



# Individual Travel Insurance Policy

**FOR SERVICE, VISIT OR CALL:**

**www.accessamerica.com**  
**1-800-284-8300**

**FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:**

**1-800-654-1908**  
(From U.S.)

**1-804-281-5700**  
(Collect)



Don't forget to take this document with you!

Access America branded plans are underwritten by BCS Insurance Company, and administered by World Access Service Corp., a company of Mondial Assistance.

## INSURING CLAUSE

BCS Insurance Company, herein referred to as the Company, will pay You the insurance benefits as described in this Policy. The travel assistance programs are also provided by Access America and are described herein. This Policy and attached Riders, if any, are issued in consideration of the statements in the enrollment form and the payment of the initial premium. Please refer to the accompanying Letter of Confirmation. It provides You with specific information about the program You purchased. Please contact Access America immediately if You believe that the Letter of Confirmation is incorrect.

\*Indicates insurance coverage provided this Policy and underwritten by BCS Insurance Company.

## RENEWAL CONDITIONS

This Policy is issued for a single term as stated in the Letter of Confirmation and is non-renewable.

## SATISFACTION GUARANTEE

Within 10 days of purchasing the program, Access America will process a full refund of premium to You, as long as You have not already departed on Your Trip or filed a claim. No refunds shall be paid to You after 10 days of purchasing the program.

## PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This Policy is a legal contract. The entire contract consists of the Policy and any Riders attached to it.

## PROGRAM FEATURES

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Signed for BCS Insurance Company, 2 MidAmerica Plaza, Suite 200, Oakbrook Terrace, IL 60181.

## TRAVEL INSURANCE AND ASSISTANCE SERVICES

### Part I. EFFECTIVE DATE

Insurance shall be effective at 12:01 A.M. on the date the scheduled Trip begins. Trip Cancellation coverage, if purchased, begins the day after Your enrollment form is postmarked, Your telephone order is placed, Your faxed order is received or Your web order is received, and Your enrollment form is accepted.

In no event will coverage be effective if all premiums due have not been received prior to the Scheduled Departure Date or prior to the Trip Cancellation date if You cancel Your Trip or it is canceled for any reason.

### Part II. TERMINATION DATE

Coverage ends at midnight on the date of return selected, or upon return to Your city of residence or when the Trip is canceled, whichever is earliest. If return is delayed for any covered reason, coverage is extended until You are able to return to Your city of residence. The day You depart and the day You return are counted and included as separate days when determining duration of coverage.

### Part III. FAMILY COVERAGE

If Family Coverage is purchased, as reflected on Your enrollment form, the Family Members eligible for coverage hereunder are those defined as Traveling Family Members.

### Part IV. GENERAL PROGRAM EXCLUSIONS

These exclusions apply to all program benefits and services. In addition to any exclusions that apply to a particular benefit, no coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

1. Intentionally self-inflicted harm, suicide or attempted suicide, by You, a Traveling Companion or a Family Member;
2. Normal Pregnancy (unless specifically covered herein), fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy, of You, a Traveling Companion or a Family Member;
3. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto, of You, a Traveling Companion or a Family Member;
4. Alcohol or substance abuse, or conditions or physical complications related thereto, of You, a Traveling Companion or a Family Member;

5. War (whether declared or undeclared), acts of war, military duty (unless as covered herein), civil disorder, or unrest (except as provided for in Travel Delay);
6. Participation in professional or amateur sport events (including training);
7. All extreme, high risk sports including but not limited to: bodily contact sports; skydiving; hang gliding, bungee jumping, parachuting; mountain climbing or any other high altitude activities, caving, heli-skiing, extreme skiing, or any skiing outside marked trails. Bodily contact sports means any sport where the objective is to physically render an opponent unable to continue with the competition such as boxing and full contact karate;
8. Scuba diving (unless accompanied by a dive master and not deeper than 130 feet);
9. Operating or learning to operate any aircraft as pilot or crew;
10. Nuclear reaction, radiation or radioactive contamination;\*\*
11. Natural disasters (unless as specifically covered below);\*\*
12. Any unlawful acts committed by You, Family Members, or Traveling Companions, whether they are insured or not;
13. Any event that You could have reasonably expected or foreseen\*\*, or
14. Financial Default of a travel supplier (unless specifically covered below).

\*\*Exclusions 10., 11., and 13. do not apply to the Emergency Medical and Dental benefits.

**These programs do not cover You:**

1. If the purpose of the travel is to receive medical care, medication or treatment;
2. If the stated Trip departure and return dates do not reflect Your intended departure and return dates;
3. If the tickets do not indicate the travel dates;
4. If You give incorrect data or facts and the intent was to deceive; or
5. If the loss is not submitted to Us within 90 days from the date of loss, except as otherwise prohibited by law.

**PRE-EXISTING CONDITIONS EXCLUSION**

This exclusion applies to Trip Cancellation and Interruption Protection, Emergency Medical and Dental Benefits, and to those Travel Assistance Services related to medical problems.

**The program does not cover losses or expenses if they result from:**

1. Any injury occurring to You, a Traveling Companion, or a Family Member prior to the effective date of Your insurance;
2. Any illness occurring to You, a Traveling Companion, or a Family Member during the 120 days prior to the effective date of Your insurance for which: a) medical diagnosis or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care or treatment; or b) require taking prescribed drugs or medicine unless the illness remains controlled without any change in the required prescription.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be Your Trip Cancellation Insurance effective date, if Trip Cancellation Insurance is purchased. If no Trip Cancellation Insurance is purchased, it will be Your Trip departure date.

**If You have purchased a program where Pre-existing Conditions are waived, the Company and We cover these Pre-existing Conditions provided:**

1. The insurance was purchased within fourteen calendar days of initial Trip payment;
2. The amount of Trip Cancellation coverage originally purchased equals the full cost of all non-refundable Trip arrangements;
3. On the date of purchase of insurance, You were medically able to travel and You had not filed a claim for Trip Cancellation due to a pre-existing illness within 120 days prior to the purchase of insurance;
4. The total Trip cost is less than \$50,000; and
5. On the date of purchase of insurance, You are a resident of the United States.

If You do not meet the above criteria, You may still be covered for Trip Cancellation or Trip Interruption caused by reasons other than those related to the Pre-existing Condition.

**Part VI. DESCRIPTION OF TRAVEL INSURANCE BENEFITS (what is covered)**

The following insurance benefits are designed to protect You against situations or losses that result from sudden and unexpected conditions or events. **The benefits do not cover conditions or events that, on the date of purchase, are either known to You or likely to occur. Please be aware that this stipulation may be applied to policies purchased with the Pre-existing Conditions**

**Exclusion Waiver.** The Company and We reserve the right to reject enrollment forms.

**TRIP CANCELLATION AND INTERRUPTION PROTECTION\***

Trip Cancellation coverage provides benefits for loss(es) You incur for Trips cancelled up to the time and date of departure. Trip Interruption coverage provides benefits for loss(es) You incur for Trips that are interrupted or delayed after the time and date of departure.

**For all of the covered reasons outlined below, You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours of the occurrence, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.**

A maximum benefit of up to the amount indicated in Your Letter of Confirmation is provided to cover certain expenses as listed below which result from the cancellation or interruption of Your Trip due to:

1. Any serious Injury or any unforeseen serious medical condition;
  - a. Occurring to You or a Traveling Companion, which is so disabling as to cause a reasonable person to delay, cancel, or interrupt their Trip;
  - b. Occurring to a Family Member that is considered life threatening or requiring hospitalization; or
  - c. Occurring to a Family Member requiring Your care.

For Trip Cancellation benefits, an actual examination by a Physician must take place within 72 hours of the cancellation. For Trip Interruption benefits, this examination must take place during Your Trip. This Physician may not be a member of Your or Your Traveling Companion's immediate family or yourself, or an Immediate Family Member of the person whose condition caused the cancellation or interruption.

2. Your death, the death of a Family Member or a Traveling Companion if the death occurs prior to Your Scheduled Departure Date, or during Your Trip.
3. Financial Default of a tour operator, airline or cruise line provided that:
  - a. On the Policy effective date the tour operator, airline or cruise line was approved for the Financial Default coverage by the Company. For a current list of approved suppliers refer to [www.accessamerica.com](http://www.accessamerica.com), or call 1-800-284-8300; and

- b. The insurance was purchased within 14 calendar days of the initial Trip deposit or payment.

The Company will not cover losses resulting from a Financial Default of the person, organization, agency or tour operator, or their affiliate companies, that solicited this coverage, and/or Your insured travel arrangements to You. Financial Default occurring on or before the Policy effective date or less than 7 days after the Policy effective date is not covered. The Company reserves the right to substitute a Trip of similar value in lieu of cash payment.

4. Strikes, natural disasters, bad weather or FAA mandated shutdown resulting in the complete cessation of services by the airline, the tour operator or the cruise line for at least 12 consecutive hours. The Company will not cover losses resulting from strikes of the person, organization, agency, or tour operator, or their affiliate companies, that solicited this coverage, and/or Your insured travel arrangements to You.
5. You or a Traveling Companion being hijacked or quarantined.
6. You being required to serve on a jury, served with a court order or subpoena.
7. Your Primary Residence or Your Trip destination being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
8. You or a Traveling Companion being directly involved in a traffic Accident while directly en route to a departure.
9. A terrorist act committed by an organized terrorist group (recognized as such by the U.S. State Department) that results in property damage, Injury or loss of life. The incident must take place in a domestic or foreign city in which You are scheduled to arrive within 30 days following the incident and Your tour operator (if applicable) must not have offered a substitute itinerary. **For foreign terrorism coverage only, coverage for travel to or through countries in which such a documented or reported incident has occurred during the 30 days prior to purchase of the insurance is excluded. Losses resulting due to the issuance of travel advisories, bulletin or alerts; war or acts thereof; civil disorder, riot or unrest; bomb scares or threats of terrorist activity; or terrorist acts against any Common Carrier (e.g., airline or cruise line) are not covered.**
10. You, or a Traveling Companion, who are on Active Military Duty in the United States Armed Forces:

- a. having Your personal leave revoked within 10 days prior to Your departure date (as long as such revocation is in writing by a superior officer and is not due to war-related situations, invocation of the War Powers Act, base or unit mobilization, unit reassignment for any reason, or disciplinary action); or
  - b. are personally reassigned within 10 days prior to Your departure date, whether temporary or permanent.
11. You or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to Your departure date. A Felonious Assault may not be inflicted by You, a Family Member, Traveling Companion or Traveling Companion's Family Member.
  12. You or a Traveling Companion, after having been with the same employer for at least one year, are terminated or laid off, through no fault of Your own, after Your effective date of coverage.
  13. Your family or friends living abroad with whom You were planning to stay, are unable to accommodate You due to life threatening illness, life threatening injury or death of one of them.
  14. A covered Travel Delay that results in the loss of more than 50% of Your scheduled Trip length.
  15. You or a Traveling Companion become legally separated or divorced after the purchase of insurance and prior to the departure date, provided that the insurance was purchased within 14 calendar days of the initial Trip deposit or payment.
  16. For Trip Cancellation only: Your Normal Pregnancy as long as the pregnancy occurs after Your effective date of coverage that can be verified by medical records.
  17. For Trip Cancellation only: You will be attending an Immediate Family Member's Childbirth as long as the pregnancy occurs after the effective date of coverage that can be verified by medical records.

**The BizPack Expanded Coverage as shown on Your Letter of Confirmation will provide You with the following covered reasons:**

1. You or a Traveling Companion are required to work during Your scheduled Trip. You must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of Your employer.
2. Your company being made unsuitable for business by fire, flood, burglary, vandalism or natural disasters.
3. Your company being directly involved in a merger or acquisition. You must be an active employee of the

company that is merging and You must be involved in such an event.

**In all cases You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.**

**Coverage is for:**

1. Forfeited, published, Trip payments or deposits incurred as a result of cancellation penalties for which You are not eligible to receive a Refund;
2. For Trip Interruption, the pro-rated portion of the prepaid Trip missed;
3. The additional cost resulting from a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled or interrupted for one of the above covered reasons and Yours is not;
4. Reasonable, additional accommodation and transportation expenses up to \$100 per day up to a maximum of five days if a covered Traveling Family Member or Traveling Companion must remain hospitalized;
5. Reasonable, additional travel costs for You to reach Your original destination if You must depart after Your planned departure date due to one of the above reasons; or
6. Reasonable, additional transportation expenses needed to reach the scheduled termination point of Your Trip or to travel from the place Your Trip was interrupted to the place where You can rejoin Your Trip and the unused portion of any non-refundable land, sea and air arrangements that were paid as part of Your Trip.

The benefits paid under 5. and 6. above will not exceed the cost of economy airfare by the most direct route on the next available carrier, less any Refunds paid to You.

**Trip Cancellation/Interruption benefits do not cover loss(es) due to:**

1. Any General Program Exclusion or Pre-existing Condition;
2. You or a Traveling Companion: a) making changes to personal plans; b) having a business or contractual obligation; c) being unable to obtain necessary travel documents; or d) being detained or having property confiscated by any Customs authority;
3. Carrier caused delays (including bad weather) unless as covered above;
4. Prohibition or regulation by any government; or

5. Travel arrangements cancelled by an airline, cruise line, or tour operator.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

#### **EMERGENCY MEDICAL AND DENTAL BENEFITS\***

A maximum benefit of up to the amount listed in Your Letter of Confirmation is provided for covered Emergency Medical or Dental Care expenses incurred as a result of accidental Injury or Illness occurring during a Trip within the Coverage Period.

We will only pay Reasonable and Customary Charges for health care services or supplies provided by Physicians, licensed dentists, Hospitals, and Other Licensed Providers that are received **during Your Trip and that are received greater than 100 miles from home** and which are Medically Necessary for:

1. Emergency Medical Care; and
2. Emergency Dental Care. **There is a \$500 maximum for all covered dental expenses.**

#### **Coverage is not provided for:**

1. Expenses incurred as a result of any General Program Exclusion or Pre-existing Condition;
2. Non-emergency services, supplies, or charges (examples are those for cosmetic surgery, physical exams, allergies, hearing aids, eyeglasses, contact lenses, palliative care or cosmetic foot care, experimental treatment, or other services which are not Medically Necessary to provide Emergency Medical or Dental Care);
3. Treatment received in unlicensed facilities or given by unlicensed health care providers;
4. Treatment given by a Family Member or a Traveling Companion, whether or not a licensed provider;
5. Any Illness or bodily Injury which occurs in the course of employment if benefits or compensation is provided, in whole or in part, under the provisions of any legislation of any governmental unit; or
6. Benefits provided by any governmental agency or unit.

Benefits may be coordinated with any other excess coverage You may have and any benefits paid in excess of Your actual loss may be recovered.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

#### **BAGGAGE COVERAGE\***

**Coverage is secondary to any coverage provided by a Common Carrier.**

If Baggage is lost, damaged or stolen, the Company will pay the loss, up to the maximum amount indicated in Your Letter of Confirmation, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. **Notwithstanding the foregoing, We will cover up to a maximum amount of \$500 for any and all jewelry, watches, gems, furs, cameras and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items and only when original receipts are provided.**

You must notify the appropriate local authorities at the place the loss occurred and inform them of the value and description of Your property **within 24 hours after the loss**. Finally, You must file written proof of loss with the Company within 90 days from the date of loss, except as otherwise prohibited by law, attaching copies of airline, cruise line or Common Carrier claims forms, original police reports, an itemization and description of lost items and their estimated value, and all receipts, credit card statements, canceled checks, photos, or other appropriate documentation as may be required.

#### **Property or losses not covered:**

1. Losses incurred as a result of any General Program Exclusion;
2. Animals;
3. Automobiles and equipment, motorcycles and motors;
4. Bicycles, skis, snowboards (except when checked with a Common Carrier);
5. Aircraft, boats or any other vehicles or conveyances;
6. Eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs;
7. Tickets, keys, money, securities, bullion, stamps, credit cards, documents (travel or otherwise) and deeds;
8. Property shipped as freight or shipped prior to Your Trip departure date;
9. Rugs or carpets of any type;
10. Perishables, medicines, perfumes, cosmetics and consumables;
11. Property used in trade, business or for the production of income or offered for sale or trade or components of goods offered for sale or trade;
12. Property that is left in or on a vehicle or in a car trailer; or

13. Damage to the property resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

#### **The program will pay the lesser of:**

1. The actual purchase price of a similar item; or
2. The Actual Cash Value of the item at the time of loss, which includes deduction for depreciation (for items without receipts, the program will pay up to 75% of the determined depreciated value); or
3. The cost to repair or replace the item.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

#### **BAGGAGE DELAY COVERAGE\***

If Your personal Baggage is delayed or misdirected for at least 24 hours by a Common Carrier, the program will reimburse You on a one-time basis for the reasonable, additional purchase of essential items. Verification of the delay by the Common Carrier and receipts for the emergency purchases must accompany any claim.

#### **No coverage will be provided for loss(es) due to any General Program Exclusion.**

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

#### **TRAVEL DELAY COVERAGE\***

Coverage under the program will pay on a one-time basis up to the maximum amount listed in Your Letter of Confirmation for either Your choice of: a) reasonable, additional accommodation and traveling expenses; **or** b) the unused part of Your prepaid expenses missed (less any Refunds You receive) due to a departure delay of 6 or more hours. Expenses must be incurred by You. Payments for the above expenses will not exceed \$300 per day per person.

#### **Covered reasons for Travel Delay are:**

1. Carrier caused delay (including bad weather);
2. Lost or stolen passports, money, or travel documents;
3. Quarantine;
4. Hijacking;
5. Unannounced strikes;
6. Natural disaster; or
7. Civil disorder or unrest.

Benefits are payable under either Travel Delay or Missed Connection for any one incident resulting in a delay.

**No coverage will be provided for loss(es) due to any General Program Exclusion.**

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

**ELECTRONIC AND SPORTING EQUIPMENT COVERAGE\***

**Coverage is secondary to any coverage provided by the Common Carrier.**

If Your electronic or sporting equipment is lost by the Common Carrier, or damaged, or stolen, We will pay up to the amount on Your Letter of Confirmation provided You have taken all reasonable measures to protect, save and recover Your property at all times.

**Property or losses not covered:**

1. Losses incurred as a result of any General Program Exclusion;
2. Items other than electronic or sporting equipment;
3. Intentional acts;
4. Gross negligence or willful and wanton conduct;
5. Electronic or sporting equipment shipped as freight or shipped prior to Your Scheduled Departure Date;
6. Electronic or sporting equipment that is left in or on a vehicle or a car trailer;
7. Electronic or sporting equipment that is lost by a Common Carrier and the loss is not reported to the Common Carrier within 24 hours after the loss and a claim is not filed with the Common Carrier;
8. Electronic or sporting equipment that is stolen and the theft is not reported to the appropriate authorities; or
9. Damage to the electronic or sporting equipment resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

**If Your equipment is lost or stolen or damaged, the program will pay the lesser of:**

1. The cost to repair the item if damaged; or
2. An amount based upon the age of the item as follows:

If up to 12 months old	90% of the purchase price
If up to 24 months old	50% of the purchase price
If up to 48 months old	25% of the purchase price
Over 48 months old	0%

A police report is required for any stolen equipment claim. A Common Carrier report is required for any equipment claim due to the equipment being lost or damaged by a Common Carrier. In addition, damaged equipment may require inspection by Us prior to claims payment and should be kept as proof of loss.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

**ELECTRONIC AND SPORTING EQUIPMENT RENTAL COVERAGE\***

If Your electronic or sporting equipment is damaged, lost or delayed by the Common Carrier for 12 hours or more, or stolen, the program will reimburse You on a one-time basis for the reasonable costs of renting electronic or sporting equipment during Your Trip up to the amount indicated on Your Letter of Confirmation

A police report is required if Your electronic or sporting equipment is stolen. A Common Carrier report is required for proof of damage by, delay by or being lost by the Common Carrier.

**No coverage will be provided for loss(es) due to any General Program Exclusion.**

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

**MISSED CONNECTION COVERAGE \***

This coverage provides up to the maximum amount as indicated in Your Letter of Confirmation per person to cover:

1. Reasonable additional transportation and accommodation expenses needed for You to reach Your destination or the departure of Your cruise;
2. Any unused prepaid trip payments lost as a result of You missing at least 24 hours of Your vacation.

In order for You to receive benefits, the missing of Your connection or cruise must be caused by:

1. You or a Traveling Companion being delayed by a traffic Accident while en route to a departure, even if You or the Traveling Companion have not been directly involved in the Accident;
2. You or a Traveling Companion being delayed by bad weather while en route to a departure provided the car was scheduled to arrive at the point of departure at least two hours before the scheduled time of departure; or
3. Your regularly scheduled airline flight being canceled or delayed **solely due to bad weather for at least 3 hours and for this reason You miss Your cruise.**

Coverage is secondary to any coverage provided by a Common Carrier.

Benefits are payable under either Travel Delay or Missed Connection for any one incident resulting in a delay.

No coverage will be provided for losses due to any General Program Exclusion or for losses incurred because You cancelled the Trip even though You were able to make Your departure or cruise.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

**TRAVEL ACCIDENT COVERAGE\***

This benefit provides coverage for a loss due to a covered Accident. The loss must occur within 365 days of the covered Accident. The program will pay the full amount (as listed on Your Letter of Confirmation), in a lump sum, for loss of life or any combination of two eyes, hands or feet; and one half of the amount for loss of one eye, hand or foot. Loss of eye means total and irrecoverable loss of entire sight; and loss of hand or foot means the actual complete and permanent severance at or above the wrist or ankle joint. Death or loss must be a direct result of the Accident sustained during the Coverage Period.

Benefits will be payable for only one loss, that being the greatest amount. Benefits are payable to You or, if applicable, to Your estate unless a beneficiary is named on Your enrollment form.

No coverage will be provided for loss due to any General Program Exclusion, nor for any loss due to air travel except while You are riding, boarding or alighting as a ticketed passenger on a certified passenger aircraft provided by a regularly scheduled airline on a regularly scheduled Trip or charter.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

**COLLISION/LOSS DAMAGE INSURANCE \***

The program will pay up to the amount indicated in Your Letter of Confirmation for:

1. Physical damage to a Rental Car that occurs while You are driving or while the Rental Car is left unattended during the rental period (under this benefit, You refers to the insured and licensed drivers who are designated as drivers on the Rental Car Agreement);
2. Reasonable and customary rental charges which may be imposed by the car rental company while the car is being repaired; and

3. Any loss of, or damage to the Rental Car resulting from causes other than collision (for example: fire, storm, vandalism, theft).

**The program will cover the lesser of:**

1. The reasonable and customary cost of repairs and rental charges while the car is being repaired, or
2. The Actual Cash Value of the Rental Car.

This coverage is primary.

**No coverage is provided for motor vehicles rented in Israel, Jamaica, Republic of Ireland or Northern Ireland. Additionally, coverage is not applicable where precluded by law or in violation of the territorial terms of the rental agreement or prohibited by individual merchants.**

As a condition of payment, You must provide the Company and Us with all proper documentation and information required to assess and process the claim.

**The program will not cover:**

1. Any loss(es) due to General Program Exclusions;
2. Vehicles not required to be licensed;
3. Trucks, campers, jeep-type vehicles, trailers, all terrain vehicles, motorbikes, recreational vehicles, vans or minivans mounted on a truck chassis;
4. Antique cars (meaning cars that are over 20 years old or have not been manufactured for 10 or more years);
5. Limousines;
6. Vehicles used for commercial or livery use whether or not licensed for such use (commercial use includes hauling or transporting materials or goods necessary to or reasonably considered to be engaged in a commercial or livery use);
7. Any vehicle with an original manufacturer's suggested retail price greater than \$75,000;
8. Any vehicle used off maintained roadways;
9. Any loss not reported to the renting agency;
10. Any obligation You assume under any agreement (other than Your insurance collision or comprehensive deductible);
11. Any damage which occurs while You are in violation of the Rental Car Agreement; or
12. Any rental or leases exceeding 45 consecutive days.

If You incur a loss, You must contact the hotline center immediately so that the Company or We can arrange for an insurance adjuster to assess the damage.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

## **Part VI. GENERAL PROVISIONS RELATED TO INSURANCE BENEFITS**

1. All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively Controversies) may be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of Your entire claim to Us. No action in any form can be brought after three years from the date Your claim was submitted to Us.
2. No agent or other person has authority to accept or make representations or information or alter, modify or waive any of the provisions of this Policy.
3. Claims must be submitted to Us within 90 days from date of loss, except as otherwise prohibited by law. 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.
4. In the event that You are covered under another policy issued by the Company that provides the same or similar coverage, the Company will adjust Your claim by applying terms and conditions from the coverage that pays the most. Any premium paid for duplicate coverage will be refunded.
5. All benefits payable will be paid to You or, in the case of death, if applicable, to Your estate unless a beneficiary is named on Your enrollment form.
6. **MISREPRESENTATIONS AND FRAUD:** Coverage shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.
7. You have a duty to make all reasonable efforts to minimize losses from any insured benefit or Covered Service.

**Assignment:** You may assign Your interest under the Policy by giving Us written notice of such assignment. The assignment will not be effective until We receive the written notice. Neither the Company nor We assume any responsibility for the validity of any assignment.

**Subrogation:** The Company or We have the right to recover any payments We have made from anyone who may be responsible for the loss. You and/or any person to whom We make a payment must sign any papers and do whatever is necessary to transfer this right to Us. You and/or any person to whom We make a payment agree(s) to cooperate with Us and to do nothing after the loss that will adversely affect Our rights or those of the Company.

**Physical Examinations and Autopsy:** The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company may also require an autopsy in the case of death, where it is not forbidden by law. The Company will bear all costs for these.

## **Part VII. DESCRIPTION OF TRAVEL ASSISTANCE SERVICES**

Our goal is to provide immediate help for common travel problems almost everywhere in the world. However, despite Our best efforts, situations arise which are beyond Our control and under these circumstances, We can only promise to make every reasonable effort to help You resolve Your problems. The hotline center staff will do its best to refer You to appropriate medical and legal providers. However, We cannot be held responsible for the quality of results of any medical or legal services provided by these independent practitioners.

**If You are in trouble and need help:**

1. Call the hotline. From the U.S. call **1-800-654-1908**. From all other locations call collect to **1-804-281-5700**. If Your emergency is immediate and life threatening, seek local emergency assistance at once and contact the hotline as soon as possible.
2. Have the following information ready for the hotline coordinator:
  - a. Your name and Policy ID number; and
  - b. Your location and local telephone number.

The hotline coordinator will confirm Your enrollment and provide You with assistance.

**Note:** In some countries it may not be possible to call collect. If You must phone the hotline directly, give Your location and phone number to the hotline coordinator who will call You back.

### **Medical Assistance**

If You have medical problems and are unable to find local care, We will refer You to a local Physician, dentist, Hospital, medical facility or other appropriate resource, when available.

### **Medical Consultation and Monitoring**

If You are hospitalized, the hotline center medical staff will keep in frequent contact with You and Your local Physician to get information on the care You are receiving and to determine the need for further assistance. We will also contact Your personal Physician and family at home, if necessary.

### **On-Site Hospital Payments**

We will advance payments to Hospitals or guarantee payments up to the amount provided in medical expense coverage (see Emergency Medical and Dental Benefits), if needed, to secure Your Medically Necessary admission to a Hospital.

### **Emergency Medical Transportation**

**All medical transportation services must be authorized in advance and organized by the Access America Hotline Center. In the event the emergency medical transportation services are not authorized in advance and organized by the Access America Hotline Center, We will only pay up to \$5,000.**

We will arrange and pay for medical transportation services (specified below) required by You as a result of an Injury or Illness that occurs during the Coverage Period and requires medical evacuation and/or repatriation.

A **medical evacuation** is defined as You being transported to the nearest appropriate medical facility as a result of Our consulting Physician and the local attending Physician's determination that adequate treatment is not available locally.

A **medical repatriation** takes place once You have received medical care and the local attending Physician and Our consulting Physician determines You are able to return home.

All medical transportation services are provided only if they are determined to be Medically Necessary by the hotline center medical staff in consultation with the local attending Physicians. We will arrange and pay, up to the amount indicated in Your Letter of Confirmation for the following services and expenses:

1. Reasonable and necessary medical services required for Your medical evacuation to the nearest appropriate facility from the place where the Injury or Illness occurred;
2. Reasonable and necessary escort expenses required by You during a medical evacuation, if this service is deemed Medically Necessary by Our consulting Physician and the local attending Physician;

3. If Our consulting Physician and the local attending Physician anticipate that You will be hospitalized for more than seven consecutive days, We will pay for either the cost of a round-trip economy airline ticket over the most direct route to bring a friend or Family Member to Your bedside, or the cost to return accompanying dependents under 23 years of age back to their home;
4. The cost of an economy class ticket to repatriate You back home, less any Refunds from any unused return Trip tickets; and
5. The cost for reasonable and necessary services needed for the transport of Your remains from the place of death to Your place of residence.

### **Concierge Services**

While on Your covered Trip, Access America can help make Your vacation more memorable. Please contact Us for:

- Restaurant and local event information
- Emergency and after hours hotel information and reservations
- Golf tee times, information, referrals and reservations

### **Travel Document and Ticket Replacement Assistance**

The program provides You with information to assist in obtaining replacements of lost passports or other important travel documents. We also help You to replace lost airline and other travel tickets and will assist You in obtaining money for this purpose. These funds will come from Your family or friends. We will make all the necessary arrangements for You, including assisting You to return home if Your Trip is interrupted.

### **Legal Assistance**

If You have legal problems, Our hotline center staff will help You find a local legal advisor. If You require the posting of bail or immediate payment of legal fees, We will help arrange a cash transfer from Your family or friends.

### **Emergency Cash Transfer**

If Your cash or traveler's checks are lost or stolen, or if You need funds for the immediate payment of unanticipated expenses, We will help arrange to have emergency cash (in currency, traveler's checks or any other form acceptable to Us) transmitted to You in a timely fashion. These funds will come from Your family or friends. Our hotline center staff will make all the necessary arrangements for You.

### **Emergency Message Center**

In the event of an emergency, call the hotline center, identify yourself by Your Policy ID number, and give the

hotline coordinator Your message. We will make at least 3 attempts in 24 hours to reach Your requested party, and We will provide You with an update on the disposition of Our attempts to deliver the message. (We are not responsible for delivery of a message if the recipient cannot be reached). This service can be used for Trips anywhere in the world.

### **Flight Information**

If You are faced with a canceled or missed flight, just call the hotline center for 24-hour information on alternate flights. We can provide You with scheduled departure and arrival times of alternate, direct flights only. We do not book reservations or pay for tickets. This service can be used on Trips within the U.S., Canada, the Caribbean and Mexico only.

## **Part VIII. CLAIM FILING PROCEDURES**

To obtain a claim form, visit our website at [www.accessamerica.com](http://www.accessamerica.com) or call **1-800-334-7525** 24 hours a day, seven days a week. All benefits will be paid in United States dollars.

We will need certain information from You in the event You need to file a claim. This documentation will include, but is not limited to, the following:

### **1. General Documentation**

- a. Receipts and itemized bills for all expenses.
- b. Original of any Refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.

### **2. Trip Cancellation/Interruption Claims**

- a. Any appropriate documentation that officially explains the cause of Your trip cancellation or interruption. Any explanation of diagnosis along with Your original itemized bills, receipts, and proof of other insurance payments.
- b. Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the trip cancellation or interruption.
- c. Documentation of Refunds received from the travel supplier(s) and/or Common Carrier(s).
- d. Copy of the supplier's literature that describes penalties.
- e. A letter from the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the Trip costs.

3. **Emergency Hospital and Medical Claim**  
Any explanation of diagnosis(es) along with Your original itemized bills, receipts, and proof of other insurance payment(s).
4. **Baggage Insurance Claims**
  - a. Original claim determination from the Common Carrier, if applicable.
  - b. Original police report or other report from local authorities.
  - c. Original receipts and list of stolen, lost or damaged items.
  - d. Proof of loss providing amount of loss, date, time and cause of loss.
5. **Baggage Delay Claims**  
Proof from the Common Carrier that personal Baggage was delayed or misdirected for at least 24 hours.
6. **Travel Delay Claims**  
Original police, Common Carrier or other report that verifies the cause and duration of the delay.
7. **Electronic and Sporting Equipment Coverage Claims**
  - a. Original loss report and claim determination from the Common Carrier verifying that the electronic or sporting equipment was lost or damaged by the Common Carrier, if applicable.
  - b. Original police report or other report from local authorities verifying that the electronic or sporting equipment was stolen, if applicable.
  - c. Original receipts and list of stolen, damaged or lost electronic or sporting equipment.
  - d. Repair estimate, if the electronic or sporting equipment is damaged.
  - e. Proof of loss providing amount of loss, date, time and cause of loss.
8. **Electronic and Sporting Equipment Rental Coverage Claims**
  - a. Proof from the Common Carrier that Your electronic or sporting equipment was damaged, lost or delayed for at least 12 hours, if applicable.
  - b. Original police report or other report from local authorities verifying the theft of Your electronic or sporting equipment, if applicable.
  - c. Original receipt for the electronic or sporting equipment rental costs.
9. **Missed Connection Claims**  
Original Common Carrier report that verifies the cause and duration of the delay.

### 10. Travel Accident Claims

Copy of death certificate

### 11. Collision/Loss Damage Insurance Claims

- a. Original police report.
- b. Original Rental Car Agreement.
- c. An itemized statement of repairs for the rental vehicle (unless the Company's adjuster has seen the car).

### Part IX. DEFINITIONS

**Accident** means an unexpected, unintended, unforeseeable event causing Injury.

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

**Actual Cash Value** means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

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

**Common Carrier** means an entity licensed to carry passengers for hire on land, air, or water, excluding vehicle rental companies.

**Coverage Period** means the time during which benefits are payable hereunder, beginning on the effective date and ending on the termination date.

**Covered Service** means a service or supply specified herein for which benefits will be provided.

**Deductible** means a specified dollar amount shown on the Letter of Confirmation that You must incur before the Company or We will assume any liability for all or part of the remaining Covered Services.

**Emergency Dental Care** means the services or supplies provided by a licensed dentist, Hospital or Other Licensed Provider that are medically and immediately necessary to treat dental problems resulting from Injury, infection, breakage to tooth surface or loss of filling.

**Emergency Medical Care** means the services or supplies provided by a Physician, Hospital or Other Licensed Provider that are Medically Necessary to treat any covered medical Illness or Injury that is acute (onset is sudden and unexpected); and 1) considered life threatening; or 2) one which, if left untreated, could deteriorate resulting in serious and irreparable harm.

**Family Coverage** is the insurance plan under which You and Your Traveling Family Members are covered if You have selected this on Your enrollment form.

**Family Member** means Your spouse; parent; child(ren), including children who are, or are in the process of becoming, adopted; sibling; grandparent or grandchild(ren); step-parent; step-child; or step-sibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward; business partner; an employed caregiver who lives with You; or a person with whom You have lived for 12 continuous months prior to the effective date of coverage; whether or not they travel with You.

**Felonious Assault** is an act of violence against You or a Traveling Companion requiring medical treatment in a Hospital.

**Financial Default** is a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

**Hospital** means a provider that is a short-term, acute, general Hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, place for the aged, place for the provision of rehabilitation care; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse; d) a place for the provision of hospice care; or e) a place for the treatment of pulmonary tuberculosis.

**Illness** means a sickness, infirmity or disease that causes a loss that begins during a Coverage Period and is not a Pre-existing Condition.

**Immediate Family Member** means Your spouse; parent; child(ren), including children who are, or are in the process of becoming, adopted; Your siblings; Your grandparent or grandchild(ren); step-parent; step-child; or step-sibling.

**Individual Coverage** is the insurance plan under which only You are covered if You have selected this on Your enrollment form.

**Injury** means bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the effective date of this coverage and before the termination date. Benefits for Injury will not be paid for any

loss caused by sickness or other bodily diseases or infirmity.

**Inpatient** means a person who is treated as a registered bed patient in a Hospital or Other Licensed Provider and for whom a room and board charge is made.

**Medically Necessary or Medical Necessity** means the services or supplies provided by a Hospital, Physician or Other Licensed Provider that are required to identify or treat Your Illness or Injury and which, as determined by Us, are:

1. consistent with the symptom or diagnosis and treatment of Your condition, disease, Illness, ailment or Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of You, a Physician or other provider; and
4. the most appropriate supply or level of service that can be safely provided to You.

When applied to the care of an Inpatient, it further means that Your medical symptoms or condition requires that the services cannot be safely provided to You as an Outpatient.

**Normal Pregnancy or Childbirth** means a pregnancy or Childbirth that is free of complications or problems.

**Other Licensed Providers** means any person or entity other than a Hospital or Physician that is licensed, where required, to render medical or dental services.

**Outpatient** means a person who receives medical or dental services or supplies while not an Inpatient.

**Physician** means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered.

**Pre-existing Conditions** means:

1. Any injury occurring to You, a Traveling Companion, or a Family Member prior to the effective date of Your insurance; and
2. Any illness occurring to You, a Traveling Companion, or a Family Member during the 120 days prior to the effective date of Your insurance for which: a) medical diagnosis or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care or treatment; or b) require taking prescribed drugs or medicine unless the illness remains controlled without any change in the required prescription.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be Your Trip Cancellation Insurance effective date, if Trip

Cancellation Insurance is purchased. If no Trip Cancellation Insurance coverage is purchased, it will be Your Trip departure date.

**Primary Residence** means a person's fixed, permanent and principal home for legal and tax purposes.

**Reasonable and Customary Charge** means a charge in an amount consistently made by other vendors/providers for a given service in the same geographic area and which reflects the complexity of the service taking into account availability of experienced personnel, availability of services or parts, and with respect to Collision Damage Insurance, reflects the effort of the vendor/provider to repair the damaged vehicle (as measured by the ratio of total repair time to total time the vehicle is in the vendor/provider's possession).

**Refund** means:

1. Money returned to You by the travel agent, tour operator, airline, cruise line or other travel supplier;
2. Any credit or voucher for future travel provided to You by the travel agent, tour operator, airline, cruise line or other travel supplier; or
3. Any credits, recoveries or reimbursements from Your employer, another insurance company, a credit card issuer or any other institution.

**Rental Car** means a land motor vehicle with four or more wheels, that is designed for use mainly on public roads and which You have rented for the period of time shown on the Rental Car Agreement.

**Rental Car Agreement** means the entire contract that You receive when renting a car from a rental car agency that describes in full all of the terms and conditions of the rental, as well as the responsibilities of all parties under the Rental Car Agreement.

**Scheduled Departure Date** means the date You have selected to begin travel as shown on Your enrollment form and for which paid travel arrangements have been made.

**Terrorism** means the unsanctioned and illegal use of force that caused destruction of property, Injury, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal or result. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

**Traveling Companion** is a person traveling with You who must be listed on Your enrollment form and who shares the same accommodations as You.

**Traveling Family Member** is Your spouse, and any of Your unmarried children under age of 23, including step-children or legally adopted children, or grandparents and grandchildren when traveling together without a parent.

Any unmarried child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation or physical handicap and became so incapable prior to age 23, shall be eligible for coverage.

**Trip** means:

1. a period of round-trip travel to and from a destination that is at least 100 miles from Your main place of residence; and
2. such travel is not to obtain health care or treatment of any kind.

**We, Us or Our** refers to Access America and World Access Service Corp., a company of Mondial Assistance.

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



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