasons up to [48 hours] prior to departure]:

- [(a) Sickness, Accidental Injury or death of the Insured, [Traveling Companion], [or] [Family Member] [or Business Partner;] which results in medically imposed restrictions as certified by a Physician at the time of loss preventing your continued participation in the Trip. [A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date]. [(1) The Insured's or the Traveling Companion's Sickness or Injury. The severity or acuteness of the condition must be so disabling as to reasonably cause the Trip to be cancelled and a Physician has recommended that due to the severity of the condition it is Medically Necessary that the Insured or the Traveling Companion cancels the trip. The Insured or the Traveling Companion must be under the direct

care and attendance of a Physician.] [(2) The Insured or the Traveling Companion's death.] [(3) The Insured or the Traveling Companion's spouse or child's Sickness or Injury. The severity or acuteness of his or her condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must cancel the Trip.] [(4) Death of the Insured or the Traveling Companion's legal spouse; child; son-in-law; daughter-in-law; sibling; parent; parent-in-law; or grandparents.] For all of the above situations, the incident that causes cancellation must occur within [30] days of the scheduled travel dates.]]

[(b) The Insured [and/or] [Traveling Companion] being hijacked, quarantined [in the location where the Insured is intending to travel][at the Insured's or Traveling Companion's home], [required to serve on a jury], [subpoenaed],[required to appear as a witness in a legal action, provided the Insured [a Traveling Companion] is 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 his/her principal place of residence made uninhabitable by fire, flood or other natural disaster:]; [or burglary of his/her principal place of residence within [10] days of departure.]

[(c) The Insured or Traveling Companion being [directly involved in] [indirectly involved in] [or] [delayed due to] a traffic accident substantiated by a police report, while en route to departure].

[(d) A transfer of the Insured by the employer with whom the Insured is employed on their Effective Date

which requires his/her principal residence to be relocated:]]

[(e) The death or hospitalization of the Insured's Host at Destination:]]

[(f) If within [45 days] of the departure of an Insured, a politically motivated Terrorist Attack occurs within [a [50 mile] radius of] the territorial limits of the City listed on the Insured's itinerary. The Terrorist Attack must occur after the Effective Date of the Insured's Trip Cancellation coverage.][This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[(f) If within [45 days] of the departure of an Insured, 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 the Insured has registered [and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary:]

[(g) The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war] [Military duty (if within [30] days of departure, the Insured has his/her leave revoked or the Insured is reassigned.)) [(g) the Insured or Traveling Companion being called into active military service by having his/her leave revoked. Coverage does not apply if leave is revoked within [7] days of departure] [The Insured or a Traveling Companion, who are on active military duty in the United States Armed Forces: has their personal leave revoked within 10 days prior to the departure date (as long as such revocation is in writing by a superior officer and is not due to war-related situations, invocation of the War Powers Act, base or unit mobilization, unit

reassignment for any reason, or disciplinary action); or are personally reassigned within 10 days prior to the departure date, whether temporary or permanent.]]

[[[(h) Strike, resulting in the complete cessation of travel services [at the point of departure and/or destination.] A Strike is foreseeable on the date labor union members vote to approve a Strike.]

[(h) Strike that causes complete cessation of services for at least [48] consecutive hours.]

[(i) Weather [at the departure site] which causes complete cessation of services [of the Common Carrier] [for at least [48] consecutive hours] [and prevents the Insured from reaching their destination].]

[(j) Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than [14 days] following the Insured's Effective Date. [Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom the Insured purchased their Land/Sea Arrangements] [The Insured's Scheduled Departure Date must be no more than [15] months beyond the Insured's 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 the Insured's intended destination.] [This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

- [k] An Insured is terminated, or laid off from employment subject to [five] years of continuous employment at the place of employment where terminated.]
- [l] Natural Disaster or documented man-made disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable [limited to the cost of the airfare of the Insured's Covered Trip.]
- [m. A cancellation of the Insured's Covered Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose [50%] or more of the scheduled Covered Trip duration due to the reasons covered under the Trip Delay Benefit;]
- [n. [Adverse weather] [or] [natural disasters] [or] [Terrorist Attacks] resulting in the complete cessation of travel services.]
- [o. Adverse weather or natural disaster resulting in the obstruction of public roadways, or curtailment of public transportation, which prevents the Insured's ability to arrive at their Land/Sea Arrangements.]
- [p. Mandatory evacuation ordered by local authorities at the Insured's final destination due to hurricane or other natural disaster. The Insured must have [four (4)] days or [50%] of their total Covered Trip length or less remaining on the Covered Trip, at the time the mandatory evacuation ends, in order to cancel the Covered Trip.] [The Company will not pay any benefits for property that is accessible or habitable for [more than [48 hours] [50% of the Insured's trip length]] [any time during the evacuation period.] [The Company will not pay any benefits if the Insured has more than [48 hours] remaining of their Trip at the time the evacuation is lifted. [This benefit only applies if purchased within [7 days] [24 hours] of the initial trip payment.] [This benefit is subject to a [\$100] deductible.] [The maximum limit of coverage payable will be the lesser of [\$1,000 per person or 50% of the Insured's trip cost.]
- [(q) Hurricane warning causing cancellation of travel. Claims are not payable if a hurricane is foreseeable prior to an Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Insurer will not pay any benefits [14] calendar days after the incident occurs. [In order to cancel or interrupt the Insured's trip, he/she must have [4] days or [50%] of his/her total Trip length remaining or less.] [This benefits only applies if purchased within [7] [days] [24 hours] of the initial trip payment]. [This benefit is subject to a [\$100] deductible.] [The Maximum Limit of coverage payable will be the lesser of [\$1000 per person or 50% of the Insured's trip cost.]
- [(r) Named hurricane causing cancellation of travel to the Insured's destination that is uninhabitable for the greater of: (1) 4 days or (2) 50% of the Insured's trip length. The Company will only pay benefits for losses occurring within 14 calendar days after the named hurricane makes the Insured's destination accommodations uninhabitable. An Insured's destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a hurricane is named on or before the effective date of the Insured's Trip Cancellation coverage or less than 14 days after the effective date of the Insured's Trip Cancellation coverage. [This coverage applies only if insurance was purchased within [15] calendar days of initial Trip payment.]
- [(s) a documented theft of passports or visas]
- [(t) a road closure causing a delay in reaching the Insured's destination for at least [12] hours.
- [(u) Documented theft of an Insured's automobile that results in an Insured's inability to take their Trip.
- [(v) The Insured's normal pregnancy as long as the pregnancy occurs after the Insured's effective date of coverage and can be verified by medical records]
- [(w) The Insured will be attending a Family Member's childbirth as long as the pregnancy occurs after the Insured's effective date of coverage and can be verified by medical records.
- [(x) The Insured or a Traveling Companion are required to work during the scheduled Trip. The Insured or Traveling Companion must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of the Insured's or Traveling Companion's employer.]
- [(y) The Insured or a Traveling Companion become legally separated or divorced after the purchase of insurance and prior to the departure date, [provided that the insurance was purchased

within 14 calendar days of the initial Trip deposit or payment.]]

[(z) The Insured's company is directly involved in a merger or acquisition. The Insured must be an active employee of the company that is merging and the Insured must be directly involved in such an event.]

[aa) the primary or secondary school where the Insured or Traveling Companion attend(s) must extend its operating session beyond the pre-defined school year, due to Unforeseen events commencing during the policy effective period, and the travel dates for the Covered Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered:]

[ab) the Company will pay up to \$50 per day, up to a maximum of \$300 for the cost of transport organized by the tour operator to an alternative site if lack of snow conditions or avalanche results in the closure of skiing facilities (excluding cross-country skiing) in the Insured's resort and it is not possible to ski. The cover only applies:a) to the resort which the Insured has pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of the Insured's Trip.

[ac) loss or theft of the Insured's ski pass.

[ad) Lack of snow fall or adverse weather in the pre-booked Winter Sports resort if there is no alternative Winter Sports facility available which results in the inability to ski for at least 12 hours. A benefit will be paid for each full 24 hour period in which the Insured is unable to ski, up to the maximum as shown in the Schedule of Benefits.

The Insured must obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in the resort and the reason for the closure. The resort must have at least 75% of trails closed from lack of snow, severe weather or trail conditions, or Natural Disaster. [This coverage is only available if the Insured purchases the insurance at least [thirty days] prior to their departure date. Coverage is only available if the ski resort has snow makers and is more than 3,000 feet above sea level, or if the ski resort does not have snow makers and is more than 4,500 feet above sea level. This coverage is available from December 15 through March 30 for ski resorts in the Northern Hemisphere and June 15 through September 30 for ski resorts in the Southern Hemisphere.]

[ae) A serious Injury incurred by the Insured that causes them to be medically unable to continue their activity. An actual examination by a Physician must take place and the Physician must advise the Insured to discontinue the activity.]

[af) The Insured's business operations are interrupted by fire, flood, burglary, vandalism, product recall, bankruptcy or financial default.]

The Company will reimburse the Insured for the following:

[a) non-refundable cancellation charges imposed by the Participating Organization [and/or][Travel Suppliers]]

[b) airfare cancellation charges for flights [arranged by the Participating Organization in connection with

the Insured's Trip] commencing within [one day] of the Land/Sea Arrangements.]

[c) additional cost incurred if the skipper cancels his/her Trip for a covered reason and the Insured elects to replace him/her with a skipper.]

[d) tuition expenses not refunded by the Participating Organization.]

[e) if the Insured's Travel Supplier cancels the Insured's Covered Trip, the Insured is covered up to [\$75.00] for the reissue fee charged by the airline for the tickets. The Insured must have covered the entire cost of the Covered Trip including the airfare.]

[f. The amount of [forfeited,] [and] [prepaid,] [and] [non-refundable,] and [non-refunded,] [and] [unused] [published] payments or deposits that you paid for the Covered Trip [including the cost of this travel protection plan] [or change fees incurred in place of full penalties] [not including travel agency penalties.]

[g) travel agency fees [limited to \$100]]

[h) if the Insured used frequent traveler awards (frequent flyers miles or hotel rewards) for any part of a Trip, the Company will pay the fees incurred by the Insured for re-depositing those awards in the Insured's account if the Trip is canceled for any of the reasons described above. The Company will not pay more than an aggregate amount of \$500 for all Trips during the Individual Coverage Term for fees paid for re-depositing frequent traveler awards (frequent flier miles or hotel rewards). This does not increase the total benefits payable under this Trip Cancellation benefit as stated in the Letter of Confirmation.]

- (i) nonrefundable ski pass, ski or equipment rental, greens fees, or tuition fee [that were arranged separately from the vacation [up to a maximum of \$1,000 per Insured].]

[In no event shall the amount reimbursed exceed the lesser of [the amount the Insured prepaid for the Covered Trip] [or] [the maximum benefit shown on the accompanying Schedule of Benefits.]

[Coverage does not include default of a Participating Organization or other organization that results in loss of services.]

SPECIAL CONDITIONS: The Insured must advise the Participating Organization 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 the Insured notified the Participating Organization as soon as reasonable possible.

[SINGLE OCCUPANCY COVERAGE

The Company will reimburse the Insured, up to the maximum shown on the accompanying Schedule of Benefits, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with the Insured has his/her Trip delayed, canceled, or interrupted for a covered reason and the Insured does not cancel.]]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[TRIP] [EXCHANGE] INTERRUPTION

[The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is unable to continue on his/her Covered Trip due to the following Unforeseen events:]

[The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is unable to continue on his/her Covered Trip due to:]

- [(a) Sickness, Accidental Injury or death of the Insured, [Traveling Companion], [or] [Family Member] [or Business Partner:] which results in medically imposed restrictions as certified by a Physician at the time of loss preventing the Insured's continued participation in the Trip. [(1) The Insured's or the Traveling Companion's Sickness or Injury. The severity or acuteness of the condition must be so disabling as to reasonably cause the Trip to be interrupted and a Physician has recommended that due to the severity of the condition it is Medically Necessary that the Insured or the Traveling Companion interrupts the Trip. The Insured or the Traveling Companion must be under the direct care and attendance of a Physician.] [(2) The Insured or the Traveling Companion's death.] [(3) The Insured

or the Traveling Companion's spouse or child's Sickness or Injury. The severity or acuteness of his or her condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must interrupt the Trip.] [(4) Death of the Insured or the Traveling Companion's legal spouse; child; son-in-law; daughter-in-law; sibling; parent; parent-in-law; or grandparents.]]

- [(b) The Insured [and/or] [Traveling Companion] being hijacked, quarantined[in the location where the Insured is intending to travel[at the Insured's or Traveling Companion's home], [required to serve on a jury], [subpoenaed],[required to appear as a witness in a legal action, provided the Insured [a Traveling Companion] is 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 his/her principal place of residence made uninhabitable by fire, flood or other natural disaster;]; [or burglary of his/her principal place of residence within [10] days of departure.]
- [(c) The Insured or Traveling Companion being [directly involved in] [indirectly involved in] [or] [delayed due to] a traffic accident substantiated by a police report, while en route to departure].
- [(d) a transfer of the Insured by the employer with whom the Insured is employed on their Effective Date which requires his/her principal residence to be relocated [The transfer must be at least 250 miles away];]
- [(e) the death, or hospitalization of the Insured's Host at Destination;]
- [(f) If within [45 days] of the departure of an Insured, 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 the Insured has registered [and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary;] [This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[f] If there is a politically motivated Terrorist Attack in the [foreign] city of an Insured's Covered Trip coverage is provided for the cost of an economy one way coach ticket not to exceed [\$250], for the additional transportation required to return the Insured back to the [U.S.] city of departure. [Once the [program][Covered Trip] has begun there is no provision for recovery of transportation, tuition, room and board or other fees.]

[[g] The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war.] [Military duty (if within [30] days of departure, the Insured has his/her leave revoked or the Insured is reassigned.) [The Insured or Traveling Companion being called into active military service by having his/her leave revoked. Coverage does not apply if leave is revoked within [7] days of departure.]]

[h] Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than [14 days] following the Insured's Effective Date. [Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom the Insured purchased their Land/Sea Arrangements] [The Insured's Scheduled Departure Date must be no more than [15] months beyond the Insured's 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 the Insured's intended destination.][This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[i] An Insured is terminated, or laid off from employment subject to [five] years of continuous employment at the place of employment where terminated.]

[j] Natural Disaster or documented man-made disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable [limited to the cost of the airfare of the Insured's Covered Trip.]

[k. A cancellation of the Insured's Covered Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose [50%] or more of the scheduled Covered Trip duration due to the reasons covered under the Trip Delay Benefit;]]

[l. [Adverse weather] [or] [natural disasters] [or] [Terrorist Attacks] resulting in the complete cessation of travel services.]

[m. Adverse weather or natural disaster resulting in the obstruction of public roadways, or curtailment of public transportation, which prevents the Insured's ability to arrive at their Land/Sea Arrangements.]

[n. Mandatory evacuation ordered by local authorities at the Insured's final destination due to hurricane or other natural disaster. The Insured must have [four (4)] days or [50%] of their total Covered Trip length or less remaining on the Covered Trip, at the time the mandatory evacuation ends, in order to interrupt the Covered Trip.] [The Company will not pay any benefits for property that is accessible or habitable for [more than [48 hours] [50% of the Insured's trip

length]] [any time during the evacuation period.]

[The Company will not pay any benefits if the Insured has more than [48 hours] remaining of their Trip at the time the evacuation is lifted. [This benefit only applies if purchased within [7 days] [24 hours] of the initial trip payment.] [This benefit is subject to a [\$100] deductible.] [The maximum limit of coverage payable will be the lesser of [\$1,000 per person or 50% of the Insured's trip cost.]

[(o) Hurricane warning causing interruption of travel. Claims are not payable if a hurricane is foreseeable prior to an Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Insurer will not pay any benefits [14] calendar days after the incident occurs. [In order to cancel or interrupt the Insured's trip, he/she must have [4] days or [50%] of his/her total Trip length remaining or less.] [This benefits only applies if purchased within [7] [days] [24 hours] of the initial trip payment]. [This benefit is subject to a [\$100] deductible.] [The Maximum Limit of coverage payable will be the lesser of [\$1000 per person or 50% of the Insured's trip cost.]

[(p) [Strike that causes complete cessation of services for at least [48] consecutive hours.][Strike, resulting in the complete cessation of travel services [at the point of departure and/or destination.]] [A Strike is foreseeable on the date labor union members vote to approve a Strike.]

[(q) Weather [at the departure site] which causes complete cessation of services [of the Common Carrier] [for at least [48] consecutive hours] [and prevents the Insured from reaching their destination].]

[(r) Named hurricane causing interruption of travel to the Insured's destination that is uninhabitable for the

greater of: (1) 4 days or (2) 50% of the Insured's trip length. The Company will only pay benefits for losses occurring within 14 calendar days after the named hurricane makes the Insured's destination accommodations uninhabitable. An Insured's destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a hurricane is named on or before the effective date of the Insured's Trip Interruption coverage or less than 14 days after the effective date of the Insured's Trip Interruption coverage. [This coverage applies only if insurance was purchased within [15] calendar days of initial Trip payment.]

- [(s) A documented theft of passports or visas]
- [(t) Documented theft of an Insured's automobile that results in an Insured's inability to continue on their Trip.
- [(u) Breakdown of or accident to the bicycle being used by the Insured on the trip. Repair costs of up to [\$500] to make the bicycle roadworthy again. If a repair is not possible on the spot, the Company will pay the additional costs of travel, up to [\$500], to the point of departure or destination of that day's leg of the Trip. Flat tires are not covered.
- [(v) Theft of the bicycle being used by the Insured on the trip.
- [(w) A serious Injury incurred by the Insured that causes them to be medically unable to continue their activity. An actual examination by a Physician must

take place and the Physician must advise the Insured to discontinue the activity.]

The Company will pay for the following:

- (a) unused, non-refundable travel arrangements prepaid to the [Participating Organization] [Travel Suppliers]
- (b) additional transportation expenses incurred by the Insured]
- (c) up to the maximum shown in the accompanying Schedule of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket to [reach the original destination if the Insured is delayed and leaves after the Scheduled Departure Date][return the Insured to the return destination of the Trip as specified in the original travel documents][from the point where the Insured interrupted the Trip][or][rejoin the Trip [from the point where the Insured interrupted the Trip.]
- (d) if the Insured used frequent traveler awards (frequent flyers miles or hotel rewards) for any part of a Trip, the Company will pay the fees incurred by the Insured for re-depositing those awards in the Insured's account if the Trip is interrupted for any of the reasons described above. The Company will not pay more than an aggregate amount of \$500 for all Trips during the Individual Coverage Term for fees paid for re-depositing frequent traveler awards (frequent flier miles or hotel rewards). This does not increase the total benefits payable under this Trip Interruption benefit as stated in the Letter of Confirmation.]
- (e) In the event Your Trip is interrupted or canceled due to a covered reason, coverage is provided for the costs of unused non-refundable deposits and payments that were arranged separately from the

vacation for pre-paid lift tickets, green fees, equipment rentals and lessons up to a maximum of \$1,000 per insured.

[The Company will pay for reasonable additional meals, lodging, and transportation expenses incurred by the Insured [(up to [\$200] a day)] if a Traveling Companion must remain hospitalized or if the Insured must extend the Trip with additional hotel nights due to a Physician certifying the Insured cannot fly home due to an Accident or a Sickness but does not require hospitalization or if the Insured's Trip must be extended due to an Unforeseen event listed above.]]

[In no event shall the amount reimbursed exceed the lesser of [the amount the Insured prepaid for the Covered Trip] [or] [the maximum benefit shown on the accompanying Schedule of Benefits]].

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[TRIP DELAY

The Company will reimburse the Insured for Covered Expenses on a one-time basis, up to the maximum shown in the accompanying Schedule of Benefits, if the Insured is delayed en route to or from the Covered Trip

for [twelve (12)] or more hours due to [the events listed under Trip Cancellation and Trip Interruption][a defined Hazard]:

Covered Expenses Include:

- (a) [Any prepaid, unused, non-refundable land [air] and water accommodations;]
- (b) [Any reasonable additional expenses incurred;]
- (c) [An Economy Fare from the point where the Insured ended his/her Covered Trip to a destination where the Insured can catch up to the Covered Trip; or]
- (d) [A one-way Economy Fare to return the Insured to his/her originally scheduled return destination.]
- [(e) Meals and accommodations [limited to [\$200] per day]

[Expenses must be incurred by the Insured. The Company will not reimburse gas or automobile miles the Insured incurs during a covered delay.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[CHANGE FEE COVERAGE:

A maximum benefit of up to the amount indicated in the Insured's Letter of Confirmation is provided to cover for loss(es) the Insured incurs if the Insured has to change the dates of his/her airline ticket for the following reasons:

- a) All covered reasons listed under the Trip Cancellation and Trip Interruption benefits;
- b) The Insured or a Traveling Companion is delayed by Inclement Weather while en route to a departure provided the car was scheduled to arrive at the point of departure at least two hours before the scheduled time of departure.
- c) A medical emergency of the Insured, a Traveling Companion or a Family member. The emergency requires a documented examination by a Physician]

[MISSED CONNECTION

A maximum benefit of up to the amount on the accompanying Schedule of Benefits is provided to cover for loss(es) the Insured incurs due to missed [Cruise][Trip] departures which result from cancellation or delay (for [twelve] 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 Schedule of Benefits are provided to cover additional transportation expenses needed for the Insured(s) to join the departed [Cruise][Trip], [reasonable accommodation and meal expenses [(up to the per day amount shown in the Schedule of Benefits [and] [non-refundable trip payments for the unused portion of your [Cruise][Trip]]. [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][Trip] due to Inclement Weather.]

[ITINERARY CHANGE

In the event a cruise/tour supplier makes a change in the Insured's Covered Trip itinerary which prevents the Insured from participating in an event/activity pre-paid prior to departure and scheduled on the Insured's Covered Trip itinerary, nonrefundable pre-paid event/activity expenses will be payable up to the Maximum Benefit Amount.

Benefits will not be paid if the event/activity is rescheduled during the course of the Covered Trip.

Verification by the cruise/tour supplier of the change in the scheduled Covered Trip itinerary will be necessary for claim payment.]

[ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when an Insured, as a result of an Accidental Injury occurring during the Covered Trip, sustains a loss shown in the Table below. [The loss must occur within [365] days after the date of the Accident causing the loss.]

The Principal Sum is shown on the Schedule of Benefits. [The maximum benefits for any one single Accident is limited to [\$15,000,000] for all Insureds.]

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; [and]
2. eye means an entire and irrecoverable loss of sight[:] [.]
3. [speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and
4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.]

EXPOSURE

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

DISAPPEARANCE

The Company will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to an Accident.]

**[ACCIDENTAL DEATH AND DISMEMBERMENT
COMMON CARRIER (AIR ONLY)**

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below, that occurs while the Insured is riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. [The loss must occur within [365] days after the date of the Accident causing the loss.]

The Principal Sum is shown on the accompanying Schedule of Benefits.. [The maximum benefits for any one single Accident is limited to [\$15,000,000] for all Insureds.]

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

TABLE OF LOSSES

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

"Loss" with regard to:

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

EXPOSURE

The Company will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE

The Company will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip in which he/she was a passenger.]

[SICKNESS MEDICAL EXPENSE

The Company will pay [Reasonable and Customary] benefits up to maximum shown on the accompanying Schedule of Benefits [subject to any deductible and coinsurance], if an Insured incurs necessary Covered Medical Expenses as a result of a Sickness which first manifests itself [outside the Insured's Home Country] [except as otherwise stated in the policy] during the Covered Trip[outside the United States].. [[The Insured must receive initial treatment within [ninety (90)] days of the onset of the Sickness.] [All services, supplies or treatment must be received within [52] weeks following the onset of the Sickness].

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

- [(a) the services of a Physician;]
- [(b) charges for Hospital confinement and use of operating rooms;][Hospital or ambulatory medical-

surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery from a Sickness.)

- [(c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;]
- [(d) ambulance service;]
- [(e) drugs, medicines, prosthetics and therapeutic services and supplies;]
- [(f) emergency dental treatment for the relief of pain.]

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Sickness.]

[The Company will also reimburse the Insured [\$100] per day up to [100] days for Hospital costs due to Sickness.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[ACCIDENT MEDICAL EXPENSE

The Company will pay [Reasonable and Customary] benefits up to maximum shown on the Schedule of Benefits [subject to any deductible and coinsurance], if an Insured incurs necessary Covered Medical Expenses as a result of an Accidental Injury which occurs [outside the Insured's Home Country] [except as otherwise stated in the policy] during the Covered Trip[outside the United States].. [[The Insured must receive initial treatment for Accidental Injuries [while on the Covered Trip] [within [ninety (90)] days of the Accident which caused them.] [All services, supplies or treatment must be received within [52] weeks of the date of the Accident].

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

- [a) the services of a Physician];
- [b) charges for Hospital confinement and use of operating rooms] [Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered

- Trip, if recommended as a substitute for a hospital room for recovery from an Injury.];
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests];
- (d) ambulance service];
- (e) drugs, medicines, prosthetics and therapeutic services and supplies];
- (f) emergency dental treatment for the relief of pain].

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

[The Company will pay benefits, [up to \$750.00], for emergency dental treatment for Accidental Injury to sound natural teeth within [twelve (12) months] of the Accidental Injury.]

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Accidental Injury.]

[Hazardous Sports Coverage: if the Insured purchases the optional sports coverage, benefits will be paid up to the plan maximum, if the Insured becomes injured while

participating in any of the following sports: mountaineering where ropes or guides are normally used (4500 meter limit), parachuting bungee jumping, snowmobiling, scuba diving involving underwater breathing apparatus, snorkeling, jet skiing, water skiing, snow skiing, spelunking, parasailing, and snow boarding.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]

[EMERGENCY SICKNESS MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on the accompanying Schedule of Benefits [subject to any deductible], if an Insured incurs Covered Medical Expenses as a result of Emergency Treatment of a Sickness which first manifests itself during the Covered Trip [outside the United States].

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

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

- [(a) the services of a Physician;]
- [(b) charges for Hospital confinement and use of operating rooms;]
- [(c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;]
- [(d) ambulance service;] [and]
- [(e) drugs, medicines, prosthetics and therapeutic services and supplies].
- [(f) emergency dental treatment for the relief of pain.]

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Sickness.]

[If the Insured is hospitalized due to a Sickness which first occurred during the course of the scheduled Trip) beyond the date of the Scheduled Return Date, coverage will be extended until the Insured is released from the Hospital or until maximum benefits under the Policy have been paid.]

[The maximum benefit payable if the Insured has other insurance is up to \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The maximum benefit payable if the Insured does not have other insurance is \$100 for each day that medical care is provided, to a maximum benefit of \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The total combined payments under benefit payable with insurance and benefit payable without insurance under this plan will not exceed the maximum benefit amount shown under benefit payable with insurance.]

[The Company will also reimburse the Insured [\$100] per day up to [100] days for Hospital costs due to Sickness.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[EMERGENCY ACCIDENT MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on the accompanying Schedule of Benefits [subject to any deductible], if an Insured incurs Covered Medical Expenses for Emergency Treatment of an Accidental Injury which occurs during the Covered Trip[outside the United States]..

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

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

- [(a) the services of a Physician;]
- [(b) charges for Hospital confinement and use of operating rooms;]
- [(c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;]
- [(d) ambulance service;] [and]
- [(e) drugs, medicines, prosthetic and therapeutic services and supplies.]
- [(f) emergency dental treatment for the relief of pain.]

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

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

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Accidental Injury.]

[If the Insured is hospitalized due to an Accidental Injury which first occurred during the course of the scheduled Trip) beyond the date of the Scheduled Return Date, coverage will be extended until the Insured is released from the Hospital or until maximum benefits under the Policy have been paid.]

[The maximum benefit payable if the Insured has other insurance is up to \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The maximum benefit payable if the Insured does not have other insurance is \$100 for each day that medical care is provided, to a maximum benefit of \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The total combined payments under benefit payable with insurance and benefit payable without insurance under this plan will not exceed the maximum benefit amount shown under benefit payable with insurance.]

[Hazardous Sports Coverage: if the Insured purchases the optional sports coverage, benefits will be paid up to the plan maximum, if the Insured becomes injured while participating in any of the following sports: mountaineering where ropes or guides are normally used (4500 meter limit), parachuting bungee jumping,

snowmobiling, scuba diving involving underwater breathing apparatus, snorkeling, jet skiing, water skiing, snow skiing, spelunking, parasailing, and snow boarding.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[EMERGENCY EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the accompanying Schedule of Benefits, if an Accidental Injury or Sickness commencing during the course of the Covered Trip [outside the United States].results in the necessary Emergency Evacuation of the Insured. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of the Insured's Accidental Injury or Sickness warrants the Emergency Evacuation of the Insured.

Emergency Evacuation means:

- (a) the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to [the nearest Hospital where appropriate medical treatment can be obtained][their Hospital of choice];

- (b) after being treated at a local Hospital, the Insured's medical condition warrants transportation to the United States where the Insured resides, 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 the Emergency Evacuation of the Insured. All transportation arrangements made for evacuating the Insured 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 the Insured; and
- (c) authorized in advance by the Company or its authorized representative.

[Transportation of Dependent Children: If the Insured is in the Hospital [for more than [seven (7)] days] [following a covered Emergency Evacuation], the Company will return the Insured's dependents [and any minor persons under his/her care], who are left alone and are under [18] years of age and accompanying him/her on the scheduled Trip, [to their home], [to the domicile of a person nominated by the Insured or the Insured's next of kin] with an attendant if necessary.]

[Transportation to Join the Insured: If the Insured is [traveling alone and is] in a Hospital alone for more than [seven (7)] consecutive days [or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured 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 the Insured, for a single visit to and from the Insured's bedside][provided that repatriation is not imminent].

[If the Insured suffers an Injury or Sickness while on the Trip, which results in hospitalization and the attending Physician advises the Insured against driving their vehicle home, the Company will pay the charges imposed [up to \$1,000] to return the unattended vehicle to the Insured's primary residence. This coverage is only afforded to non-commercial vehicles.]

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 the Insured or already included within the cost of the Covered Trip.

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return the Insured's body to [the United States] [their primary residence] if he/she dies [during the Covered Trip][outside the United States][within the United States]. This will not exceed the maximum shown on the Schedule of Benefits.

[Covered Expenses include, but are not limited to, expenses for embalming, [cremation], casket for transport and transportation.] [Covered Expenses include: Coordinate the collection of the body of the deceased; Coordinate and pay for the transfer of the body to a professional funeral home; Pay for the embalming and preparation of the body or cremation if so desired; Pay for the provision of a standard shipping casket; Coordinate any required consular proceedings; Coordinate and pay for the transfer of the body to the airport and boarding of the casket for the trip; Coordinate and pay for any required permits and corresponding airfare; Coordinate and pay for the transfer of the deceased to its final destination.]

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

[[EMERGENCY EVACUATION BENEFIT

The Company will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if the Insured suffers an Injury or

Emergency Sickness that warrants his or her Emergency Evacuation while he or she is on a Trip. Benefits payable are subject to the Maximum Amount per Insured shown on the Schedule of Benefits for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes.

A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of the Insured's Injury or Emergency Sickness warrants his or her Emergency Evacuation to the closest adequate medical facility. It must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities.

The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

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

The Company will also pay reasonable and customary charges, up to the maximum escort limit shown on the policy, for escort expenses required by the Insured, if the Insured is disabled during a Trip and an escort is recommended in writing, by the Company's attending

Physician and must be pre-approved by the Assistance Company.

[ADDITIONAL BENEFITS:]

[If the Insured is hospitalized for more than [7 days]] [following a Covered Emergency Evacuation Expense], the Company will pay subject to the limitations set out herein, for expenses [:]

- [[1.]to return to [the United States] [or] [Canada] [where they reside],with an attendant if necessary, any of the Insured's Dependent Children [and any minor persons under his/her care]who were accompanying the Insured when the Injury or Emergency Sickness occurred and were left alone; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.]
- [[2.]to bring one person chosen by the Insured to and from the Hospital or other medical facility where the Insured is confined if the Insured is alone;[but not to exceed the cost of one round-trip economy airfare ticket.][:]][including reasonable, additional meals and lodging not to exceed [\$200] per day.]
- [3. to return the Insured from the medical facility to which he or she was evacuated to the Insured's Return Destination via Common Carrier, within [one year] from the Insured's [original Trip completion date,][date of hospitalization.] Commercial airfare costs will be in the same class of service, as the Insured's original airline tickets, or in business or first class as in compliance to Insured's medical necessities and requirements upon the discharge,

less refunds from the Insured's unused transportation tickets.

[In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will pay his/her airfare costs from that facility to the Insured's primary residence, within one year from the Insured's original Scheduled Return Date, less refunds from the Insured's unused transportation tickets. Airfare costs will be economy, or first class if the Insured's original tickets are first class. This benefit is available only if it is not provided under another coverage in the policy.]

[Transportation of Spouse [or Domestic Partner]: If the Insured is in the Hospital [for more than [seven (7)] days] [or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured will be required to stay in the Hospital for more than [seven (7)] consecutive days.] [or if the Insured dies on the Trip and requires Repatriation of Remains,] the Insurer will return the Insured's spouse [or Domestic Partner] to their primary residence.]

[Emergency Evacuation – means the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;]

[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 the Insured's condition or place

his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while coverage is in force as to the Insured suffering the symptom and during the Insured's Trip.]

[Transportation - means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.])

[The Company will pay for reasonable additional meals, lodging, and transportation expenses incurred by the Insured [(up to [\$200] a day)] if a Traveling Companion must remain hospitalized or if the Insured must extend the Trip with additional hotel nights due to a Physician certifying the Insured cannot fly home due to an Accident or a Sickness that does not require hospitalization.]

[The Insured may choose a Medical Evacuation to a Hospital in a city within the U.S. or Canada other than their city of residence, but the maximum amount payable is limited to the cost of a Medical Evacuation to their home city of residence.]

[Expenses are also payable for a non-emergency Medical Evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to the Insured's place of residence in the U.S. or Canada, when deemed medically necessary by the attending Physician, subject to the prior approval of the Assistance Company.]

[Expenses will be paid to the maximum shown on the the Schedule of Benefits for search, rescue or recovery operations if the Insured suffers an Accident or Illness on the covered Trip.]

RV Return: We will arrange **and pay** for the return of Your [RV][vehicle] to Your Permanent Primary Residence if we approved transporting You to Your Permanent Primary Residence under either the Transportation After Stabilization or Repatriation of Mortal Remains benefits. The vehicle must be in good condition and capable of being safely driven on the highway in compliance with local laws. We will also return an additional vehicle if it was hitched to Your RV. You must pay any costs required to maintain the safe operation of the vehicle during the return. The return must be approved and coordinated by Us and must be performed by one of Our contracted service providers. Alternatively, You may choose to have Your vehicle returned by a friend or family member. In such instance, and provided the vehicle is returned directly and expediently to Your Permanent Primary residence, We will provide reasonable transportation for that person to the location of the vehicle, and we will reimburse you for gas and tolls during the return. In addition, We will provide a \$100 per diem benefit for incidental expenses while driving.

[BAGGAGE/PERSONAL EFFECTS

The Company will reimburse the Insured, [the Insured's Family Member][the Insured's Traveling Companion] up to the maximum shown on the the Schedule of Benefits, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must be

owned by and accompany the Insured during the Covered Trip. [Original receipts must be provided for reimbursement.]

[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 Schedule of Benefits.]

[There will be a combined maximum limit shown on the Schedule of Benefits for the following:

jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sporting equipment, Ski Equipment, personal computers, radios, cameras, camcorders and their accessories and related equipment and other electronic items.]

[The Company will also reimburse the Insured for charges and interest incurred due to unauthorized use of the Insured's credit cards if such use occurs during the Insured's Trip and if the Insured has complied with all credit card conditions imposed by the credit card companies.]

[The Company will reimburse the Insured for fees associated with the replacement of the Insured's passport during the Insured's trip. Receipts are required for reimbursement.]

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of loss, theft or damage to baggage and personal effects, less depreciation [as determined by the Company][An amount based on the age of the item as follows:
If up to 12 months old, 90% of the purchase price;
if up to 24 months old, 50% of the purchase price
If up to 48 months old 25% of the purchase price
Over 48 months old 0%.of the purchase price.; or
- (b) the cost of repair or replacement.

EXTENSION OF COVERAGE

If an Insured has checked his/her property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[BAGGAGE/PERSONAL EFFECTS – BUSINESS EQUIPMENT ONLY

If the Insured's Business Equipment is damaged, lost, stolen or delayed by a Common Carrier for 12 hours or more, the Company will reimburse the Insured on one-time basis for the reasonable costs of renting Business Equipment during the Insured's Trip up to the amount indicated [on the Schedule][on the Insured's Letter of Confirmation]. A police report is required if the Insured's Business Equipment is stolen. A Common Carrier report is required for proof of damage, delay, or loss by a Common Carrier. Original receipts and list of stolen, damaged or lost business equipment must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the Business Equipment is damaged.

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[LOST BAGGAGE

The Company will pay benefits if an Insured's Checked Baggage is lost due to theft or misdirection [or damaged] by a Common Carrier while the Insured is on a Covered Trip and is a ticketed passenger on the Common Carrier.

[Benefits will also be paid for Carry-On Baggage that is lost or stolen while the Insured is on a Covered Trip and is a ticketed passenger on a Common Carrier.]

The Company will reimburse the Insured for the cost of replacement of the baggage and its contents up to the maximum shown on the Schedule of Benefits.

[There is a deductible per occurrence as shown on the Schedule of Benefits.]

[There will be a per article limit shown on the Schedule of Benefits.]

[There will be a combined maximum limit shown on the Schedule of Benefits for the following:

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

All claims must be verified by the Common Carrier who must certify the loss or theft occurred while in possession of the Common Carrier or while the Insured was riding in the Common Carrier for Carry on Baggage.

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].

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 an Insured has checked his/her property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[BAGGAGE DELAY [(Outward Journey Only)]

The Company will reimburse the Insured [for the expense of necessary personal effects][for the cost of ski rentals], up to the maximum shown on the the accompanying Schedule of Benefits, if [the Insured's Checked Baggage is] [skis checked as baggage are] delayed or misdirected by a Common Carrier for more than [twenty-four (24)] hours, while on a Covered Trip, [except for travel to final destination or place of residence].

[The Company will provide the Insured with a Village Boutique Voucher for the equivalent of [\$100] for the cost

of necessary personal effects (when air travel arrangements are made by Club Med) if [the Insured's Checked Baggage is] delayed or misdirected for more than [twelve (12)] hours after the Insured's arrival at the village.]

The Insured 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.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

**[HOTEL/MOTEL BURGLARY
[U.S. & CANADA ONLY]**

An Insured's coverage under HOTEL/MOTEL BURGLARY coverage begins upon Check-In.

An Insured's coverage will end under HOTEL/MOTEL BURGLARY coverage the earliest of the following:

- (a) the date of Check-In if the required premium is not paid (unless due to clerical error by the Policyholder, Participating Organization, or the Company);
- (b) upon Check-Out.

The Company will reimburse the Insured, up to the maximum shown on the Schedule of Benefits, if the Insured's personal property is stolen from his/her Hotel/Motel room.

The Company will pay benefits only if:

- (a) there is evidence of Forceful Entry;
- (b) the Insured makes a sworn statement to police authorities having jurisdiction within 24 hours and furnishes a notarized copy of his/her statement with his/her claim;
- (c) the Hotel/Motel verifies the loss.

The Company will reimburse the Insured for the cost of replacement of the personal property or its depreciated value, if not replaced, less any amounts paid or payable by:

- (a) the Hotel/Motel [or;
- (b) any other valid and collectible insurance available to the Insured, whether such other insurance is stated to be primary, contributing, excess or contingent.]

In no event will the amount exceed the maximum shown on the the accompanying Schedule of Benefits.

If the loss is part of a pair or set, the Company will pay benefits only for the part(s) lost.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

**[[COLLISION DAMAGE WAIVER][RENTERS
COLLISION INSURANCE]**

If the Insured rents 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 the Insured's 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 Schedule of Benefits][subject to any deductible.]

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

[This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[HOTEL OVERBOOKING]

The Company will pay up to [\$100] in additional expenses per room for one night's lodging for each room guaranteed or confirmed through the Insured's travel agent that is oversold if the Insured's hotel is unable to provide reasonable alternative accommodations.]

[PET CARE HOME ALONE]

The Company will pay the Insured up to [\$25] per day up to a maximum of [\$200] in total for any one claim to cover additional boarding fees incurred after the first [24 hours] of the Insured's delayed return from his/her Trip due to in-patient treatment overseas which results in the Insured's pet exceeding a pre-booked period of accommodation within a recognized Boarding Kennel, Cattery, or Animal Shelter. The Insurer will not pay for the following in addition to the General Exclusions: 1) Claims which are not substantiated by a written report from the Boarding Kennel, Cattery, or Animal Shelter. 2) Any fees incurred in the first [24 hours] or which did not form part of the original pre-booked duration for the Insured's pet.]

[CHANGE OF MIND COVERAGE]

The Insurer will reimburse [up to \$250] for cancellation penalties of a covered Trip by the Insured prior to the Scheduled Departure Date because of a change in the Insured's plans. Other than this payment, no benefits are payable for loss caused by the Insured changing his/her plans. The Change of Mind Coverage benefit will not be paid in combination with any other benefit, and is only in

effect if the insurance was purchased within [15 days] of initial trip payment.]

[SECURITY DEPOSIT WAIVER:

If, during a Stay at a Rental Property, an Insured Person, cause[s] any damage to, or theft of, real or personal property of the Rental Property as a result of inadvertent acts or omissions, the Company will reimburse the Participating Organization for the cost of repair or replacement of such property up to Maximum Benefit shown in the on the Schedule of Benefits.

The following definitions, terms, conditions and exclusions apply only with respect to Security Deposit Waiver Coverage:

SECURITY DEPOSIT WAIVER COVERAGE DEFINITIONS

["Coverage" means any other fund or insurance policy (except this Policy and any fund or insurance policy providing the Participating Organization with coverage for any claims, causes of action or rights the Insured or such other person may have against the Participating Organization).]

["Insured" as used in this coverage, means a person who: (a) is a registered guest at a Rental Property; (b) completes any required enrollment form for Security Deposit Waiver coverage; and (c) for whom premium has been paid by check-in at the Rental Property.]

["Insured Person" as used in this coverage means the Insured and all persons booked to share the same unit of accommodations at the Rental Property.]

["Rental Property" means a property [owned][managed] by the [Participating Organization].

["Stay" means the duration of time from the date the Insured checks-in at the Rental Property to the date the Insured checks-out of the Rental Property.]

["Third Party(ies)" means any person, corporation or other entity (except the Insured, [the Participating Organization] and the Company).]

SECURITY DEPOSIT COVERAGE EFFECTIVE AND TERMINATION DATES

Effective Dates. The Security Deposit Waiver coverage will take effect on the date and time the Insured checks-in as a registered guest at the Rental Property, provided the appropriate premium has been paid by check-in.

Termination Dates. The Security Deposit Waiver coverage will end on the earlier of: (1) the normal check-out time on the Insured's scheduled check-out date from the Rental Property; or (2) the actual date of departure of the Insured from the Rental Property.

In no event will the Policy cover a Stay longer than [180] days from the date of check-in as a registered guest at a Rental Property.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this coverage part.

SECURITY DEPOSIT COVERAGE EXCLUSIONS

Benefits will not be provided for any loss or damage due to:

- (a) Natural Disaster;
- (b) intentional acts of an Insured Person;
- (c) gross negligence, willful or wanton conduct by an Insured Person;
- (d) any cause, if the Insured does not report the loss or damage to the staff of the Rental Property by the Termination Date;
- (e) normal wear and tear of the Rental Property unit;
- (f) damage caused by any pet or other animal brought into the Rental Property unit;]
- (g) loss of use of the Rental Property unit;]
- (h) theft or damage to any property owned by or brought by an Insured Person onto the Rental Property premises;]
- (i) theft or damage caused by anyone [visiting][other than] an Insured Person;]
- (j) theft without a valid police report;]
- (k) damage without a valid police report][unless the damage is caused by an Insured Person;]]
- (l) damage or theft in a Rental Property unit if the number of persons occupying the unit exceeds that unit's occupancy limit.]

SECURITY DEPOSIT COVERAGE NOTICE OF CLAIM.

All damage or theft for which a claim may be made under this coverage must be reported to the [Participating Organization] [Rental Property staff] no later than the Termination Date.

SECURITY DEPOSIT COVERAGE DISPUTE RESOLUTION.

All suits, actions or legal proceedings seeking determination of the rights and liabilities of the parties under this coverage shall be submitted to binding arbitration in accordance with the Federal Rules of Civil Procedure. A written demand for arbitration hereunder must be made by the Insured and served on the Company on or before three years from the date of the loss or be barred. No demand for arbitration can be brought to recover benefits unless 60 days have elapsed following written submission to the Company of the Proof of Loss information required.

SECURITY DEPOSIT SUBROGRATION AND RIGHT OF RECOVERY.

As a condition to receiving Security Deposit Waiver benefits under this coverage t, the Insured (or, if he or she is deceased, an authorized representative of the Insured) or the person to whom payment was made, agrees, except as may be limited or prohibited by applicable law:

1. To reimburse the Company for any such benefits paid to or on behalf of the Insured or such other person, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. Without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured or such other person, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the

condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the condition for which the Insured claims an entitlement to Policy benefits.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

[SECURITY AND POLITICAL EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the Schedule of Benefits if an Emergency Security Situation or a Political Situation commences while You are in a Host Country and results in Your Security Evacuation or Political Evacuation if such evacuation is reasonably possible under the circumstances. The Company will pay benefits for Your Security Evacuation or Political Evacuation only if the actual evacuation process has been initiated within seven (7) days from the initial evacuation notice advised or posted, whichever is earlier, by the recognized government of Your Home Country or the Host Country.

Following a Security Evacuation or a Political Evacuation and when safety allows, the Company will pay for one-way economy airfare to return You to either the Host Country or Your Home Country, whichever country you designate.

Additional Services

The Company will pay the Assistance Company to provide the following services:

1. The Assistance Company will arrange for Your Security Evacuation or Political Evacuation as provided and limited herein.
2. The Assistance Company will assist You with the arrangement of ground transportation to the designated international airport or other safe departure point. You will be responsible for any costs associated with this segment of the evacuation.
3. If Your Security Evacuation becomes impractical due to hostile or dangerous conditions, the Assistance Company will maintain contact with You and advise You until evacuation becomes viable or the Emergency Security Situation has passed.
4. Upon Your request, the Assistance Company will provide You with the latest authoritative information and security guidance from its security database.
5. In the event You feel Your personal safety is threatened, but the situation does not dictate a Security Evacuation or Political Evacuation and You still request to be evacuated, the Assistance Company will assist You with the evacuation arrangements. You will be responsible for the costs associated with this type of voluntary evacuation.

These payments are in addition to the maximum shown on the accompanying Schedule of Benefits for Security Evacuation or a Political Evacuation.

Assistance Company means the service provider with which the Company has contracted to coordinate and deliver the services as described herein.

Covered Expenses means the necessary expenses incurred by You in Your Security Evacuation or Political Evacuation which do not exceed the maximum shown on the accompanying Schedule of Benefits for Security Evacuation or a Political Evacuation.

Emergency Security Situation means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in a Host Country, which in the opinion of either the recognized government of Your Home Country or the Host Country immediate evacuation is advised. Emergency Security Situation does not include natural disasters.

Home Country means the country or territory as shown on Your passport.

Host Country means a country or territory You are visiting or in which You are living which is not Your Home Country.

Political Evacuation means:

- (a) The Political Situation warrants immediate transportation from Your Host Country;
- (b) You have notified the Assistance Company regarding the need to evacuate; and
- (c) The Assistance Company has arranged Your evacuation from an international airport or other safe departure point they designate to the nearest safe haven.

Political Situation means a written recommendation by officials of Your Home Country that You leave Your Host Country for non-medical reasons, or if You are expelled

or declared "persona non grata" on the written authority of Your Host Country.

Security Evacuation means:

- (a) The Emergency Security Situation warrants immediate transportation from Your Host Country;
- (b) You have notified the Assistance Company regarding the need to evacuate; and
- (c) The Assistance Company has arranged Your evacuation from an international airport, or other safe departure point they designate, to the nearest safe haven.

SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS

1. The benefits and services described herein are provided to You only if the Assistance Company provides or coordinates them.
2. The Assistance Company has sole discretion regarding the means, methods and timing of a Security Evacuation or a Political Evacuation. However, the decision to travel is Your sole responsibility.
3. You will be responsible for all transportation and living costs while at the safe haven.
4. The Company and/or the Assistance Company are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond their control. This includes Your failure to obtain Security Evacuation or a Political Evacuation, or any additional services where the rendering of such evacuation or service is prohibited by United States of America law, local laws or regulatory agencies.

5. Security Evacuation and Political Evacuation are not covered from Afghanistan, Iraq or Somalia.
6. The maximum shown on the accompanying Schedule of Benefits for Security Evacuation or a Political Evacuation is in US currency and applies per person per Emergency Security Situation or Political Situation.
7. The Company will not pay any costs or expenses arising from:
 - a. Security Evacuation or a Political Evacuation from Your Home Country.
 - b. Security Evacuation or a Political Evacuation when the Emergency Security Situation or Political Situation precedes Your arrival in the Host Country.
 - c. Security Evacuation or a Political Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven(7) days and You have failed to notify the Assistance Company regarding the need to evacuate.
 - d. The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
 - e. More than one (1) Security Evacuation or a Political Evacuation from a country or territory per individual per annual term.]

SECTION IV. GENERAL DEFINITIONS

GENERAL DEFINITIONS

["**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 the Insured is traveling.]

["**Accidental Injury**"] means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the loss.]

["**Active Military Duty**"] means serving in the United States Armed Forces on a full-time basis, not including the United States Armed Forces Reserves.]

["**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.]

["**Adventure Sports**"] means Leisure and non-professional sporting competitions in: Cycling, Mountain Climbing up to 15,000 feet, Fishing, Scuba diving for Qualified Divers up to a maximum depth of 40 meters (131 feet) and for Unqualified Divers up to a maximum depth of 30 meters (98 feet), Snorkeling, White or Black Water Rafting (Grades 1-4), Canoeing, Kayaking, Water Skiing, Camping, Hiking, Backpacking and Sailing. Leisure and non-professional sporting competitions in: Downhill and Cross Country Skiing, Snowboarding (including off-trail skiing, except as designated unsafe by the resort management), Snow

Mobiling, Tobogganing, Snow Tubing and Ice Skating.]

["**Annual Term**"] means that premium is paid on an annual basis. The Insured's insurance will continue in effect until 11:59 p.m. on the 366th day after the date of the Coverage Term starts as shown in Your Letter of Confirmation. The insurance will continue for subsequent annual terms, subject to timely payment of premium. The Insured may terminate this program by giving the Insurer 31 days advance written notice. The Insurer will refund any unearned premium.]

["**Assistance Company**"] means the service provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.]

["**Baggage**"] means luggage and personal possessions, whether owned, borrowed, or rented, taken by the Insured on the trip.]

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

["**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 the Insured within twelve months from the date of the Accident.]

["**Business Equipment**" means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.]

["**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 the Insured while traveling on a Common Carrier.]

["**Checked Baggage**" means a piece of baggage for which a claim check has been issued to the Insured by a Common Carrier.]

["**Check-In**" means the moment the Insured registers at the Hotel/Motel.]

["**Check-Out**" means the moment the Insured vacates the Hotel/Motel room and pays the itemized total costs incurred for his/her stay.]

["**City**" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.]

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

["**Company**" means Arch Insurance Company.]

["**Complication of Pregnancy**" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.]

["**Covered Expenses**" shall mean expenses incurred by the Insured which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the accompanying Schedule of Benefits, under each stated benefit.]

["**Covered Trip**" means any class of scheduled trips, tours or cruises shown in the Application for which the [Insured] requests coverage and remits the required premium.]

["**Cruise**" means any prepaid sea arrangements made by the Participating Organization.]

["**Custodial Care**" means care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care include help in walking or getting out of bed; assistance in bathing, dressing or feeding; or supervision over medications which could normally be self-administered.]

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

["**Dependent Child(ren)**" means [one of] the Insured's children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age [19] and primarily dependent on the Insured for support and maintenance; or (2) [who is at least age 19 but less than age 23] and who regularly attends [an institution of learning] [an accredited school or college]; and who is primarily dependent on the Insured for support and maintenance.]

["**Dependent**" means lawful spouse [and/or] unmarried children under [18] years of age.]

["**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.]

["**Economy Fare**" means the lowest published rate for a [one-way] [round trip] [economy ticket.]

["**Effective Date**" means the date and time an Insured's coverage begins, as outlined in the General Provisions section of the Policy.]

["**Eligible Person**" means [a citizen or resident of the United States] [a person] who is covered under a Class of Eligible Persons shown on the Application and who [is scheduled to take a Covered Trip;] [elects coverage]; [the required premium is paid] [Also defined as "You," or "Your"] [the person enrolled for coverage, the Insured's spouse, and unmarried Dependent Children of the Insured who are under 19 years of age (24 if a full-time student). [If a mental or physical handicap prevents a

Dependent Child from self-support when he/she reaches the termination age, he/she may remain as an Eligible Person under the Policy. Proof of such incapacity and dependency must be furnished to the Company within 31 days of the child's attainment of the termination age and not more frequently than annually thereafter.]]

["**Emergency Evacuation**" means the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to [the nearest Hospital where appropriate medical treatment can be obtained][their Hospital of choice;]

["**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 the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while coverage is in force as to the Insured suffering the symptom and during the Insured's Trip.]

["**Exchange**" means an agreement between an owner of a time-share vacation property and [the Travel Supplier] whereby a confirmed transfer of a time share takes place].

["**Exchange Trip**" means the Insured's pre-arranged Trip based on the Insured's Scheduled Arrival and Departure Dates to the Exchange property and including the day before the Insured's arrival date and the day after the Insured's departure date].

["**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] [Any vehicle with an original manufacturer's suggested retail price greater than [\$25,000] [and] [Yugo.] [This is not a comprehensive list, please contact Your Administrator for eligibility]

["**Family Member**" means [the Insured's] [the Insured's or Traveling Companion's] [legal or common law spouse], [Domestic Partner], [The Insured's or Domestic Partner's] [care giver] [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], [who reside in the United States, Canada or Mexico.]]

["**Forceful Entry**" means that someone illegally accessed the Insured's Hotel/Motel room by breaking in a door, window or surrounding walls.]

["**Guest**" means a person who is scheduled to travel on an Exchange Trip or a Trip to a home resort, has been provided a Guest certificate by [a timeshare member], whose Guest certificate has been applied to an Exchange].

["**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 the Insured or Traveling Companion is [directly or] not directly involved.]
- (c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, Natural Disaster, [civil commotion or riot.]]
- (d) A closed roadway causing cessation of travel to the [Participating Organization] [destination of the Covered Trip] (substantiated by the department of transportation, state police, etc.)
- (e) Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation Records.]

["**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.]

["**Host at Destination**" means a person with whom the Insured is sharing pre-arranged overnight accommodations at the host's usual principal place of residence.]

["**Hotel/Motel**" means an establishment [located in the United States or Canada] that provided lodging for the general public and usually meals, entertainment and various personal services.]

["**Hotel/Motel Burglary**" means Forceful Entry into the Insured's Hotel/Motel room which results in the Insured suffering a loss of personal property.]

["**Inclement Weather**" means any severe weather condition [other than a hurricane] which delays the scheduled arrival or departure of a Common Carrier.]

["**Individual Coverage Term**" means the period of time beginning when the Insured has been enrolled for coverage under the Policy and for whom the required premium has been paid.]

["**Injury**" means Bodily Injury caused by an Accident occurring while the Policy is in force, and resulting directly and independently of all other causes of Loss covered by the Policy. The Injury must be verified by a Physician and require emergency care.]

["**Insured**" means an Eligible Person (as defined above and included in the Class of Eligible Persons on the Application) while covered under the Policy.]

["**Land/Sea Arrangements**" means [land and or sea arrangements made by the Participating

Organization][Travel Supplier] [any activities undertaken by the Insured while in the Individual Coverage Term.]

["**Loss**" means injury or damage sustained by the Insured as a result of one or more of the occurrences against which the Company has undertaken to indemnify the Insured.]

["**Maximum Benefit**" means the largest total amount of Covered Expenses that the Company will pay for the Insured [as found on the ID card].]

["**Medically Necessary**" means that a treatment, service, or supply is: [(1) is essential for diagnosis, treatment or care of the Injury or Sickness for which it is prescribed or performed;] [(2) meets generally accepted standards of medical practice;] [and] [(3) is ordered by a Physician and performed under his or her care, supervision or order.]

["**Natural Disaster**" means [flood,] [fire,] [hurricane,] [tornado,] [earthquake,] [volcanic eruption,] [blizzard] [or] [avalanche] that is due to natural causes.]

["**Participating Organization**" means a travel agency, tour operator, cruise line, airline or other organization who applies for coverage under the Policy and remits the required premium to the Company.]

["**Physician**" means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be the Insured, a Traveling Companion or a Family Member.]

["**Policy**" shall mean, the master Policy, this document, the Application and any endorsements, riders or amendments that will attach during the period of coverage.]

["**Pre-Existing Condition**" means any injury, sickness or condition of the Insured, [Traveling Companion] [Family Member booked to travel with the Insured] [the Insured's and/or Traveling Companion's Family Member] for which within the [sixty (60)] day period prior to the effective date [of Trip Cancellation coverage] 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.] [The Pre-Existing Conditions exclusion is waived if the Insured enrolls in the Policy at the time the Insured pays the deposit required for their Trip [(or within [10] [days] of the initial deposit)] and the Insured purchases the Policy for the full cost of their Trip.][Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

- (a) the expiration of [12] consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition; or
- (b) the expiration of [24] consecutive months, beginning with the effective date of coverage.]

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

["Pre-Existing Condition" means any Injury, sickness or condition of the Insured, [Traveling Companion] [Family Member booked to travel with the Insured] [the Insured's and/or 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. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription] [The Pre-Existing Conditions exclusion is waived if the Insured enrolls in the Policy at the time the Insured [pays the deposit required for their Trip] [(or within [15] [days] of the initial deposit)] [makes the final payment for their Trip] and the Insured purchases the Policy for the full cost of their Trip.]

["Policyholder" means the Policyholder shown on the face page of the Policy.]

["Qualified Diver" means a diver that is certified by a recognized Scuba Diving Authority such as PADI.]

["Recreational Ski Racing" means any race which does not contain a points system which counts towards a professional or amateur circuit.]

["Schedule" means the accompanying Schedule of Benefits .]

["Scheduled Departure Date" means [the date on which the Insured is originally scheduled to leave on the Trip.][the first day of any Covered Trip taken during the Individual Coverage Term].

["Scheduled Return Date" means [the date on which the Insured is originally scheduled to return to the point of origin or to a different final destination.][the last day of any Covered Trip taken during the Individual Coverage Term.]

["Sickness" means an illness or disease which is diagnosed or treated [by a Physician] after the effective date of insurance and while the Insured is covered under the Policy.]

["Ski Equipment" means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snowsports equipment.]

["Strike" means [any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier] [a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts. Coverage is only valid if an Insured's trip cancellation coverage is effective prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.]]

["Strike" means a stoppage of work: (a) announced, organized and sanctioned by a labor union; and (b) which interferes with the normal departure and arrival of a Common Carrier. This includes work slowdowns and sick-outs.]

["Terrorist Attack" means an incident deemed an act of terrorism by the U.S. Department of State][the U.S. Government.]

["Transportation" means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.]]

["Traveling Companion" means [person(s) named and traveling under the same reservation as the Insured] [person(s) booked to accompany the Insured on the Insured's Trip] [person(s) sharing travel arrangements with the Insured] [(to a maximum of four (4) persons including the Insured)][the lessor of five (5) people booked to accompany the Insured on the Insured's Exchange, or the maximum occupancy of the Exchange, less one (1) person][a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.]]

["Travel Supplier" means tour operator, cruise line, hotel etc. who has made the land and/or sea arrangements.]

["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] [any trip taken during the Individual Coverage Term] [travel arrangements charged to the eligible credit card][prepaid course arrangements][the date of travel shown on the Insured's membership confirmation letter for which the Insured purchased this plan][Travel must be more than [100 miles] from the

Insured's [legal] [primary] residence][Maximum Trip duration is [6 months]][Coverage is available for persons under age (70)].[Trip means a period of round-trip travel to a destination that is at least [100 miles] from the Insured's primary place of residence.]

["Unforeseen" means not anticipated or expected and occurring after the effective date of the policy.]

["Unqualified Diver" means a diver who is not certified by a recognized Scuba Diving Authority such as PADI.]

["Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.]

["Winter Sports" means bob-sledding, cross country skiing, curling, dog-sledding, heli-skiing, heli-boarding, ice skating, mono skiing, off-piste skiing, off-piste snowboarding, recreational racing, skiing, snowparks, snowboarding, snow mobiling, tobogganing, ski-tours (including where ropes are used for safety purposes.)

SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS

LIMITATIONS AND EXCLUSIONS

[The following exclusions apply to [Trip][Exchange] Cancellation] [Trip][Exchange] Cancellation within [48] hours of departure], [Trip][Exchange] Interruption], [Trip Delay], [Missed Connection], [Itinerary Change], [Accidental Death & Dismemberment], [Common Carrier (Air Only)], [Accidental Death & Dismemberment], [Sickness Medical Expense], [Accident Medical Expense],

[Emergency Sickness Medical Expense], [Emergency Accident Medical Expense], [Emergency Evacuation], [Repatriation of Remains], [Collision Damage Waiver],[Hotel Overbooking],[Pet Care Home Alone],[Change of Mind Coverage]:

Loss caused by or resulting from:

- [1. Pre-Existing Conditions, as defined in the Definitions section [(except Emergency Evacuation and Repatriation of Remains)][unless the Policy is purchased [at the time of deposit] [within [15 days] of the initial Trip deposit]][unless coverage was purchased at time of [guaranteed][final] payment;][The booking for the Covered Trip must be the first and only booking for this travel period and destination.] [The Insured is not disabled from travel at the time they [pay the premium][make their Land/Sea Arrangements][the Covered Trip cost per person is no more than [up to \$10,000] [and] [the total cost of the Covered Trip is no more than [up to \$50,000.] [the Insured must purchase the policy for the full cost of their Trip]
- [2. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only) [committed by the Insured, Traveling Companion or Family Member, whether insured or not;] [unless results in the death of a non-traveling immediate Family Member];]
- [3. Intentionally self-inflicted injuries;]
- [4. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;]
- [5. Participation in any military maneuver or training exercise][police service] [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 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;]

- [6. Piloting or learning to pilot or acting as a member of the crew of any aircraft;]
- [7. Mental or emotional disorders, [unless hospitalized];] [conditions which manifest themselves as a mental or nervous disorder regardless of origin;]
- [8. Participation as a professional in athletics;] [participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events or scuba diving.]
- [9. Participation in underwater activities;]
- [10. [Expenses incurred as a result of]being under the influence of drugs or intoxicants, unless prescribed by a Physician][unless results in the death of a non-traveling immediate Family Member;
- [11. Commission or the attempt to commit a criminal act [by the Insured, Traveling Companion, or Family Member, whether insured or not;]]
- [12. Participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; [any race][racing by horse, motor vehicle, or motorcycle][motorcycle/motor scooter riding]; bungee cord jumping; and speed contest][speed contest shall not include any of the regatta races][scuba diving][deep sea diving][spelunking or caving] [heliskiing][extreme skiing;][rock climbing]
- [13. Dental treatment except as a result of an injury to

- sound natural teeth [within [twelve (12)] months of the Accidental Injury][limited to \$750];
- [14. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;]
- [15. Pregnancy and childbirth (except for complications of pregnancy)][except if hospitalized];
- [16. Curtailment or delayed return for other than covered reasons;]
- [17. Traveling for the purpose of securing medical treatment;]
- [18. Services not shown as covered;]
- [19. 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;]
- [20. Confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions;]
- [21. Care or treatment which is not medically necessary;]
- [22. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;]
- [23. Care or treatment that is payable under any insurance policy that does not require deductible and/or coinsurance payments by the Insured;]
- [24. Injury or Sickness when traveling against the advice of a Physician;]
- [25. 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;]

- [26. A loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the [policy] [plan] is not in effect for you.]
- [27. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;]
- [28. Civil disorder or riot;]
- [29. Venereal disease or syphilis or other sexually transmitted disease.]
- [30. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen.]
- [31. Expenses for Custodial Care, whether recommended by a Physician or not.]
- [32.. Adventure Sports, as defined [unless the required premium has been paid.]]
- [33. Travel to Iraq or Afghanistan][Cuba][Africa][any country subject to a current travel warning issued by the U.S. Department of State]
- [34. Expenses not approved by the Assistance Company in advance.]
- [35. Multiple evacuations for the same condition.]
- [36. Expenses for cremation or burial.]
- [37. Any sickness-related medical expenses [except for enses.]
- [38. Riding or driving in any motor competition.]
- [39. Expenses resulting from a motor vehicle accident, unless the Insured is properly licensed to operate the vehicle at the place and time of the accident.]

[The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported

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

[The following exclusions apply to [Baggage/Personal Effects],[Baggage/Personal Effects-Business Equipment Only], [Baggage Delay], [Lost Baggage]:

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 collectors 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. personal computers][telephones, computer hardware or software;]
- [21. sporting equipment if loss or damage result 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.]
- [14. property that is left in a vehicle if the vehicle is not properly secured.]

[The following exclusions apply to Hotel/Motel Burglary:

- [1. cash;]

- [2. checks;]
- [3. securities;]
- [4. credit cards;]
- [5. other negotiable instruments;]
- [6. tickets;]
- [7. documents;]
- [8. coins;]
- [9. deeds;]
- [10. bullion;]
- [11. stamps;]
- [12. business items;]
- [13. personal computers;]
- [14. forcible exit;]
- [15. eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs.]

The Company will not pay for delay, loss of market, or indirect or consequential losses or damages of any kind.]

[The following exclusions apply to loss or damage of Business Equipment:

- The Company will not pay for loss or damage for:
- [1. items other than Business Equipment;
 - [2. intentional acts;
 - [3. gross negligence or willful and wanton conduct;
 - [4. Business Equipment shipped as freight or shipped prior to the Insured's Scheduled Departure Date;
 - [5. Business Equipment that is left in or on a vehicle or a car trailer;
 - [6. Business Equipment that is lost by a Common Carrier and the loss is not reported to the Common Carrier within 24 hours after the loss and a claim is not filed with the Common Carrier;
 - [7. Business Equipment that is stolen and the theft is not reported to the appropriate authorities; or

- [8. Damage to the Business Equipment resulting from defective materials or workmanship, ordinary wear and tear and normal deterioration.]

[The following exclusions apply to [Collision Damage Waiver][Renters Collision Insurance]:

- [1. Any obligation the Insured assumes under any agreement (except insurance collision deductible);]
- [2. Rentals of [trucks] [trucks that are over [18] feet long], [campers], [trailers], [off-road vehicles] [four-wheel drive vehicles], [motor bikes], [motorcycles], [recreational vehicles] [or] [Exotic Vehicles;]]
- [3. Any loss which 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 company;]
- [5. Damage to any other vehicle, structure or person as a result of a covered loss.]]
- [6. Glass damage;]
- [7. Overhead damage;]
- [8. Tire damage.]

[The following duties in the event of loss apply to [Collision Damage Waiver] [Renters Collision Insurance]:

- [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.]]

SECTION VI. COORDINATION OF BENEFITS

[COORDINATION OF BENEFITS

Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

"Plan" is a form of contract written on an expense incurred basis which provides benefits or services for, or

because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policy holder pays the premium.

"Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

"This Plan" is the parts of this Policy that provide benefits for health care expenses on an expense incurred basis.

"Primary Plan" is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or
- (b) all Plans which cover the person use the same order of benefits determination rules as in this contract,

and under those rules the Plan determines its benefits first.

"Secondary Plan" is one which is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of the contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under the rules of the contract, has its benefits determined before those of that Secondary Plan.

"Allowable Expense" is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

"Claim" is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

"Claim Determination Period" is the period of time, which must not be less than 12 consecutive months, over which

Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether overinsurance exists; and (b) how much each Plan will pay or provide.

For the purposes of the Policy, Claim Determination Period is the period of time beginning with the effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan .

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

Rules

This Plan determines its order of benefits using the first of the following rules which applies:

(a) Nondependent/Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent.

(b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim

is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims which were submitted up to that point in time during the Claim Determination Period.

Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

Facility of Payment

A payment made under another Plan may include an amount which should have been paid under this Plan. If it does, the Company may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

Noncomplying Plans

This Plan may coordinate its benefits with a Plan which is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (noncomplying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- (c) if the noncomplying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, the Company will assume that the benefits of the noncomplying Plan are identical to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.]

STATE EXCEPTIONS:

ARKANSAS:

The following revision applies to Section I. **GENERAL PROVISIONS**

[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 revisions apply to Section V. **GENERAL LIMITATIONS AND EXCLUSIONS**

The following Definition is added.

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

The Cancellation by Company provision is deleted in its entirety and replaced with the following:

Cancellation by the Company:

The Company has the right to cancel the Policy at any time and for any reason within the first [sixty (60)] days. The Company will mail all notice of cancellation [thirty (30)] days prior to the effective date of cancellation on a Policy which has been in force [sixty (60)] days or less. A specific explanation for cancellation will be given. On a Policy which has been in force [sixty one (61)] days or more, the Company will mail advance notice of cancellation [sixty (60)] days prior to cancellation.

After the Policy has been in effect for more than sixty (60) days,, it may be cancelled only for one of the following reasons:

- (a) Non-payment of premium;
- (b) The Policy was obtained through a material misrepresentation made by or with the knowledge of the named insured;
- (c) A material violation of a material term or condition in the policy;
- (d) The risk originally accepted has materially increased and causes a substantial increase in hazard;

All notices of cancellation will be mailed to the last mailing address known by the Company for the Insured.

The Company will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

CONFIRMATION OF COVERAGE

This Confirmation, with the Description of Coverage, completes your Protection Plan.

Underwritten by: Arch Insurance Company [Plan Number:

Insured's Name and Address:

SCHEDULE

Departure Date:

Return Date:

BENEFITS AND LIMITS

Plan Holder	Benefits	Date Application	of	Limits	Plan Cost
John Doe	Comprehensive Plan	10/15/02		\$3,200	\$199.00

Name of Agent:

Issue Date:

This is not a bill]

SERFF Tracking Number: CLTR-125242266 *State:* Arkansas
Filing Company: Arch Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: LTP 2007 AR F
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0009 Travel Coverage
Product Name: Arch - Travel Program
Project Name/Number: TRAVEL PROGRAM/LTP 2007 AR F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CLTR-125242266 State: Arkansas
Filing Company: Arch Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: LTP 2007 AR F
TOI: 09.0 Inland Marine Sub-TOI: 09.0009 Travel Coverage
Product Name: Arch - Travel Program
Project Name/Number: TRAVEL PROGRAM/LTP 2007 AR F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/17/2007

Comments:

Attachment:

NAIC TRANSMITTAL AR REFILE.pdf

Satisfied -Name: AUTHORITY TO FILE **Review Status:** Approved 12/17/2007

Comments:

Attachment:

authorization to file.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	---	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)						
------------	---	--	--	--	--	--	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
------------	--	--	--	--	--	--	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
---	--	--	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	---	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

ARCH INSURANCE COMPANY

Date: May 1, 2007
To: State Insurance Departments
From: Arch Insurance Company
Subject: Filing Authority for Coulter & Associates, Inc.

I, Joseph Labell, an officer of Arch Insurance Company certify that Arch has authorized Coulter and Associates, Inc., acting as our Contracts Consultant and Consulting Actuary, to file products with your Department on our behalf.

Signature: _____

A handwritten signature in black ink, appearing to be 'J. Labell', is written over a horizontal line. The signature is cursive and somewhat stylized.

<i>SERFF Tracking Number:</i>	<i>CLTR-125242266</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Arch Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>LTP 2007 AR F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0009 Travel Coverage</i>
<i>Product Name:</i>	<i>Arch - Travel Program</i>		
<i>Project Name/Number:</i>	<i>TRAVEL PROGRAM/LTP 2007 AR F</i>		

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	DESCRIPTION OF COVERAGE	11/08/2007	FINALARCH DESCRIPTION OF COVERAGE - TRAVEL DOC .pdf

[PROGRAM NAME]
Underwritten by Arch Insurance Company

DESCRIPTION OF COVERAGE

SHORT TERM TRAVEL INSURANCE

THIS PROGRAM IS ISSUED FOR A STATED TERM AS SHOWN IN YOUR ACCOMPANYING SCHEDULE OF COVERAGE AND SERVICE

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

FOURTEEN-DAY LOOK

You may cancel insurance under the Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under the policy.

TABLE OF CONTENTS

SECTION I – GENERAL PROVISIONS

SECTION II- CLAIMS PROCEDURES AND PAYMENT

LTP 2007

SECTION III –COVERAGES

SECTION IV- GENERAL DEFINITIONS

SECTION V – GENERAL LIMITATIONS AND EXCLUSIONS

[SECTION VI – COORDINATION OF BENEFITS]

SECTION I. GENERAL PROVISIONS

GENERAL PROVISIONS

The following provisions apply to all coverages:

[LEGAL ACTIONS. No legal action for a claim can be brought against the Company until [sixty (60)] days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than [two (2)] years after the time required for giving proof of loss.]

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

[MISREPRESENTATION AND FRAUD. Coverage as to an Insured shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance 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.]

[SUBROGATION. To the extent the Company pays for a loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the

loss. This is known as subrogation. The Insured must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.]

[ASSIGNMENT. The Policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.]

[CANCELLATION

Cancellation by the Insured:

The Insured has the right to cancel the Policy at any time by giving advance notice to the Company (stating when thereafter the cancellation shall be effective).

Cancellation by the Company:

The Company has the right to cancel the Policy at any time and for any reason within the first [sixty (60)] days. The Company will mail all notice of cancellation [thirty (30)] days prior to the effective date of cancellation on a Policy which has been in force [sixty (60)] days or less. A specific explanation for cancellation will be given. On a Policy which has been in force [sixty one (61)] days or more, the Company will mail advance notice of cancellation [sixty (60)] days prior to cancellation.

After the Policy has been in effect for [sixty (60)] days, it may be cancelled only for one of the following reasons:

- (a) Non-payment of premium;
- (b) The Policy was obtained through a material misrepresentation;
- (c) Any Insured violating any of the terms and conditions of the Policy;

- (d) The risk originally accepted has measurably increased;
- [(e) Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the Company for all or a substantial part of the underlying risk insured];
- [(f) A determination by the Director that the continuation of the Policy could place the Company in violation of the insurance laws of this state].

All notices of cancellation will be mailed to the last mailing address known by the Company for the Insured.

The Company will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

[WHEN AN INSURED'S COVERAGE BEGINS. All coverage [(except Trip Cancellation)] will take effect at 12:01 A.M. local time, at the location of the Insured, 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 the location of the Insured, on the day after the required premium for such coverage is received by the Company or its authorized representative.]

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

- [(a) the date the Policy is terminated, unless the Insured purchased insurance prior to the date of termination;]
- [(b) the Scheduled Return Date as stated on the travel tickets;]
- [(c) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;]
- [(d) the date the Insured leaves or changes his/her Covered Trip (unless due to unforeseen and unavoidable circumstances covered by the Policy);]
- [(e) the time the Policy terminates;]
- [(f) If the Insured extends the return date, coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date;]
- [(g) The date the Insured cancels their Covered Trip;]
- [[h) When the Insured is less than [100 miles] from their primary residence;][This benefit only applies to [Collision Damage Waiver.][Renters Collision Insurance.]
- [(i) Any Trip that exceeds [90] days.]]

[EXTENDED COVERAGE. [Coverage will be extended under the following conditions:

- (a) When the Insured commences air travel from his/her 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 his/her air travel.
- (b) If the Insured returns to his/her 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 his/her air travel.
- (c) If the Insured [is a passenger on a scheduled common carrier which] 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 the Insured's Covered Trip for which premium has not been paid in advance.]

[All coverage under the policy will be extended, if: (a) the Insured's entire Trip is covered by the policy; and (b) the Insured's return is delayed by [covered reasons specified

under Trip Cancellation and Interruption or Travel Delay [inclement weather.] If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.]]

[MODE OF PREMIUM:

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

[ARBITRATION. Notwithstanding anything in the Policy to the contrary, any 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.]

[The following provisions will apply to [Trip] [Exchange] Cancellation], [Trip] [Exchange] Interruption], [Trip Delay], [Missed Connection], [Itinerary Change],[Accidental Death & Dismemberment], [Air Common Carrier Accidental Death & Dismemberment], [Common Carrier (Air Only)], [Sickness Medical Expense], [Accident Medical Expense], [Emergency Sickness Medical Expense], [Emergency Accident Medical Expense], [Emergency Evacuation], [Repatriation of Remains],[Collision Damage Waiver][Renters Collision Insurance],[Hotel Overbooking],[Pet Care Home Alone],[Change of Mind Coverage], [Security Deposit Waiver], [Security and Political Evacuation]:

SECTION II. CLAIMS PROCEDURES AND PAYMENT

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

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

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

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

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 the Insured for an amount greater than the amount paid by the Insured.]

[NOTICE OF CLAIM. Written notice of claim must be given by the Claimant (either the Insured or someone acting for the Insured) 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 the Insured's name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.]

[PROOF OF LOSS. The Claimant must send the Company, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible.]

[OTHER INSURANCE WITH THE COMPANY: An Insured may be covered under only one travel policy with the Company for each Trip. If an Insured is covered under more than one such policy, he or she may select

the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.]

The following provisions apply to [Baggage/Personal Effects], [Baggage/Personal Effects –Business Equipment Only], [Lost Baggage], [Hotel Burglary], and [Baggage Delay] coverages:

[NOTICE OF LOSS. If the Insured's property covered under the Policy is lost, stolen or damaged, the Insured 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. The Insured must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under the Policy.]

[SETTLEMENT OF LOSS. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a

reasonable time if the property has not been recovered. The Insured 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 the Insured or the Company can make a written demand for an appraisal. After the demand, the Insured and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser they choose. The Insured will share equally with the Company the cost for the arbitrator and the appraisal process.]

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

[EXCESS INSURANCE LIMITATION

The Insurance provided by the Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the

Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

SECTION III. COVERAGES

COVERAGES:

[TRIP] [EXCHANGE] CANCELLATION

The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is prevented from taking his/her Covered Trip due to the following Unforeseen events:

[The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is prevented from taking his/her Covered Trip for all reasons up to [48 hours] prior to departure]:

- [(a) Sickness, Accidental Injury or death of the Insured, [Traveling Companion], [or] [Family Member] [or Business Partner;] which results in medically imposed restrictions as certified by a Physician at the time of loss preventing your continued participation in the Trip. [A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date]. [(1) The Insured's or the Traveling Companion's Sickness or Injury. The severity or acuteness of the condition must be so disabling as to reasonably cause the Trip to be cancelled and a Physician has recommended that due to the severity of the condition it is Medically Necessary that the Insured or the Traveling Companion cancels the trip. The Insured or the Traveling Companion must be under the direct

care and attendance of a Physician.] [(2) The Insured or the Traveling Companion's death.] [(3) The Insured or the Traveling Companion's spouse or child's Sickness or Injury. The severity or acuteness of his or her condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must cancel the Trip.] [(4) Death of the Insured or the Traveling Companion's legal spouse; child; son-in-law; daughter-in-law; sibling; parent; parent-in-law; or grandparents.] For all of the above situations, the incident that causes cancellation must occur within [30] days of the scheduled travel dates.]]

[(b) The Insured [and/or] [Traveling Companion] being hijacked, quarantined [in the location where the Insured is intending to travel][at the Insured's or Traveling Companion's home], [required to serve on a jury], [subpoenaed],[required to appear as a witness in a legal action, provided the Insured [a Traveling Companion] is 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 his/her principal place of residence made uninhabitable by fire, flood or other natural disaster:]; [or burglary of his/her principal place of residence within [10] days of departure.]

[(c) The Insured or Traveling Companion being [directly involved in] [indirectly involved in] [or] [delayed due to] a traffic accident substantiated by a police report, while en route to departure].

[(d) A transfer of the Insured by the employer with whom the Insured is employed on their Effective Date

which requires his/her principal residence to be relocated:]]

[(e) The death or hospitalization of the Insured's Host at Destination:]]

[(f) If within [45 days] of the departure of an Insured, a politically motivated Terrorist Attack occurs within [a [50 mile] radius of] the territorial limits of the City listed on the Insured's itinerary. The Terrorist Attack must occur after the Effective Date of the Insured's Trip Cancellation coverage.][This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[(f) If within [45 days] of the departure of an Insured, 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 the Insured has registered [and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary:]

[(g) The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war] [Military duty (if within [30] days of departure, the Insured has his/her leave revoked or the Insured is reassigned.)) [(g) the Insured or Traveling Companion being called into active military service by having his/her leave revoked. Coverage does not apply if leave is revoked within [7] days of departure] [The Insured or a Traveling Companion, who are on active military duty in the United States Armed Forces: has their personal leave revoked within 10 days prior to the departure date (as long as such revocation is in writing by a superior officer and is not due to war-related situations, invocation of the War Powers Act, base or unit mobilization, unit

reassignment for any reason, or disciplinary action); or are personally reassigned within 10 days prior to the departure date, whether temporary or permanent.]]

[[[(h) Strike, resulting in the complete cessation of travel services [at the point of departure and/or destination.] A Strike is foreseeable on the date labor union members vote to approve a Strike.]

(h) Strike that causes complete cessation of services for at least [48] consecutive hours.]

(i) Weather [at the departure site] which causes complete cessation of services [of the Common Carrier] [for at least [48] consecutive hours] [and prevents the Insured from reaching their destination].]

(j) Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than [14 days] following the Insured's Effective Date. [Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom the Insured purchased their Land/Sea Arrangements] [The Insured's Scheduled Departure Date must be no more than [15] months beyond the Insured's 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 the Insured's intended destination.] [This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

- [k] An Insured is terminated, or laid off from employment subject to [five] years of continuous employment at the place of employment where terminated.]
- [l] Natural Disaster or documented man-made disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable [limited to the cost of the airfare of the Insured's Covered Trip.]
- [m. A cancellation of the Insured's Covered Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose [50%] or more of the scheduled Covered Trip duration due to the reasons covered under the Trip Delay Benefit;]
- [n. [Adverse weather] [or] [natural disasters] [or] [Terrorist Attacks] resulting in the complete cessation of travel services.]
- [o. Adverse weather or natural disaster resulting in the obstruction of public roadways, or curtailment of public transportation, which prevents the Insured's ability to arrive at their Land/Sea Arrangements.]
- [p. Mandatory evacuation ordered by local authorities at the Insured's final destination due to hurricane or other natural disaster. The Insured must have [four (4)] days or [50%] of their total Covered Trip length or less remaining on the Covered Trip, at the time the mandatory evacuation ends, in order to cancel the Covered Trip.] [The Company will not pay any benefits for property that is accessible or habitable for [more than [48 hours] [50% of the Insured's trip length]] [any time during the evacuation period.] [The Company will not pay any benefits if the Insured has more than [48 hours] remaining of their Trip at the time the evacuation is lifted. [This benefit only applies if purchased within [7 days] [24 hours] of the initial trip payment.] [This benefit is subject to a [\$100] deductible.] [The maximum limit of coverage payable will be the lesser of [\$1,000 per person or 50% of the Insured's trip cost.]
- [(q) Hurricane warning causing cancellation of travel. Claims are not payable if a hurricane is foreseeable prior to an Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Insurer will not pay any benefits [14] calendar days after the incident occurs. [In order to cancel or interrupt the Insured's trip, he/she must have [4] days or [50%] of his/her total Trip length remaining or less.] [This benefits only applies if purchased within [7] [days] [24 hours] of the initial trip payment]. [This benefit is subject to a [\$100] deductible.] [The Maximum Limit of coverage payable will be the lesser of [\$1000 per person or 50% of the Insured's trip cost.]
- [(r) Named hurricane causing cancellation of travel to the Insured's destination that is uninhabitable for the greater of: (1) 4 days or (2) 50% of the Insured's trip length. The Company will only pay benefits for losses occurring within 14 calendar days after the named hurricane makes the Insured's destination accommodations uninhabitable. An Insured's destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a hurricane is named on or before the effective date of the Insured's Trip Cancellation coverage or less than 14 days after the effective date of the Insured's Trip Cancellation coverage. [This coverage applies only if insurance was purchased within [15] calendar days of initial Trip payment.]
- [(s) a documented theft of passports or visas]
- [(t) a road closure causing a delay in reaching the Insured's destination for at least [12] hours.
- [(u) Documented theft of an Insured's automobile that results in an Insured's inability to take their Trip.
- [(v) The Insured's normal pregnancy as long as the pregnancy occurs after the Insured's effective date of coverage and can be verified by medical records]
- [(w) The Insured will be attending a Family Member's childbirth as long as the pregnancy occurs after the Insured's effective date of coverage and can be verified by medical records.
- [(x) The Insured or a Traveling Companion are required to work during the scheduled Trip. The Insured or Traveling Companion must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of the Insured's or Traveling Companion's employer.]
- [(y) The Insured or a Traveling Companion become legally separated or divorced after the purchase of insurance and prior to the departure date, [provided that the insurance was purchased

within 14 calendar days of the initial Trip deposit or payment.]]

[(z) The Insured's company is directly involved in a merger or acquisition. The Insured must be an active employee of the company that is merging and the Insured must be directly involved in such an event.]

[aa) the primary or secondary school where the Insured or Traveling Companion attend(s) must extend its operating session beyond the pre-defined school year, due to Unforeseen events commencing during the policy effective period, and the travel dates for the Covered Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered;]

[ab) the Company will pay up to \$50 per day, up to a maximum of \$300 for the cost of transport organized by the tour operator to an alternative site if lack of snow conditions or avalanche results in the closure of skiing facilities (excluding cross-country skiing) in the Insured's resort and it is not possible to ski. The cover only applies:a) to the resort which the Insured has pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of the Insured's Trip.

[ac) loss or theft of the Insured's ski pass.

[ad) Lack of snow fall or adverse weather in the pre-booked Winter Sports resort if there is no alternative Winter Sports facility available which results in the inability to ski for at least 12 hours. A benefit will be paid for each full 24 hour period in which the Insured is unable to ski, up to the maximum as shown in the Schedule of Benefits.

The Insured must obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in the resort and the reason for the closure. The resort must have at least 75% of trails closed from lack of snow, severe weather or trail conditions, or Natural Disaster. [This coverage is only available if the Insured purchases the insurance at least [thirty days] prior to their departure date. Coverage is only available If the ski resort has snow makers and is more than 3,000 feet above sea level, or if the ski resort does not have snow makers and is more than 4,500 feet above sea level. This coverage is available from December 15 through March 30 for ski resorts in the Northern Hemisphere and June 15 through September 30 for ski resorts in the Southern Hemisphere.]

[ae) A serious Injury incurred by the Insured that causes them to be medically unable to continue their activity. An actual examination by a Physician must take place and the Physician must advise the Insured to discontinue the activity.]

[af) The Insured's business operations are interrupted by fire, flood, burglary, vandalism, product recall, bankruptcy or financial default.]

The Company will reimburse the Insured for the following:

[a) non-refundable cancellation charges imposed by the Participating Organization [and/or][Travel Suppliers]]

[b) airfare cancellation charges for flights [arranged by the Participating Organization in connection with

the Insured's Trip] commencing within [one day] of the Land/Sea Arrangements.]

[c) additional cost incurred if the skipper cancels his/her Trip for a covered reason and the Insured elects to replace him/her with a skipper.]

[d) tuition expenses not refunded by the Participating Organization.]

[e) if the Insured's Travel Supplier cancels the Insured's Covered Trip, the Insured is covered up to [\$75.00] for the reissue fee charged by the airline for the tickets. The Insured must have covered the entire cost of the Covered Trip including the airfare.]

[f. The amount of [forfeited,] [and] [prepaid,] [and] [non-refundable,] and [non-refunded,] [and] [unused] [published] payments or deposits that you paid for the Covered Trip [including the cost of this travel protection plan] [or change fees incurred in place of full penalties] [not including travel agency penalties.]

[g) travel agency fees [limited to \$100]]

[h) if the Insured used frequent traveler awards (frequent flyers miles or hotel rewards) for any part of a Trip, the Company will pay the fees incurred by the Insured for re-depositing those awards in the Insured's account if the Trip is canceled for any of the reasons described above. The Company will not pay more than an aggregate amount of \$500 for all Trips during the Individual Coverage Term for fees paid for re-depositing frequent traveler awards (frequent flier miles or hotel rewards). This does not increase the total benefits payable under this Trip Cancellation benefit as stated in the Letter of Confirmation.]

- (j) nonrefundable ski pass, ski or equipment rental, greens fees, or tuition fee [that were arranged separately from the vacation [up to a maximum of \$1,000 per Insured].]

[In no event shall the amount reimbursed exceed the lesser of [the amount the Insured prepaid for the Covered Trip] [or] [the maximum benefit shown on the accompanying Schedule of Benefits.]

[Coverage does not include default of a Participating Organization or other organization that results in loss of services.]

SPECIAL CONDITIONS: The Insured must advise the Participating Organization 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 the Insured notified the Participating Organization as soon as reasonable possible.

[SINGLE OCCUPANCY COVERAGE

The Company will reimburse the Insured, up to the maximum shown on the accompanying Schedule of Benefits, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with the Insured has his/her Trip delayed, canceled, or interrupted for a covered reason and the Insured does not cancel.]]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[TRIP] [EXCHANGE] INTERRUPTION

[The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is unable to continue on his/her Covered Trip due to the following Unforeseen events:]

[The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Benefits, if the Insured is unable to continue on his/her Covered Trip due to:]

- [(a) Sickness, Accidental Injury or death of the Insured, [Traveling Companion], [or] [Family Member] [or Business Partner:] which results in medically imposed restrictions as certified by a Physician at the time of loss preventing the Insured's continued participation in the Trip. [(1) The Insured's or the Traveling Companion's Sickness or Injury. The severity or acuteness of the condition must be so disabling as to reasonably cause the Trip to be interrupted and a Physician has recommended that due to the severity of the condition it is Medically Necessary that the Insured or the Traveling Companion interrupts the Trip. The Insured or the Traveling Companion must be under the direct care and attendance of a Physician.] [(2) The Insured or the Traveling Companion's death.] [(3) The Insured

or the Traveling Companion's spouse or child's Sickness or Injury. The severity or acuteness of his or her condition or the circumstances surrounding that condition is/are such that an ordinarily prudent person must interrupt the Trip.] [(4) Death of the Insured or the Traveling Companion's legal spouse; child; son-in-law; daughter-in-law; sibling; parent; parent-in-law; or grandparents.]]

- [(b) The Insured [and/or] [Traveling Companion] being hijacked, quarantined[in the location where the Insured is intending to travel[at the Insured's or Traveling Companion's home], [required to serve on a jury], [subpoenaed],[required to appear as a witness in a legal action, provided the Insured [a Traveling Companion] is 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 his/her principal place of residence made uninhabitable by fire, flood or other natural disaster]; [or burglary of his/her principal place of residence within [10] days of departure.]
- [(c) The Insured or Traveling Companion being [directly involved in] [indirectly involved in] [or] [delayed due to] a traffic accident substantiated by a police report, while en route to departure].
- [(d) a transfer of the Insured by the employer with whom the Insured is employed on their Effective Date which requires his/her principal residence to be relocated [The transfer must be at least 250 miles away];]
- [(e) the death, or hospitalization of the Insured's Host at Destination;]
- [(f) If within [45 days] of the departure of an Insured, 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 the Insured has registered [and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary;] [This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[f] If there is a politically motivated Terrorist Attack in the [foreign] city of an Insured's Covered Trip coverage is provided for the cost of an economy one way coach ticket not to exceed [\$250], for the additional transportation required to return the Insured back to the [U.S.] city of departure. [Once the [program][Covered Trip] has begun there is no provision for recovery of transportation, tuition, room and board or other fees.]

[[g] The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war.] [Military duty (if within [30] days of departure, the Insured has his/her leave revoked or the Insured is reassigned.) [The Insured or Traveling Companion being called into active military service by having his/her leave revoked. Coverage does not apply if leave is revoked within [7] days of departure.]]

[h] Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than [14 days] following the Insured's Effective Date. [Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom the Insured purchased their Land/Sea Arrangements] [The Insured's Scheduled Departure Date must be no more than [15] months beyond the Insured's 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 the Insured's intended destination.][This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[i] An Insured is terminated, or laid off from employment subject to [five] years of continuous employment at the place of employment where terminated.]

[j] Natural Disaster or documented man-made disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable [limited to the cost of the airfare of the Insured's Covered Trip.]

[k. A cancellation of the Insured's Covered Trip if the Insured's arrival on the Trip is delayed and causes the Insured to lose [50%] or more of the scheduled Covered Trip duration due to the reasons covered under the Trip Delay Benefit;]]

[l. [Adverse weather] [or] [natural disasters] [or] [Terrorist Attacks] resulting in the complete cessation of travel services.]

[m. Adverse weather or natural disaster resulting in the obstruction of public roadways, or curtailment of public transportation, which prevents the Insured's ability to arrive at their Land/Sea Arrangements.]

[n. Mandatory evacuation ordered by local authorities at the Insured's final destination due to hurricane or other natural disaster. The Insured must have [four (4)] days or [50%] of their total Covered Trip length or less remaining on the Covered Trip, at the time the mandatory evacuation ends, in order to interrupt the Covered Trip.] [The Company will not pay any benefits for property that is accessible or habitable for [more than [48 hours] [50% of the Insured's trip

length]] [any time during the evacuation period.]

[The Company will not pay any benefits if the Insured has more than [48 hours] remaining of their Trip at the time the evacuation is lifted. [This benefit only applies if purchased within [7 days] [24 hours] of the initial trip payment.] [This benefit is subject to a [\$100] deductible.] [The maximum limit of coverage payable will be the lesser of [\$1,000 per person or 50% of the Insured's trip cost.]

[(o) Hurricane warning causing interruption of travel. Claims are not payable if a hurricane is foreseeable prior to an Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Insurer will not pay any benefits [14] calendar days after the incident occurs. [In order to cancel or interrupt the Insured's trip, he/she must have [4] days or [50%] of his/her total Trip length remaining or less.] [This benefits only applies if purchased within [7] [days] [24 hours] of the initial trip payment]. [This benefit is subject to a [\$100] deductible.] [The Maximum Limit of coverage payable will be the lesser of [\$1000 per person or 50% of the Insured's trip cost.]

[(p) [Strike that causes complete cessation of services for at least [48] consecutive hours.][Strike, resulting in the complete cessation of travel services [at the point of departure and/or destination.]] [A Strike is foreseeable on the date labor union members vote to approve a Strike.]

[(q) Weather [at the departure site] which causes complete cessation of services [of the Common Carrier] [for at least [48] consecutive hours] [and prevents the Insured from reaching their destination].]

[(r) Named hurricane causing interruption of travel to the Insured's destination that is uninhabitable for the

greater of: (1) 4 days or (2) 50% of the Insured's trip length. The Company will only pay benefits for losses occurring within 14 calendar days after the named hurricane makes the Insured's destination accommodations uninhabitable. An Insured's destination is uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a hurricane is named on or before the effective date of the Insured's Trip Interruption coverage or less than 14 days after the effective date of the Insured's Trip Interruption coverage. [This coverage applies only if insurance was purchased within [15] calendar days of initial Trip payment.]

- [(s) A documented theft of passports or visas]
- [(t) Documented theft of an Insured's automobile that results in an Insured's inability to continue on their Trip.
- [(u) Breakdown of or accident to the bicycle being used by the Insured on the trip. Repair costs of up to [\$500] to make the bicycle roadworthy again. If a repair is not possible on the spot, the Company will pay the additional costs of travel, up to [\$500], to the point of departure or destination of that day's leg of the Trip. Flat tires are not covered.
- [(v) Theft of the bicycle being used by the Insured on the trip.
- [(w) A serious Injury incurred by the Insured that causes them to be medically unable to continue their activity. An actual examination by a Physician must

take place and the Physician must advise the Insured to discontinue the activity.]

The Company will pay for the following:

- (a) unused, non-refundable travel arrangements prepaid to the [Participating Organization] [Travel Suppliers]
- (b) additional transportation expenses incurred by the Insured]
- (c) up to the maximum shown in the accompanying Schedule of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket to [reach the original destination if the Insured is delayed and leaves after the Scheduled Departure Date][return the Insured to the return destination of the Trip as specified in the original travel documents][from the point where the Insured interrupted the Trip][or][rejoin the Trip [from the point where the Insured interrupted the Trip.]
- (d) if the Insured used frequent traveler awards (frequent flyers miles or hotel rewards) for any part of a Trip, the Company will pay the fees incurred by the Insured for re-depositing those awards in the Insured's account if the Trip is interrupted for any of the reasons described above. The Company will not pay more than an aggregate amount of \$500 for all Trips during the Individual Coverage Term for fees paid for re-depositing frequent traveler awards (frequent flier miles or hotel rewards). This does not increase the total benefits payable under this Trip Interruption benefit as stated in the Letter of Confirmation.]
- (e) In the event Your Trip is interrupted or canceled due to a covered reason, coverage is provided for the costs of unused non-refundable deposits and payments that were arranged separately from the

vacation for pre-paid lift tickets, green fees, equipment rentals and lessons up to a maximum of \$1,000 per insured.

[The Company will pay for reasonable additional meals, lodging, and transportation expenses incurred by the Insured [(up to [\$200] a day)] if a Traveling Companion must remain hospitalized or if the Insured must extend the Trip with additional hotel nights due to a Physician certifying the Insured cannot fly home due to an Accident or a Sickness but does not require hospitalization or if the Insured's Trip must be extended due to an Unforeseen event listed above.]]

[In no event shall the amount reimbursed exceed the lesser of [the amount the Insured prepaid for the Covered Trip] [or] [the maximum benefit shown on the accompanying Schedule of Benefits]].

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[TRIP DELAY

The Company will reimburse the Insured for Covered Expenses on a one-time basis, up to the maximum shown in the accompanying Schedule of Benefits, if the Insured is delayed en route to or from the Covered Trip

for [twelve (12)] or more hours due to [the events listed under Trip Cancellation and Trip Interruption][a defined Hazard]:

Covered Expenses Include:

- (a) [Any prepaid, unused, non-refundable land [air] and water accommodations;]
- (b) [Any reasonable additional expenses incurred;]
- (c) [An Economy Fare from the point where the Insured ended his/her Covered Trip to a destination where the Insured can catch up to the Covered Trip; or]
- (d) [A one-way Economy Fare to return the Insured to his/her originally scheduled return destination.]
- [(e) Meals and accommodations [limited to [\$200] per day]

[Expenses must be incurred by the Insured. The Company will not reimburse gas or automobile miles the Insured incurs during a covered delay.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[CHANGE FEE COVERAGE:

A maximum benefit of up to the amount indicated in the Insured's Letter of Confirmation is provided to cover for loss(es) the Insured incurs if the Insured has to change the dates of his/her airline ticket for the following reasons:

- a) All covered reasons listed under the Trip Cancellation and Trip Interruption benefits;
- b) The Insured or a Traveling Companion is delayed by Inclement Weather while en route to a departure provided the car was scheduled to arrive at the point of departure at least two hours before the scheduled time of departure.
- c) A medical emergency of the Insured, a Traveling Companion or a Family member. The emergency requires a documented examination by a Physician]

[MISSED CONNECTION

A maximum benefit of up to the amount on the accompanying Schedule of Benefits is provided to cover for loss(es) the Insured incurs due to missed [Cruise][Trip] departures which result from cancellation or delay (for [twelve] 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 Schedule of Benefits are provided to cover additional transportation expenses needed for the Insured(s) to join the departed [Cruise][Trip], [reasonable accommodation and meal expenses [(up to the per day amount shown in the Schedule of Benefits [and] [non-refundable trip payments for the unused portion of your [Cruise][Trip]]. [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][Trip] due to Inclement Weather.]

[ITINERARY CHANGE

In the event a cruise/tour supplier makes a change in the Insured's Covered Trip itinerary which prevents the Insured from participating in an event/activity pre-paid prior to departure and scheduled on the Insured's Covered Trip itinerary, nonrefundable pre-paid event/activity expenses will be payable up to the Maximum Benefit Amount.

Benefits will not be paid if the event/activity is rescheduled during the course of the Covered Trip.

Verification by the cruise/tour supplier of the change in the scheduled Covered Trip itinerary will be necessary for claim payment.]

[ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when an Insured, as a result of an Accidental Injury occurring during the Covered Trip, sustains a loss shown in the Table below. [The loss must occur within [365] days after the date of the Accident causing the loss.]

The Principal Sum is shown on the Schedule of Benefits. [The maximum benefits for any one single Accident is limited to [\$15,000,000] for all Insureds.]

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; [and]
2. eye means an entire and irrecoverable loss of sight[:] [.]
3. [speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and
4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.]

EXPOSURE

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

DISAPPEARANCE

The Company will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to an Accident.]

**[ACCIDENTAL DEATH AND DISMEMBERMENT
COMMON CARRIER (AIR ONLY)**

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below, that occurs while the Insured is riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. [The loss must occur within [365] days after the date of the Accident causing the loss.]

The Principal Sum is shown on the accompanying Schedule of Benefits.. [The maximum benefits for any one single Accident is limited to [\$15,000,000] for all Insureds.]

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

TABLE OF LOSSES

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

"Loss" with regard to:

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

EXPOSURE

The Company will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE

The Company will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip in which he/she was a passenger.]

[SICKNESS MEDICAL EXPENSE

The Company will pay [Reasonable and Customary] benefits up to maximum shown on the accompanying Schedule of Benefits [subject to any deductible and coinsurance], if an Insured incurs necessary Covered Medical Expenses as a result of a Sickness which first manifests itself [outside the Insured's Home Country] [except as otherwise stated in the policy] during the Covered Trip[outside the United States].. [[The Insured must receive initial treatment within [ninety (90)] days of the onset of the Sickness.] [All services, supplies or treatment must be received within [52] weeks following the onset of the Sickness].

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

- [(a) the services of a Physician;]
- [(b) charges for Hospital confinement and use of operating rooms;][Hospital or ambulatory medical-

surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a hospital room for recovery from a Sickness.)

- [(c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;]
- [(d) ambulance service;]
- [(e) drugs, medicines, prosthetics and therapeutic services and supplies;]
- [(f) emergency dental treatment for the relief of pain.]

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Sickness.]

[The Company will also reimburse the Insured [\$100] per day up to [100] days for Hospital costs due to Sickness.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[ACCIDENT MEDICAL EXPENSE

The Company will pay [Reasonable and Customary] benefits up to maximum shown on the Schedule of Benefits [subject to any deductible and coinsurance], if an Insured incurs necessary Covered Medical Expenses as a result of an Accidental Injury which occurs [outside the Insured's Home Country] [except as otherwise stated in the policy] during the Covered Trip[outside the United States].. [[The Insured must receive initial treatment for Accidental Injuries [while on the Covered Trip] [within [ninety (90)] days of the Accident which caused them.] [All services, supplies or treatment must be received within [52] weeks of the date of the Accident].

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

- [a) the services of a Physician];
- [b) charges for Hospital confinement and use of operating rooms] [Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered

- Trip, if recommended as a substitute for a hospital room for recovery from an Injury.];
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests];
- (d) ambulance service];
- (e) drugs, medicines, prosthetics and therapeutic services and supplies];
- (f) emergency dental treatment for the relief of pain].

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

[The Company will pay benefits, [up to \$750.00], for emergency dental treatment for Accidental Injury to sound natural teeth within [twelve (12) months] of the Accidental Injury.]

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Accidental Injury.]

[Hazardous Sports Coverage: if the Insured purchases the optional sports coverage, benefits will be paid up to the plan maximum, if the Insured becomes injured while

participating in any of the following sports: mountaineering where ropes or guides are normally used (4500 meter limit), parachuting bungee jumping, snowmobiling, scuba diving involving underwater breathing apparatus, snorkeling, jet skiing, water skiing, snow skiing, spelunking, parasailing, and snow boarding.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]

[EMERGENCY SICKNESS MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on the accompanying Schedule of Benefits [subject to any deductible], if an Insured incurs Covered Medical Expenses as a result of Emergency Treatment of a Sickness which first manifests itself during the Covered Trip [outside the United States].

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

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

- [(a) the services of a Physician;]
- [(b) charges for Hospital confinement and use of operating rooms;]
- [(c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;]
- [(d) ambulance service;] [and]
- [(e) drugs, medicines, prosthetics and therapeutic services and supplies].
- [(f) emergency dental treatment for the relief of pain.]

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Sickness.]

[If the Insured is hospitalized due to a Sickness which first occurred during the course of the scheduled Trip) beyond the date of the Scheduled Return Date, coverage will be extended until the Insured is released from the Hospital or until maximum benefits under the Policy have been paid.]

[The maximum benefit payable if the Insured has other insurance is up to \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The maximum benefit payable if the Insured does not have other insurance is \$100 for each day that medical care is provided, to a maximum benefit of \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The total combined payments under benefit payable with insurance and benefit payable without insurance under this plan will not exceed the maximum benefit amount shown under benefit payable with insurance.]

[The Company will also reimburse the Insured [\$100] per day up to [100] days for Hospital costs due to Sickness.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[EMERGENCY ACCIDENT MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on the accompanying Schedule of Benefits [subject to any deductible], if an Insured incurs Covered Medical Expenses for Emergency Treatment of an Accidental Injury which occurs during the Covered Trip[outside the United States]..

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

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

- [(a) the services of a Physician;]
- [(b) charges for Hospital confinement and use of operating rooms;]
- [(c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;]
- [(d) ambulance service;] [and]
- [(e) drugs, medicines, prosthetic and therapeutic services and supplies.]
- [(f) emergency dental treatment for the relief of pain.]

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

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

[The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Benefits, if needed to secure the Insured's admission to a Hospital because of Accidental Injury.]

[If the Insured is hospitalized due to an Accidental Injury which first occurred during the course of the scheduled Trip) beyond the date of the Scheduled Return Date, coverage will be extended until the Insured is released from the Hospital or until maximum benefits under the Policy have been paid.]

[The maximum benefit payable if the Insured has other insurance is up to \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The maximum benefit payable if the Insured does not have other insurance is \$100 for each day that medical care is provided, to a maximum benefit of \$2,500 per calendar year, subject to the exclusions and limitations stated in the Policy. The total combined payments under benefit payable with insurance and benefit payable without insurance under this plan will not exceed the maximum benefit amount shown under benefit payable with insurance.]

[Hazardous Sports Coverage: if the Insured purchases the optional sports coverage, benefits will be paid up to the plan maximum, if the Insured becomes injured while participating in any of the following sports: mountaineering where ropes or guides are normally used (4500 meter limit), parachuting bungee jumping,

snowmobiling, scuba diving involving underwater breathing apparatus, snorkeling, jet skiing, water skiing, snow skiing, spelunking, parasailing, and snow boarding.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[EMERGENCY EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the accompanying Schedule of Benefits, if an Accidental Injury or Sickness commencing during the course of the Covered Trip [outside the United States].results in the necessary Emergency Evacuation of the Insured. An Emergency Evacuation must be ordered by a Physician who certifies that the severity of the Insured's Accidental Injury or Sickness warrants the Emergency Evacuation of the Insured.

Emergency Evacuation means:

- (a) the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to [the nearest Hospital where appropriate medical treatment can be obtained][their Hospital of choice];

- (b) after being treated at a local Hospital, the Insured's medical condition warrants transportation to the United States where the Insured resides, 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 the Emergency Evacuation of the Insured. All transportation arrangements made for evacuating the Insured 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 the Insured; and
- (c) authorized in advance by the Company or its authorized representative.

[Transportation of Dependent Children: If the Insured is in the Hospital [for more than [seven (7)] days] [following a covered Emergency Evacuation], the Company will return the Insured's dependents [and any minor persons under his/her care], who are left alone and are under [18] years of age and accompanying him/her on the scheduled Trip, [to their home], [to the domicile of a person nominated by the Insured or the Insured's next of kin] with an attendant if necessary.]

[Transportation to Join the Insured: If the Insured is [traveling alone and is] in a Hospital alone for more than [seven (7)] consecutive days [or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured 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 the Insured, for a single visit to and from the Insured's bedside][provided that repatriation is not imminent].

[If the Insured suffers an Injury or Sickness while on the Trip, which results in hospitalization and the attending Physician advises the Insured against driving their vehicle home, the Company will pay the charges imposed [up to \$1,000] to return the unattended vehicle to the Insured's primary residence. This coverage is only afforded to non-commercial vehicles.]

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 the Insured or already included within the cost of the Covered Trip.

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return the Insured's body to [the United States] [their primary residence] if he/she dies [during the Covered Trip][outside the United States][within the United States]. This will not exceed the maximum shown on the Schedule of Benefits.

[Covered Expenses include, but are not limited to, expenses for embalming, [cremation], casket for transport and transportation.] [Covered Expenses include: Coordinate the collection of the body of the deceased; Coordinate and pay for the transfer of the body to a professional funeral home; Pay for the embalming and preparation of the body or cremation if so desired; Pay for the provision of a standard shipping casket; Coordinate any required consular proceedings; Coordinate and pay for the transfer of the body to the airport and boarding of the casket for the trip; Coordinate and pay for any required permits and corresponding airfare; Coordinate and pay for the transfer of the deceased to its final destination.]

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

[[EMERGENCY EVACUATION BENEFIT

The Company will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if the Insured suffers an Injury or

Emergency Sickness that warrants his or her Emergency Evacuation while he or she is on a Trip. Benefits payable are subject to the Maximum Amount per Insured shown on the Schedule of Benefits for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes.

A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of the Insured's Injury or Emergency Sickness warrants his or her Emergency Evacuation to the closest adequate medical facility. It must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities.

The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

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

The Company will also pay reasonable and customary charges, up to the maximum escort limit shown on the policy, for escort expenses required by the Insured, if the Insured is disabled during a Trip and an escort is recommended in writing, by the Company's attending

Physician and must be pre-approved by the Assistance Company.

[ADDITIONAL BENEFITS:]

[If the Insured is hospitalized for more than [7 days]] [following a Covered Emergency Evacuation Expense], the Company will pay subject to the limitations set out herein, for expenses [:]

- [[1.]to return to [the United States] [or] [Canada] [where they reside],with an attendant if necessary, any of the Insured's Dependent Children [and any minor persons under his/her care]who were accompanying the Insured when the Injury or Emergency Sickness occurred and were left alone; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.]
- [[2.]to bring one person chosen by the Insured to and from the Hospital or other medical facility where the Insured is confined if the Insured is alone;[but not to exceed the cost of one round-trip economy airfare ticket.][:]]including reasonable, additional meals and lodging not to exceed [\$200] per day.]
- [3. to return the Insured from the medical facility to which he or she was evacuated to the Insured's Return Destination via Common Carrier, within [one year] from the Insured's [original Trip completion date,][date of hospitalization.] Commercial airfare costs will be in the same class of service, as the Insured's original airline tickets, or in business or first class as in compliance to Insured's medical necessities and requirements upon the discharge,

less refunds from the Insured's unused transportation tickets.

[In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will pay his/her airfare costs from that facility to the Insured's primary residence, within one year from the Insured's original Scheduled Return Date, less refunds from the Insured's unused transportation tickets. Airfare costs will be economy, or first class if the Insured's original tickets are first class. This benefit is available only if it is not provided under another coverage in the policy.]

[Transportation of Spouse [or Domestic Partner]: If the Insured is in the Hospital [for more than [seven (7)] days] [or if the attending Physician certifies that due to the Insured's Injury or Sickness, the Insured will be required to stay in the Hospital for more than [seven (7)] consecutive days.] [or if the Insured dies on the Trip and requires Repatriation of Remains,] the Insurer will return the Insured's spouse [or Domestic Partner] to their primary residence.]

[Emergency Evacuation – means the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained;]

[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 the Insured's condition or place

his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while coverage is in force as to the Insured suffering the symptom and during the Insured's Trip.]

[Transportation - means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.])

[The Company will pay for reasonable additional meals, lodging, and transportation expenses incurred by the Insured [(up to [\$200] a day)] if a Traveling Companion must remain hospitalized or if the Insured must extend the Trip with additional hotel nights due to a Physician certifying the Insured cannot fly home due to an Accident or a Sickness that does not require hospitalization.]

[The Insured may choose a Medical Evacuation to a Hospital in a city within the U.S. or Canada other than their city of residence, but the maximum amount payable is limited to the cost of a Medical Evacuation to their home city of residence.]

[Expenses are also payable for a non-emergency Medical Evacuation, including medically appropriate transportation and medical care en route, to a Hospital or to the Insured's place of residence in the U.S. or Canada, when deemed medically necessary by the attending Physician, subject to the prior approval of the Assistance Company.]

[Expenses will be paid to the maximum shown on the the Schedule of Benefits for search, rescue or recovery operations if the Insured suffers an Accident or Illness on the covered Trip.]

RV Return: We will arrange **and pay** for the return of Your [RV][vehicle] to Your Permanent Primary Residence if we approved transporting You to Your Permanent Primary Residence under either the Transportation After Stabilization or Repatriation of Mortal Remains benefits. The vehicle must be in good condition and capable of being safely driven on the highway in compliance with local laws. We will also return an additional vehicle if it was hitched to Your RV. You must pay any costs required to maintain the safe operation of the vehicle during the return. The return must be approved and coordinated by Us and must be performed by one of Our contracted service providers. Alternatively, You may choose to have Your vehicle returned by a friend or family member. In such instance, and provided the vehicle is returned directly and expediently to Your Permanent Primary residence, We will provide reasonable transportation for that person to the location of the vehicle, and we will reimburse you for gas and tolls during the return. In addition, We will provide a \$100 per diem benefit for incidental expenses while driving.

[BAGGAGE/PERSONAL EFFECTS

The Company will reimburse the Insured, [the Insured's Family Member][the Insured's Traveling Companion] up to the maximum shown on the the Schedule of Benefits, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must be

owned by and accompany the Insured during the Covered Trip. [Original receipts must be provided for reimbursement.]

[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 Schedule of Benefits.]

[There will be a combined maximum limit shown on the Schedule of Benefits for the following:

jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sporting equipment, Ski Equipment, personal computers, radios, cameras, camcorders and their accessories and related equipment and other electronic items.]

[The Company will also reimburse the Insured for charges and interest incurred due to unauthorized use of the Insured's credit cards if such use occurs during the Insured's Trip and if the Insured has complied with all credit card conditions imposed by the credit card companies.]

[The Company will reimburse the Insured for fees associated with the replacement of the Insured's passport during the Insured's trip. Receipts are required for reimbursement.]

The Company will pay the lesser of the following:

- (a) Actual Cash Value at time of loss, theft or damage to baggage and personal effects, less depreciation [as determined by the Company][An amount based on the age of the item as follows:
If up to 12 months old, 90% of the purchase price;
if up to 24 months old, 50% of the purchase price
If up to 48 months old 25% of the purchase price
Over 48 months old 0%.of the purchase price.; or
- (b) the cost of repair or replacement.

EXTENSION OF COVERAGE

If an Insured has checked his/her property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[BAGGAGE/PERSONAL EFFECTS – BUSINESS EQUIPMENT ONLY

If the Insured's Business Equipment is damaged, lost, stolen or delayed by a Common Carrier for 12 hours or more, the Company will reimburse the Insured on one-time basis for the reasonable costs of renting Business Equipment during the Insured's Trip up to the amount indicated [on the Schedule][on the Insured's Letter of Confirmation]. A police report is required if the Insured's Business Equipment is stolen. A Common Carrier report is required for proof of damage, delay, or loss by a Common Carrier. Original receipts and list of stolen, damaged or lost business equipment must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the Business Equipment is damaged.

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[LOST BAGGAGE

The Company will pay benefits if an Insured's Checked Baggage is lost due to theft or misdirection [or damaged] by a Common Carrier while the Insured is on a Covered Trip and is a ticketed passenger on the Common Carrier.

[Benefits will also be paid for Carry-On Baggage that is lost or stolen while the Insured is on a Covered Trip and is a ticketed passenger on a Common Carrier.]

The Company will reimburse the Insured for the cost of replacement of the baggage and its contents up to the maximum shown on the Schedule of Benefits.

[There is a deductible per occurrence as shown on the Schedule of Benefits.]

[There will be a per article limit shown on the Schedule of Benefits.]

[There will be a combined maximum limit shown on the Schedule of Benefits for the following:

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

All claims must be verified by the Common Carrier who must certify the loss or theft occurred while in possession of the Common Carrier or while the Insured was riding in the Common Carrier for Carry on Baggage.

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].

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 an Insured has checked his/her property with a Common Carrier and delivery is delayed, coverage for Baggage/Personal Effects will be extended until the Common Carrier delivers the property.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

[BAGGAGE DELAY [(Outward Journey Only)]

The Company will reimburse the Insured [for the expense of necessary personal effects][for the cost of ski rentals], up to the maximum shown on the the accompanying Schedule of Benefits, if [the Insured's Checked Baggage is] [skis checked as baggage are] delayed or misdirected by a Common Carrier for more than [twenty-four (24)] hours, while on a Covered Trip, [except for travel to final destination or place of residence].

[The Company will provide the Insured with a Village Boutique Voucher for the equivalent of [\$100] for the cost

of necessary personal effects (when air travel arrangements are made by Club Med) if [the Insured's Checked Baggage is] delayed or misdirected for more than [twelve (12)] hours after the Insured's arrival at the village.]

The Insured 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.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

**[HOTEL/MOTEL BURGLARY
[U.S. & CANADA ONLY]**

An Insured's coverage under HOTEL/MOTEL BURGLARY coverage begins upon Check-In.

An Insured's coverage will end under HOTEL/MOTEL BURGLARY coverage the earliest of the following:

- (a) the date of Check-In if the required premium is not paid (unless due to clerical error by the Policyholder, Participating Organization, or the Company);
- (b) upon Check-Out.

The Company will reimburse the Insured, up to the maximum shown on the Schedule of Benefits, if the Insured's personal property is stolen from his/her Hotel/Motel room.

The Company will pay benefits only if:

- (a) there is evidence of Forceful Entry;
- (b) the Insured makes a sworn statement to police authorities having jurisdiction within 24 hours and furnishes a notarized copy of his/her statement with his/her claim;
- (c) the Hotel/Motel verifies the loss.

The Company will reimburse the Insured for the cost of replacement of the personal property or its depreciated value, if not replaced, less any amounts paid or payable by:

- (a) the Hotel/Motel [or;
- (b) any other valid and collectible insurance available to the Insured, whether such other insurance is stated to be primary, contributing, excess or contingent.]

In no event will the amount exceed the maximum shown on the the accompanying Schedule of Benefits.

If the loss is part of a pair or set, the Company will pay benefits only for the part(s) lost.]

[EXCESS INSURANCE LIMITATION

The Insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.]]

**[[COLLISION DAMAGE WAIVER][RENTERS
COLLISION INSURANCE]**

If the Insured rents 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 the Insured's 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 Schedule of Benefits][subject to any deductible.]

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

[This coverage only applies if the protection plan was purchased within [15] calendar days of initial Trip payment.]

[HOTEL OVERBOOKING]

The Company will pay up to [\$100] in additional expenses per room for one night's lodging for each room guaranteed or confirmed through the Insured's travel agent that is oversold if the Insured's hotel is unable to provide reasonable alternative accommodations.]

[PET CARE HOME ALONE]

The Company will pay the Insured up to [\$25] per day up to a maximum of [\$200] in total for any one claim to cover additional boarding fees incurred after the first [24 hours] of the Insured's delayed return from his/her Trip due to in-patient treatment overseas which results in the Insured's pet exceeding a pre-booked period of accommodation within a recognized Boarding Kennel, Cattery, or Animal Shelter. The Insurer will not pay for the following in addition to the General Exclusions: 1) Claims which are not substantiated by a written report from the Boarding Kennel, Cattery, or Animal Shelter. 2) Any fees incurred in the first [24 hours] or which did not form part of the original pre-booked duration for the Insured's pet.]

[CHANGE OF MIND COVERAGE]

The Insurer will reimburse [up to \$250] for cancellation penalties of a covered Trip by the Insured prior to the Scheduled Departure Date because of a change in the Insured's plans. Other than this payment, no benefits are payable for loss caused by the Insured changing his/her plans. The Change of Mind Coverage benefit will not be paid in combination with any other benefit, and is only in

effect if the insurance was purchased within [15 days] of initial trip payment.]

[SECURITY DEPOSIT WAIVER:

If, during a Stay at a Rental Property, an Insured Person, cause[s] any damage to, or theft of, real or personal property of the Rental Property as a result of inadvertent acts or omissions, the Company will reimburse the Participating Organization for the cost of repair or replacement of such property up to Maximum Benefit shown in the on the Schedule of Benefits.

The following definitions, terms, conditions and exclusions apply only with respect to Security Deposit Waiver Coverage:

SECURITY DEPOSIT WAIVER COVERAGE DEFINITIONS

["Coverage" means any other fund or insurance policy (except this Policy and any fund or insurance policy providing the Participating Organization with coverage for any claims, causes of action or rights the Insured or such other person may have against the Participating Organization).]

["Insured" as used in this coverage, means a person who: (a) is a registered guest at a Rental Property; (b) completes any required enrollment form for Security Deposit Waiver coverage; and (c) for whom premium has been paid by check-in at the Rental Property.]

["Insured Person" as used in this coverage means the Insured and all persons booked to share the same unit of accommodations at the Rental Property.]

["Rental Property" means a property [owned][managed] by the [Participating Organization].

["Stay" means the duration of time from the date the Insured checks-in at the Rental Property to the date the Insured checks-out of the Rental Property.]

["Third Party(ies)" means any person, corporation or other entity (except the Insured, [the Participating Organization] and the Company).]

SECURITY DEPOSIT COVERAGE EFFECTIVE AND TERMINATION DATES

Effective Dates. The Security Deposit Waiver coverage will take effect on the date and time the Insured checks-in as a registered guest at the Rental Property, provided the appropriate premium has been paid by check-in.

Termination Dates. The Security Deposit Waiver coverage will end on the earlier of: (1) the normal check-out time on the Insured's scheduled check-out date from the Rental Property; or (2) the actual date of departure of the Insured from the Rental Property.

In no event will the Policy cover a Stay longer than [180] days from the date of check-in as a registered guest at a Rental Property.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this coverage part.

SECURITY DEPOSIT COVERAGE EXCLUSIONS

Benefits will not be provided for any loss or damage due to:

- (a) Natural Disaster;
- (b) intentional acts of an Insured Person;
- (c) gross negligence, willful or wanton conduct by an Insured Person;
- (d) any cause, if the Insured does not report the loss or damage to the staff of the Rental Property by the Termination Date;
- (e) normal wear and tear of the Rental Property unit;
- (f) damage caused by any pet or other animal brought into the Rental Property unit;]
- (g) loss of use of the Rental Property unit;]
- (h) theft or damage to any property owned by or brought by an Insured Person onto the Rental Property premises;]
- (i) theft or damage caused by anyone [visiting][other than] an Insured Person;]
- (j) theft without a valid police report;]
- (k) damage without a valid police report][unless the damage is caused by an Insured Person;]]
- (l) damage or theft in a Rental Property unit if the number of persons occupying the unit exceeds that unit's occupancy limit.]

SECURITY DEPOSIT COVERAGE NOTICE OF CLAIM.

All damage or theft for which a claim may be made under this coverage must be reported to the [Participating Organization] [Rental Property staff] no later than the Termination Date.

SECURITY DEPOSIT COVERAGE DISPUTE RESOLUTION.

All suits, actions or legal proceedings seeking determination of the rights and liabilities of the parties under this coverage shall be submitted to binding arbitration in accordance with the Federal Rules of Civil Procedure. A written demand for arbitration hereunder must be made by the Insured and served on the Company on or before three years from the date of the loss or be barred. No demand for arbitration can be brought to recover benefits unless 60 days have elapsed following written submission to the Company of the Proof of Loss information required.

SECURITY DEPOSIT SUBROGRATION AND RIGHT OF RECOVERY.

As a condition to receiving Security Deposit Waiver benefits under this coverage t, the Insured (or, if he or she is deceased, an authorized representative of the Insured) or the person to whom payment was made, agrees, except as may be limited or prohibited by applicable law:

1. To reimburse the Company for any such benefits paid to or on behalf of the Insured or such other person, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. Without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured or such other person, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the

condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the condition for which the Insured claims an entitlement to Policy benefits.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

[SECURITY AND POLITICAL EVACUATION

The Company will pay benefits for Covered Expenses incurred, up to the maximum shown on the Schedule of Benefits if an Emergency Security Situation or a Political Situation commences while You are in a Host Country and results in Your Security Evacuation or Political Evacuation if such evacuation is reasonably possible under the circumstances. The Company will pay benefits for Your Security Evacuation or Political Evacuation only if the actual evacuation process has been initiated within seven (7) days from the initial evacuation notice advised or posted, whichever is earlier, by the recognized government of Your Home Country or the Host Country.

Following a Security Evacuation or a Political Evacuation and when safety allows, the Company will pay for one-way economy airfare to return You to either the Host Country or Your Home Country, whichever country you designate.

Additional Services

The Company will pay the Assistance Company to provide the following services:

1. The Assistance Company will arrange for Your Security Evacuation or Political Evacuation as provided and limited herein.
2. The Assistance Company will assist You with the arrangement of ground transportation to the designated international airport or other safe departure point. You will be responsible for any costs associated with this segment of the evacuation.
3. If Your Security Evacuation becomes impractical due to hostile or dangerous conditions, the Assistance Company will maintain contact with You and advise You until evacuation becomes viable or the Emergency Security Situation has passed.
4. Upon Your request, the Assistance Company will provide You with the latest authoritative information and security guidance from its security database.
5. In the event You feel Your personal safety is threatened, but the situation does not dictate a Security Evacuation or Political Evacuation and You still request to be evacuated, the Assistance Company will assist You with the evacuation arrangements. You will be responsible for the costs associated with this type of voluntary evacuation.

These payments are in addition to the maximum shown on the accompanying Schedule of Benefits for Security Evacuation or a Political Evacuation.

Assistance Company means the service provider with which the Company has contracted to coordinate and deliver the services as described herein.

Covered Expenses means the necessary expenses incurred by You in Your Security Evacuation or Political Evacuation which do not exceed the maximum shown on the accompanying Schedule of Benefits for Security Evacuation or a Political Evacuation.

Emergency Security Situation means a civil and/or military uprising, insurrection, war, revolution, or other violent disturbance in a Host Country, which in the opinion of either the recognized government of Your Home Country or the Host Country immediate evacuation is advised. Emergency Security Situation does not include natural disasters.

Home Country means the country or territory as shown on Your passport.

Host Country means a country or territory You are visiting or in which You are living which is not Your Home Country.

Political Evacuation means:

- (a) The Political Situation warrants immediate transportation from Your Host Country;
- (b) You have notified the Assistance Company regarding the need to evacuate; and
- (c) The Assistance Company has arranged Your evacuation from an international airport or other safe departure point they designate to the nearest safe haven.

Political Situation means a written recommendation by officials of Your Home Country that You leave Your Host Country for non-medical reasons, or if You are expelled

or declared "persona non grata" on the written authority of Your Host Country.

Security Evacuation means:

- (a) The Emergency Security Situation warrants immediate transportation from Your Host Country;
- (b) You have notified the Assistance Company regarding the need to evacuate; and
- (c) The Assistance Company has arranged Your evacuation from an international airport, or other safe departure point they designate, to the nearest safe haven.

SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS

1. The benefits and services described herein are provided to You only if the Assistance Company provides or coordinates them.
2. The Assistance Company has sole discretion regarding the means, methods and timing of a Security Evacuation or a Political Evacuation. However, the decision to travel is Your sole responsibility.
3. You will be responsible for all transportation and living costs while at the safe haven.
4. The Company and/or the Assistance Company are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond their control. This includes Your failure to obtain Security Evacuation or a Political Evacuation, or any additional services where the rendering of such evacuation or service is prohibited by United States of America law, local laws or regulatory agencies.

5. Security Evacuation and Political Evacuation are not covered from Afghanistan, Iraq or Somalia.
6. The maximum shown on the accompanying Schedule of Benefits for Security Evacuation or a Political Evacuation is in US currency and applies per person per Emergency Security Situation or Political Situation.
7. The Company will not pay any costs or expenses arising from:
 - a. Security Evacuation or a Political Evacuation from Your Home Country.
 - b. Security Evacuation or a Political Evacuation when the Emergency Security Situation or Political Situation precedes Your arrival in the Host Country.
 - c. Security Evacuation or a Political Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven(7) days and You have failed to notify the Assistance Company regarding the need to evacuate.
 - d. The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
 - e. More than one (1) Security Evacuation or a Political Evacuation from a country or territory per individual per annual term.]

SECTION IV. GENERAL DEFINITIONS

GENERAL DEFINITIONS

["**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 the Insured is traveling.]

["**Accidental Injury**"] means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the loss.]

["**Active Military Duty**"] means serving in the United States Armed Forces on a full-time basis, not including the United States Armed Forces Reserves.]

["**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.]

["**Adventure Sports**"] means Leisure and non-professional sporting competitions in: Cycling, Mountain Climbing up to 15,000 feet, Fishing, Scuba diving for Qualified Divers up to a maximum depth of 40 meters (131 feet) and for Unqualified Divers up to a maximum depth of 30 meters (98 feet), Snorkeling, White or Black Water Rafting (Grades 1-4), Canoeing, Kayaking, Water Skiing, Camping, Hiking, Backpacking and Sailing. Leisure and non-professional sporting competitions in: Downhill and Cross Country Skiing, Snowboarding (including off-trail skiing, except as designated unsafe by the resort management), Snow

Mobiling, Tobogganing, Snow Tubing and Ice Skating.]

["**Annual Term**"] means that premium is paid on an annual basis. The Insured's insurance will continue in effect until 11:59 p.m. on the 366th day after the date of the Coverage Term starts as shown in Your Letter of Confirmation. The insurance will continue for subsequent annual terms, subject to timely payment of premium. The Insured may terminate this program by giving the Insurer 31 days advance written notice. The Insurer will refund any unearned premium.]

["**Assistance Company**"] means the service provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.]

["**Baggage**"] means luggage and personal possessions, whether owned, borrowed, or rented, taken by the Insured on the trip.]

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

["**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 the Insured within twelve months from the date of the Accident.]

["**Business Equipment**" means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.]

["**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 the Insured while traveling on a Common Carrier.]

["**Checked Baggage**" means a piece of baggage for which a claim check has been issued to the Insured by a Common Carrier.]

["**Check-In**" means the moment the Insured registers at the Hotel/Motel.]

["**Check-Out**" means the moment the Insured vacates the Hotel/Motel room and pays the itemized total costs incurred for his/her stay.]

["**City**" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.]

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

["**Company**" means Arch Insurance Company.]

["**Complication of Pregnancy**" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.]

["**Covered Expenses**" shall mean expenses incurred by the Insured which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the accompanying Schedule of Benefits, under each stated benefit.]

["**Covered Trip**" means any class of scheduled trips, tours or cruises shown in the Application for which the [Insured] requests coverage and remits the required premium.]

["**Cruise**" means any prepaid sea arrangements made by the Participating Organization.]

["**Custodial Care**" means care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and can, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care include help in walking or getting out of bed; assistance in bathing, dressing or feeding; or supervision over medications which could normally be self-administered.]

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

["**Dependent Child(ren)**" means [one of] the Insured's children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age [19] and primarily dependent on the Insured for support and maintenance; or (2) [who is at least age 19 but less than age 23] and who regularly attends [an institution of learning] [an accredited school or college]; and who is primarily dependent on the Insured for support and maintenance.]

["**Dependent**" means lawful spouse [and/or] unmarried children under [18] years of age.]

["**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.]

["**Economy Fare**" means the lowest published rate for a [one-way] [round trip] [economy ticket.]

["**Effective Date**" means the date and time an Insured's coverage begins, as outlined in the General Provisions section of the Policy.]

["**Eligible Person**" means [a citizen or resident of the United States] [a person] who is covered under a Class of Eligible Persons shown on the Application and who [is scheduled to take a Covered Trip;] [elects coverage]; [the required premium is paid] [Also defined as "You," or "Your"] [the person enrolled for coverage, the Insured's spouse, and unmarried Dependent Children of the Insured who are under 19 years of age (24 if a full-time student). [If a mental or physical handicap prevents a

Dependent Child from self-support when he/she reaches the termination age, he/she may remain as an Eligible Person under the Policy. Proof of such incapacity and dependency must be furnished to the Company within 31 days of the child's attainment of the termination age and not more frequently than annually thereafter.]]

["**Emergency Evacuation**" means the Insured's medical condition warrants immediate transportation from the place where the Insured is injured or sick to [the nearest Hospital where appropriate medical treatment can be obtained][their Hospital of choice;]

["**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 the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while coverage is in force as to the Insured suffering the symptom and during the Insured's Trip.]

["**Exchange**" means an agreement between an owner of a time-share vacation property and [the Travel Supplier] whereby a confirmed transfer of a time share takes place].

["**Exchange Trip**" means the Insured's pre-arranged Trip based on the Insured's Scheduled Arrival and Departure Dates to the Exchange property and including the day before the Insured's arrival date and the day after the Insured's departure date].

["**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] [Any vehicle with an original manufacturer's suggested retail price greater than [\$25,000] [and] [Yugo.] [This is not a comprehensive list, please contact Your Administrator for eligibility]

["**Family Member**" means [the Insured's] [the Insured's or Traveling Companion's] [legal or common law spouse], [Domestic Partner], [The Insured's or Domestic Partner's] [care giver] [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], [who reside in the United States, Canada or Mexico.]]

["**Forceful Entry**" means that someone illegally accessed the Insured's Hotel/Motel room by breaking in a door, window or surrounding walls.]

["**Guest**" means a person who is scheduled to travel on an Exchange Trip or a Trip to a home resort, has been provided a Guest certificate by [a timeshare member], whose Guest certificate has been applied to an Exchange].

["**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 the Insured or Traveling Companion is [directly or] not directly involved.]
- (c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, Natural Disaster, [civil commotion or riot.]]
- (d) A closed roadway causing cessation of travel to the [Participating Organization] [destination of the Covered Trip] (substantiated by the department of transportation, state police, etc.)
- (e) Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation Records.]

["**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.]

["**Host at Destination**" means a person with whom the Insured is sharing pre-arranged overnight accommodations at the host's usual principal place of residence.]

["**Hotel/Motel**" means an establishment [located in the United States or Canada] that provided lodging for the general public and usually meals, entertainment and various personal services.]

["**Hotel/Motel Burglary**" means Forceful Entry into the Insured's Hotel/Motel room which results in the Insured suffering a loss of personal property.]

["**Inclement Weather**" means any severe weather condition [other than a hurricane] which delays the scheduled arrival or departure of a Common Carrier.]

["**Individual Coverage Term**" means the period of time beginning when the Insured has been enrolled for coverage under the Policy and for whom the required premium has been paid.]

["**Injury**" means Bodily Injury caused by an Accident occurring while the Policy is in force, and resulting directly and independently of all other causes of Loss covered by the Policy. The Injury must be verified by a Physician and require emergency care.]

["**Insured**" means an Eligible Person (as defined above and included in the Class of Eligible Persons on the Application) while covered under the Policy.]

["**Land/Sea Arrangements**" means [land and or sea arrangements made by the Participating

Organization][Travel Supplier] [any activities undertaken by the Insured while in the Individual Coverage Term.]

["**Loss**" means injury or damage sustained by the Insured as a result of one or more of the occurrences against which the Company has undertaken to indemnify the Insured.]

["**Maximum Benefit**" means the largest total amount of Covered Expenses that the Company will pay for the Insured [as found on the ID card].]

["**Medically Necessary**" means that a treatment, service, or supply is: [(1) is essential for diagnosis, treatment or care of the Injury or Sickness for which it is prescribed or performed;] [(2) meets generally accepted standards of medical practice;] [and] [(3) is ordered by a Physician and performed under his or her care, supervision or order.]

["**Natural Disaster**" means [flood,] [fire,] [hurricane,] [tornado,] [earthquake,] [volcanic eruption,] [blizzard] [or] [avalanche] that is due to natural causes.]

["**Participating Organization**" means a travel agency, tour operator, cruise line, airline or other organization who applies for coverage under the Policy and remits the required premium to the Company.]

["**Physician**" means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be the Insured, a Traveling Companion or a Family Member.]

["**Policy**" shall mean, the master Policy, this document, the Application and any endorsements, riders or amendments that will attach during the period of coverage.]

["**Pre-Existing Condition**" means any injury, sickness or condition of the Insured, [Traveling Companion] [Family Member booked to travel with the Insured] [the Insured's and/or Traveling Companion's Family Member] for which within the [sixty (60)] day period prior to the effective date [of Trip Cancellation coverage] 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.] [The Pre-Existing Conditions exclusion is waived if the Insured enrolls in the Policy at the time the Insured pays the deposit required for their Trip [(or within [10] [days] of the initial deposit)] and the Insured purchases the Policy for the full cost of their Trip.][Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

- (a) the expiration of [12] consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition; or
- (b) the expiration of [24] consecutive months, beginning with the effective date of coverage.]

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

["Pre-Existing Condition" means any Injury, sickness or condition of the Insured, [Traveling Companion] [Family Member booked to travel with the Insured] [the Insured's and/or 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. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription] [The Pre-Existing Conditions exclusion is waived if the Insured enrolls in the Policy at the time the Insured [pays the deposit required for their Trip] [(or within [15] [days] of the initial deposit)] [makes the final payment for their Trip] and the Insured purchases the Policy for the full cost of their Trip.]

["Policyholder" means the Policyholder shown on the face page of the Policy.]

["Qualified Diver" means a diver that is certified by a recognized Scuba Diving Authority such as PADI.]

["Recreational Ski Racing" means any race which does not contain a points system which counts towards a professional or amateur circuit.]

["Schedule" means the accompanying Schedule of Benefits .]

["Scheduled Departure Date" means [the date on which the Insured is originally scheduled to leave on the Trip.][the first day of any Covered Trip taken during the Individual Coverage Term].

["Scheduled Return Date" means [the date on which the Insured is originally scheduled to return to the point of origin or to a different final destination.][the last day of any Covered Trip taken during the Individual Coverage Term.]

["Sickness" means an illness or disease which is diagnosed or treated [by a Physician] after the effective date of insurance and while the Insured is covered under the Policy.]

["Ski Equipment" means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snowsports equipment.]

["Strike" means [any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier] [a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts. Coverage is only valid if an Insured's trip cancellation coverage is effective prior to when the Strike is foreseeable. A Strike is foreseeable on the date labor union members vote to approve a Strike.]]

["Strike" means a stoppage of work: (a) announced, organized and sanctioned by a labor union; and (b) which interferes with the normal departure and arrival of a Common Carrier. This includes work slowdowns and sick-outs.]

["Terrorist Attack" means an incident deemed an act of terrorism by the U.S. Department of State][the U.S. Government.]

["Transportation" means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.]]

["Traveling Companion" means [person(s) named and traveling under the same reservation as the Insured] [person(s) booked to accompany the Insured on the Insured's Trip] [person(s) sharing travel arrangements with the Insured] [(to a maximum of four (4) persons including the Insured)][the lessor of five (5) people booked to accompany the Insured on the Insured's Exchange, or the maximum occupancy of the Exchange, less one (1) person][a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Covered Trip. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.]]

["Travel Supplier" means tour operator, cruise line, hotel etc. who has made the land and/or sea arrangements.]

["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] [any trip taken during the Individual Coverage Term] [travel arrangements charged to the eligible credit card][prepaid course arrangements][the date of travel shown on the Insured's membership confirmation letter for which the Insured purchased this plan][Travel must be more than [100 miles] from the

Insured's [legal] [primary] residence][Maximum Trip duration is [6 months]][Coverage is available for persons under age (70)].[Trip means a period of round-trip travel to a destination that is at least [100 miles] from the Insured's primary place of residence.]

["Unforeseen" means not anticipated or expected and occurring after the effective date of the policy.]

["Unqualified Diver" means a diver who is not certified by a recognized Scuba Diving Authority such as PADI.]

["Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.]

["Winter Sports" means bob-sleighbing, cross country skiing, curling, dog-sledding, heli-skiing, heli-boarding, ice skating, mono skiing, off-piste skiing, off-piste snowboarding, recreational racing, skiing, snowparks, snowboarding, snow mobiling, tobogganing, ski-tours (including where ropes are used for safety purposes.)

SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS

LIMITATIONS AND EXCLUSIONS

[The following exclusions apply to [Trip][Exchange] Cancellation] [Trip][Exchange] Cancellation within [48] hours of departure], [Trip][Exchange] Interruption], [Trip Delay], [Missed Connection], [Itinerary Change], [Accidental Death & Dismemberment], [Common Carrier (Air Only)], [Accidental Death & Dismemberment], [Sickness Medical Expense], [Accident Medical Expense],

[Emergency Sickness Medical Expense], [Emergency Accident Medical Expense], [Emergency Evacuation], [Repatriation of Remains], [Collision Damage Waiver],[Hotel Overbooking],[Pet Care Home Alone],[Change of Mind Coverage]:

Loss caused by or resulting from:

- [1. Pre-Existing Conditions, as defined in the Definitions section [(except Emergency Evacuation and Repatriation of Remains)][unless the Policy is purchased [at the time of deposit] [within [15 days] of the initial Trip deposit]][unless coverage was purchased at time of [guaranteed][final] payment;][The booking for the Covered Trip must be the first and only booking for this travel period and destination.] [The Insured is not disabled from travel at the time they [pay the premium][make their Land/Sea Arrangements][the Covered Trip cost per person is no more than [up to \$10,000] [and] [the total cost of the Covered Trip is no more than [up to \$50,000.] [the Insured must purchase the policy for the full cost of their Trip]
- [2. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Missouri, sane only) [committed by the Insured, Traveling Companion or Family Member, whether insured or not;] [unless results in the death of a non-traveling immediate Family Member];]
- [3. Intentionally self-inflicted injuries;]
- [4. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;]
- [5. Participation in any military maneuver or training exercise][police service] [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 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;]

- [6. Piloting or learning to pilot or acting as a member of the crew of any aircraft;]
- [7. Mental or emotional disorders, [unless hospitalized];] [conditions which manifest themselves as a mental or nervous disorder regardless of origin;]
- [8. Participation as a professional in athletics;] [participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events or scuba diving.]
- [9. Participation in underwater activities;]
- [10. [Expenses incurred as a result of]being under the influence of drugs or intoxicants, unless prescribed by a Physician][unless results in the death of a non-traveling immediate Family Member;
- [11. Commission or the attempt to commit a criminal act [by the Insured, Traveling Companion, or Family Member, whether insured or not;]]
- [12. Participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; [any race][racing by horse, motor vehicle, or motorcycle][motorcycle/motor scooter riding]; bungee cord jumping; and speed contest][speed contest shall not include any of the regatta races][scuba diving][deep sea diving][spelunking or caving] [heliskiing][extreme skiing;][rock climbing]
- [13. Dental treatment except as a result of an injury to

- sound natural teeth [within [twelve (12)] months of the Accidental Injury][limited to \$750];
- [14. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;]
 - [15. Pregnancy and childbirth (except for complications of pregnancy)][except if hospitalized;]
 - [16. Curtailment or delayed return for other than covered reasons;]
 - [17. Traveling for the purpose of securing medical treatment;]
 - [18. Services not shown as covered;]
 - [19. 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;]
 - [20. Confinement or treatment in a government Hospital; however the United States government may recover or collect benefits under certain conditions;]
 - [21. Care or treatment which is not medically necessary;]
 - [22. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;]
 - [23. Care or treatment that is payable under any insurance policy that does not require deductible and/or coinsurance payments by the Insured;]
 - [24. Injury or Sickness when traveling against the advice of a Physician;]
 - [25. 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;]

- [26. A loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the [policy] [plan] is not in effect for you.]
- [27. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due the Insured;]
- [28. Civil disorder or riot;]
- [29. Venereal disease or syphilis or other sexually transmitted disease.]
- [30. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen.]
- [31. Expenses for Custodial Care, whether recommended by a Physician or not.]
- [32.. Adventure Sports, as defined [unless the required premium has been paid.]]
- [33. Travel to Iraq or Afghanistan][Cuba][Africa][any country subject to a current travel warning issued by the U.S. Department of State]
- [34. Expenses not approved by the Assistance Company in advance.]
- [35. Multiple evacuations for the same condition.]
- [36. Expenses for cremation or burial.]
- [37. Any sickness-related medical expenses [except for enses.]
- [38. Riding or driving in any motor competition.]
- [39. Expenses resulting from a motor vehicle accident, unless the Insured is properly licensed to operate the vehicle at the place and time of the accident.]

[The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported

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

[The following exclusions apply to [Baggage/Personal Effects],[Baggage/Personal Effects-Business Equipment Only], [Baggage Delay], [Lost Baggage]:

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 collectors 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. personal computers][telephones, computer hardware or software;]
- [21. sporting equipment if loss or damage result 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.]
- [14. property that is left in a vehicle if the vehicle is not properly secured.]

[The following exclusions apply to Hotel/Motel Burglary:

- [1. cash;]

- [2. checks;]
- [3. securities;]
- [4. credit cards;]
- [5. other negotiable instruments;]
- [6. tickets;]
- [7. documents;]
- [8. coins;]
- [9. deeds;]
- [10. bullion;]
- [11. stamps;]
- [12. business items;]
- [13. personal computers;]
- [14. forcible exit;]
- [15. eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs.]

The Company will not pay for delay, loss of market, or indirect or consequential losses or damages of any kind.]

[The following exclusions apply to loss or damage of Business Equipment:

- The Company will not pay for loss or damage for:
- [1. items other than Business Equipment;
 - [2. intentional acts;
 - [3. gross negligence or willful and wanton conduct;
 - [4. Business Equipment shipped as freight or shipped prior to the Insured's Scheduled Departure Date;
 - [5. Business Equipment that is left in or on a vehicle or a car trailer;
 - [6. Business Equipment that is lost by a Common Carrier and the loss is not reported to the Common Carrier within 24 hours after the loss and a claim is not filed with the Common Carrier;
 - [7. Business Equipment that is stolen and the theft is not reported to the appropriate authorities; or

- [8. Damage to the Business Equipment resulting from defective materials or workmanship, ordinary wear and tear and normal deterioration.]

[The following exclusions apply to [Collision Damage Waiver][Renters Collision Insurance]:

- [1. Any obligation the Insured assumes under any agreement (except insurance collision deductible);]
- [2. Rentals of [trucks] [trucks that are over [18] feet long], [campers], [trailers], [off-road vehicles] [four-wheel drive vehicles], [motor bikes], [motorcycles], [recreational vehicles] [or] [Exotic Vehicles;]]
- [3. Any loss which 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 company;]
- [5. Damage to any other vehicle, structure or person as a result of a covered loss.]]
- [6. Glass damage;]
- [7. Overhead damage;]
- [8. Tire damage.]

[The following duties in the event of loss apply to [Collision Damage Waiver] [Renters Collision Insurance]:

- [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.]]

SECTION VI. COORDINATION OF BENEFITS

[COORDINATION OF BENEFITS

Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

"Plan" is a form of contract written on an expense incurred basis which provides benefits or services for, or

because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the Policy holder pays the premium.

"Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

"This Plan" is the parts of this Policy that provide benefits for health care expenses on an expense incurred basis.

"Primary Plan" is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or
- (b) all Plans which cover the person use the same order of benefits determination rules as in this contract,

and under those rules the Plan determines its benefits first.

"Secondary Plan" is one which is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of the contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under the rules of the contract, has its benefits determined before those of that Secondary Plan.

"Allowable Expense" is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

"Claim" is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

"Claim Determination Period" is the period of time, which must not be less than 12 consecutive months, over which

Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether overinsurance exists; and (b) how much each Plan will pay or provide.

For the purposes of the Policy, Claim Determination Period is the period of time beginning with the effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan .

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

Rules

This Plan determines its order of benefits using the first of the following rules which applies:

(a) Nondependent/Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent.

(b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim

is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims which were submitted up to that point in time during the Claim Determination Period.

Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

Facility of Payment

A payment made under another Plan may include an amount which should have been paid under this Plan. If it does, the Company may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

Noncomplying Plans

This Plan may coordinate its benefits with a Plan which is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (noncomplying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, our payment will be the limit of This Plan's liability; and
- (c) if the noncomplying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, the Company will assume that the benefits of the noncomplying Plan are identical to This Plan and will pay benefits accordingly. However, the Company will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.]