

**SCHEDULE OF SERVICES**

**REDPOINT will provide the services described in this policy and listed below.**

SERVICES	LIMITS
MEDICAL TRANSPORTATION AND RESCUE SERVICES	US\$750,000
SEARCH	US\$25,000
MORTAL REMAINS TRANSPORTATION	US\$15,000
SECURITY EVACUATION	US\$125,000
INVOLUNTARY DETENTION	US\$15,000
AGGREGATE MAXIMUM	US\$750,000
24/7 TRAVEL ASSISTANCE SERVICES	Included

**REDPOINT RESOLUTIONS LLC**  
**RIPCORD MEMBER SERVICES AGREEMENT AND TERMS OF SERVICE**

Ripcord is a medical, security and rescue evacuation membership program provided by Redpoint Resolutions LLC (“Redpoint”) arranging global medical, security, and rescue transportation and emergency consultation services. Members are provided access to transportation vehicles along with access to medical and security professionals for consultations and other member services. Ripcord is a membership program, not an insurance plan. Redpoint does not and will not reimburse or indemnify members for expenses incurred.

By purchasing and/or using your Ripcord membership, you agree to be bound by this Ripcord Member Services Agreement and its Terms of Service.

This Ripcord Member Services Agreement (“Agreement”) is a legal agreement between you and Redpoint. Redpoint reserves the right, in its sole discretion, to reject any application for Ripcord membership, in which case this Agreement shall be null and void. If accepted, this Agreement shall be effective at 12:01am local time at your location on the effective date and continue through 11:59pm local time at your location on the expiration date. RIPCORD ANNUAL MEMBERS’ MEMBERSHIPS WILL AUTOMATICALLY RENEW AT THE ANNIVERSARY OF THE MEMBERSHIP START DATE UNLESS THE MEMBER NOTIFIES REDPOINT OF THEIR DESIRE TO NOT RENEW THEIR RIPCORD MEMBERSHIP.

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**SECTION I. DEFINITIONS**

Unless otherwise defined herein or the context otherwise requires, the terms defined below shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

**“Application”** All information provided by the Member for the preparation and administration of Ripcord.

**“Designated Representative”** Individual as identified to Redpoint as the primary decision maker for the Member should the Member be unable to communicate.

**“Family Membership”** Includes the Member, the Member’s spouse or domestic partner, and up to four (4) of their unmarried dependent children under the age of nineteen (19) who are dependent on the primary member for financial support and reside at the Member’s primary residence or under the age of twenty-four (24) who are enrolled as full-time students in an accredited school or college.

**“Foreign Country”** The country in which the Member is visiting or temporarily residing which is not the country of the Member’s Primary Residence or Home Country.

**“Home Country”** The Member’s declared county of Primary Residence or country of passport issuance.

**“Hospitalized” or “Hospitalization”** On a continuous in-patient basis, the Traveler has been admitted to a medical facility due to a medically diagnosed illness or injury. Hospitalization shall not include admission for convenience.

**“Involuntary Detention”** The abduction by violence or threat of violence and holding under duress of a

Traveler by a person or group, excluding government agencies, law enforcement, or military units, for a period of not less than twenty-four (24) hours, demanding payment in exchange for the release of the Traveler.

**“Member”** The person or persons (spouse, dependent children, or domestic partner) named on the application who have paid the applicable Ripcord membership fees and who have been approved by Redpoint.

**“Primary Residence”** The Member’s fixed, permanent and principal home for legal and tax purposes. This location will serve as a center point for a radius of 100 miles to determine whether the Member qualifies for Redpoint’s services under the Ripcord Member Services Agreement.

**“Qualifying Security Incident”** Qualifying Security Event (“OSI”) is any of the following situations involving a Traveler that trigger the need for a Security Evacuation:

- i. The Traveler has been expelled or declared persona non grata on the written authority of the recognized government of the Foreign Country;
- ii. Political or military events involving the Foreign Country have resulted in the appropriate authority(ies), for reasons other than medical, issuing an advisory stating that citizens of the Traveler’s Home Country or country of Primary Residence should leave the Foreign Country;
- iii. Unpredictable natural disaster as determined by Redpoint;
- iv. The Traveler has been deemed kidnapped or a missing person by local or international authorities and, when found and released from captivity, his or her safety and/or well- being are in question as determined by Redpoint within seven days of him or her being found and released;
- v. Security events have created a situation in which the Traveler has experienced deliberate physical harm or a threat against the Traveler’s health and safety as determined by Redpoint.

**“Search”** Costs for organized search if person becomes disoriented, lost, or reported missing during a recreational activity.

**“Security Evacuation and Involuntary Detention Membership Selection”** An election made and paid for by the Member that entitles the Member to Security Evacuation and Involuntary Detention Services pursuant to the Ripcord Member Services Agreement.

**“Traveler”** A Member who is traveling more than 100 miles from their Primary Residence.

## SECTION II. PROVISIONS

### 1. RIPCORD MEMBERSHIP SERVICES MAXIMUM.

- 1.1. **Aggregate Maximum.** The aggregate maximum cost to Redpoint for the services provided in this Agreement shall be limited to US\$750,000.
- 1.2. **Medical Transportation and Rescue Services.** The per-person maximum for medical transportation and Rescue Services is US\$750,000.
- 1.3. **Search Services.** The per-person maximum for search services is US\$25,000.
- 1.4. **Mortal Remains Transportation.** The per-person maximum for mortal remains transportation is US\$15,000.
- 1.5. **Security Evacuation.** The per-person maximum for security evacuation is US\$125,000.
- 1.6. **Involuntary Detention.** The per-person maximum for involuntary detention services is US\$15,000.

### 2. REDPOINT OBLIGATION.

- 2.1. **Redpoint Obligation.** Redpoint shall only be obligated to pay for services which are provided and arranged for by Redpoint and Redpoint contractors. The final selection and payment for any such services not arranged for or provided by Redpoint shall be the sole responsibility of the Traveler. Redpoint shall not provide reimbursement for transportation services arranged by any third party.

### 3. PAYMENT, FEES AND REFUNDS.

- 3.1. **Membership Payment.** All membership fees are due and payable on or before the commencement of the

membership date. Redpoint shall have no obligation to render services hereunder unless membership fees have been paid in full.

3.2. **Other Fees.** All other fees are due upon invoice or prior to or at the time of services to be rendered by Redpoint, at Redpoint's sole discretion. Any payments, guarantees or advances made by Redpoint under this Agreement on behalf of a Member are made as an agent for the Member. Redpoint may, at its discretion, require a deposit to be furnished by the Member before any such services are rendered.

3.3. **Refunds.** Redpoint will not refund any portion of any Ripcord membership fee after the Ripcord membership start date.

#### **4. LIMITATION OF LIABILITY, INDEMNIFICATION**

4.1. In the course of providing services under this Agreement, Redpoint may be engaged in ultra-dangerous or hazardous environments, emergency situations, high-risk activities, sudden or unexpected events and occurrences. Given these unusual, chaotic, fluid, and difficult circumstances, each party agrees to indemnify, defend and hold harmless the other party and its successors, assigns, subsidiaries, affiliates, members, legal counsel, managers, principals, accountants, officers, shareholders, directors, guarantors, employees, subcontractors and agents from and against any and all damages, losses, claims, suits, actions, proceedings, expenses, including legal fees and liabilities of any kind arising out of the indemnifying party's wrongful conduct, omission or the fault of the indemnifying party's agents, employees or subcontractors, including without limitation, the provision of products or services by indemnifying party described in this Agreement.

4.2. Redpoint's maximum liability for any damages or loss shall be limited to US\$750,000.

4.3. The Member waives all claims against Redpoint for any loss resulting from any advice given, services provided or any acts of omissions of any third party service provider including, without limitation, third party service providers of medical services, transportation, security personnel or legal services who are referred by Redpoint.

#### **5. FORCE MAJEURE**

5.1. Redpoint shall not be liable for damages for any delay or inability of delivery caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the provision of services is prohibited or delayed by local laws, regulators or regulatory agencies.

#### **6. CONSEQUENTIAL DAMAGES**

6.1. In no event shall Redpoint be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

#### **7. SURVIVAL OF CLAIMS**

7.1. Any and all legal actions and claims arising under this Agreement against Redpoint, its officers, directors, employees, contractors, subcontractors, or agents shall be barred unless written notice thereof is received by Redpoint within one (1) year of the date of the initial event giving rise to such action or claim.

#### **8. INFORMATION AND CONSENT**

8.1. **Authorization to Share Information and Informed Consent.** The Member authorizes the release, to or from Redpoint and any Redpoint contractor or designated representative, of any and all confidential Member information, including but not limited to, financial information, patient medical records, histories, examinations and test, medical images including photographs, x-rays or other images, output data from medical devices and sound and video files. The Member agrees to assist Redpoint in obtaining this information when necessary and that Redpoint shall not be obligated to provide services if Redpoint is not able to receive or release any necessary information

#### **9. AUTHORIZATION FOR TRANSPORT AND TREATMENT.**

9.1. Redpoint may require Members and their immediate family to provide Redpoint with written authorization and releases prior to rendering services under this Agreement. Redpoint shall not be obligated to provide services if necessary documents are not executed by the Member or their designated representative. Member understands and agrees that medical care, including emergency care, may be initiated during transport if in Redpoint or Redpoint contractors' professional judgment, such care is necessary.

**10. FRAUDULENT STATEMENT.**

- 10.1. Any fraud, misrepresentation, or concealment in the statements made by the Member may result in the suspension of Redpoint services and payment in full to Redpoint for services rendered to the Member. Redpoint's failure to immediately suspend service and require payment shall not constitute a waiver nor preclude Redpoint from doing so at a later time.

**11. DESIGNATED REPRESENTATIVE.**

- 11.1. In the event that a Traveler is incapacitated and unable to make decisions, Redpoint will attempt to contact the Member's Designated Representative for the purposes of making decisions on behalf of a Member with regards to the services provided in this Agreement.

**12. GENERAL EXCLUSIONS.**

- 12.1. Redpoint shall not be under any obligation to pay for or provide any items or services not explicitly set forth herein, including but not limited to any hospital or medical expenses.

**13. PROPER LAW AND VENUE.**

- 13.1. This Agreement shall be governed and construed according to the laws of the State of California, United States of America. The venue for all claims and dispute under this Agreement, and all lawsuits filed and all arbitration concerning this Agreement shall be maintained in San Mateo County, California, United States of America.

**14. AMENDMENT.**

- 14.1. Redpoint reserves the right, in its sole discretion, to amend all documents including this Agreement, with or without notice. Any such amendment shall be posted to the appropriate Ripcord website and effective immediately upon the Member's renewal date.

**15. COMPLETE AGREEMENT.**

- 15.1. Both parties understand and expressly agree that this Agreement represents the entire agreement between the Member and Redpoint and that this Agreement replaces any representations outside of this Agreement.

**16. ENFORCEABILITY.**

- 16.1. If any portion or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect and shall be valid and enforceable to the fullest extent permitted by law.

**17. HEADINGS.**

- 17.1. Headings used in this document are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**SECTION IV. SERVICES**

**1. DESCRIPTION OF MEDICAL TRANSPORTATION SERVICES**

- 1.1 **Medical Transportation Services.** Subject to the conditions, exclusions, and limitations of this Agreement, Redpoint will provide, arrange and pay all ordinary and necessary expenses for air and/ or surface transportation to a Traveler's Home Country Hospital of Choice for a Traveler who is Hospitalized.
- 1.2 **Rescue Services.** Should the Traveler have a medical condition which in Redpoint's sole discretion (i) requires emergency medical care to avoid death or serious and permanent impairment to the Traveler's health, and/or (ii) requires Hospitalization, AND (iii) is unable to obtain transportation to a medical facility; Redpoint will provide, arrange and pay for Rescue Services to a hospital, clinic or other medical facility, using air, ground or marine transport. In determining whether the Traveler's condition warrants

Rescue Services, Redpoint may take into consideration the Traveler's location, the medical condition and the availability of local medical care. The Traveler must be at a known location. Rescue Services may include Search Services subject to the conditions, exclusions, and limitations of this Agreement.

- 1.3 Mortal Remains Transportation Services.** To the extent permitted by law and subject to the terms, limitations and exclusions of this Agreement, Redpoint will arrange and pay for all reasonable and necessary expenses to transport the Traveler's mortal remains to a morgue, funeral home, or mortuary designated by the Traveler's estate within the Traveler's Home Country.
- 1.4 Medical Transportation, Rescue and Mortal Remains Transportation Service Limitations.** Redpoint reserves the right, at its sole discretion, to determine whether the Traveler's condition is sufficiently serious to warrant evacuation or transportation and the means or methods by which such an evacuation or transport will be provided. Redpoint shall not be obliged to provide more than two (2) transports to any single Traveler in any twelve (12) month period. Redpoint shall not be under any obligation to provide transport services or incur any expenses to or from a Traveler or mortal remains if, in Redpoint's sole discretion:
- 1.4.1 The Traveler incurs any cost or expense not expressly covered by the Agreement and not approved in advance and in writing by Redpoint and/or not arranged by Redpoint;
  - 1.4.2 The Traveler cannot be transported in a manner that enhances Traveler's survival and / or wellbeing;
  - 1.4.3 The Traveler is not accessible;
  - 1.4.4 The Traveler has an infectious or contagious disease which could endanger the patient, those in contact with the patient or whose transport is prohibited by law;
  - 1.4.5 The Traveler's condition is self-inflicted;
  - 1.4.6 The Traveler's expense is incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease;
  - 1.4.7 The Traveler's primary diagnosis is psychiatric in nature;
  - 1.4.8 The Traveler is engaging in the commission of, has committed or is accused of committing a criminal act;
  - 1.4.9 The Traveler was on an organ transplant list at the time such Traveler embarked on his or her trip and such transport is related to such transplant;
  - 1.4.10 The Traveler is Hospitalized due to a pre-existing condition that was diagnosed or treated within forty-five (45) days prior to traveling, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment;
  - 1.4.11 The Traveler has a condition caused by the intentional ingestion and/or overdose of a controlled or banned substance, or is Hospitalized due to the use of drugs or intoxicants not prescribed by a physician;
  - 1.4.12 The Traveler's condition occurred while or resulted from engaging in the active service in the armed forces, police of any nation, or as a security or military contractor or professional; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, terrorism, or insurrection;
  - 1.4.13 The Traveler's condition is a result of nuclear reaction or radiation;
  - 1.4.14 The Traveler's condition is a result of having been exposed to ionizing radiation or radioactivity from irradiated nuclear fuel which would endanger the patient, those in contact with the Traveler or whose transport is prohibited by law;
  - 1.4.15 The Traveler's condition is a result of having been exposed to any nuclear weapon, or chemical or biological agent;
  - 1.4.16 The Traveler is traveling against the advice of a physician, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment;
  - 1.4.17 The Traveler failed to maintain immigration, work residence or similar visas, permits, or other documentation;
  - 1.4.18 The Traveler is beyond her second trimester of pregnancy or transport would endanger the life of the mother and/or unborn child;
  - 1.4.19 The Traveler has not heeded travel warnings issued by the State Department or appropriate authorities recommending that Travelers avoid that specific region or location;
  - 1.4.20 The Traveler is traveling in above the Arctic Circle parallel north or below the 60th parallel south, unless Traveler's polar application has been approved and Traveler has paid for the polar upgrade.

## 2. DESCRIPTION OF SECURITY EVACUATION SERVICES

- 2.1 **Security Evacuation Services.** In the event of a Qualifying Security Incident affecting a Traveler, subject to the conditions, exclusions, and limitations in this Agreement, Redpoint will advise, provide, arrange and pay all necessary services for air and/or surface transport to the Traveler's Country of Residence. Evacuation shall be requested within 7 days of the occurrence of any such Qualifying Security Incident. Redpoint personnel shall have sole discretion whether or not to provide such services and the manner in which they are provided.
- 2.2 **Security Evacuation Limitations.** Redpoint reserves the right, at its sole discretion, to determine whether the Traveler's condition is sufficiently serious to warrant evacuation or transportation and the means or methods by which such an evacuation or transport will be provided. Redpoint shall not be obligated to provide more than one (1) transport to any single Traveler in any twelve (12) month period. Redpoint shall not be under any obligation to provide transport services or incur any expenses to or from a Traveler if, in Redpoint's sole discretion:
- 2.2.1 The Traveler incurs any cost or expense not expressly covered by the Agreement and not approved in advance and in writing by Redpoint and/or not arranged by Redpoint;
  - 2.2.2 The Traveler cannot be transported in a manner that enhances Traveler's survival and / or wellbeing;
  - 2.2.3 The Traveler is not accessible;
  - 2.2.4 The Traveler has not heeded travel warnings issued by the State Department or appropriate authorities recommending that Travelers avoid that specific region or location;
  - 2.2.5 The Traveler is engaging in the commission of, has committed or is accused of committing a criminal act;
  - 2.2.6 The Traveler's condition occurred while or resulted from engaging in the active service in the armed forces, police of any nation, or as a security or military contractor or professional; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, terrorism, or insurrection;
  - 2.2.7 The Traveler failed to maintain immigration, work residence or similar visas, permits, or other documentation;
  - 2.2.8 The Traveler purchased a Ripcord Membership while in a region where a Qualifying Security Incident existed or could have been reasonably predicted to be imminent prior to the purchase of the Ripcord Membership;
  - 2.2.9 The Traveler has been kidnapped, detained or held for ransom and has not been released from captivity;
  - 2.2.10 The Traveler is traveling above the Arctic Circle parallel north or below the 60th parallel south, unless Traveler's polar application has been approved and Traveler has paid for the polar upgrade.

## 3. DESCRIPTION OF INVOLUNTARY DETENTION SERVICES

- 3.1 **Involuntary Detention Services.** In the event a Traveler is Involuntarily Detained, subject to the conditions, exclusions, and limitations in this Agreement, Redpoint will provide, arrange and pay services for detainee retrieval operations and negotiations up to the limits described in this Agreement. Redpoint personnel shall have sole discretion whether or not to provide such services and the manner in which they are provided.
- 3.2 **Involuntary Detention Limitations.** Redpoint reserves the right, at its sole discretion, to determine whether the Traveler is experiencing an Involuntary Detention event and the means or methods by which such Involuntary Detention Services will be provided. Redpoint shall not be obligated to provide Involuntary Detention Services for more than one (1) event to any single Traveler in any twelve (12) month period. Redpoint shall not be under any obligation to provide services or incur any expenses to or from a Traveler if, in Redpoint's sole discretion:
- 3.2.1 The Traveler incurs any cost or expense not expressly covered by the Agreement and not approved in advance and in writing by Redpoint and/or not arranged by Redpoint;
  - 3.2.2 The Traveler cannot be transported in a manner that enhances Traveler's survival and / or wellbeing;

- 3.2.3 The Traveler is not accessible;
- 3.2.4 The Traveler has not heeded travel warnings issued by the State Department or appropriate authorities recommending that Travelers avoid that specific region or location;
- 3.2.5 The Traveler is engaging in the commission of, has committed or is accused of committing a criminal act;
- 3.2.6 The Traveler's condition occurred while or resulted from engaging in the active service in the armed forces, police of any nation, or as a security or military contractor or professional; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, terrorism, or insurrection;
- 3.2.7 The Traveler failed to maintain immigration, work residence or similar visas, permits, or other documentation;
- 3.2.8 The Traveler purchased a Ripcord Membership while in a region where Involuntary Detention could have been reasonably predicted to be imminent prior to the purchase of the Ripcord Membership;
- 3.2.9 The Traveler has violated the law of the Foreign Country;
- 3.2.10 The Traveler is traveling above the Arctic Circle parallel north or below the 60th parallel south, unless Traveler's polar application has been approved and Traveler has paid for the polar upgrade.

#### **4. DESCRIPTION OF SEARCH SERVICES.**

- 4.1 **Search Services.** In the event a Traveler is reported lost, subject to the conditions, exclusions, and limitations in this Agreement, Redpoint will provide, arrange and pay services for Search operations up to the limits described in this Agreement. Redpoint personnel shall have sole discretion whether or not to provide such services and the manner in which they are provided. Costs will only be covered up to the point when the Traveler is recovered or found by local search and rescue authorities or at the time when the search and rescue authorities advise that continuing the search is no longer viable. In the event that the Traveler or the Traveler's estate wish to continue searching for the Traveler, despite the search and rescue authorities assuming or advising that death has occurred, costs will only be covered up to the last point that the search and rescue authorities were confident that the Traveler was still living.
- 4.2 **Search Services Limitations.** Redpoint reserves the right, at its sole discretion, to determine whether the Traveler is experiencing a Search event and the means or methods by which such Search operations will be provided. Redpoint shall not be obligated to provide Search operations for more than one (1) event to any single Traveler in any twelve (12) month period. Redpoint shall not be under any obligation to provide services or incur any expenses to or from a Traveler if, in Redpoint's sole discretion:
  - 4.2.1 The Traveler or Parties representing the Traveler incurs any cost or expense not expressly covered by the Agreement and not approved in advance and in writing by Redpoint and/or not arranged by Redpoint;
  - 4.2.2 The Traveler cannot be transported in a manner that enhances Traveler's survival and / or wellbeing;
  - 4.2.3 The Traveler is not accessible;
  - 4.2.4 The Traveler has not heeded travel warnings issued by the State Department or appropriate authorities recommending that Travelers avoid that specific region or location;
  - 4.2.5 The Traveler is engaging in the commission of, has committed or is accused of committing a criminal act;
  - 4.2.6 The Traveler's condition occurred while or resulted from engaging in the active service in the armed forces, police of any nation, or as a security or military contractor or professional; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, terrorism, or insurrection;
  - 4.2.7 The Traveler failed to maintain immigration, work residence or similar visas, permits, or other documentation;
  - 4.2.8 The Traveler has violated the law of the Foreign Country;
  - 4.2.9 Local search and rescue authorities have assumed or advised that the Traveler's death has occurred;
  - 4.2.10 The Traveler is traveling above the Arctic Circle parallel north or below the 60th parallel south,



unless Traveler's polar application has been approved and Traveler has paid for the polar upgrade.

## 5. DESCRIPTION OF TRAVEL ASSISTANCE SERVICES.

- 5.1 **Legal Referrals.** If requested by a Traveler and if available, Redpoint will provide Travelers with contact information for lawyers or legal practitioners within the area where the Traveler is located. Redpoint does not guarantee the quality of the legal advice nor shall Redpoint be liable for any consequences arising out of the services provided by the lawyer or legal practitioner. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 5.2 **Emergency Message Transmission.** At the request of the Traveler, Redpoint will use reasonable efforts to receive and transmit emergency messages between the family and the Traveler.
- 5.3 **Lost Passport and VISA Assistance.** At the request of the Traveler, Redpoint will use reasonable efforts to assist the Traveler arrange for replacement of passport and VISA documents. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 5.4 **Medical Expense Guarantee.** Excluding when Traveler has purchased Ripcord Comprehensive Travel Insurance including Accident or Sickness Medical Expense coverage, at the request of the Traveler, Redpoint will guarantee and pay as agent for the Traveler expenses associated with a Traveler's in-patient or out-patient medical care subject to Redpoint first securing funds from the Traveler or the Traveler's family. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 5.5 **Emergency Translation and Interpretation Services.** In the event of an emergency situation, Redpoint will provide personal telephone translation services. If telephonic interpretation is required as part of an evacuation, costs for such services are included up to the limits provides.
- 5.6 **Emergency Personal Cash.** To the extent practicable and permitted by law, Redpoint will provide Travelers with an emergency cash advance subject to Redpoint first securing funds from the Traveler.
- 5.7 **Transportation of Accompanying Family Members.** To the extent practicable and space permitting, Redpoint shall transport one (1) traveling companion accompanying the Hospitalized Traveler to the destination hospital of the Traveler. If traveling companion is unable to accompany the Traveler due to space constraints, Redpoint shall arrange and pay for transportation, the method of which is in Redpoint's sole discretion to the same hospital destination as the Traveler.

**SCHEDULE OF SERVICES**

**REDPOINT will provide the benefits described in this plan and listed below.**

BENEFITS		LIMITS
<b>TRAVEL</b>		
TRIP CANCELLATION		TRIP COST
TRIP INTERRUPTION		150% OF TRIP COST LIMIT
<b>ACCIDENT &amp; HEALTH</b>		
EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE		\$100,000   DEDUCTIBLE: \$0 EMERGENCY DENTAL ONLY: \$750
ACCIDENTAL DEATH AND DISMEMBERMENT		\$25,000
ACCIDENTAL DEATH AND DISMEMBERMENT – AIR ONLY		\$100,000
<b>PROPERTY COVERAGES</b>		
SPORTS EQUIPMENT		\$5,000   DEDUCTIBLE: \$0

1. Primary benefits listed above are provided and payable by Redpoint Resolutions LLC and are not insured benefits. Travel benefits are included only when purchased as part of the membership plan.
2. The Ripcord Rescue Membership Plan travel benefits listed above are not part of the Starr Indemnity and Liability Company travel insurance policy.

**REDPOINT RESOLUTIONS LLC**  
**RIPCORD TRAVEL SERVICES AGREEMENT**

This Ripcord Travel Services Agreement ("Agreement") is a legal agreement between you and Redpoint. Redpoint reserves the right, in its sole discretion, to reject any application for Ripcord membership, in which case this Agreement shall be null and void. If accepted, this Agreement shall be effective at 12:01am local time at your location on the effective date and continue through 11:59pm local time at your location on the expiration date. This Travel Services Agreement applies to members who have purchase Ripcord with travel insurance.

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**COVERAGE SECTION I - SERVICES**

**SECTION I. SERVICES**

- 1 DESCRIPTION OF TRAVEL BENEFITS.** Travel Benefits are provided and payable by Redpoint Resolutions LLC and are not insured benefits. Travel benefits are included only when purchased as part of the membership plan. Travel Benefits offered only when travel insurance is purchased. (This coverage is Optional and must be indicated as applicable on Your Schedule of Benefits.)
  - 1.1 Trip Cancellation / Trip Interruption.** Modifies Section IV. Coverages from "Travel Insurance Policy":
    - 1.1.1 Adds the following covered reasons to "The Following are the Unforeseen Events for Trip Cancellation and Trip Interruption:"
      - 1.1.1.1 You are unable to participate in a scheduled hunting, fishing, or sport expedition due to a delay of Your personal necessary sports equipment by customs or a Common Carrier.
      - 1.1.1.2 The United States government or government authorities at Your destination prohibit the kind of activities You planned to do. Prohibitions include: closing a reserve, banning all hunting, declaring the kind of hunting You were planning to do illegal, any other prohibitions We approve.
  - 1.2 General Limitations and Exclusions.** Modifies Section VI. General Limitations and Exclusions from below "Travel Insurance Policy":
    - 1.2.1 Modifies exclusion 7 to: "Participating in bodily contact sports; skydiving; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; or spelunking or caving;
  - 1.3 Adventure Sports Coverage.** Benefits will be paid up to the limit shown in the Schedule of Benefits, if You suffer an Accidental Injury while participating in any of the following sports: cycling, mountain climbing, 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, downhill and cross country skiing, snowboarding (including off-trail and back country skiing and snowboarding, except as designated unsafe by the resort management), snowmobiling, tobogganing, snow tubing and ice skating.
  - 1.4 Sports Equipment.** Loss of Sports Equipment Coverage: If Your sports equipment is lost by the Common Carrier, or damaged, or stolen, We will pay up to the amount in the Schedule of Benefits provided You have taken all reasonable measures to protect, save and recover Your property at all times. The sports equipment must be owned by and accompany You during the Covered Trip. If You have checked Your sports equipment with a Common Carrier and delivery is delayed, coverage for sports equipment will be extended until the Common Carrier delivers the property. Property or Losses not covered under this benefit include:
    - 1.4.1 Items other than sports equipment;
    - 1.4.2 Intentional acts;
    - 1.4.3 Gross negligence or willful and wanton misconduct;

- 1.4.4 Sports equipment shipped as freight or shipped prior to Your Scheduled Departure Date;
- 1.4.5 Sports equipment that is left untended in or on a vehicle or a car trailer;
- 1.4.6 Sports 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;
- 1.4.7 Sports equipment that is stolen and the theft is not reported to the appropriate authorities; or
- 1.4.8 Damage to the sports equipment resulting from defective materials or workmanship, ordinary wear and tear, or normal deterioration.



**SCHEDULE OF BENEFITS**

**Ripcord Travel Plan**

**We will provide the coverage described in this Policy and listed below.**

BENEFITS	LIMITS
Trip Cancellation	Up to 100% of Trip Cost Maximum Trip Length: 60 Days Maximum Trip Cost: \$30,000
Trip Interruption	150% of Trip Cost Limit
Trip Cancellation For Any Reason (CFAR)	Up to 75% of Trip Cost – Optional for additional cost
Airline Ticket Change Fee	\$250
Single Occupancy Supplement	Included
Missed Connection	\$1000
Trip Delay	Minimum of 3 hours delay \$200 per day; Maximum \$1000
Baggage Delay	Minimum of 12 hours delay Daily Limit \$100 Maximum Benefit \$500
Baggage / Personal Effects	\$2,500 Per Article: \$250, Combined Maximum Limit For Described Property: \$250
Accidental Death and Dismemberment	Principal Sum: \$25,000
Accidental Death and Dismemberment – Air Only	Principal Sum: \$100,000
Emergency Accident and Emergency Sickness Medical Expense	\$100,000
Emergency Medical Evacuation and Medically Necessary Repatriation	\$1,000
Repatriation of Remains	\$1,000
Pre-Existing Conditions Waiver	Applies when conditions are met

**TERRITORY:** This Policy applies to an insured event anywhere in the world unless specifically limited by Us through endorsement or where the Insured or any beneficiary under this Policy is a citizen or instrumentality of the government or any country(ies) against which any laws and/or regulations governing this Policy and/or Us have established any embargo or other form of economic sanction which has the effect of prohibiting Us from providing insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under this Policy. No benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations governing this Policy and/or Us.



Dallas, Texas

Administrative Office: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022

## TRAVEL INSURANCE POLICY

### Ripcord Travel Plan

This Policy is issued in consideration of enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by Starr Indemnity & Liability Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Schedule of Benefits. It provides You with specific information about the program You purchased.

### FOURTEEN DAY FREE LOOK

You may cancel insurance under the Policy by giving Our Administrator or Us written notice of cancellation on the earlier of: (a) 14 days from the date Your Policy is purchased; or (b) prior to Your Scheduled Departure Date. If You do this, We will refund Your premium paid provided You have not filed a claim under the Policy.

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### SECTION I. GENERAL DEFINITIONS

**"Accident"** means a sudden, unexpected, unusual, specific event that occurs at an identifiable time and place during the Covered Trip and also includes a mishap to a conveyance in which You are traveling.

**"Accidental Injury"** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

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

**"Assistance Company"** means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

**"Baggage"** means luggage and personal effects and possessions whether owned, borrowed or rented, and taken by You on the Covered 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.

**"Business Equipment"** means property that is used in trade, business or for the production of income; or property or components of goods that are 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.

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

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

**STARR INDEMNITY & LIABILITY COMPANY**

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

**"Complications of Pregnancy"** means a condition that is distinct from pregnancy but is adversely affected or caused by pregnancy.

**"Covered Expenses"** means expenses incurred by You that are: (a) for Medically Necessary services, supplies, care or treatment; (b) due to a Covered Sickness or Accidental Injury; (c) prescribed, performed or ordered by a Physician; (d) Reasonable and Customary Charges; (e) incurred while insured under the Policy; and (f) that do not exceed the maximum limits shown on the Schedule of Benefits for the relevant stated benefit.

**"Covered Sickness"** means an illness or disease that is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy in accordance with the terms and provisions of this Policy.

**"Covered Trip"** means a trip taken during the Policy period for which You request insurance coverage and pay the required premium, where:

- (a) you travel more than 100 miles from Your home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure; and
- (c) the trip has defined departure and return dates.

**"Deductible"** means the dollar amount You must contribute to the loss.

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

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

**"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 6 continuous months prior to the Effective Date of coverage.

**"Economy Fare"** means the lowest published rate for an economy ticket.

**"Effective Date"** means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

**"Emergency Medical Evacuation"** means that the Assistance Company has determined that Your medical condition warrants immediate Transportation from the place where You are injured or sick during a Covered Trip to the nearest Hospital where appropriate medical treatment can be obtained.

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

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

**"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Your or Your spouse's or Domestic Partner's caregiver, 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.

**"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 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 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;
- (f) is not primarily a nursing care facility, rest home, convalescent home or similar establishment or any separate ward, wing or section of a Hospital used as such; and
- (g) is not a treatment or rehabilitation facility for drug addiction or alcohol abuse.

**"Hotel"** means a licensed establishment that provides short term lodging for the general public.

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

**"Insured"** means a person who has enrolled for insurance under this Policy.

**STARR INDEMNITY & LIABILITY COMPANY**

**"Land/Sea Arrangements"** means Your land and/or sea arrangements booked through the Travel Supplier for your Covered Trip.

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

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

**"Payments or Deposits"** means the cash, check or credit card amounts actually paid for Your Covered Trip. Payments or Deposits do not include certificates, vouchers, frequent traveler rewards, miles or points; discounts and/or credits applied (in part or in full) towards the cost of Your Covered Trip.

**"Physician"** means a licensed health care provider of medical, surgical or dental services acting within the scope of his or her license and rendering care or treatment to You that is appropriate for Your medical condition(s) and locality where the services are provided. The treating Physician may not be You, a Traveling Companion or a Family Member.

**"Policy"** means this individual Policy document, the Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription throughout the entire 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

**"Reasonable and Customary/Reasonable and Customary Charges"** means an expense that:

(a) is charged for treatment, supplies or Medically Necessary services to treat Your condition;

(b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and

(c) does not include charges that would not have been made in the absence of insurance.

In no event will the Reasonable and Customary Charges exceed the actual amount charged.

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

**"Scheduled Return Date"** means the date on which You are originally scheduled to return to the point of origin or to a different final destination or to Your primary residence from a Covered Trip.

**"Strike"** means a stoppage of work: (a) announced, organized and sanctioned by a labor union; and (b) that interferes with the normal departure and arrival of a Common Carrier. "Strike" specifically includes work slowdowns and sickouts.

**"Terrorist Attack"** means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism.

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

**"Traveling Companion"** means person(s) booked to accompany You on Your Covered Trip. "Traveling Companion" does not include a group or tour leader unless You are sharing room accommodations with the group or tour leader.

**"Travel Supplier"** means any entity that provides travel services or travel arrangements.

**"Unforeseen"** means not anticipated or expected.

**"We, Us, Our"** means Starr Indemnity & Liability Company and its agents.

**"You" and "Your"** means the Insured.

**SECTION II. GENERAL PROVISIONS**

The following provisions apply to all coverages:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 2 years after the time required for giving Proof of Loss.



**STARR INDEMNITY & LIABILITY COMPANY**

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof or Your interest therein or if You commit fraud or material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

**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.

**PREMIUM:** The required premium must be paid to Us, Our agent or to the Travel Supplier prior to the Scheduled Departure Date of the Covered Trip.

**INSURANCE WITH OTHER INSURERS:** If there is other valid coverage, not with Us, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which We have not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this Policy shall be limited to such proportion of the loss as the amount that would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss for which We had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount that the services rendered would have cost in the absence of such coverage.

**ENTIRE CONTRACT:** This Policy, Your application or enrollment material, and any attachments represent the entire contract between You and Us.

**SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**

**ELIGIBILITY:** Each Insured must enroll for his or her own insurance and pay any premium due. If a minor Dependent Child is traveling with a parent, the parent must enroll himself/herself for insurance and also enroll the child for his or her own insurance and pay any premium due. If accepted by Us, each person will become an Insured.

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is shown in the confirmation of benefits.

**When Your Coverage for Benefits Begins:**

Subject to payment of any premium due:

- (a) For Trip Cancellation: Coverage begins at 12:01 A.M. local time, at Your location on the day after the required premium for such coverage is received by Us or Our administrator as shown in the confirmation of benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.
- (b) For Trip Delay: Coverage is in force while en route to the Covered Trip from Your home and also while en route from the Covered Trip to Your home.
- (c) For all other coverages: Coverage begins at the later of the time of Your departure on the Scheduled Departure Date; or Your actual departure for Your Covered Trip.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the confirmation of benefits. In addition, Your coverage will end at 11:59 P.M. local time on the earliest of the following dates:

- (a) the date You cancel Your Covered Trip;
- (b) the Scheduled Return Date as stated on the travel tickets;

**STARR INDEMNITY & LIABILITY COMPANY**

- (c) the date You return to Your origination point if prior to the Scheduled Return Date; or
- (d) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy).

If You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date.

**EXTENDED COVERAGE:**

All coverage under the Policy except Trip Cancellation will be extended if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by an Unforeseen Event specified under Trip Cancellation, Trip Interruption or Trip Delay.

If coverage is extended for the above referenced reasons, coverage will end on the earliest of: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.

**SECTION IV. COVERAGES**

**We will provide the coverage described in this policy only if it is listed on the Schedule of Benefits.**

**TRIP CANCELLATION/TRIP INTERRUPTION**

**TRIP CANCELLATION**

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from taking Your Covered Trip due to any of the Unforeseen Events listed below occurring on or after the Effective Date of the Policy. Maximum trip length is also shown on the Schedule of Benefits.

We will pay You for the following:

- (a) The amount of forfeited, non-refundable, and unused Payments or Deposits; or
- (b) Additional cost incurred if the Travel Supplier cancels Your Covered Trip due to an Unforeseen Event and You elect to utilize the service of a replacement Travel Supplier.

In no event shall the amount We pay exceed the lesser of the amount You prepaid for the Covered Trip or the maximum benefit shown on the Schedule of Benefits.

**Single Occupancy:** We will pay You, up to the maximum shown on the 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 You has his or her Covered Trip delayed, canceled or interrupted due to an Unforeseen Event occurring on or after the Effective Date of the Policy and You do not cancel Your Covered Trip.

**Special Conditions:** You must advise the Travel Supplier and Us as soon as reasonably possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Us as soon as reasonably possible.

**TRIP INTERRUPTION**

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from continuing or resuming Your Covered Trip due to any of the Unforeseen Events listed below occurring on or after the Effective Date of the Policy.

We will pay You:

- (a) for the unused, non-refundable travel arrangements prepaid to the Travel Supplier(s);
- (b) additional transportation expenses incurred by You; or
- (c) return air travel up to the lesser of the cost of an economy flight or the amount shown on the Schedule of Benefits.

**STARR INDEMNITY & LIABILITY COMPANY**

In no event shall the amount We pay exceed the lesser of the amount You prepaid for the Covered Trip or the maximum benefit shown on the Schedule of Benefits.

**The Following are the Unforeseen Events for Trip Cancellation and Trip Interruption:**

- (a) Your Accidental Injury, Covered Sickness or death or the Accidental Injury, Covered Sickness or death of Your Traveling Companion, Your Family Member, Your children's caregiver or Your Business Partner; that results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) An Accidental Injury incurred by You that causes You to be medically unable to continue Your trip's activity(ies). An actual examination by a Physician must take place and the Physician must advise You to discontinue the trip's activity(ies).
- (c) Inclement weather, Natural Disasters, Terrorist Attacks or mechanical breakdown of the Common Carrier that results in the complete cessation of travel services at the point of departure or destination for at least 48 consecutive hours.
- (d) Mandatory evacuation ordered by local authorities at Your destination due to a Natural Disaster. You must have 50% or less of Your Trip remaining at the time the mandatory evacuation ends, in order for this benefit to be payable.
- (e) Natural Disaster or documented man-made disaster at the point of departure or Your destination that renders Your primary residence or the accommodations at Your destination uninhabitable.
- (f) Adverse weather or Natural Disaster resulting in the obstruction of public roadways or curtailment of public transportation, that prevents Your ability to arrive at Your Land/Sea Arrangements.
- (g) A road closure causing a delay in reaching Your destination for at least 12 hours.
- (h) Strike that causes complete cessation of travel services of Your Common Carrier for at least 48 consecutive hours.
- (i) Bankruptcy and/or Default of Your Travel Supplier that occurs more than 14 days following the Effective Date. Your Scheduled Departure Date must be no more than 12 months beyond the Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This coverage only applies if the Policy was purchased within 14 calendar days of the initial Trip payment.
- (j) The airport terminal from which You are scheduled to fly, is closed due to a documented security breach within 12 hours of arrival at the terminal or while You are physically at the terminal.
- (k) A politically motivated Terrorist Attack that occurs within 30 days of Your departure and within 50 miles of a City listed on Your itinerary. The Terrorist Attack must occur on or after the Effective Date of Your Trip Cancellation Coverage.
- (l) A documented theft of passports or visas. Documented means that You have reported the theft to the local authorities.
- (m) You or Your Traveling Companion being directly involved in or delayed due to a traffic Accident substantiated by a police report, while en route to departure.
- (n) You and/or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided You or Your Traveling Companion are not a party to the legal action or appearing as a law enforcement officer; the victim of felonious assault; having Your principal place of residence made inaccessible and uninhabitable by a Natural Disaster; or burglary or vandalism of Your principal place of residence within 10 days of departure.
- (o) You or Your Traveling Companion are called to active military duty after the Effective Date.
- (p) You have, or Your Traveling Companion has, a previously approved military leave revoked or experience a military reassignment.
- (q) Your transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which You are employed on the Effective Date that requires relocation of Your principal residence.
- (r) Your Traveling Companion's transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which Your Traveling Companion is employed on the Effective Date that requires relocation of Your Traveling Companion's principal residence.

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- (s) After at least three (3) years of full time continuous employment at the same company, You are terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.
- (t) After at least three (3) years of full time continuous employment at the same company, Your Traveling Companion is terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.

**TRIP CANCELLATION FOR ANY REASON**

**This coverage is Optional and must be indicated as applicable on Your Schedule of Benefits.**

If You are prevented from taking the Covered Trip for any reason not otherwise excluded, We will reimburse You or Your designated representative for 75% of the prepaid, forfeited, non-refundable Payments or Deposits for the Covered Trip arrangement(s), provided the following conditions are met:

- (a) this coverage is purchased within 14 days of the date the initial Payment or Deposit is paid and You insure the cost of any subsequent arrangement(s) added to the same Covered Trip within 14 days of the date of Payment or Deposit for any such subsequent Covered Trip arrangement(s); and
- (b) this insurance coverage is purchased for the full cost of all non-refundable prepaid Covered Trip arrangements; and
- (c) You or Your designated representative cancels the Covered Trip no less than 2 days prior to the Scheduled Departure Date.

This coverage will be terminated, no benefits will be paid and any premium paid for this coverage will be refunded if the full costs of all prepaid, non-refundable Covered Trip arrangements are not insured.

**AIRLINE TICKET CHANGE FEE**

We will pay the amount shown on the Schedule of Benefits if You have to change the dates of Your airline ticket for the following reasons and the airline charges You a penalty or change fee:

- (a) Any Unforeseen Event occurring on or after the Effective Date of the Policy listed under the Trip Cancellation and Trip Interruption benefits;
- (b) You or Your Traveling Companion are delayed by Inclement Weather while en route to a departure provided You or Your Traveling Companion were scheduled to arrive at the point of departure at least 1 hour before the scheduled time of departure; or
- (c) Your medical emergency or that of a Traveling Companion or a Family Member. The medical emergency requires a documented examination by a Physician.

**MISSED CONNECTION**

We will pay the benefit shown on the Schedule of Benefits if You missed a connecting flight during Your Covered Trip due to cancellation or delay for at least the number of hours shown on the Schedule of Benefits of all regularly scheduled airline flights due to Inclement Weather or any delay caused by a Common Carrier. Benefits of up to the amount shown on the Schedule of Benefits are provided to cover:

- (a) additional transportation expenses needed for You to join the departed Covered Trip;
- (b) reasonable accommodations and meal expenses; and
- (c) non-refundable Covered Trip payments for the unused portion of Your Covered Trip.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to You if You are able to meet Your scheduled connection departure but cancel Your Covered Trip due to Inclement Weather.

**TRIP DELAY**

We will pay Your additional expenses on a one-time basis, up to the maximum shown on the Schedule of Benefits, if You are delayed en route to or from the Covered Trip for at least the number of hours shown on the Schedule of Benefits due to an Unforeseen Event For the Trip Cancellation and Trip Interruption benefits occurring on or after the Effective Date of the Policy.

**STARR INDEMNITY & LIABILITY COMPANY**

Additional Expenses include:

- (a) any prepaid, unused, non-refundable land, air or water accommodations;
- (b) any reasonable additional expenses incurred (meals, accommodations, local transportation, and telephone calls);
- (c) an Economy Fare from the point where You interrupted Your Covered Trip to a destination where You can resume Your Covered Trip; or
- (d) a one-way Economy Fare to return You to Your originally scheduled return destination.

**BAGGAGE DELAY**

We will pay You for the expense of replacing necessary personal effects, up to the maximum shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for at least the number of hours shown on the Schedule of Benefits, while on a Covered Trip, except for return travel to Your primary residence.

This coverage is conditioned on You being a ticketed passenger on a Common Carrier. All claims must be verified by the Common Carrier who must certify the delay or misdirection. Receipts for the purchase or replacement of necessary personal effects must accompany any claim.

**BAGGAGE/PERSONAL EFFECTS**

We will pay You up to the maximum shown on the Schedule of Benefits, for loss, theft or damage to Baggage and personal effects, provided that You, Your Traveling Companion or Your Family Member has taken all reasonable measures to protect, save and/or recover the property at all times. The Baggage and personal effects must be owned by and accompany You during the Covered Trip. Original receipts and a police report from the local jurisdiction (in the event of theft) must be provided for reimbursement. You have checked Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

There is a per article limit shown on the Schedule of Benefits. There is 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, sports equipment, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

We will pay You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement.

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

We will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of loss, theft or damage to Baggage and personal effects; or
- (b) the cost of repair or replacement.

**ACCIDENTAL DEATH AND DISMEMBERMENT**

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

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:**

**STARR INDEMNITY & LIABILITY COMPANY**

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%

Loss with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints;
- (b) eye means an entire and irrecoverable loss of sight; and
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

No benefit is payable for loss resulting from or due to stroke, cerebral vascular or cardiovascular Accident or event, myocardial infarction (heart attack), coronary thrombosis or aneurysm.

**EXPOSURE:** We will pay benefits for covered losses that result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event that caused the exposure.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

**EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE**

We will pay Reasonable and Customary Charges up to the maximum limit shown on the Schedule of Benefits, subject to the Deductible, if You incur necessary Covered Expenses while on your Covered Trip and as a result of an Accidental Injury or Emergency Sickness that first manifests itself during the Covered Trip.

Covered Expenses for this benefit include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;
- (c) Hospital or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or Hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a Hospital room for recovery from an Emergency Sickness);
- (d) charges for anesthetics (including administration);
- (e) x-ray examinations or treatments, and laboratory tests;
- (f) ambulance service;
- (g) drugs, medicines, prosthetics and therapeutic services and supplies; and
- (h) emergency dental treatment for the relief of pain.

We will pay benefits, up to the amount shown on the Schedule of Benefits, for emergency dental treatment for Accidental Injury to natural teeth.

We will not pay benefits in excess of the Reasonable and Customary Charges.

We will not cover any expenses incurred by another party at no cost to You or already included within the cost of the Covered Trip.

We will advance payment to a Hospital, up to the maximum shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital during the Covered Trip because of Accidental Injury or Emergency Sickness.

**EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

We will pay, subject to the limitations set out herein, for covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an Accidental Injury or Emergency Sickness that warrants Your Emergency Medical Evacuation while You are on a Covered Trip. Benefits payable are subject to the Maximum Benefit per Insured shown on the Schedule of Benefits for all Emergency Medical Evacuations due to all injuries from the same Accident or all Emergency Sickness from the same or related causes.

A legally licensed Physician, in coordination with Our designated Assistance Company, must order the Emergency Medical Evacuation and must certify that the severity of Your Accidental Injury or Emergency Sickness warrants Your Emergency Medical Evacuation to the closest adequate medical facility. We or Our Assistance Company or We must review and approve the necessity of the Emergency Medical Evacuation based on the inadequacy of local medical facilities. The Emergency Medical 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 Medical Evacuation expenses are those for Medically Necessary Transportation, including Reasonable and Customary medical services and supplies incurred in connection with Your Emergency Medical Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You; and (c) reviewed and pre-approved by Our designated Assistance Company.

We will also pay Reasonable and Customary expenses, for escort expenses required by You, if You are disabled during a Covered Trip and an escort is recommended in writing by an attending Physician and such expenses are pre-approved by Our designated Assistance Company.

If You are hospitalized for more than the number of days shown on the Schedule of Benefits following a covered Emergency Medical Evacuation, We will pay, subject to the limitations set out herein, for expenses:

- (a) to return You to your residence in the United States, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Accidental Injury or Emergency Sickness occurred and were left alone as a result of same. Our payment will not 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; and
- (b) to bring 1 person chosen by You to and from the Hospital or other medical facility where You are confined if You are alone, but not to exceed the cost of 1 round-trip economy airfare ticket.

In addition to the above Covered Expenses, if We have previously evacuated You to a medical facility, We will pay Your airfare costs from that facility to Your primary residence, within 1 year from Your original Scheduled Return Date, less refunds from Your unused Transportation tickets. Airfare costs will be economy or first class if Your original tickets are first class. This benefit is available only if it is not provided under another coverage in the Policy.

Transportation of Spouse or Domestic Partner: If You are confined to the Hospital for more than the number of days shown on the Schedule of Benefits or if the attending Physician certifies that due to Your Accidental Injury or Emergency Sickness, You will be required to stay in the Hospital for more than the number of consecutive days shown on the Schedule of Benefits or if You die on the Covered Trip and require Repatriation of Remains, We will return Your spouse or Domestic Partner to Your primary residence. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel ticket.

Escort Service: We will pay to return any of Your children who were accompanying You at the time of Your Accidental Injury or Emergency Sickness back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person. The escort service must be arranged and approved by Us or Our designated Assistance Company.

## REPATRIATION OF REMAINS

We will pay the reasonable Covered Expenses incurred to return Your body to Your place of permanent residence if You die due to Accidental Injury or a Covered Sickness during the Covered Trip. No payment will exceed the maximum shown on the Schedule of Benefits.

Covered Expenses include: (a) The collection of the body of the deceased; (b) the transfer of the body to a professional funeral home; (c) embalming and preparation of the body or cremation if so desired; (d) standard shipping casket; (e) any required consular proceedings; (f) the transfer of the casket to the airport and boarding of the casket onto the plane; (g) any required permits and corresponding airfare; and (h) the transfer of the deceased to their final destination. All Covered Expenses must be approved in advance by Our designated Assistance Company.

Escort Service: We will pay to return any of Your children who were accompanying You at the time of Your death back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person. The escort service must be arranged and approved by Us or Our designated Assistance Company.

## SECTION V. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States dollars. The following provisions apply to all benefits.

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim after receipt of acceptable written Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office, at the following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. This must be a detailed, written statement.

**OTHER INSURANCE WITH US:** You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine the Insured as often as is



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reasonably necessary while a claim is pending. We may choose the Physician. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

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

**NOTICE OF LOSS:** If Your covered property is lost, stolen or damaged, You must:

- (a) notify Us, or Our administrator as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate written notice to the Common Carrier or bailee who is or may be liable for the loss or damage; and
- (d) notify the police or other authority within 24 hours in the event of robbery or theft and provide us with a copy of any police report.

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

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

**Coverages to which General Exclusions apply:** The following exclusions apply to Trip Cancellation, Trip Interruption, Airline Ticket Change Fee, Missed Connection, Trip Delay, Accidental Death and Dismemberment, Emergency Accident and Emergency Sickness Medical Expense, Emergency Medical Evacuation and Medically Necessary Repatriation and Repatriation of Remains.

We will not pay for loss caused by or resulting from:

1. Pre-Existing Conditions, unless: a) the Policy is purchased within 14 days of Your initial trip deposit; b) the booking for the Covered Trip must be the first and only booking for this travel period and destination; and c) You are not disabled in a way that prevents you from travelling at the time You pay the premium;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth or emergency dental treatment for relief of pain;
4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;
5. Mental or emotional disorders, unless hospitalized as a result thereof;
6. Any non-Emergency Treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
8. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
9. Participation as a professional athlete, participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;

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11. Pregnancy and childbirth of the Insured or Traveling Companion other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Trip;
12. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect;
13. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
14. Traveling for the purpose of securing medical treatment;
15. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
16. Your participation in civil disorder, riot or a felony;
17. Accidental Injury or Covered Sickness when traveling against the advice of a Physician;
18. Care or treatment that is not Medically Necessary;
19. Services not shown as covered; and expenses not approved by Our designated Assistance Company in advance;
20. 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; or
21. 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.

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

We 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. eyeglasses, sunglasses or contact lenses;
10. artificial teeth and dental bridges;
11. hearing aids;
12. prosthetic limbs;
13. keys, money, stamps, securities and documents;
14. tickets for entertainment events or other source of leisure activities;
15. art objects and musical instruments;
16. consumables including medicines, perfumes, cosmetics, and perishables;
17. professional or occupational equipment or property, whether or not electronic Business Equipment;
18. telephones, computer hardware or software; or
19. property illegally acquired, kept, stored or transported.

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

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

1. wear and tear or gradual deterioration;
2. breakage of brittle or fragile articles;
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. property shipped as freight or shipped prior to the Scheduled Departure Date;

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9. delay or loss of market value;
  10. indirect or consequential loss or damage of any kind;
  11. theft or pilferage while left unattended in any vehicle if the vehicle is not property secured;
  12. electrical current including electric arcing that damages or destroys electrical devices or appliances; or
  13. mysterious disappearance.
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In Witness Whereof, We have caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by Our duly authorized representative.



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**Charles H. Dangelo, President**



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**Nehemiah E. Ginsburg, General Counsel and Secretary**

**ACCIDENTAL DEATH AND DISMEMBERMENT - AIR ONLY  
ENDORSEMENT**

The Policy to which this endorsement is attached is amended as follows.

The following is added to **SECTION I. GENERAL DEFINITIONS:**

In addition to the definitions in the Policy, the following definitions apply to Accidental Death and Dismemberment - Air Only Coverage:

**"Accident"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, during the Covered Trip and also includes a mishap to a conveyance in which You are traveling.

**"Accidental Injuries"** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

**"Physician"** means a licensed health care provider of medical, surgical or dental services acting within the scope of his or her license and rendering care or treatment to You that is appropriate for Your medical condition(s) and locality where the services are provided. The treating Physician may not be You, a Traveling Companion or a Family Member.

The following is added to **SECTION IV. COVERAGES:**

**ACCIDENTAL DEATH AND DISMEMBERMENT -AIR ONLY**

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

**TABLE OF LOSSES**

<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
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%

Loss with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints; or
- (b) eye means an entire and irrecoverable loss of sight; and
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

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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 for the losses sustained.

**EXPOSURE:** We will pay benefits for covered losses that result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS** is amended as follows:

In addition to the exclusions in the Policy, the following exclusions apply to Accidental Death and Dismemberment -Air Only coverage:

1. Pre-Existing Conditions, to the extent they are excluded in Your base Policy;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth or emergency dental treatment for relief of pain;
4. Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;
5. Mental or emotional disorders, unless hospitalized as a result thereof;
6. Any non-Emergency Treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;
8. Serving as a contractor for the military, participation in any military maneuver or training exercise, police service or military service;
9. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. Pregnancy and childbirth of the Insured or Traveling Companion other than Unforeseen Complications of Pregnancy if hospitalized during a Covered Trip;
12. Cosmetic surgery (except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection, or other diseases of the involved part) and reconstructive surgery because of congenital disease or anomaly of a covered Dependent Child which has resulted in a functional defect;
13. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
14. Traveling for the purpose of securing medical treatment;
15. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not) or civil war;
16. Your participation in civil disorder, riot or a felony;
17. Accidental Injury or Covered Sickness when traveling against the advice of a Physician;
18. Care or treatment that is not Medically Necessary;
19. Services not shown as covered; and expenses not approved by Our designated Assistance Company in advance;
20. 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; or
21. 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.

There are no other changes to the Policy.

**GENERAL LIMITATIONS AND EXCLUSIONS ENDORSEMENT**

The Policy to which this endorsement is attached is amended as follows.

The following changes apply to **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

The exclusion which reads as follows:

Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving; spelunking or caving; or rock climbing;

is deleted in its entirety and replaced with the following:

Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle or motorcycle; bungee cord jumping; scuba diving, unless accompanied by a dive master where depth does not exceed one-hundred (100) feet; spelunking or caving; or rock climbing;



Nehemiah E. Ginsburg, General Counsel



Charles H. Dangelo, President

**TRIP CANCELLATION AND INTERRUPTION ENDORSEMENT**

The Policy to which this endorsement is attached is amended as follows.

The subsection "**The Following are the Unforeseen Events for Trip Cancellation and Trip Interruption:**" within **SECTION IV. COVERAGES, TRIP CANCELLATION/TRIP INTERRUPTION** is amended to include the following:

- (o) You or Your Traveling Companion are called to active military duty after the Effective Date.
- (p) You have, or Your Traveling Companion has, a previously approved military leave revoked or experience a military reassignment.
- (q) Your transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which You are employed on the Effective Date that requires relocation of Your principal residence.
- (r) Your Traveling Companion's transfer, within thirty (30) days of the date of Your Covered Trip, by the employer with which Your Traveling Companion is employed on the Effective Date that requires relocation of Your Traveling Companion's principal residence.
- (s) After at least three (3) years of full time continuous employment at the same company, You are terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.
- (t) After at least three (3) years of full time continuous employment at the same company, Your Traveling Companion is terminated or laid-off from full time employment at such company within thirty (30) days of the date of Your Covered Trip.



Nehemiah E. Ginsburg, General Counsel



Charles H. Dangelo, President

**Pre-Existing Condition Endorsement**

**SECTION I. GENERAL DEFINITIONS**

The Policy to which this endorsement is attached is amended as follows.

Within **SECTION I. GENERAL DEFINITIONS**, the definition that reads as follows:

"Pre-Existing Condition" means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You 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 throughout the entire 180 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

is deleted in its entirety and replaced with the following:

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription throughout the entire 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.



Nehemiah E. Ginsburg, General Counsel



Charles H. Dangelo, President



**State Exceptions**

If you live in one of the states listed below, the following provisions are either added, amended, deleted in their entirety or replaced by the following:

**For residents of Alaska and if applicable to Your Policy:**

All references to "**Reasonable and Customary**" and "**Reasonable and Customary Charges**" are replaced with "reasonable and customary" and "reasonable and customary charges."

On the Cover Page, the **TERRITORY** paragraph is deleted in its entirety and replaced with the following:

**TERRITORY:** This Policy applies to an insured event anywhere in the world unless specifically limited by Us through endorsement or where the Insured or any beneficiary under this Policy is a citizen or instrumentality of the government or any country(ies) against which any laws and/or regulations governing this Policy and/or Us have established any embargo or other form of economic sanction imposed by the Office of Foreign Assets Control which has the effect of prohibiting Us from providing insurance coverage, transacting business with or otherwise offering economic benefits to the Insured or any other beneficiary under this Policy. No benefits or payments will be made to any beneficiary(ies) who is/are declared unable to receive economic benefits under the laws and/or regulations imposed by the Office of Foreign Assets Control governing this Policy and/or Us.

The following changes apply to **SECTION I. GENERAL DEFINITIONS:**

The definition of "**Accidental Injury**" is deleted in its entirety and replaced with the following:

**"Accidental Injury"** means bodily injury caused by an Accident and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

The definition of **Medically Necessary** is deleted in its entirety and replaced with the following:

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

The definition of "**Reasonable and Customary / Reasonable and Customary Charges**" is deleted in its entirety.

The following provision is added to **SECTION II. GENERAL PROVISIONS:**

**EXAMINATION UNDER OATH:** You are allowed to have legal representation present when examined under oath.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUITS AGAINST US** is deleted in its entirety and replaced with the following:

**SUITS AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years from the date a claim is denied in whole or in part.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **MISREPRESENTATIONS AND FRAUD** is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD:** Your coverage may be cancelled and coverage denied if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof

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or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage. The misrepresentations, omissions, concealment of facts and incorrect statements may not prevent a recovery under this Policy unless they are:

- (1) fraudulent;
- (2) material either to the acceptance of the risk, or to the hazard assumed by Us; or
- (3) We in good faith would either not have issued this Policy, or would not have issued this Policy or contract in as large an amount, or at the same premium or rate, or would not have provided coverage with respect to the hazard resulting in the Loss, if the true facts had been made known to Us as required either by the application for the Policy.

Under Trip Cancellation/Trip Interruption Coverage, the following change applies to **Section IV. COVERAGES**:

Under the subsection "The Following are the Unforeseen Events for Trip Cancellation and Trip Interruption," the unforeseen event which reads as follows:

You or Your Traveling Companion being directly involved in, or delayed due to, a traffic Accident substantiated by a police report, while en route to departure.

is deleted in its entirety and replaced with the following:

You or Your Traveling Companion being involved in, or delayed due to, a traffic Accident substantiated by a police report, while en route to departure.

Under Emergency Medical Evacuation & Medically Necessary Repatriation Coverage, the following changes apply to **Section IV. COVERAGES**:

The following paragraph is added to the Emergency Medical Evacuation & Medically Necessary Repatriation benefit:

In the event that Your Injury or Sickness prevents prior authorization of Your Emergency Medical Evacuation, We or the Assistance Company must be notified as soon as reasonably possible. In the event that We or the Assistance Company could not be contacted to arrange for Emergency Medical Evacuation, benefits are limited to the amount We would have paid had We or the Assistance Company been contacted.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable written Proof of Loss.

All claims will be paid to You. Upon written request by You, all medical benefits provided shall be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

All medical claims, if applicable shall be paid within thirty (30) days following receipt by Us of due Proof of Loss, or within fifteen (15) days of Our receipt of additional information requested by Us. If We do not pay a valid claim within these time frames, You will be entitled to an additional interest payment on Your valid claim of 15% per year. You or Your assignee shall be notified by Us or Our designated representative of any known failure to provide sufficient

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documentation for a due proof of loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the following sentence is added to the provision entitled **NOTICE OF CLAIM**:

Failure to submit a claim within the time required shall not invalidate or reduce any otherwise valid claim if it can be shown that the Company was not prejudiced by the late submission.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the following sentence is added to the provision entitled **PROOF OF LOSS**:

Failure to submit Proof of Loss within the time required shall not invalidate or reduce any otherwise valid claim if it can be shown that the Company was not prejudiced by the late submission.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the following sentence is added to the provision entitled **SETTLEMENT OF LOSS**:

Claims for undisputed amounts will be paid within 30 working days from the filing of Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER SIZE OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. Within 10 days after the demand, You and We will each select Our own competent appraiser and notify the other party of the competent appraiser selected. The two appraisers will promptly choose a competent and impartial umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will examine the facts and the two appraisers will give an opinion on the amount of the loss. Any figure agreed to by two of the three (the appraisers and the umpire) will be binding. All expenses and fees, not including counsel or adjuster fees, incurred because of the appraisal shall be paid as determined by the umpire. Except as specifically provided, nothing in this section is intended to or shall in any manner limit or restrict the rights of You or Us or confer any rights to You or Us.

In **Section VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the following changes apply:

The exclusion which reads as follows:

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.

is deleted in its entirety and replaced with the following:

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.

The exclusion which reads as follows:

Services not shown as covered; and expenses not approved by the Assistance Company in advance

is deleted in its entirety and replaced with the following:

Services not shown as covered; and expenses not approved by Our designated Assistance Company in advance, unless otherwise stated within the benefit language;

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If you have purchased Baggage Delay or Baggage/Personal Effects, **Section VI. GENERAL LIMITATIONS AND EXCLUSIONS** is amended as follows:

The exclusion which reads as follows:

indirect or consequential loss or damage of any kind

is deleted in its entirety and replaced with the following:

consequential loss or damage of any kind.

**For residents of Alabama and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUIT AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action for related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy. The time period by which a legal action relating to this Policy must be filed is governed by Alabama law.

**For residents of Arkansas and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUIT AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss and unless there has been full compliance with all of the terms of this Policy. No legal action related to a claim can be brought against Us prior to the expiration of the time allowed by law after Proof of Loss has been furnished in accordance with the requirements of this Policy.

The following provision is added to **SECTION II. GENERAL PROVISIONS**:

**INQUIRIES OR COMPLAINTS:** Inquiries or complaints regarding this Policy may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department  
Consumer Services Division  
1200 W. 3rd Street  
Little Rock, Arkansas 72201-1904  
Telephone: 800-8525494 or 501-371-2640

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss, upon mutual agreement, either You or We can make a written request for an appraisal. After the request, You and We will each select Our 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 umpire. Any figure agreed to by two of the three (the appraisers and the umpire) will be non-binding. Such appraisal will be voluntary, by mutual consent by all parties and non-binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the umpire and the appraisal process.

**For residents of Connecticut and if applicable to Your Policy:**

The following changes apply to **SECTION I. GENERAL DEFINITIONS:**

The definition of **Medically Necessary** is deleted in its entirety and replaced with the following:

**"Medically Necessary"** means health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an Accidental Injury, Covered Sickness, disease or its symptoms, and that are: (1) in accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the patient's Accidental Injury, Covered Sickness or disease; and (3) not primarily for the convenience of the patient, Physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's Accidental Injury, Covered Sickness or disease.

The following definition is added:

**"Participation in a Riot"** means promotion, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot but shall not include action taken in an Insured's defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order, including, but not limited to police officers and firefighters. Riot shall mean all forms of violence, disorder, or disturbance of the public place by three or more persons assembled together, whether or not acting with common intent or whether or not damage to persons or property or unlawful act of acts is the intent or the consequence of such disorder, violence or disturbance.

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** provision is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

In **SECTION II. GENERAL PROVISIONS**, the **SUBROGATION** provision is deleted in its entirety and replaced with the following:

**SUBROGATION:** To the extent allowed by law, We, upon making any payment or assuming liability of recovery for You against any person or corporation, may bring an action in Your name to enforce such rights. This provision does not apply to judicial awards of damages. Failure to comply with this provision could void or limit coverage.

The following changes apply to **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

The exclusion which reads as follows:

Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;

is deleted in its entirety and replaced with the following:

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

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The exclusion which reads as follows:

Commission or the attempt to commit a criminal act by You, Your Traveling Companion or Your Family Member, whether insured or not;

is deleted in its entirety and replaced with the following:

Commission or the attempt to commit a felony by an Insured, Traveling Companion or Family Member, whether insured or not;

The exclusion which reads as follows:

Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;

is deleted in its entirety and replaced with the following:

Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, except as provided elsewhere in this Policy, committed by an Insured, Traveling Companion or Family Member, whether insured or not; unless suicide results in the death of a non-traveling immediate Family Member;

The exclusion which reads "Mental or emotional disorders, unless hospitalized as a result thereof;" is deleted in its entirety and replaced with the following:

Mental, nervous, emotional, or personality disorders in any form whatsoever unless the Insured is hospitalized for 3 consecutive days or more after the Policy Effective Date;

The exclusion which reads "Your participation in civil disorder, riot or a felony;" is deleted in its entirety and replaced with the following:

Civil disorder or Your Participation in a Riot;

The exclusion which reads as follows:

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.

does not apply to the following coverages: Accidental Death and Dismemberment, Emergency Accident and Emergency Sickness Medical Expense and Emergency Medical Evacuation & Medically Necessary Repatriation.

***For residents of the District of Columbia and if applicable to Your Policy:***

The following is added to Page 1 of the Policy:

**THIS IS A LIMITED BENEFIT POLICY.**

In **SECTION I. GENERAL DEFINITIONS**, the following definitions are deleted in their entirety and replaced with the following:

**"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 6 continuous months prior to the Effective Date of coverage or a Domestic Partner registered under the definition of Domestic Partner as defined by D.C. Official Code §32-701(3) and §32-701(4).

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**"Medically Necessary"** means that a treatment, service, or supply is: (a) essential for diagnosis, treatment or care of the Accidental Injury or Sickness for which it is prescribed or performed; (b) meets generally accepted standards of medical practice; and (c) is ordered by a Physician and performed under his or her care, supervision or order. The fact that a Physician may prescribe, authorize or direct a service does not of itself make it Medically Necessary or covered by the Policy.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**For residents of Florida and if applicable to Your Policy:**

All references to Domestic Partner are hereby deleted in their entirety.

The following changes apply to **SECTION II. GENERAL PROVISIONS:**

The following **COMPLAINTS** provision is added:

**COMPLAINTS:** You may contact the Company at the address or telephone number below for complaint issues or coverage or premium inquiries:

399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022; (866) 519-2522

The provision entitled **SUIT AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 5 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim within 20 days following receipt of acceptable written Proof of Loss. Failure to pay within such period shall entitle You to interest at the rate of 12% per annum from the date of the payment agreement. However, if the tender of payment is conditioned upon the execution of a release, the interest will not begin to accrue until the executed release is provided to the Us. All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

**For residents of Georgia and if applicable to Your Policy:**

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In **SECTION II. GENERAL PROVISIONS**, the provision entitled **MISREPRESENTATION AND FRAUD** is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD:** Your coverage shall be denied and coverage cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS** is deleted and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

***For residents of Hawaii and if applicable to Your Policy:***

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the following exclusion is deleted in its entirety:

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.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision **DISAGREEMENT OVER AMOUNT OF LOSS** is amended to read:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the request, You and We will each select Our 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, a decision for 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 person is involved in the same dispute arising out of the same Policy and relating to the same loss or claim, all such persons will constitute and act as one party for the purposes of the arbitration. Nothing in this provision will be construed to impair Your rights to assert several, rather than joint, claims or defenses. To start arbitration, either You or We must make a written request to the other party for arbitration. This request must be made within one (1) year of the earlier of the date of loss or the date of the dispute. The arbitration shall be governed by Hawaii State law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this Policy. With the inclusion of this provision, We certify compliance with Hawaii's Uniform Arbitration Act.

***For residents of Idaho and if applicable to Your Policy:***

1. The following provision is added to the Policy:

**APPEALS:** Any decisions made by Us regarding the benefits provided under this Policy or claims may be appealed to:

Idaho Department of Insurance Consumer Affairs  
700 W State Street, 3rd Floor  
PO Box 83720  
Boise, ID 83720-0043



1-800-721-3272; [www.DOI.Idaho.gov](http://www.DOI.Idaho.gov)

2. In **SECTION I. GENERAL DEFINITIONS:**

The definition of Domestic Partner is deleted in its entirety and replaced with the following therefore:

**"Domestic Partner"** means a person with whom You reside and can show evidence of cohabitation (including the shared responsibility for basic living expenses) for at least the previous six (6) months and has an affidavit of domestic partnership or civil union, if recognized by the jurisdiction within which You reside.

**For residents of Kentucky and if applicable to Your Policy:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**For residents of Louisiana and if applicable to Your Policy:**

All references to Domestic Partner are hereby deleted in their entirety.

In **SECTION I. DEFINITIONS**, the definition of **Family Member** is deleted in its entirety and replaced with the following:

**"Family Member"** means You or Your Traveling Companion's legal spouse, Domestic Partner, Your or Your spouse's or Your Domestic Partner's caregiver, 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.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled Misrepresentation and Fraud is amended to read:

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof or Your interest therein with an intent to deceive or if You commit fraud or material misrepresentation in connection with this insurance coverage with intent to deceive.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled Subrogation is amended to read:

**SUBROGATION:** If We make any payment under this Policy and the person to or for whom payment is made has a right to recover damages from another, We shall be subrogated to that right. However, Our right to recover is subordinate to Your right to be fully compensated.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the paragraph entitled When Your Coverage Ends is deleted in its entirety and replaced with the following:

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the confirmation of benefits. In addition, Your coverage will end at 12:01 A.M. local time on the earliest of the following dates:

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

If You extend the return date, coverage will terminate at 12:01 A.M., local time, at Your location on the day after Your Scheduled Return Date.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled Proof of Loss is amended by the addition of the following paragraph:

For losses that arose due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, for those areas within the declaration, no damages shall be automatically denied by Your inability to provide sufficient Proof of Loss within the time limits and requirements of the Policy. The time limit for the submission of Proof of Loss shall be not less than one hundred eighty days. The time limit shall not commence as long as a declaration of emergency is in existence.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled Payment of Claims is amended to read:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim within 30 days of receipt of acceptable written Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled Disagreement Over Amount of Loss is amended to read:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written request for an appraisal. After the request, if You agree, You and We will each select Our 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. The figure agreed to by two of the three (the appraisers and the arbitrator) is not binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**For residents of Maryland and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US and MISREPRESENTATION AND FRAUD** provisions are deleted and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us more than 3 years from the date it accrues unless another provision of the Code provides a different period of time within which an action shall be commenced.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof, or Your interest

therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage or in the presentation of any claim pursuant to this insurance coverage.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **DISAGREEMENT OVER AMOUNT OF LOSS** provision is deleted and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**For residents of Maine and if applicable to Your Policy:**

In **SECTION I. GENERAL DEFINITIONS**, the definitions of **"Actual Cash Value"**, **"Hospital"** and **"Medically Necessary"** are deleted in their entirety and replaced with the following:

**"Actual Cash Value"** means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. "Physical depreciation" means a value as determined according to standard business practices.

**"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) provides 24 hour nursing service and has at least 1 registered professional nurse on duty or call;
- (d) is not primarily a nursing care facility, rest home, convalescent home or similar establishment or any separate ward, wing or section of a Hospital used as such; and
- (e) is not a treatment or rehabilitation facility for drug addiction or alcohol abuse.

**"Medically Necessary"** means a treatment that is ordered by a Physician and performed under his or her care, supervision or order.

The following changes apply to **SECTION II. GENERAL PROVISIONS**:

The provision entitled **MISREPRESENTATIONS AND FRAUD** is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD:** Your coverage shall be denied if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

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

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

The following provisions are added:

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**CANCELLATION:** If Your Policy has been in effect for more than sixty (60) days, We may only cancel this Policy for the following reasons:

1. Nonpayment of premium;
2. Fraud or material misrepresentation made by or with the knowledge of the Insured in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
3. Substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including, but not limited to, an increase in exposure due to rules, legislation or court decision;
4. Failure to comply with reasonable loss control recommendations;
5. Substantial breach of contractual duties, conditions or warranties; or
6. Determination by the superintendent that the continuation of a class or block of business to which the Policy belongs will jeopardize Our solvency or will place Us in violation of the insurance laws of this State or any other state.

We will send written notice to You at Your last known address stating the reason(s) for cancellation. Cancellation under this provision is not effective until ten (10) days after a notice of cancellation is received by You. A post-office certificate of mailing to You at Your last known address is conclusive proof of receipt of notice on the 3rd calendar day after mailing.

**POST-JUDGMENT INTEREST:** If a legal action is commenced regarding a claim, once judgment is rendered, We will pay such interest on the claim as provided by Maine law.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** and **DISAGREEMENT OVER AMOUNT OF LOSS** provisions are deleted in their entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss.

All claims will be paid to You within thirty (30) days following receipt by Us of due Proof of Loss. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5% per month during the continuance of the period for which We are liable, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by Us or Our designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. The appraisal will take place in the Maine County where the Policy was issued for delivery. You will pay the appraiser selected by You. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the general exclusion that reads:

Care or treatment that is not Medically Necessary;

is deleted in its entirety and replaced with the following:

Care or treatment that is not Medically Necessary, as determined by a Physician;

***For residents of Michigan and if applicable to Your Policy:***

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

The **PAYMENT OF CLAIMS**, provision is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our liability to the extent of the claim.

This policy will share on a pro rata share basis with other valid and collectible insurance of the same type purchased by the policyholder to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.

The **PROOF OF LOSS** provision is amended to add the following when Renters Collision Insurance is included in the Policy:

***For residents of Minnesota and if applicable to Your Policy:***

The Administrative Office address on the cover page is deleted and replaced with the following:

Administrative Office: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022

In **SECTION II. GENERAL PROVISIONS, MISREPRESENTATION AND FRAUD** provision is deleted and replaced with the following:

**MISREPRESENTATION AND FRAUD:** No oral or written misrepresentation made by You, or on Your behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the Policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of Loss.

In **SECTION II. GENERAL PROVISIONS**, the following is added to the **SUBROGATION** provision:

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

This provision does not apply to persons or organizations also insured under this Policy or another Policy insured by the Company.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **PAYMENT OF CLAIMS** provision is deleted in its entirety and replaced with the following:

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**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim after receipt of acceptable written Proof of Loss within 5 business days.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the **NOTICE OF CLAIM** provision is deleted in its entirety and replaced with the following:

**NOTICE OF CLAIM:** Notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee, or an agent within 20 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office at the following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

The following changes apply to **Section VI. GENERAL LIMITATIONS AND EXCLUSIONS**:

The exclusion which states, "Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;" is deleted in its entirety and replaced with the following:

Expenses incurred as a result of operating a motor vehicle while over the legal blood alcohol limit as defined by the laws in the jurisdiction where the loss occurred;

The attestation clause above the signatures is deleted in its entirety and replaced with the following:

In Witness Whereof, the Insurer has caused this policy to be executed and attested. Where required by law, this policy shall not be valid unless countersigned by a duly authorized representative of the Insurer.

**For residents of Missouri and if applicable to Your Policy:**

The heading of the Policy is amended to include the following phone number below the Company's address:  
(866) 519-2522

In **SECTION I. GENERAL DEFINITIONS**, the definition of "**Dependent Child(ren)**" is deleted and replaced with the following:

"**Dependent Child(ren)**" means Your child(ren), including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 26 and primarily dependent on You for support and maintenance.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUIT AGAINST US** is deleted and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 10 years after the time required for giving Proof of Loss.

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In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provisions entitled **NOTICE OF CLAIM** and **DISAGREEMENT OVER AMOUNT OF LOSS** are deleted and replaced with the following:

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless this failure operates to prejudice Our rights, as per Missouri regulation 20 CSR 100-1.020. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office, at the following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss, upon mutual agreement, either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser and notify the other of the appraiser selected within twenty (20) days of such request. 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, and failing for fifteen (15) days to agree on an arbitrator, then on request of You and We, such arbitrator shall be selected by a judge of a court of record in the state or county (or city if the city is not within a county) of Your place of residence or place of business, unless You have no residence or place of business, then the arbitration will be held at the circuit court of Cole County. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process. This provision shall not limit either Your or Our right to institute a suit on the policy at any time. This provision is binding on when You and We have elected to arbitrate and a lawful, binding arbitration follows. This provision is not mandatory.

***For residents of Mississippi and if applicable to Your Policy:***

In **SECTION II. GENERAL PROVISIONS**, the **SUIT AGAINST US** and **MISREPRESENTATION AND FRAUD**, **SUBROGATION** and **ENTIRE CONTRACT** provisions are deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage. After 2 years from the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for this Policy shall be used to void the Policy or to deny a claim for loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2 year period.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy. No subrogation will occur until You have been made whole for Your damages.

**ENTIRE CONTRACT:** This Policy, Your enrollment material, and any attachments represent the entire contact between You and Us. No change in this policy shall be valid until approved by Our executive officer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

In **SECTION II. GENERAL PROVISIONS**, the following provision is added:

**CHANGE OF BENEFICIARY:** The right to change the beneficiary is reserved to You. The consent of the beneficiary shall not be a prerequisite to the surrender of this Policy or to any change of beneficiary, or any other changes to this Policy.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT, the PAYMENT OF CLAIMS and NOTICE OF CLAIM, PROOF OF LOSS,** and **PHYSICAL EXAMINATION AND AUTOPSY** provisions are deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written Proof of Loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

All claims shall be paid within twenty-five (25) days following receipt by Us of due Proof of Loss when Proof of Loss is filed electronically and thirty-five (35) days for Proof of Loss filed in other than electronic format. Failure to pay within such period shall entitle the claimant to interest at the rate of 1.5 percent per month from the 30<sup>th</sup> day after receipt of such Proof of Loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. You or Your assignee shall be notified by Us or designated representative of any known failure to provide sufficient documentation for a due Proof of Loss within thirty (30) days after receipt of the claim. Any required interest payments shall be made within thirty (30) days after the payment.

**NOTICE OF CLAIM:** Written notice of claim must be given by the Claimant (either You or someone acting for You) to Us or Our authorized designee within 30 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office at following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

**PROOF OF LOSS:** The claimant (either You or someone active for You) must send Us or Our authorized designee written Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. Failure to furnish such Proof of Loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

**PHYSICAL EXAMINATION:** We have the right to physically examine an Insured as often as reasonably necessary while a claim is pending. We may choose the Physician. This will be done at Our expense.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, exclusion 2 is deleted and replaced with the following:

2. Commission or the attempt to commit a felony or for which a contributing cause was the covered person's engagement in an illegal occupation by You, Your Traveling Companion, or Your Family Member, whether insured or not;

***For residents of North Carolina and if applicable to Your Policy:***

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUITS AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUBROGATION** is deleted in its entirety and replaced with the following:

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve



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signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Failure to comply with this provision could void or limit coverage. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy. This provision does not apply to any of the following coverages: Accidental Death and Dismemberment, Emergency Accident and Emergency Sickness Medical Expense and Emergency Medical Evacuation & Medically Necessary Repatriation.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **NOTICE OF CLAIM** is deleted in its entirety and replaced with the following:

**NOTICE OF CLAIM:** Written notice of claim must be given by the Claimant (either You or someone acting for You) to Us or Our authorized designee within 180 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office at following address: 399 Park Avenue, 8<sup>th</sup> Floor, New York, NY 10022 or to Our authorized designee.

**For residents of North Dakota and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUITS AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the provision entitled **When Your Coverage Ends** is deleted in its entirety and replaced with the following:

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the confirmation of benefits. In addition, Your coverage will end at 12:01 A.M. local time on the date which is the earliest of the following:

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

If You extend the return date, coverage will terminate at 12:01 A.M., local time, at Your location on the Scheduled Return Date; or

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **CLAIM FORMS** is deleted in its entirety and replaced with the following:

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim within 20 days.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PROOF OF LOSS** is deleted in its entirety and replaced with the following:

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 60 days after receipt of the claim forms. This must be a detailed written statement.

**For residents of Nebraska and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **MISREPRESENTATION AND FRAUD** is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have intentionally concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof, or Your interest therein to Our injury, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

In **Section V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS**, is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss, upon mutual agreement, either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**For residents of New Jersey and if applicable to Your Policy:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim within 30 days after receipt of acceptable written Proof of Loss. All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

**For residents of Nevada and if applicable to Your Policy:**

In **SECTION I. DEFINITIONS**, the definition of "**Pre-Existing Condition**" is deleted and replaced with the following:

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received during the 6 months immediately preceding 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 throughout the entire 6 month period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

Such conditions as described here shall continue to be a Pre-Existing Condition until the earlier of the Policy expiration date or twelve (12) consecutive months beginning with the Effective Date of coverage.

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

In **SECTION II. GENERAL PROVISIONS**, the following sentence is deleted from the provision entitled **SUBROGATION**:

Failure to comply with this provision could void or limit coverage.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the exclusion that states, "Claims resulting from expenses incurred and as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician and taken in accordance with the Physician's recommendations" is deleted in its entirety.

The following is added to the exclusion relating to Pre-existing Conditions:

Such conditions as described in **SECTION I. DEFINITIONS** shall continue to be a Pre-Existing Condition until the earlier of the Policy expiration date or 12 consecutive months beginning with the effective date of coverage.

**For residents of Ohio and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUIT AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss. Ohio courts will have jurisdiction.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **ENTIRE CONTRACT** is deleted in its entirety and replaced with the following:

**ENTIRE CONTRACT:** This Policy, Your application or enrollment material, and any attachments represent the entire contact between You and Us. No change in this Policy shall be valid until approved by Our executive officer and unless such approval be indorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim immediately upon, or within 30 days after, receipt of acceptable written Proof of Loss. All claims, except for Your loss of life, will be paid to You. A loss of life claim for accidental death will be paid to Your estate. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PROOF OF LOSS** is deleted in its entirety and replaced with the following:

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. This must be a detailed, written statement. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**For residents of Oklahoma and if applicable to Your Policy:**

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On page 2, the Administrative Office address is deleted in its entirety and replaced with the following:

Administrative Office: 399 Park Avenue, 8th Floor, New York, NY 10022

The following sentence is added to the **FOURTEEN DAY FREE LOOK** provision:

If We do not return any premiums or moneys paid within 30 days from the date of cancellation, We will pay interest on the proceeds.

In **SECTION I. GENERAL DEFINITIONS**, the following sentence is added to the definition of "**Dependent Child(ren)**":

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

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUIT AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **MISREPRESENTATION AND FRAUD** is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD:** Your coverage shall be voidable if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy, the subject thereof or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

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

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUBROGATION** is deleted in its entirety and replaced with the following:

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. Your coverage could be voidable or limited if you fail to comply with this provision. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **CONTROLLING LAW** is deleted in its entirety and replaced with the following:

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such states.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **ENTIRE CONTRACT** is deleted in its entirety and replaced with the following:

**ENTIRE CONTRACT:** This Policy, Your enrollment material, and any attachments represent the entire contact between You and Us. No change in this Policy shall be valid until approved by Our executive officer and unless such approval be indorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

In **SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**, the provision entitled **When Your Coverage Ends** is deleted in its entirety and replaced with the following:

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in the confirmation of benefits. In addition, Your coverage will end at 12:01 A.M. standard time on the date which is the earliest of the following:

- (a) the day after You cancel Your Covered Trip;
- (b) the day after Your Scheduled Return Date as stated on the travel tickets;
- (c) the day after You return to Your origination point if prior to the Scheduled Return Date;
- (d) the day after You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy); or
- (e) if You extend the return date, coverage will terminate at 12:01 A.M., standard time, at Your location on the day after Your Scheduled Return Date.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim immediately upon receipt of acceptable Proof of Loss. All claims, except for Your loss of life, will be paid to You. A loss of life claim for accidental death will be paid to Your estate. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **NOTICE OF CLAIM** is deleted in its entirety and replaced with the following:

**NOTICE OF CLAIM:** Written notice of claim must be given by the claimant (either You or someone acting for You) to Us or Our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice must include Your name, the Travel Supplier's name and the Policy number. Notice must be sent to Our administrative office at the following address: 399 Park Avenue, 8th Floor, New York, NY 10022 or to Our authorized designee.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PROOF OF LOSS** is deleted in its entirety and replaced with the following:

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. This must be a detailed statement. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS** is deleted in its entirety and replaced with the following:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss for any property

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coverage, either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. The two appraisers will select an umpire. Any figure agreed to by two of the three (the appraisers and the umpire) will be binding on the party invoking the appraisal process, not the party compelled to participate due to the other party's demand. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share equally with Us the cost for the umpire and the appraisal process.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the following changes are made:

Under Emergency Accident and Emergency Sickness Medical Expense, Emergency Medical Evacuation & Medically Necessary Repatriation and/or Repatriation of Remains coverage the exclusions which read:

Participating in bodily contact sports, skydiving, mountaineering where ropes or guides are normally used, hang gliding, parachuting, any race by horse, motor vehicle, or motorcycle, bungee cord jumping, spelunking, caving or rock climbing;

Your participation in civil disorder, riot or a felony;

Accidental Injury or Sickness when traveling against the advice of a Physician;

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.

are deleted in their entirety.

The following exclusion is added:

NARCOTICS: We shall not be liable for any loss sustained or contracted in consequence of You, Your Traveling Companion, or Your Family Member being under the influence of any narcotic unless administered on the advice of a Physician.

The exclusion which reads:

Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;

is deleted in its entirety and replaced with the following:

Expenses incurred as a result of drug addiction and alcoholism;

The exclusion which reads:

Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;

is deleted in its entirety and replaced with the following:

Participation in interscholastic athletics or sports competitions or events;

The exclusions which read:

Participation in any military maneuver or training exercise, police service, or any loss while You are in the service of the armed forces of any country;

and

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War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

are deleted in their entirety and replaced with the following:

War or act of war (whether declared or undeclared) while serving in the military or an auxiliary unit attached to the military or working in an area of war whether voluntarily or as required by an employer; participation in a felony, riot or insurrections, service in the armed forces or units Auxiliary thereto;

**For residents of Pennsylvania and if applicable to Your Policy:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PROOF OF LOSS** is deleted in its entirety and replaced with the following:

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible. This must be a detailed, written statement. Within 15 days of receipt of properly executed Proof of Loss, We will advise the claimant of the acceptance or denial of the claim. We will not deny a claim on the grounds of a specific policy provision, condition or exclusion unless reference to the provision, condition or exclusion is included in the denial. The denial will be given to the claimant in writing and the claim file of the claimant will contain a copy of the denial.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the following provision is added:

**PREJUDGMENT INTEREST:** If awarded, prejudgment interest will be paid outside the limits of this Policy, per Pennsylvania law.

**For residents of South Carolina and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS** the provision entitled **SUIT AGAINST US** is deleted in its entirety and replaced with the following:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 6 years after the time required for giving Proof of Loss.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim after receipt of acceptable written Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our liability to the extent of the claim.

Benefits will be paid to the Insured. Loss of life benefits are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at Our option, either to the Insured's beneficiary or estate.

The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss.

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In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **TIME OF PAYMENT OF CLAIMS** is added as follows:

**TIME OF PAYMENT OF CLAIMS:** After receiving written Proof of Loss, We will pay within 30 days all benefits then due. All accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability, will be paid immediately upon receipt of due written proof.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **CLAIM FORMS** is deleted in its entirety and replaced with the following:

**CLAIM FORMS:** When We receive a notice of claim, We will send forms for filing Proof of Loss to You. If claim forms are not furnished within 15 days, You shall be deemed to have complied with the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time limits stated in the Proof of Loss provision.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PROOF OF LOSS** is deleted in its entirety and replaced with the following:

**PROOF OF LOSS:** In the event of periodic payment for a continuing Loss, written Proof of Loss must be given to Us or Our authorized designee within 90 days after the end of each period for which We are liable. For any other Loss, written proof must be given within 90 days after such Loss. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. The proof required must be given no later than one (1) year from the time specified unless the claimant was legally incapacitated.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **CHANGE OF BENEFICIARY** is added as follows:

**CHANGE OF BENEFICIARY:** You can change the beneficiary at any time by giving Us written notice. The beneficiary's consent is not required for this or any other change in the Policy, unless the designation of the beneficiary is irrevocable.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PHYSICAL EXAMINATION AND AUTOPSY** is amended to include:

The autopsy must be performed in South Carolina.

**For residents of South Dakota and if applicable to Your Policy:**

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUIT AGAINST US** is amended to read:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us more than 6 years after the time required for giving Proof of Loss.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the following exclusions are amended to read:

Dental treatment except as a result of Accidental Injury;

Claims resulting from expenses incurred and as a result of committing a felony while under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;

Care or treatment for which compensation is paid under Worker's Compensation Law, any Occupational Disease Law; the 4800 Time Benefit plan or similar legislation; or



**VERMONT AMENDATORY ENDORSEMENT**  
**LT001 VT (07/2015)**

**For residents of Vermont and if applicable to Your Policy:**

All references to “as soon as reasonably possible” are deleted and replaced with “as soon as practicable.”

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

It is understood that Policy definitions and provisions designating:

- an insured
- named insured
- who is insured
- who is a named insured
- covered person(s)
- you and/or your
- spouse
- Family Member

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

In **SECTION I. GENERAL DEFINITIONS**, the definition of Pre-existing Conditions is deleted in its entirety and replaced with the following:

**“Pre-Existing Condition”** means any Accidental Injury, sickness or condition of You, Your Traveling Companion or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription throughout the entire 60 day period ending on the Effective Date and no medical advice, diagnosis, care or treatment has otherwise been received.

In **SECTION I. GENERAL DEFINITIONS**, the following changes are made:

The definition of Reasonable and Customary / Reasonable and Customary Charges is deleted in its entirety and replaced with the following:

**“Reasonable and Necessary / Reasonable and Necessary Charges”** means an expense which:

- (a) is charged for treatment, supplies, or medical services Medically Necessary to treat Your condition;
- (b) does not include charges that would not have been made if no insurance existed.

In no event will the Reasonable and Necessary charges exceed the actual amount charged.

In **SECTION II. GENERAL PROVISIONS** the provision entitled **MISREPRESENTATION AND FRAUD** is deleted in its entirety and replaced with the following:

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, in applying for coverage, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentation in connection with this insurance coverage. For fraud or material misrepresentation in the presentation of a claim, the claim may be denied and We shall have grounds for cancellation.

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In **SECTION II. GENERAL PROVISIONS** the provision entitled **CONFORMITY TO APPLICABLE LAW** is deleted in its entirety and replaced with the following:

**CONFORMITY TO APPLICABLE LAW:** Any part of this Policy, which is in direct conflict with the laws, regulations, and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the Effective Date of this Policy.

In **SECTION V**, the provision entitled **PHYSICAL EXAMINATION AND AUTOPSY** is deleted in its entirety and replaced with the following:

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine the Insured as often as reasonably necessary while a claim is pending. We may choose the Physician. We also have the right to request an autopsy performed in the case of death, unless the law prohibits it or Your religion forbids it. We will pay the cost of the examination or autopsy.

In **SECTION V**, the provision entitled **PAYMENT OF CLAIMS** is deleted in its entirety and replaced with the following:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay a claim within fifteen (15) working days after receipt of acceptable written Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

In **SECTION V**, the provision entitled **SETTLEMENT OF LOSS** is deleted in its entirety and replaced with the following:

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us in writing and We have determined that the claim is covered. Claims for lost property will be paid within ten (10) working days after settlement has been agreed upon, if the property has not been recovered.

In **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**, the following changes are made:

The exclusion that reads:

Claims resulting from expenses incurred and as a result of being intoxicated above the legal limit or under the influence of drugs or narcotics, unless prescribed by a Physician and taken in accordance with the Physician's recommendations;

is amended to read:

Expenses incurred as a result of being under the influence of illegal drugs or legal drugs illegally used;

The exclusion that reads, "Mental or emotional disorders, unless hospitalized as a result thereof," is deleted in its entirety.

The exclusion that reads:

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Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;

is amended to read:

Suicide, attempted suicide or any intentionally self-inflicted injury committed by You, Your Traveling Companion or Your Family Member, whether or not insured;

**For residents of Wisconsin and if applicable to Your Policy:**

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **PROOF OF LOSS** is amended to read:

**PROOF OF LOSS:** The claimant (either You or someone acting for You) must send Us or Our authorized designee Proof of Loss within 1 year after a covered loss occurs or as soon as reasonably possible, otherwise the claim may be denied. This must be a detailed, written statement.

In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER AMOUNT OF LOSS** is deleted in its entirety.

**For residents of West Virginia and if applicable to Your Policy:**

Under **SECTION V. CLAIM PROCEDURES AND PAYMENT**, the first paragraph of the **PAYMENT OF CLAIMS** provision is amended to read:

**PAYMENT OF CLAIMS:** We or Our authorized designee will pay all claims within 15 days following Our receipt of acceptable written Proof of Loss.

Under **SECTION V. CLAIM PROCEDURES AND PAYMENT, DISAGREEMENT OVER SIZE OF LOSS** provision is amended to read:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss, upon mutual consent, either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**For residents of Wyoming and if applicable to Your Policy:**

In **SECTION I. GENERAL DEFINITIONS**, the definition of **Pre-Existing Condition** is amended to read:

**"Pre-Existing Condition"** means any Accidental Injury, sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You for which actual 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 throughout the entire 180 day period ending on the Effective Date and no actual medical advice, diagnosis, care or treatment has otherwise been received.

In **SECTION II. GENERAL PROVISIONS**, the provision entitled **SUITS AGAINST US** is amended to read:

**SUIT AGAINST US:** No legal action related to a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action related to a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 4 years after the date of discovery.

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In **SECTION V. CLAIMS PROCEDURES AND PAYMENT**, the provision entitled **DISAGREEMENT OVER SIZE OF LOSS** is amended to read:

**DISAGREEMENT OVER AMOUNT OF LOSS:** If there is a disagreement about the amount of the loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by two of the three (the appraisers and the arbitrator) will be non-binding. You will pay the appraiser that You select. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.