



**ARCH INSURANCE SOLUTIONS INC.  
PLATINUM PLAN**

**Underwritten By:**  
**Arch Insurance Company**  
Administrative Office: 300 Plaza Three  
Jersey City, NJ 07311

**Administered By:**  
**Arch Insurance Solutions Inc.**  
11350 McCormick Rd, Suite 102  
Hunt Valley, MD 21031  
Phone: 1-877-722-1959  
Fax: 1-443-279-2901

**INDIVIDUAL TRAVEL PROTECTION POLICY**

**This policy may describe optional coverages that You did not purchase. Make sure You carefully review the Schedule of Benefits to confirm the benefits and coverages for the program that You purchased.**

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the Declarations, Schedule of Benefits or Confirmation of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

If You are not satisfied for any reason, You may return Your policy to Arch Insurance Solutions Inc. within 14 days after receipt. Your policy payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.

Handwritten signature of John Mentz in black ink.

\_\_\_\_\_  
John Mentz  
President

Handwritten signature of Patrick Nails in black ink.

\_\_\_\_\_  
Patrick Nails  
Secretary

**SCHEDULE OF BENEFITS**

<b>Benefits</b>	<b>Maximum Benefit Amount</b>
<b>Part A – Travel Arrangement Protection</b>	
Trip Cancellation .....	Trip Cost
Trip Interruption and Delayed Arrival .....	125% of Trip Cost
Occupancy Upgrade .....	Trip Cost
Missed Connection.....	\$500
Trip Delay .....	\$1,000 (\$200/day)
<b>Part B – Travel Insurance Benefits</b>	
Accidental Death and Dismemberment .....	\$25,000
Emergency Accident & Sickness Medical Expense.....	\$100,000
Emergency Dental Treatment.....	\$500
Medical Evacuation and Repatriation of Remains .....	\$1,000,000
Political or Security Evacuation.....	\$100,000
<b>Coverage For Your Belongings and Property of Others</b>	
Baggage and Personal Effects.....	\$1,000
Per Item .....	\$250
Special Limitations Combined Maximum.....	\$500
Baggage Delay.....	\$100
<b>Optional Benefits</b>	
Optional Cancellation for Any Reason .....	75% of Non-Refundable Trip Cost

**Optional Benefit**

You are only covered for the Optional Benefit that You elect in Your enrollment form, provided that the required additional premium has been paid and Your premium payment is received by the Program Administrator within the Time Sensitive Period.

## SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### PART A – TRAVEL ARRANGEMENT PROTECTION

#### TRIP CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the amount of the unused non-refundable prepaid Payments or Deposits for the Travel Arrangements You purchased for Your Trip, when You cancel Your Trip prior to departure for a covered Unforeseen reason.

**Trip Cancellation must be due to one of the following Unforeseen reasons:**

1. Your, a Family Member's, a Traveling Companion's, a Business Partner's or a Traveling Companion's Family Member's death, that occurs before departure on Your Trip;
2. Your, a Family Member's, a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's covered Sickness or Injury, that: a) occurs before departure on Your Trip; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause Your Trip to be cancelled;
3. for Other Covered Events, as defined;

provided any such covered Unforeseen reason occur while coverage is in effect for You.

#### OPTIONAL CANCELLATION FOR ANY REASON

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for 75% of the unused non-refundable prepaid Payments or Deposits for the Travel Arrangements You purchased for Your Trip, when You cancel Your Trip prior to departure for any reason not otherwise covered by this policy provided.

1. Your payment for this policy has been received within the Time Sensitive Period; and
2. You cancel Your Trip two days or more before Your Scheduled Departure Date.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Us as soon as 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 AND DELAYED ARRIVAL

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, prepaid non-refundable Payments or Deposits for Your land or water Travel Arrangements, plus the Additional Transportation Cost paid to either:

- a) join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel; or
- b) rejoin Your Trip from the point where You interrupted Your Trip or transport You to Your originally scheduled return destination;

for a covered Unforeseen reason.

**Trip Interruption must be due to one of the following Unforeseen reasons:**

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's death, which occurs while You are on Your Trip;
2. Your, a Family Member's, a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption; and c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued participation on the Trip;

3. for Other Covered Events as defined;

provided any such covered Unforeseen reason occurs while coverage is in effect for You.

**Delayed Arrival must be due to one of the following Unforeseen reasons which occurs within 7 days of Your Scheduled Departure Date:**

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's death; or
2. Your, a Family Member's, or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) requires Medical Treatment at the time of occurrence; and b) as certified by a Physician, results in medical restrictions so disabling as to prevent You from departing on Your Trip on Your Scheduled Departure Date; or
3. for **Other Covered Events** as defined;

provided any such covered Unforeseen reason occurs while coverage is in effect for You.

**"Other Covered Events"** means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. You or Your Traveling Companion is the victim of a felonious assault within 10 days of the Scheduled Departure Date of Your Trip;
- c. Your or Your Traveling Companion's principal place of residence or destination is made Uninhabitable and remains Uninhabitable during Your scheduled Trip, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your primary place of residence within 10 days of departure;
- d. Your or Your Traveling Companion's place of employment is rendered unsuitable for business or company operations or is interrupted due to burglary, vandalism or a Natural Disaster and You or Your Traveling Companion are required to work as a result;
- e. a documented theft of Your passports or visas;
- f. Your or Your Traveling Companion's transfer of employment by the employer with whom You or Your Traveling Companion are employed on Your Effective Date which requires Your or Your Traveling Companion's principal residence to be relocated;
- g. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- h. Strike that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You are scheduled to travel;
- i. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You are scheduled to travel;
- j. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster;
- k. Your or Your Traveling Companion's involuntary employment termination or layoff. Employment must have been with the same employer for at least 2 continuous years;
- l. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip.
- m. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment, including war. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- n. Bankruptcy or Default of an airline, or cruise line or tour operator causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than 21 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. Coverage for this Other Covered Event only applies if Your payment for this policy is received within the Time Sensitive Period.

In no event shall the amount reimbursed for Trip Cancellation exceed the lesser of the amount You prepaid for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

### **OCCUPANCY UPGRADE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Trip Cancellation, for the additional cost You incur as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is canceled or interrupted for a covered Unforeseen reason and You do not cancel or interrupt Your Trip.

### **MISSED CONNECTION**

If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier (the delay must be documented by the Common Carrier);
- b) documented weather condition preventing You from getting to the point of departure for Your Trip;
- c) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

- 1) Your Additional Transportation Cost to join the departed Trip; and
- 2) Your prepaid expenses for the unused land or water Travel Arrangements.

### **TRIP DELAY**

If You are delayed for 12 hours or more while en route to, during or returning from Your Trip due to a covered Travel Hazard, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the expenses You incur for additional hotel nights, meals and local transportation while You are delayed.

For the purposes of this benefit:

**"Travel Hazard"** means delay caused by or resulting from:

- a) any delay of a Common Carrier (the delay must be documented by the Common Carrier);
- b) a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report);
- c) Your or Your Traveling Companion's lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- e) a road closure (substantiated by the department of transportation, state police, etc.) due to severe storms preventing You from getting to the point of departure for Your Trip;
- f) Your Sickness or Injury or the Sickness, Injury or death of Your Traveling Companion, or Family Member traveling with You.

## **PART B – TRAVEL INSURANCE BENEFITS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip, sustain a Loss shown in the Table of Losses below. The Loss must occur within three hundred and sixty-five (365) days after the date of the Injury causing the Loss.

<b>TABLE OF LOSSES</b>	
<b>Loss of:</b>	<b>Percentage of Maximum Benefit Amount Payable:</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%

**"Loss"** with regard to: 1) hand or foot, means actual complete severance through and above the wrist or ankle joints; and 2) eye means an entire and irrecoverable Loss of sight.

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.

**Exposure and Disappearance:**

We will pay benefits for covered Losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The Loss must occur within 365 days after the event that caused the exposure.

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found within 365 days from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered Loss of life.

**EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**

Benefits will be paid for covered Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following: 1) covered Medical Expenses will only be payable at the Usual and Customary level of charges; 2) benefits will be payable only for covered Medical Expenses resulting from an Emergency Condition that first manifests itself or occurs while on Your Trip; and 3) only Medical Expenses incurred during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

Benefits will include up to \$500 for expenses incurred during Your Trip for emergency dental treatment. Dental expenses incurred after Your Trip is completed are not covered.

**"Emergency Condition"** means an Injury or Sickness diagnosed by a Physician for which You have sudden and unexpected severe or acute symptoms 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. The severe or acute symptoms must occur while on Your Trip.

**"Medical Expenses"** means expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip), if recommended by Your attending Physician and approved by Us or Our Program Assistance Provider as a substitute for a hospital room for recovery from Your Emergency Condition;
3. local Transportation Expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

We will advance payment to a Hospital, up to the Maximum Benefit Amount shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital because of a covered Emergency Condition.

## **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a covered Sickness, Injury, or loss of life, during Your Trip, for the following:

### **Emergency Medical Evacuation**

We will pay the Usual and Customary level of charges for Transportation Expense for an emergency Medical Evacuation to the nearest Hospital or medical facility where suitable Medically Necessary treatment is available, provided: 1) Your local attending Physician and Our Program Assistance Provider determine that Your condition is acute, severe or life threatening; and 2) that adequate Medically Necessary treatment is not available in Your immediate area.

### **Medically Necessary Repatriation**

Following a covered emergency Medical Evacuation or a covered Sickness or Injury, We will pay for a Medical Evacuation to return You to Your point of origin, Your principal place of residence, or to a Hospital or medical facility closest to Your principal place of residence capable of providing continued treatment, if Your local attending Physician and Our Program Assistance Provider determine that it is Medically Necessary.

We will pay for one of the following methods of transportation, as pre-approved by Our Program Assistance Provider:

- 1) commercial air upgrade to Business or First Class, less refunds from Your unused transportation tickets;
- 2) other Transportation Expense.

Transportation must be via the most direct and economical route.

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of principal residence in the United States of America if You die during Your Trip.

**“Repatriation Expenses”** means expenses for embalming, local cremation, minimally necessary casket for transport and air transportation of Your remains and any other expenses required to comply with local laws or regulations to arrange transport of Your remains.

All Repatriation Expenses must be approved in advance by Us or Our Program Assistance Provider.

### **Additional Medical Evacuation Benefits:**

The following are additional benefits that do not reduce the Maximum Benefit Amount payable under the Medical Evacuation and Repatriation of Remains Benefit.

**Transportation to Join You:** If You are or will be hospitalized for more than 7 days, We will pay, up to the cost of a single round-trip Economy Transportation ticket for one person chosen by You to visit Your bedside, provided You are traveling alone and emergency Medical Evacuation or non-emergency Medical Evacuation is not imminent.

**Transportation of Dependent Children:** If You die or are hospitalized for more than 7 days, We will pay, up to the cost of a single one-way Economy Transportation ticket (less the value of applied credit from any unused return travel tickets) per person, to return Your Dependent children (and any accompanying minor persons under Your care) who are left unattended by Your death or hospitalization to their home, with an attendant, if considered necessary by Our Program Assistance Provider.

## **POLITICAL OR SECURITY EVACUATION**

We will pay, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for all reasonable evacuation expenses incurred for Your transportation to the nearest safe haven, if You must leave Your Trip for a covered Political or Security Event.

Evacuation must occur within 7 days of any Political or Security Event. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. Benefits are only payable for arrangements made by Our Program Assistance Provider.

Following an evacuation due to a Political or Security Event and when safety allows, We will pay for one-way Economy Transportation to return You to either the Host Country or Your Home Country, whichever country You designate.

## **POLITICAL OR SECURITY EVACUATION COVERAGE DEFINITIONS**

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

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

“**Political or Security Event**” means: 1) a Natural Disaster; 2) civil, military or political unrest for which a formal written recommendation from the appropriate local government authorities, or the U.S. State Department, for You to leave a country is issued; or 3) You being expelled or declared a persona non-grata by a country You are visiting on Your Trip.

## **POLITICAL OR SECURITY EVACUATION COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if Our Program Assistance Provider arranges or coordinates Your evacuation.
2. We will not pay for any loss or expense recoverable under any other insurance or through an employer.
3. Our Program Assistance Provider has sole discretion regarding the means, methods and timing of a Political or Security Evacuation. However, the decision to travel is Your sole responsibility.
4. You will be responsible for all transportation and living costs while located at the safe haven.
5. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service is prohibited by United States of America law, local laws or regulatory agencies. A Political or Security Evacuation is not covered from Afghanistan, Iraq, Somalia, Chechnya, Democratic Republic of the Congo, Iran, Israel West Bank, Israel Gaza Strip, Ivory Coast, Lebanon, Libya, North Korea, Sudan or Syria.
6. We will not pay any costs or expenses arising from:
  - a. Political or Security Evacuation from Your Home Country.
  - b. Political or Security Evacuation when the Political or Security Event precedes Your arrival in the Host Country.
  - c. Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Our Program Assistance Provider regarding Your need to be evacuated.
  - d. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
7. We will not pay for more than one (1) Political or Security Evacuation from a country or territory per individual per Trip.
8. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas.
9. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit.
10. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract.

## **COVERAGE FOR YOUR BELONGINGS AND PROPERTY OF OTHERS**

### **BAGGAGE AND PERSONAL EFFECTS**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, less any amount paid or payable by a party responsible for Your loss, for Your Baggage which is permanently lost, stolen, damaged or destroyed during Your Trip, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times.

We will also reimburse You for fees associated with the replacement of Your passport and visas which are lost, stolen, damaged or destroyed during Your Trip.



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

**Valuation and Payment of Loss:**

The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time Your Baggage is lost, stolen, damaged or destroyed;
- 2) the cost to repair or replace the item with material of a like kind and quality; or
- 3) \$250 per item.

We may take all or part of Your damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

- 1) repair or replace any part to restore the pair or set to its value before the loss; or
- 2) pay the difference between the value of the property before and after the loss.

**Items Subject To Special Limitations:** a combined maximum of \$500 (without a per item limit) will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras (and their accessories and related equipment); laptop or tablet computers; cell phones, PDA's and similar mobile devices; and other digital or electronic equipment or media; and sporting equipment.

For claimed items without original receipts, payment of loss will be calculated based upon 50% of the Actual Cash Value at the time of loss, not to exceed \$250 per item.

**BAGGAGE DELAY**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of reasonable additional clothing and personal items purchased by You while Your Baggage is delayed 24 hours or more from Your time of arrival at a destination other than Your return destination.

This coverage terminates upon Your arrival at the return destination of Your Trip.

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

We will not provide benefits for any loss or damage to:

- 1) animals;
- 2) automobiles and automobile equipment; boats, motorcycles; trailers; motors; aircraft; or other vehicles or conveyances;
- 3) bicycles, except when checked as baggage with a Common Carrier;
- 4) household effects and furnishings; antiques and collector items;
- 5) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or hearing aids;
- 6) artificial limbs or other prosthetic devices;
- 7) keys, money, and credit cards (except as otherwise specifically covered herein); securities, stamps, tickets, and documents (except as coverage is otherwise specifically provided herein);
- 8) sporting equipment if the loss results from the use thereof.

We will not provide benefits for any loss or damage caused by or resulting from:

- 1) breakage of brittle or fragile articles;
- 2) wear and tear or gradual deterioration;
- 3) confiscation or appropriation by order of any government or custom's rule;
- 4) theft or pilferage while left in any unlocked vehicle;

- 5) property illegally acquired, kept, stored or transported;
- 6) Your negligent acts or omissions;
- 7) property shipped as freight or shipped prior to the Scheduled Departure Date;
- 8) electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- 9) insects, vermin or inherent vice.

We will not provide benefits for any loss or damage to Your Baggage which has been reimbursed by a Common Carrier, hotel or Travel Supplier.

## **SECTION II – DEFINITIONS**

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

**“Actual Cash Value”** means current replacement cost for items of like kind and quality less depreciation.

**“Additional Transportation Cost”** means the actual cost incurred for one-way Economy Transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by Common Carrier by the most direct route, less any refunds paid or payable, for unused original tickets.

**“Baggage”** means luggage and personal effects (whether owned, borrowed or rented) taken by You on Your Trip.

**“Bankruptcy or Default”** means the total cessation of operations due to financial insolvency, with or without the filing of a bankruptcy.

**“Business Partner”** means an individual who: (a) is involved in a legal general partnership with You; and (b) is actively involved in the day to day management of Your business.

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**“Common Carrier”** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**“Complications of Pregnancy”** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**“Dependent”** means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You.

**“Economy Transportation”** means the lowest published available transportation rate for a ticket on a Common Carrier.

**“Effective Date”** means the date and time Your coverage begins, as indicated in Section IV-Coverage Provisions, When Coverage Begins and Ends.

**“Eligible Person”** means a citizen or resident of the United States of America.

**“Family Member”** means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Hospital”** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**“Hospitalized”** means admitted to a Hospital for a period of at least 24 hours or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

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

**“Injury”** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**“Insured”** means the person named on the Confirmation of Benefits that is scheduled to participate on a Trip, provided the required premium has been paid. Insured also means “You” and “Your”.

**“Intoxicated”** mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**“Medical Evacuation”** means Physician-ordered Transportation Expense which is arranged and approved by Our Program Assistance Provider. An unscheduled return by the same or like mode of transportation as originally scheduled without additional transportation requirements is not a Medical Evacuation.

**“Medically Necessary”** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

**“Medical Treatment”** means examination and treatment by a Physician.

**“Natural Disaster”** means earthquake, flood, fire, hurricane, tornado, tsunami, volcanic eruption, or landslide that is due to natural causes.

**“Payments or Deposits”** means the cash, check, or credit card amounts actually paid for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**“Physician”** means a person licensed as a medical doctor in the jurisdiction where the services are rendered or a Christian Science Practitioner who is: (a) other than You, a Traveling Companion or a Family Member; and (b) practicing within the scope of his or her license.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Your Traveling Companion, Business Partner or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription

for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy.

**“Program Assistance Provider”** means On Call International.

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

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

**“Strike”** means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which is unannounced and unpublished at the time Travel Arrangements are purchased and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an incident deemed a terrorist attack by the United States government or act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in Loss of life or major damage to person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**“Third Party(ies)”** means any person, corporation or other entity except You and Us.

**“Time Sensitive Period”** means within 21 days of the date Your initial deposit/payment for Your Trip is received.

**“Transportation Expense”** means the cost of Medically Necessary conveyance and personnel, including Usual and Customary charges for required medical services and supplies.

**“Travel Arrangement(s)”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier for Your Trip.

**“Traveling Companion”** means a person or persons, who during Your Trip, will accompany You. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You.

**“Trip”** means a scheduled trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**“Unforeseen”** means not anticipated or expected and occurring after the Effective Date of the policy.

**“Uninhabitable”** means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

**“Usual and Customary”** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

### **SECTION III - POLICY LIMITATIONS AND EXCLUSIONS**

**Benefits are not payable for any loss due to, arising or resulting from:**

1. a Pre-Existing Condition, as defined in the policy. This Pre-Existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;

## Waiver of the Pre-Existing Condition Exclusion

The exclusion for Pre-Existing Condition will be waived provided:

- a) Your payment for this is received within the Time Sensitive Period; and
  - b) You insure all of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions; and
  - c) You or the individual with the Pre-Existing Condition are not disabled from travel at the time You make Your payment for this policy; and
  - d) The booking for the Trip is the Insured's first and only booking for this travel period and destination.
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
  3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
  4. participating in maneuvers or training exercises of an armed service or police force of any country;
  5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
  6. participating as a professional in a stunt, athletic or sporting event or competition;
  7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race or speed contests, scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a dive master is not present during the dive, spelunking or bodily contact sports;
  8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  9. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
  10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
  11. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth or voluntarily induced abortion;
  12. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
  13. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy is in effect for You.

## SECTION IV – COVERAGE PROVISIONS

### Who Is Eligible For Coverage

An Eligible Person who is booked to travel on an eligible Trip.

### When Coverage Begins and Ends

#### When Coverage Begins

#### Trip Cancellation, Optional Cancellation For Any Reason:

Coverage begins at 12:01 a.m. at Your location on the day after the date the required payment for this policy to cover Your Trip is received by the Travel Supplier or Program Administrator.

This is Your "Effective Date" and time for Trip Cancellation, Optional Cancellation For Any Reason.

**Trip Interruption and Missed Connection:** Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Trip destination, on the Scheduled Departure Date) for Your Trip. This is Your "Effective Date" and time for Trip Interruption and Missed Connection.

**All Other Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages.

## **When Coverage Ends:**

**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

**Optional Cancellation For Any Reason:** Your coverage automatically ends on the earlier of: 1) 48 hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) the date the Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Trip covered by the policy; 5) the expiration date of the policy.

All coverages under the policy will be extended if Your entire Trip is covered by the policy and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

Termination of the policy will not affect a claim for loss that occurs after policy payment has been paid.

## **SECTION V – CLAIMS PROVISIONS**

### **Your duties in event of a loss:**

#### **For Trip Cancellation, Optional Cancellation For Any Reason and Trip Interruption:**

Immediately, or as soon as possible, call Your Travel Supplier and the Program Administrator (see Where to Report a Claim) to report Your cancellation, interruption to avoid non-covered charges due to late reporting.

If You are prevented from taking Your Trip as scheduled or must interrupt your Trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation or continued participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

#### **Trip Delay or Missed Connection:**

Obtain any specific dated documentation, that provides proof of the reason for delay (airline or cruise line forms, medical statements, etc).

Submit this documentation along with Your trip itinerary and all receipts for additional expenses incurred.

#### **For Baggage and Personal Effects and Baggage Delay:**

In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects and Baggage Delay, You must:

- a) take all necessary and reasonable steps to protect, save or recover the property;
- b) notify, within 48 hours of the loss in writing, the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) obtain a copy of the reported loss, damage, delay or theft of the item from the Common Carrier who had possession of the item at the time of the loss to include the Common Carrier's liability for such loss;
- d) produce records needed to verify the claim and its amount, and permit copies to be made;
- e) provide Us, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- f) allow the property to be examined, if requested.

**Where to Report a Claim:**

Arch Insurance Solutions Inc.  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031  
PHONE: 1-877-722-1959  
FAX: 443-279-2901  
EMAIL: [claims@archinsurancesolutions.com](mailto:claims@archinsurancesolutions.com)

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Payment of Claims:** All benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

## SECTION VI - GENERAL PROVISIONS

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Accidental Death and Dismemberment, Emergency Accident and Sickness Medical Expense, Medical Evacuation and Repatriation and Political or Security Evacuation) or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Other Insurance with Us:** You may be covered under only one travel insurance policy with Us for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

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

**Proof of Loss:** You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under this policy.

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

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



**State Exceptions for  
Platinum Program**

**Alabama Residents**

Form #: 05 LTP0041 01 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** The time period by which a legal action relating to this policy must be filed is governed by Alabama law.

**Arkansas Residents**

Form #: 05 LTP0041 04 10 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. We are entitled to recovery only after You have been fully compensated for the covered loss.

**California Residents**

Form #: 05 LTP0041 05 04 14

Under **Section II - Definitions**, the following definitions are deleted and replaced as follows:

"**Domestic Partner**" means an opposite or same-sex partner who is at least eighteen (18) years of age and qualifies as a domestic partner under state law.

"**Injury**" means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the proximate cause of loss and must not be caused by, or result from, Sickness.

Under **Section V - Claims Provisions**, the **Proof of Loss** provision is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. 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.

Under **Section V – Claims Provisions**, the following will appear as the 1st paragraph in the **Payment of Claims** provision:

Benefits payable under this policy will be paid immediately upon receipt of due written proof of loss.

Under **Section V – Claims Provisions**, the following will appear as the last paragraph in the **Payment of Claims** provision:

Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Under **Section VI – General Provisions**, the following will appear as the 1st provision:

**Entire Contract, Changes:** This policy, including the Schedule of Benefits or Confirmation of Benefits, endorsements and attached papers, if any, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company 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.

Under **SECTION VI – General Provisions**, the **Concealment and Misrepresentation** provision is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented.

Under **Section VI – General Provisions Proof of Loss for Baggage/Personal Effects and Baggage Delay** coverages are deleted and replaced as follows:

**Proof of Loss:** You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss. 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.

**WRITTEN NOTICE TO CALIFORNIA  
RESIDENTS REGARDING  
TRAVEL INSURANCE PURCHASE**

**NOTICE:** This plan contains disability insurance benefits or health insurance

benefits, or both, that only apply during the covered trip. You may have coverage from other sources that already provides you with these benefits. You should review your existing policies. If you have any questions about your current coverage, call your insurer or health plan.

#### **Connecticut Residents**

Form #: 05 LTP0041 07 04 14

Under **Section III – Policy Limitations and Exclusions, Exclusion 9** has been deleted and replaced as follows:  
9. being Intoxicated;

The **Excess Insurance** provision under **Section VI – General Provisions** is deleted and replaced as follows:

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity except for Accidental Death and Dismemberment, Medical Expense, Emergency Assistance, Medical Evacuation and Political or Security Evacuation or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right, as permitted by law. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

#### **District of Columbia Residents** Form #: 05 LTP0041 09 07 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and is registered with a state or local registry. If not registered, all the following requirements for at least 6 months:

1. Resides with You;
2. Shares financial assets and obligations with You.

Under **Section II – Definitions, Medically Necessary** is deleted and replaced as follows:

**“Medically Necessary”** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice. 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.

#### **Georgia Residents** Form #: 05 LTP0041 11 06 13

Under **Section I – Coverages, the following “Other Covered Event”** is deleted and replaced as follows:

j. You or Your Traveling Companion who are military, police or fire personnel and purchased coverage at the time the Payments or Deposits were made for the Trip, are called into emergency service to provide aid or relief for a Natural Disaster;

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

#### **Illinois Residents** Form #: 05 LTP0041 14 10 13

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the definition of

“Emergency Condition is deleted and replaced as follows:

**“Emergency Condition”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or the unborn child) in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of any bodily organ.

Under **Section I, Coverages, Political or Security Evacuation, the Political or Security Evacuation Coverage Conditions and Limitations, 6d.** is deleted and replaced as follows:

- d. the actual or threatened use or release of any chemical or biological weapon or device, or exposure to radiation, regardless of contributory cause.

Under **Section I, Coverages, Political or Security Evacuation, the Political or Security Evacuation Coverage Conditions and Limitations, 8.** is deleted and replaced as follows:

8. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless such allegations are fraudulent; or c) failure to maintain required documents or visas.

Under **Section I – Coverages, BAGGAGE AND PERSONAL EFFECTS, the Items Subject To Special Limitations** provision is deleted and replaced as follows:

**Items Subject To Special Limitations:** a combined maximum of \$500 (without a per item limit) will be paid for jewelry; precious or semi-precious stones; watches; articles containing silver, gold or platinum; furs or articles trimmed with fur; cameras (and their accessories and related equipment);

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

**“Complications of Pregnancy”** means conditions (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, hyperemesis gravidarum, preeclampsia, missed abortion and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**“Dependent”** means lawful spouse and a child who is in Your custody, pursuant to an interim court order of adoption, vesting temporary care of the child to You, regardless of whether a final order granting adoption is ultimately issued, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

**“Family Member”** means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law or civil union spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step, in-law or civil union), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Injury”** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity.

**“Intoxicated”** means what is defined and determined by the laws of the jurisdiction where the loss or cause of the loss was incurred.

**“Uninhabitable”** means: (1) the building structure or any part of the building structure is unstable and there is a risk of collapse; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

3. war, invasion, hostilities between nations (whether declared or undeclared), or civil war;

Under **Section III – Policy Limitations and Exclusions**, the following exclusions are deleted in their entirety:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;

5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);

6. participating as a professional in a stunt, athletic or sporting event or competition;

7. participating in skydiving or parachuting , hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing any race or speed contests, scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a

dive master is not present during the dive; spelunking or bodily contact sports;

Under **Section V – Claims Provisions**, the following provision has been added:

**Time of Payment of Claims:** All claims and indemnities payable under the terms of a policy of accident and health insurance shall be paid within 30 days following receipt of due proof of loss. Failure to pay within such period shall entitle the insured to interest at the rate of 9 percent per annum 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.

**Time Limit on Certain Defenses:** After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of such two year period.

**Civil Union:** Parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the whole claim or any part of the claim is denied.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has

been concealed or intentionally misrepresented.

Under **Section VI – General Provisions, Benefit to bailee** is deleted and replaced as follows:

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

**Kansas Residents  
Form #: 05 LTP0041 17 12 13**

The following disclaimer has been added to the policy:

**THIS IS A LIMITED POLICY.  
PLEASE READ IT CAREFULLY  
THIS POLICY DOES NOT COVER PRE-  
EXISTING CONDITIONS UNLESS THE  
PRE-EXISTING CONDITIONS WAIVER  
IS APPLICABLE**

The “Free Look Period” shown on page 1 of the policy is deleted and replaced as follows:

**If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.**

Under **Section II – Definitions**, the definition of “**Domestic Partner**” and any references contained in the policy are deleted in its entirety.

The following provision has been added under **Section IV – Coverage Provisions, When Coverage Ends:**

**Cancellation by Insured:** You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or death of the insured, We will promptly return the unearned portion of any premium paid on a short rate basis. Cancellation will be without prejudice to any claim originating

prior to the effective date of the cancellation.

Under **Section V – Claims Provisions**, the **Your duties in event of a loss** provision for **Medical Expenses** is deleted in its entirety.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** We, or Our designated representative, will pay the claim immediately upon receipt of due written acceptable proof of loss. Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Excess Insurance** is deleted and replaced as follows:

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Accidental Death and Dismemberment and Medical Evacuation and Repatriation and Political or Security Evacuation) or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving proof of loss. This 5 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented. For the purposes of this provision, fraud means knowingly and with intent to defraud, You present, cause to be presented or prepare with knowledge or believe to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which You know to contain materially false information concerning any fact material thereto; or You conceal, for the purpose of misleading, information concerning any fact material thereto.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. This Subrogation provision does not apply to covered medical, surgical, hospital or funeral expenses under this policy.

**Louisiana Residents**  
**Form #:** 05 LTP0041 19 11 13

Under **Section II – Definitions, “Domestic Partner”** is deleted in its entirety.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity. For losses that arise due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, the time limit for submission of proof of loss is 180 days after the date of the loss.

Under **Section V – Claims Provisions, Payment of Claims** the following provision has been added:

We will pay the claim within 30 days after receipt of acceptable proof of loss.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss however, Our right to recover is subordinate to Your right to be fully compensated.

Under **Section VI – General Provisions, Proof of Loss for Baggage/Personal Effects and Baggage Delay** coverages are deleted and replaced as follows:

**Proof of Loss:** You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss, or as soon as reasonably possible. Failure to comply with these conditions shall invalidate any claims under this policy.

**Maine Residents**  
**Form #:** 05 LTP0041 20 11 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Arch Insurance Solutions within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

Any post-judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be denied and/or cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

**Cancellation:** We may not cancel this policy except for one or more of the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentations made by or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- c) 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;

d) failure to comply with reasonable loss control recommendations;

e) substantial breach of contractual duties, conditions or warranties; or

The Maine Insurance Code requires that the foregoing cancellation provisions appear in all casualty insurance policies. Notwithstanding the above, this policy is non-cancellable by either party.

**Nonrenewable:** This is a nonrenewable policy.

#### **Maryland Residents**

**Form #:** 05 LTP0041 21 10 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

#### **Concealment and Misrepresentation:**

The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

#### **Minnesota Residents**

**Form #** 05 LTP0041 24 11 13

Under **Section II – Definitions, Dependent** is deleted and replaced as follows:

**“Dependent”** means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college.

Under **Section III – Policy Limitations and Exclusions**, the following exclusions are deleted and replaced as follows:

7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any organized race or organized speed contests, scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a dive master is not present during the dive; spelunking, or bodily contact sports;

9. being under the influence of narcotics unless taken as administered or prescribed by a Physician;

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

#### **Concealment and Misrepresentation:**

The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented, with the intent to deceive and defraud.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall not do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

Our rights do not apply against any person insured under any other Policy or coverage part issued by Us with respect to the same occurrence or loss if the loss or occurrence arose out of non-intentional acts of such person.

#### **Mississippi Residents**

**Form #:** 05 LTP0041 25 10 13

The following provision on Page 1 of the policy has been deleted and replaced as follows:

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the “Company” or as “We”, “Us” and “Our”. No change to this policy shall be valid unless approved by the Company and no agent has authority to change the policy or waive any of its provisions. Please refer to the Schedule of Benefits shown on the Declarations, which provides the Insured, also referred to as “You” or “Your”, with

specific information about the program You purchased.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** A detailed proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such written proof within the time required shall not invalidate nor reduce any claim. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** We or Our designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, We will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides Us with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by Us of the requested additional satisfactory documentation. If a claim is not denied by Us for valid reasons within the above stated timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 ½ %) per month from the date payment was due until final claim settlement or adjudication.

Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

- e) Your estate.

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been fraudulently concealed or misrepresented.

**Missouri Residents**  
**Form #:** 05 LTP0041 26 12 13

Under **Section II – Definitions**, the definition of **Hospital** is deleted and replaced as follows:

**"Hospital"** means a facility that:

- (a) Is a legally constituted institution that operates pursuant to law;
- (b) operates primarily for the care and treatment of sick or injured persons on a resident or in-patient basis;
- (c) operates under the supervision of one (1) or more licensed Physicians;

- (d) provides 24 hour nursing service and has at least one registered nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane;

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that

notice was then given as soon as reasonably possible thereafter.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 10 years after the time required for giving proof of loss. This 10 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**Montana Residents**  
**Policy Form #** 05 LTP L0014 00 12 15  
**Amendatory Form #:** 05 LTP L0019 27 12 15

Item 3. Under **Section I – Coverages, Political or Security Evacuation Coverage Conditions and Limitations**, is deleted and replaced as follows:

3. Our Program Assistance Provider must arrange the means, methods and timing of a Political or Security Evacuation. However, the decision to travel is Your sole responsibility.

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

**"Dependent"** means a spouse, or an unmarried child under 25 years of age: (i) who is not an employee eligible for coverage under a group health plan offered by the child's employer for which the child's premium contribution amount is no greater than the premium amount for coverage as a dependent under a parent's individual or group health plan; (ii) who is not a named subscriber, insured, enrollee, or covered individual under any other individual health insurance coverage, group health plan, government plan, church plan, or group health insurance; (iii) who is not entitled to benefits under 42 U.S.C. 1395, et seq.; and (iv) for whom the insured parent has requested coverage.

**“Physician”** means a licensed physician, physician assistant, dentist, osteopath, chiropractor, optometrist, podiatrist, psychologist, licensed social worker, licensed professional counselor, acupuncturist, naturopathic physician, physical therapist, or advanced practice registered nurse or a Christian Science Practitioner who is: (a) other than You, a Traveling Companion or a Family Member; and (b) practicing within the scope of his or her license.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. Sickness includes pregnancy. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is considered a Pre-Existing Condition as defined herein, is subject to the Pre-Existing Condition as defined and excluded herein, and is not covered by the policy.

**“Usual and Customary”** means the average amount charged by most providers for comparable charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies is provided, as represented by the 80<sup>th</sup> or 90<sup>th</sup> percentile indicated in the MDR and/or Ingenix databases, which are organized by zip code.

**The definition of “Complications of Pregnancy” is deleted in its entirety.**

Under **Section III - Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

- 11. voluntary induced abortion;

Under **Notice of Claim, Section V – Claims Provisions**, the reference to “30 days” is replaced with “6 months”.

The following is added as the last sentence in **Proof of Loss, Section V – Claims Provisions**:

Failure to furnish such proof within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time.

Under **Payment of Claims, Section V Claims Provisions**, is deleted and replaced as follows:

**Payment of Claims:** All benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI - General Provisions**, the following are added as the 1<sup>st</sup> and 2<sup>nd</sup> provisions:

**Conformity with Montana statutes:** The provisions of this Policy conform to the minimum requirements of Montana law and this Policy controls over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

**Montana Statement Regarding Usual and Customary Charges:** A provider may charge more than the limits established by the defined terms and the additional charges may not be covered under the Policy.

The **Concealment and Misrepresentation** provision is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this

insurance has been materially misrepresented.

**New Hampshire Residents**  
**Policy Form #:** 05 LTP L0014 00 12 15  
**Form #:** 05 LTP L0016 30 12 15

The following will appear at the bottom of the Cover page:

**Notice to Buyer:** This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical, dental or cosmetic care, coverage for that specific treatment is not provided. It is important that you understand the provisions and exclusions that are included in your travel insurance plan.

In the **Schedule of Benefits**, Emergency Accident and Sickness Medical Expense and Emergency Dental Treatment are deleted and replaced as follows:

Emergency Accident & Sickness Medical Expense (Includes Emergency Dental Treatment).....\$50,000

**Under Section III – Policy Limitations and Exclusions**, the following is deleted and replaced as follows:

9. operating a motor vehicle while Intoxicated if it is a felony as defined by the law of the state in which the incident occurred, or being under the influence of any controlled substance unless take as administered or prescribed by a Physician;

Under **Section V – Claims Provisions, Payment of Claims**, the following paragraph is deleted:

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

Under **Section VI - General Provisions**, the **Concealment and Misrepresentation** provision is deleted and replaced as follows:

**Concealment and Misrepresentation or Fraud:** We do not provide coverage if at



any time You intentionally concealed or misrepresented a material fact; engaged in fraudulent conduct; or made a false statement relating to this insurance.

**North Dakota Residents**

**Form #:** 05 LTP0041 35 11 13

Under **Section II – Definition of Dependent** is deleted and replaced as follows:

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

**Oklahoma Residents**

**Form #:** 05 LTP0041 37 11 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Arch Insurance Solutions within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

The following Fraud Warning has been added to Page 1 of the policy.

**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.**

Under **Section IV- Coverage Provisions, When Coverage Ends for Trip Cancellation and Optional Cancellation For Any Reason** is deleted and replaced as follows:

**Trip Cancellation** Your coverage automatically ends at 12:01 a.m. standard time on the earlier of: 1) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

**Optional Cancellation For Any Reason:**

Your coverage automatically ends at 12:01 a.m. standard time on the earlier of: 1) 48 hours prior to the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

Under **Section IV- Coverage Provisions, When Coverage Ends for All Other Coverages:** is deleted and replaced as follows:

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) 12:01 a.m. standard time the day after the Trip is completed; 2) 12:01 a.m. standard time the day after Your Scheduled Return Date; 3) Your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Trip covered by the policy.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Oregon Residents**

**Form #:** 05 LTP0041 38 06 13

Under **Section I – Coverages**, the following **“Other Covered Events”** are deleted and replaced as follows:

j. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident;

Under **Section I – Coverages, POLITICAL OR SECURITY EVACUATION OR SECURITY COVERAGE CONDITIONS AND LIMITATIONS** is deleted and replaced as follows:

**POLITICAL OR SECURITY EVACUATION OR SECURITY COVERAGE CONDITIONS AND LIMITATIONS**

1. The benefits and services described herein are provided to You only if Our Program Assistance Provider arranges or coordinates Your

evacuation.

2. We will not pay for any loss or expense recoverable under any other insurance or through an employer.
3. You will be responsible for all transportation and living costs while located at the safe haven.
4. We are not responsible for the availability, timing, quality, results of, or failure to provide any service caused by conditions beyond our control. This includes Our inability to provide You an evacuation or any additional services when the rendering of such evacuation or service is prohibited by United States of America law, local laws or regulatory agencies. A Political or Security Evacuation is not covered from Afghanistan, Iraq, Somalia, Chechnya, Democratic Republic of the Congo, Iran, Israel West Bank, Israel Gaza Strip, Ivory Coast, Lebanon, Libya, North Korea, Sudan or Syria.
5. We will not pay any costs or expenses arising from: a. Political or Security Evacuation from Your Home Country. b. Political or Security Evacuation when the Political or Security Event precedes Your arrival in the Host Country. c. is amended to read as follows: Political or Security Evacuation when the evacuation notice has been issued or posted by the recognized government of Your Home Country or the Host Country for a period of more than seven (7) days and You have failed to notify Our Program Assistance Provider regarding Your need to be evacuated. d. the actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.
6. We will not pay for more than one (1) Political or Security Evacuation from a country or territory per individual per Trip.
7. We will not pay for any loss or expense arising from or attributable to: a) fraudulent or criminal acts committed or attempted by You; b) alleged violation of the laws of the country You are visiting, unless We determine such allegations to be fraudulent; or c) failure to maintain required documents or visas.
8. We will not pay for any loss or expense arising from or attributable to: a) debt, insolvency, business or commercial

failure; b) the repossession of any property; or c) Your non-compliance with a contract, license or permit.

9. We will not pay for any loss or expense arising from or due to liability assumed by You under any contract.

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

“**Domestic Partner**” means an individual joined in a Domestic Partnership.

Under **Section II – Definition of Domestic Partnership** has been added to the policy:

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

Under **Section II – Definition of Hospital** is deleted and replaced as follows:

“**Hospital**” means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state or jurisdiction in which it is located; (b) a place operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

Under **Section II – Definitions, Terrorist Incident** is deleted and replaced as follows:

“**Terrorist Incident**” means an incident deemed a terrorist attack by the United States government or act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared), that results in Loss of life or major damage to person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government. Terrorist Incident does not mean an incident that occurs in a foreign

location on the U.S. State Department’s Do Not Travel list.

The following exclusion has been added to **Section III – Policy Limitation and Exclusions**:

14. a Terrorist Incident that occurs in a foreign location on the U.S. State Department’s Do Not Travel list.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted in its entirety.

**South Carolina Residents**  
**Form #:** 05 LTP0041 41 07 13

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include Your name and the policy number.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. 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. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive written proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving written proof of loss. This 6 year time period is extended from the date written proof of loss is filed and the date the claim is denied in whole or in part.

**Section VI – General Provisions, Physician Examination and Autopsy** is deleted and replaced as follows:

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. In cases of death of the Insured, We may have an autopsy done (at Our expense) during the period of contestability where it is not forbidden by law. The autopsy must be performed in South Carolina.

The following provision has been added under **Section VI – General Provisions**:

**CONFORMITY WITH STATE STATUTES:** Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside, on that date is amended to conform to the minimum requirements of such laws.

**South Dakota Residents**  
**Form #:** 05 LTP0041 42 11 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

“**Domestic Partner**” where permitted by law means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;

Under **Section III – Policy Limitations and Exclusions**, the following exclusions are deleted and replaced as follows:

9.being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician if committing a felony;

10. the commission of or being engaged in a felony or being engaged in an illegal occupation;

The **Excess Insurance** provision under **Section VI – General Provisions** is deleted in its entirety.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving proof of loss. This 6 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

### Tennessee Residents

**Form #:** 05 LTP0041 43 06 13

The following Company toll free phone number has been added to Page 1 of the policy:

### Arch Insurance Company

Administrative Office: 300 Plaza Three  
Jersey City, NJ 07311

Toll Free Number: 1-866-413-5550

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the first paragraph is deleted and replaced as follows:

### EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE

Benefits will be paid for covered Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following: 1) covered Medical Expenses will only be payable at the Usual and Customary level of charges; 2) benefits will be payable only for covered Medical Expenses resulting from an Emergency Condition that manifests itself or occurs while on Your Trip; and 3) only Medical Expenses incurred during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

Under **Section II – Definitions, Accident** is deleted and replaced as follows:

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

**“Complications of Pregnancy”** means 1. conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy,

such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2. non-elective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

**“Dependent”** means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is up to the age 24 and primarily dependent on You for support and maintenance.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof of loss within such time. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment. Payment of claims to a minor will be limited to \$1,000 for Loss of life benefits.

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Such recovery by Us shall allow You to recover legal fees You incurred in a Third Party situation.

### Texas Residents

**Form #s:**

05 LTP0041 44A 08 13  
05 LTP0041 44B 10 13

Under **Section IV- Coverage Provisions, When Coverage Ends**, the following provision has been added:

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

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made if during the investigation of the claim such additional requests are necessary. If acknowledgement of the claim is not made in writing, We will make a record of the date, means, and content of the acknowledgement.

Under **Section V – Claims Provisions, Claim Acceptance or Rejection** provision has been added:

**Claim Acceptance or Rejection:** We will notify You in writing, of the acceptance or rejection of the claim no later than the 15th Business Day after the date We receive all items, statements, and forms required by Us, in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within 15 Business Days after the date We receive all items, statements, and forms required by Us, We will notify You within such 15 Business Day period. The notice provided will give the reasons why We need additional time. No later than the 45th day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim.

“Business Day” means a day other than a Saturday, Sunday, or holiday recognized by the State.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

**Payment of Claims:** All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

If We notify You that We will pay a claim or part of a claim, We will pay the claim no later than the fifth Business Day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth Business Day after the date the act is performed.

Under **Section V – Claims Provisions**, the following provision has been added:

In the event of a weather-related catastrophe or major Natural Disaster, as defined by the commissioner, the claim handling deadlines imposed under Section V – Claims Provisions are extended for an additional 15 days.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us more than two years and one day after the loss starting from the date the claim is denied in whole or in part.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

**Cancellation:** This policy may not be cancelled based solely on the fact that the You are an elected official.

If the policy has been in effect for 60 days or less, We may cancel for any reason. If the policy has been in effect for more than 60 days, We may cancel for the following reasons:

- a) nonpayment of premium;
- b) fraud in obtaining coverage under this policy;
- c) an increase in hazard within Your control which would produce an increase in the rate;
- d) loss of Our reinsurance covering all or part of the risk covered by this policy; or
- e) We are placed in supervision, conservatorship, or receivership, if the cancellation is approved or directed by the supervisor, conservator or receiver.

We shall mail or deliver written notice of cancellation to You at the address shown in the Declarations at least 10 days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice of cancellation.

**Nonrenewable:** This is a nonrenewable policy.

**Utah Residents**  
**Form #:** 05 LTP0041 45 10 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Arch Insurance Solutions within 30 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the definition of “**Emergency Condition**” is deleted and replaced as follows:

“**Emergency Condition**” means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of medicine and health, would reasonably expect the absence of immediate medical attention at a Hospital Emergency Department to result in:

a) placing the insured's health, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;

b) serious impairment to bodily functions;

c) serious dysfunction of any bodily organ or part; and

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the definition of **“Hospital Emergency Department”** has been added:

**“Hospital Emergency Department”** means that area of a hospital in which emergency services are provided on a 24-hour-a-day basis.

Under **Section I – Coverages, ACCIDENTAL DEATH AND DISMEMBERMENT; Exposure and Disappearance** is deleted and replaced as follows:

**Exposure and Disappearance:** We will pay benefits for covered Losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The Loss must occur within 365 days after the event that caused the exposure.

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found and it is reasonable to assume death occurred, it will be presumed, that You suffered Loss of life and payment will be made within thirty (30) days after a proof of loss has been received by Us and which is satisfactory to Us.

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

**“Complications of Pregnancy”** means acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, a spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period

of pregnancy, morning sickness, and similar conditions of comparable severity associated with the management of a difficult pregnancy.

**“Dependent”** means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who is primarily dependent on You for support and maintenance.

The following provision is added to **Section IV, Coverage Provisions**:

**Dispute Resolution** Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the Federal Rules of Civil Procedure, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us, The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

10. Your commission of or attempt to commit a felony or being engaged in an illegal occupation;

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show We were prejudiced by the failure.

Under **Section VI – General Provisions, Excess Insurance** is deleted and replaced as follows:

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity except for Medical Expenses incurred from an Injury (and Accidental Death and Dismemberment, Medical Evacuation and Repatriation and Political or Security Evacuation) or as required by state law. If at the time of the

occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

**Concealment and Misrepresentation:** The entire coverage will be cancelled, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

Under **Section VI – General Provisions, Proof of Loss for Baggage/Personal Effects and Baggage Delay** coverages are deleted and replaced as follows:

**Proof of Loss:** You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show that We were prejudiced by the failure.

**Vermont Residents**  
**Policy Form # 05 LTP L0014 00 12 15**  
**Amandatory Form #: 05 LTP L0020 46**  
03 16

In the policy, the phrase “as soon as practicable” will be added to follow the phrases “in advance”, “as soon as possible” and “as soon as reasonably possible”, in addition to anywhere there is a limited time reporting requirement.

Under **SECTION I – COVERAGES, POLITICAL OR SECURITY EVACUATION** coverage, the following amendments have been made in the **POLITICAL OR SECURITY EVACUATION CONDITIONS AND LIMITATIONS**:

Item 2. referencing losses recoverable under any other insurance or through an employer is deleted.

Under Item 6c., the words “as soon as practicable” will appear at the end of that item;

Item 8a). **is deleted and replaced as follows:** a) Fraudulent acts or acts determined to be of a criminal nature by a court of law, committed or attempted by You;

Under **SECTION I – COVERAGES, MEDICAL EVACUATION AND REPATRIATION OF REMAINS**, the Emergency Medical Evacuation provision is deleted and replaced as follows:

#### **Emergency Medical Evacuation**

We will pay the Reasonable and Necessary level of charges for Transportation Expense for an emergency Medical Evacuation to the nearest Hospital or medical facility where suitable Medically Necessary treatment is available, provided: 1) Your local attending Physician and Our Program Assistance Provider determine that Your condition is acute, severe or life threatening; and 2) that adequate Medically Necessary treatment is not available in Your immediate area (please refer to **SECTION V – CLAIMS PROVISIONS** for pre-approval).

**The following will appear as the last sentence in the Repatriation of Remains provision and the “Repatriation Expenses” definition:**

Please refer to **SECTION V – CLAIMS PROVISIONS** for pre-approval.

**The 1<sup>st</sup> paragraph appearing in Additional Medical Evacuation Benefits is deleted and replaced as follows:**

The following are additional benefits that do not reduce the Maximum Benefit Amount payable under the Medical Evacuation and Repatriation of Remains Benefit (please refer to **SECTION V – CLAIMS PROVISIONS** for pre-approval).

Under **SECTION II – DEFINITIONS**, the following definitions are added:

**“Program Assistance Provider”** means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation, repatriation of remains, and other services as described herein.

**“Reasonable and Necessary”** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

Under **SECTION II – DEFINITIONS**, the following definitions are deleted and replaced as follows:

**“Transportation Expense”** means the cost of Medically Necessary conveyance and personnel, including Reasonable and Necessary charges for required medical services and supplies.

**“Terrorist Incident”** means an act of violence, other than civil disorder or riot (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or in association with other persons on behalf of or in connection with any organization of foreign government which is generally recognized as having the intent to overthrow or influence the control of any other foreign government.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Your Traveling Companion, Business Partner or Family Member scheduled or booked to travel with You:

- 1) received or received a recommendation for a test, examination, or medical treatment; or
- 2) took or received a prescription for drugs or medicine.

Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this plan (*not applicable unless in direct relation to a*

*filed claim for an accident, injury or illness*).

The **“Physician”** definition and all references will now indicate **“Licensed Medical Provider”**.

**The definition of “Usual and Customary” is deleted in its entirety.**

The following exclusions appearing in **SECTION III - POLICY LIMITATIONS AND EXCLUSIONS** are deleted and replaced as follows:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You;
6. participating as a professional in a stunt, organized athletic or organized sporting event or competition;
9. being under the influence of any illegal controlled substance or legal controlled substance used illegally unless taken as administered or prescribed by a Physician;

The following heading appearing under **SECTION V – CLAIMS PROVISIONS** is deleted and replaced as follows:

**Where to Report a Claim, for pre-approval of Medical Evacuation and Repatriation of Remains, and to contact the Program Assistance Provider:**

The following is added as the last sentence in **Payment of Claims, SECTION V – CLAIMS PROVISIONS:**

After claim settlement has been agreed upon, We will pay the claim in the agreed amount within ten (10) working days.

Under **SECTION VI - GENERAL PROVISIONS**, the following is added as the 1<sup>st</sup> provision:

**Vermont law regarding civil unions:** 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 Vermont law  
Edition 7/16

regarding civil unions, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions within this Policy designating Insured, Eligible Person, Dependent, Family Member, You/and or Your and 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.

The **Physician Examination and Autopsy and Concealment and Misrepresentation** provisions are deleted and replaced as follows:

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) unless the law or Your religion forbids it.

**Concealment and Misrepresentation:** If this insurance is obtained through fraud or material misrepresentation, the entire coverage will be voided. We may cancel this insurance as allowed by state law for fraud or misrepresentation in the presentation of a claim. We will not pay any claim in any case of: (1) concealment or misrepresentation of a material fact; or (2) fraud; committed by You at any time and relating to this insurance.

#### **Virginia Residents**

**Form #:** 05 LTP0041 47 12 13

Under **Section VI – General Provisions**, the following provisions have been added:

**Bankruptcy and Insolvency:** Your insolvency or bankruptcy, or the insolvency of Your estate, shall not relieve Us of any of Our obligations under this policy. Any party who has obtained a judgment against You, which is returned unsatisfied, may bring an action against Us to recover damages insured by the policy.

**Cancellation:** After 10 days of Your receipt of this policy, this policy cannot be cancelled by You or Us.

#### **Wisconsin Residents**

**Form #:** 05 LTP0041 50 11 13

Under **Section VI – General Provisions**, **Subrogation** is deleted and replaced as follows:

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

You must be made whole, taking into account comparative negligence, before We may retain any amounts We have recovered.

#### **Wyoming Residents**

**Form #:** 05 LTP0041 51 11 13

Under **Section VI – General Provisions**, **Legal Actions** is deleted and replaced as follows:

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 4 years after the loss. This 4 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

## IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

**1-866-413-5550**

You may also write to Arch Insurance Group at:

**Arch Insurance Group  
300 Plaza Three  
Jersey City, NJ 07311-1107**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

**1-866-413-5550**

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group  
300 Plaza Three  
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.





## TRAVEL ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services. Services offered by On Call International the Assistance Company include:

24/7 Worldwide Assistance Services  
CALL TOLL FREE:  
(Within the United States and Canada)  
866-443-6971  
OR CALL COLLECT:  
443-279-7335  
(From all other locations)

### **AVAILABILITY OF SERVICES**

You are eligible for Pre-Trip Information and Concierge Services at any time after you purchase the travel insurance product from Arch Insurance Company. The other services become available when you actually start your trip and end the earliest of: (1) midnight on the day your travel insurance product expires; (2) when you reach your return destination; or (3) when you complete your trip.

Travel assistance services are provided by On Call International (On Call), an independent organization, and not by Arch Insurance Company. There may be times when circumstances beyond On Call's control hinder their endeavors to provide travel assistance services and to help you resolve your emergency situation.

## MEDICAL ASSISTANCE - PRE-TRIP INFORMATION - CONCIERGE SERVICES - TRAVEL ASSISTANCE

All Assistance Services listed in this section are **not insurance benefits**. Costs and expenses associated with the goods and services provided by On Call are your responsibility, unless stated otherwise.

### **MEDICAL ASSISTANCE**

Medical Monitoring; Ophthalmic, Physician and Pharmacy Referrals; Deposits, Advances and Guarantees; Dispatch of Medicine, Eye Glasses, Dental Prosthetics.

### **PRE-TRIP INFORMATION**

Required Vaccinations; Health Risks; Travel Restrictions; Weather Conditions (for global destinations worldwide).

### **CONCIERGE SERVICES**

Concierge services are provided by On Call. There is no charge for the services On Call provides. However, you are responsible for the cost of services provided and charged for by third parties, and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items, and any service fees and/or local taxes, if applicable. Services offered include: City Profiles; Event Ticketing; Flowers and Gift Baskets; Hotel Accommodations; Meet and Greet Services; Pre-trip Assistance; Restaurant Reviews and Reservations; Rental Car Reservations; Airline Reservations.

### **TRAVEL ASSISTANCE**

Translation and Interpreters; Emergency Cash Advance Assistance; Replacement of Lost Traveling Documents Assistance; Emergency Message Forwarding; Lost Luggage Assistance; Legal Referral.

## MEDICAL TRANSPORTATION SERVICES

Emergency Medical Evacuation\*  
Medically Necessary Repatriation\*  
Repatriation of Deceased Remains\*  
Return of Dependent Children\*  
Emergency Medical Reunion\*

*\*All services outlined above must be coordinated and approved by On Call International. This is only a brief outline of the services available to you. Please review your policy for full terms, conditions, limitations and exclusions.*