



## Custom Luxe Kansas Policy

FOR POLICY INQUIRIES OR CUSTOMER SERVICE, CALL:

**(800) 348-9505**

**FOR EMERGENCY ASSISTANCE  
24 HOURS A DAY DURING YOUR TRIP, CALL:**

**IN THE U.S.  
(866) 922-0278**

**COLLECT WORLDWIDE  
(202) 974-6480**

### DESCRIPTION OF 24-HOUR EMERGENCY ASSISTANCE SERVICES

**(PROVIDED BY CSA'S DESIGNATED PROVIDER)**

#### Available Services

Various 24-Hour Emergency Assistance Services are provided along with the CSA Travel Protection® plans. A description of all 24-Hour Emergency Assistance Services are contained in this document. The 24-Hour Emergency Assistance Services are only available to persons whose primary residence is in the United States or Canada. This plan is administered by CSA Travel Protection and Insurance Services.

#### HOW TO CALL THE 24-HOUR EMERGENCY HOTLINE

If you need emergency help for an available service, you can call toll-free 24 hours a day to (866) 922-0278 from within the United States, or call collect to (202) 974-6480 from around the world.

When calling, you should have available your Policy/Reference number and Plan Code, your location, a local telephone number, and details of the situation. After your coverage has been verified, the assistance provider will assist you. If you cannot call collect from your location, dial direct and give the assistance provider your telephone number and location and they will call you back.

To call collect from a foreign country you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit [www.consumer.att.com/global/english/away/directservice.html](http://www.consumer.att.com/global/english/away/directservice.html) for information on how to reach an English-speaking operator. If you were unable to reach CSA collect and paid for your call, we will ask you for a number to call you back so you will pay no further charges.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact the assistance provider.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; however, they will make all reasonable efforts to provide services and help resolve your problem.

The assistance provider cannot be held responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to flight conditions, labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God or where rendering service is prohibited by local law or regulations.

The assistance provider's staff will do their best to refer you to the appropriate providers. However, the assistance provider and CSA cannot be held responsible for the quality or results of any services provided by these independent practitioners.

### AVAILABILITY OF SERVICES

You are eligible for informational and concierge services at any time after you purchase this plan.

The Emergency Assistance Services become available when you actually start your trip.

Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip.

The Identity Theft Resolution Services become available on your scheduled departure date for your trip. Services end 180 days (six months) from the date of your scheduled departure date for your trip.

Identity Theft Resolution does not guarantee that its intervention on behalf of you will result in a particular outcome or that its efforts on behalf of you will lead to a result satisfactory to you.

Identity Theft Resolution does not include, and Identity Theft Resolution shall not assist you for thefts involving non-US bank accounts.

#### INFORMATIONAL SERVICES

The assistance provider offers a wide range of informational services before you leave home and during your trip, including: Visa, Passport, Inoculation and Immunization Requirements, Cultural Information, Temperature, Weather Conditions, Embassy and Consulate Referrals, Foreign Exchange Rates, and Travel Advisories.

### EMERGENCY ASSISTANCE SERVICES

#### Medical Referral

If an emergency occurs during a trip that requires you to visit a doctor, you should call the Emergency Hotline to obtain the names of local qualified doctors who speak your language. If additional medical services are required, the assistance provider is prepared to consult with the attending physician and provide such assistance, as they believe to be in your best interest.

#### No Out-of-Pocket Medical Expense

If you develop an acute illness while on your trip that requires treatment by a physician, you should first call the Emergency Hotline to obtain the name of a local qualified physician in the assistance provider's network. If an in-network physician is available, the assistance provider will schedule the medical visit and guarantee payment to the physician for a one-time medical visit not to exceed \$1000. This service is only available provided there is coverage for the acute illness under the Accident and Medical Expense coverage and is subject to all restrictions, limitations and exclusions provided in the policy. This service is not applicable to expenses for emergency dental treatment.

## Traveling Companion Assistance

If a Traveling Companion loses previously-made travel arrangements due to your medical emergency, the assistance provider will arrange for your Traveling Companion's return home.

## Emergency Cash Transfer

If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will help arrange for an emergency cash transfer in currency, traveler's checks, or other forms as deemed acceptable by the assistance provider. The assistance provider will advance up to \$500 after satisfactory guarantee of reimbursement from you.

## Legal Referral

The assistance provider will locate attorneys available during regular working hours. Assistance will also be provided to advance bail bond, where permitted by law. You are responsible for contracted legal fees.

## Locating Lost or Stolen Items

The assistance provider will assist in locating and replacing lost or stolen luggage, documents and personal possessions.

## Replacement of Medication and Eyeglasses

The assistance provider will arrange to fill a prescription that has been lost, stolen or requires a refill, subject to local law, whenever possible. The assistance provider will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician.

## Embassy and Consular Services

The assistance provider will provide referrals to travelers needing the assistance of U.S. embassies and consulates.

## Worldwide Medical Information

The assistance provider can provide necessary inoculation and vaccination information, and detailed general health and medical descriptions of destinations around the world.

## Interpretation/Translation

The assistance provider will assist with telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

## Emergency Message Relay

Emergency messages can be relayed to and from friends, relatives, personal physicians and employers.

## Pet Return

The assistance provider will arrange for the return of your pet to your home if your pet is traveling with you and you are unable to take care of your pet due to a medical emergency.

## Vehicle Return

The assistance provider will make arrangements to have a designated person or provider return your vehicle to your home (or your rental vehicle to the closest rental agency) if you experience a medical emergency or mechanical problems, which prevent you from driving the vehicle.

## CONCIERGE SERVICES

**City profiles** provide travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.

**Epicurean needs** arranges the delivery of specialized foods and beverages to your home or office, including gourmet meats and fine wine.

**Event ticketing** provides tickets to virtually any sporting, theater or concert event worldwide.

**Flowers and gift baskets** include the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.

**Golf outings and tee times** provide referrals and tee times at golf courses around the world.

**Hotel accommodations** offers research and recommendations on hotels worldwide and book reservations if requested by you.

**Meet-and-greet services** include the pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel.

**Personalized retail shopping assistance** includes purchasing selected retail items at your request.

**Pre-trip assistance** provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

**Procurement of hard-to-find items** ensures our associates will use every means possible to obtain an obscure or exotic item at your request.

**Restaurant reviews and reservations** provides you with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.

**Rental car reservations** provide worldwide reservations through most major rental car agencies.

**Airline reservations** provide full-service air travel accommodations to destinations worldwide.

## DESCRIPTION OF IDENTITY THEFT RESOLUTION SERVICES (PROVIDED BY CSA'S DESIGNATED PROVIDER)

If you believe you are victim of Identity Theft, please contact our assistance provider at (866) 922-0278. A description of the service and terms of use are provided below. The assistance provider treats each "Identify Theft" as an emergency and, subject to the limitations set forth in this Program Description, performs, for you any or all of the following steps necessary to attempt to undo or prevent further damage upon receipt, by you, of a duly completed and executed "Authorization Form".

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

## 10-DAY RIGHT TO EXAMINE POLICY:

If you are not satisfied for any reason, you may return your policy within 10 days after receipt. Your plan payment will be refunded, provided there has been no incurred covered expense. When so returned, the policy is void from the beginning. Return the policy to us at our home office.

**After this 10-day period, the payment for this plan is non-refundable.**

## INSURING PROVISIONS

**1. ELIGIBILITY:** Each person for whom Travel Arrangements have been purchased for a Covered Trip is eligible for coverage under this policy: subject to the appropriate premium being remitted with the Covered Trip beginning when the policy is in force. This insurance may be purchased if you are a resident of the United States or you purchase this insurance within the United States.

### 2. INSURED'S TERM OF COVERAGE:

**For Trip Cancellation:** Coverage begins 12:01 A.M. Standard Time on the day after the date your plan payment is received by us.

**Coverage ends on the earlier of:** 1) the point and time of departure on the Insured's Covered Trip; or 2) the point and time of cancellation of the Covered Trip.

**For Trip Interruption:** Coverage begins on the Scheduled Departure Date.

**Coverage ends on the earlier of:** 1) the point and time the Covered Trip is completed; or 2) the Scheduled Return Date; or 3) the arrival at the return destination on a round trip, or the destination on a one-way trip.

**For all other coverages:** Coverage begins on the later of: 1) the date and time you start your Covered Trip; or 2) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

**Coverage ends on the earlier of:** 1) the point and time the Covered Trip is completed; or 2) the Scheduled Return Date; or 3) the arrival at the return destination on a round trip, or the destination on a one-way trip.

In the event the Scheduled Departure Date and/or the Scheduled Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor an Insured has control an Insured's term of coverage shall be automatically adjusted in accordance with the Travel Supplier's notice to the Company of the delay or change.

**3. BENEFITS:** When an Insured sustains a loss specified under any attached coverage(s) of the policy under which he or she is covered as shown in the Schedule of Coverages, the Company will pay benefits as specified in such attached coverage(s) subject to all policy limitations and exclusions.

## COVERAGE A and B

### 24-HOUR ACCIDENTAL DEATH AND DISMEMBERMENT

#### PART A BENEFITS

An Insured is eligible for benefits 24 hours a day, up to the Maximum Benefit Amount shown when the Insured sustains an Injury during the Covered Trip which results in a loss noted below within 180 days of the date of the Injury causing the loss.

**Benefits will be paid as follows:**

Type of Loss	Percentage of Principle Sum Payable
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Loss of life . . . . .	100%
Loss of both feet . . . . .	100%
Loss of both hands . . . . .	100%
Loss of both eyes. . . . .	100%
Loss of one hand and one foot . . . . .	100%
Loss of one hand and one eye . . . . .	100%
Loss of one foot and one eye . . . . .	100%
Loss of one hand . . . . .	50%
Loss of one foot. . . . .	50%
Loss of one eye . . . . .	50%
Loss of thumb and index finger of the same hand. . . . .	25%

**Loss of hand or hands, or foot or feet,** means severance at or above the wrist joint or ankle joint, respectively, **Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof. Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

The benefit for loss of: a) two limbs; b) both eyes; or c) one limb and one eye is payable only when such loss results from the same accident.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

### ACCIDENTAL DEATH AND DISMEMBERMENT - FLIGHT ONLY

#### PART A BENEFITS

When an Insured sustains covered Injuries:

- while riding solely as a passenger in an aircraft on a regularly scheduled airline flight or regularly scheduled charter flight.
- received while riding as a passenger in any land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this policy.
- received while riding as a passenger in a vehicle licensed to carry passengers for hire, but only:
  - when going to an airport to board an aircraft on which you are covered by this policy; or

- when leaving an airport after alighting from such an aircraft.
- d. received while upon airport premises designated for passenger use immediately before boarding or immediately after alighting from an aircraft on which you are covered by this policy.

**Benefits will be paid as follows:**

Loss of Life . . . . .	100%
Loss of Both Feet, Both Hands or Both Eyes . . . . .	100%
Loss of One Hand and One Foot . . . . .	100%
Loss of One Hand and One Eye or One Foot and One Eye . . . . .	100%
Loss of One Hand, One Foot or One Eye. . . . .	50%

**Loss of hand or hands, or foot or feet,** means severance at or above the wrist joint or ankle joint, respectively.

**Loss of eye or eyes** means the total and irrecoverable loss of the entire sight thereof.

Only one of the amounts shown above (the largest applicable) will be paid for Injuries resulting from one accident.

The benefit for loss of: a) two limbs; b) both eyes; or c) one limb and one eye is payable only when such loss results from the same accident.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

An Insured must receive initial Medical Treatment within 2 days of the date of the accident. Eligible Medical Expenses must be incurred within 180 days of the date of the accident. This insurance does not cover Injuries received while making a parachute jump (unless to save a life).

To receive benefits, loss must be independent of Sickness and all other causes.

### PART B EXPOSURE AND DISAPPEARANCE

If, while insured under Coverage A or Coverage B, an Insured is unavoidably exposed to the elements because of a covered accident and suffers a loss for which benefits are payable under Coverage A or Coverage B, such loss will be covered.

If, while insured under Coverage A or Coverage B, an Insured is in an accident resulting in the disappearance, sinking or damaging of an air or water conveyance on which he or she is covered by this Coverage A or Coverage B and if his or her 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 he or she suffered loss of life as a result of those Injuries.

## **COVERAGE C**

### **ACCIDENT AND SICKNESS MEDICAL EXPENSE**

#### **PART A DEFINITIONS**

**Covered Expense** means expense incurred for services and supplies: a) listed below; and b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

1. the services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of the Insured's Covered Trip, if recommended as a substitute for a Hospital room for recovery of an Injury or Sickness);
3. transportation furnished by a professional ambulance company to and/or from a Hospital;
4. prescribed drugs, prosthetics and therapeutic services and supplies.

#### **PART B BENEFITS**

Benefits will be paid for the expense incurred, up to the Maximum Benefit Amount, if an Insured incurs a Covered Expense as a result of a Sickness, which manifests itself during a Covered Trip or as a result of an accidental Injury that occurs during the Covered Trip. For Sickness, an Insured must receive initial Medical Treatment for the Sickness within 5 days of the onset of the Sickness. For Injury, an Insured must receive initial Medical Treatment for the Injury within 5 days after the date of the accident, which caused the Injury. All services, supplies or treatment must be received within the 180 days following the onset of the Sickness or within 180 days after the date of the accident.

Benefits will include expenses for emergency dental treatment due to Sickness or accidental Injury not to exceed \$750.00.

Benefits will not be paid in excess of the Usual and Customary Charges.

Benefits will only be paid after benefits have been paid under any other group policy or contract that provides for payment of the medical expenses incurred.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

#### **PART C ENDORSEMENTS FOR MANDATORY BENEFITS**

##### **Mental and Nervous Disorders**

Subject to the terms, limitations, and conditions of the Policy, the Company will cover the following services. The Company will provide coverage for services for treatment of Mental and Nervous Disorders for inpatient confinement for up to 45 days of such Inpatient Confinement per Calendar Year as long as the insurance is in effect on a day of confinement. Inpatient benefits are limited to the Allowable Expense and subject to any deductibles, co-payments and maximum benefit limitations. In addition, the Company will provide coverage for outpatient services for Mental and Nervous Disorders. Outpatient mental health expenses will be covered at 100% of

the first \$100 incurred, 80% of the next \$100 incurred and 50% for the next \$1,640 incurred in a calendar year up to a lifetime maximum of \$7,500. Outpatient benefits are limited to the Allowable Expense and subject to any deductibles, co-payments and maximum benefit limitations.

The expense must be incurred while the policy is in force with respect to the covered person or it is not considered an Allowable Expense. The Mental and Nervous Disorder must first be diagnosed while the policy is in force with respect to the covered person and the purpose of the travel may not be for Medical Treatment of such Mental and Nervous Disorder. Coverage ends on the date the policy terminates.

Mental and Nervous Disorders means the following: Schizophrenia, schizoaffective disorder, schizophreniform disorder, brief reactive psychosis, paranoid or delusional disorder, atypical psychosis, major affective disorders (bipolar and major depression), cyclothymic and dysthymic disorders, obsessive compulsive disorder, panic disorder, pervasive developmental disorder, including autism, attention deficit disorder and attention deficit hyperactive disorder as such terms are defined in the diagnostic and statistical manual of mental disorders, fourth edition, (DSM-IV, 1994) of the American psychiatric association but shall not include conditions not attributable to a mental disorder that are a focus of attention or treatment.

##### **Diabetes Coverage**

Subject to the terms, limitations, and conditions of the Policy, the Company will cover the following services. The Company shall provide coverage for Medically Necessary equipment and supplies, limited to hypodermic needles and supplies used exclusively with diabetes management and outpatient self-management training and education, including medical nutrition therapy, for the treatment of insulin dependent diabetes, insulin-using diabetes, gestational diabetes and noninsulin using diabetes if prescribed by a Legally Qualified Physician. The Company shall also provide coverage for diabetes outpatient self-management training and education when provided by a certified, registered or licensed health care professional with expertise in diabetes. The coverage for outpatient self-management training and education shall be required only if ordered by a Legally Qualified Physician legally authorized to prescribe such services and the diabetic: 1) is treated at a program approved by the American Diabetes Association; 2) is treated by a person certified by the National Certification Board for Diabetes Educators; or 3) is, as to nutritional education, treated by a licensed dietitian pursuant to a treatment plan authorized by a Legally Qualified Physician.

The service must be rendered while the covered person is covered under the Policy or it is not considered an Allowable Expense. The benefit is subject to any deductible and maximum benefit limitations required by the Policy. Diabetes must first be diagnosed while the Policy is in force with respect to the covered person and the purpose of the travel may not be for Medical Treatment of diabetes. Coverage ends on the date the Policy terminates.

##### **General Anesthesia for Dental Surgery**

Subject to the terms and conditions of the Policy, the Company will cover the following services. The Company shall provide coverage for the Medically Necessary administration of general anesthesia and Hospital charges for dental care provided to the following Covered Persons:

- a. a child five years of age and under; or
- b. a person who is severely disabled; or
- c. a person has a medical or behavioral condition that requires hospitalization or general anesthesia when dental care is provided.

The service must be rendered while the covered person is covered under this Policy or it is not considered an Allowable Expense. The benefit is subject to any deductible and maximum benefit limitations required by the Policy. The dental work must first be diagnosed while the Policy is in force with respect to the covered person and the purpose of the travel must not be for dental treatment. Coverage ends on the date the Policy terminates.

##### **Off-Label Prescription Drugs for Cancer Treatment**

Subject to the terms, limitations, and conditions of the Policy, the Company will cover off label prescription drugs as follows. The Company will not exclude coverage of a prescription drug for cancer treatment on the grounds the prescription drug has not been approved by the federal food and drug administration for that covered indication if the prescription drug is recognized for treatment of the indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature. The prescribing Legally Qualified Physician shall submit to the Company documentation supporting the proposed off-label use or uses prior to it being covered.

The service must be rendered while the covered person is covered under this Policy or it is not considered an Allowable Expense. The benefit is subject to any deductible and maximum benefit limitations required by the Policy. The cancer must first be diagnosed while the Policy is in force with respect to the covered person and the purpose of the travel must not be to obtain treatment for such cancer or to obtain off label prescription drugs for such cancer treatment. Coverage ends on the date the Policy terminates.

##### **Pregnancy**

The following benefit applies to the Sickness medical expense benefits ONLY. Subject to all the conditions and limitations of the Policy, including traveling against the advice of a Legally Qualified Physician, the exclusion related to pregnancy or childbirth is deleted in its entirety.

## **COVERAGE D**

### **EMERGENCY MEDICAL EVACUATION, MEDICAL REPATRIATION AND RETURN OF REMAINS**

#### **PART A BENEFITS**

When an Insured suffers loss of life for any reason or incurs a Sickness or Injury during the course of a Covered Trip, the following benefits are payable, up to the Maximum Benefit Amount.

##### **1. For Emergency Medical Evacuation:**

If the local attending Legally Qualified Physician and the authorized travel assistance company determine that transportation to a Hospital or medical facility is Medically Necessary to treat an unforeseen Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment.

If an Insured dies during the Covered Trip or is in the Hospital for more than seven consecutive days and the Insured's dependent children who are under 18 years of age and accompanying the Insured on the Covered Trip, are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the travel assistance company).

If an Insured is traveling alone and is in the Hospital for more than seven consecutive days and emergency evacuation is not imminent, upon request of the Insured or next of kin if Insured is incapacitated, benefits will be paid to transport one person, chosen by the Insured, by Economy Transportation, for a single visit to and from his or her bedside.

##### **2. For Medical Repatriation:**

a. If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for an Insured to return to his or her place of permanent residence because of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for an Insured's return to his or her permanent residence via:

- i. one-way Economy Transportation; or
- ii. commercial upgrade, based on an Insured's condition as recommended by the local attending Legally Qualified Physician and verified in writing.

Transportation must be via the most direct and economical route.

b. If the local attending Legally Qualified Physician and the authorized travel assistance company determine that it is Medically Necessary for an Insured to return to his or her place of permanent residence for continued treatment of an unforeseen Sickness or Injury which is acute or life-threatening, the Transportation Expense incurred will be paid for transportation to the Hospital or medical facility closest to an Insured's permanent place of residence

capable of providing that treatment. Transportation must be by the most direct and economical route. Covered land or air transportation includes, but is not limited to, commercial stretcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the authorized travel assistance company.

##### **3. For Return of Remains:**

In the event of an Insured's death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of an Insured's remains to his or her place of residence or to the place of burial.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

#### **PART B CONDITIONS**

If benefits are payable under this Coverage D and an Insured has other insurance that may provide benefits for this same loss, the Company reserves the right to recover from such other insurance. An Insured shall:

- a. notify the Company of any other insurance;
- b. help the Company exercise the Company's rights in any reasonable way that the Company may request, including the filing and assignment of other insurance benefits;
- c. not do anything after the loss to prejudice the Company's rights; and
- d. reimburse to the Company, to the extent of any payment the Company has made, for benefits received from such other insurance.

## **COVERAGE E**

### **TRIP CANCELLATION BENEFITS**

Benefits will be paid up to the Maximum Benefit Amount purchased to cover an Insured for the Published Penalties and unused non-refundable prepaid expenses for Travel Arrangements when an Insured is prevented from taking his or her Covered Trip due to:

1. death of an Insured, Traveling Companion or Family Member;
2. a covered Sickness or Injury involving an Insured, Traveling Companion or Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's participation in the Covered Trip;
3. an Insured or Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) or served with a court order to appear as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);

4. an Insured's or Traveling Companion's principal place of residence being rendered uninhabitable by burglary, fire, flood, volcano, earthquake, hurricane, or other natural disaster within 10 days of departure;
5. an Insured or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. an Insured's accommodation at the Insured's destination made uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. a documented theft of passports or visas;
8. a permanent transfer of employment of 250 miles or more;
9. Bankruptcy or Default of an airline or cruise line, or tour operator or Travel Supplier (other than the tour operator or travel agency from whom the Insured purchased their Travel Arrangements) causing a complete cessation of travel services more than 14 days following the Insured's Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased prior to or within 24 hours of the Insured's final payment for the Covered Trip;
10. unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 24 consecutive hours;
11. Inclement Weather that causes complete cessation of the Insured's Common Carrier for at least 24 consecutive hours;
12. mechanical breakdown that causes complete cessation of the Insured's Common Carrier for at least 24 consecutive hours;
13. mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at your destination due to adverse weather or natural disaster. In order to cancel your Covered Trip, you must have 4 days or 50% of your total Covered Trip length or less remaining on your Covered Trip at the time the mandatory evacuation ends;
14. felonious assault of the Insured or Traveling Companion within 10 days of the Scheduled Departure Date;
15. an Insured or Traveling Companion is in the military and called to emergency duty for a national disaster other than war;
16. involuntary employer termination or layoff affecting the Insured or a person(s) sharing the same room with the Insured during the Insured's Covered Trip. Employment must have been with the same employer for at least 3 continuous years;

17. a Terrorist Incident that occurs in a city listed on the itinerary of the Insured's Covered Trip and within 7 days prior to the Insured's Scheduled Departure Date. This same city must not have experienced a Terrorist Incident within the 60-day period prior to the Insured's Effective Date under this Policy. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
18. revocation of the Insured's previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
19. the Insured's family or friends living abroad with whom the Insured was planning to stay are unable to provide accommodations due to life threatening illness, life threatening Injury or death of one of them;
20. the primary or secondary school where the Insured, or the Insured's Family Member or Traveling Companion attend(s) must extend its operating session beyond its predefined school year or start earlier than its predefined school year, due to unforeseeable events commencing during the Policy effective period, which cause the extension of the predefined school year and the Scheduled Departure Date falls within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered.

Provided such circumstances occurred after the Insured's Effective Date.

If the Insured must reschedule the Covered Trip due to a covered reason they will be eligible for benefits up to a maximum of \$200 for the reissue fee charged by the airline for the Insured's tickets.

**The following limitation applies to Trip Cancellation:** All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible.

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

The maximum payable under this benefit is the lesser of a) total cost of the Insured's Covered Trip; or b) the total amount of coverage the Insured purchased.

#### Single Supplement

Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per-person occupancy rate for prepaid Travel Arrangements if a Traveling Companion has his or her Covered Trip delayed, canceled or interrupted for a covered reason and an Insured does not cancel.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

#### OPTIONAL CANCEL FOR ANY REASON BENEFITS

If the Insured purchased the Optional Cancel for Any Reason Benefit and if the Insured cancels his or her Covered Trip for any reason not otherwise covered by the Policy, we will reimburse the Insured for the percentage of the unused, non-refundable, prepaid expenses for Travel Arrangements, as shown in the Cancellation Penalty Schedule below, provided:

1. the Insured's premium is received prior to or within 24 hours of the initial payment for the Covered Trip; and
2. the Insured is not disabled from travel at the time the Insured pays his or her premium; and
3. the Insured insures 100% of all prepaid Covered Trip costs that are subject to cancellation penalties or restrictions by the Travel Supplier; and
4. the Covered Trip cost per person is no more than \$10,000; and
5. the booking for the Covered Trip must be the first and only booking for this travel period and destination; and
6. the Insured cancels his or her Covered Trip 48 hours or more before his or her Scheduled Departure Date.

#### Cancellation Penalty Schedule

<b>If Cancellation Penalty Amount Is:</b>	<b>Percentage of Penalty Amount Payable Is:</b>
Up to 25% of trip cost . . . . .	100% of penalty amount
26% to 50% of trip cost . . . . .	90% of penalty amount
51% to 75% of trip cost . . . . .	80% of penalty amount
Over 76% of trip cost . . . . .	70% of penalty amount

#### COVERAGE F

##### TRIP INTERRUPTION BENEFITS

Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for land or water Travel Arrangements and the Additional Transportation Cost paid to return home or rejoin the Covered Trip, when an Insured's arrival on the Covered Trip is delayed or an Insured is prevented from completing his or her Covered Trip due to:

1. death of an Insured, Traveling Companion or Family Member;
2. a covered Sickness or Injury involving an Insured, Traveling Companion or Family Member which necessitates Medical Treatment at the time of interruption or delay and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents an Insured's continued participation in the Covered Trip;

3. an Insured or Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after the Effective Date) or served with a court order to appear as a witness in a legal action in which an Insured or Traveling Companion is not a party (except law enforcement officers);
4. an Insured's or Traveling Companion's principal place of residence being rendered uninhabitable by burglary, fire, flood, volcano, earthquake, hurricane, or other natural disaster;
5. an Insured or Traveling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to an Insured's scheduled point of departure;
6. an Insured's accommodation at the Insured's destination made uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. a documented theft of passports or visas;
8. a permanent transfer of employment of 250 miles or more;
9. Bankruptcy or Default of an airline or cruise line, or tour operator or Travel Supplier (other than the tour operator or travel agency from whom the Insured purchased their Travel Arrangements) causing a complete cessation of travel services more than 14 days following the Insured's Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination. This benefit only applies if the policy has been purchased prior to or within 24 hours of the Insured's final payment for the Covered Trip;
10. unannounced Strike that causes complete cessation of services of the Insured's Common Carrier for at least 24 consecutive hours;
11. Inclement Weather that causes complete cessation of the Insured's Common Carrier for at least 24 consecutive hours;
12. mechanical breakdown that causes complete cessation of the Insured's Common Carrier for at least 24 consecutive hours;
13. mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at your destination due to adverse weather or natural disaster. In order to interrupt your Covered Trip, you must have 4 days or 50% of your total Covered Trip length or less remaining on your Covered Trip at the time the mandatory evacuation ends;
14. felonious assault of the Insured or Traveling Companion;
15. an Insured or Traveling Companion is in the military and called to emergency duty for a national disaster other than war;

16. involuntary employer termination or layoff affecting the Insured or a person(s) sharing the same room with the Insured during the Insured's Covered Trip. Employment must have been with the same employer for at least 3 continuous years;
17. a Terrorist Incident that occurs in a city listed on the itinerary of the Insured's Covered Trip. This same city must not have experienced a Terrorist Incident within the 60-day period prior to the Insured's Effective Date under this Policy. Benefits are not provided if the Travel Supplier offers a substitute itinerary;
18. revocation of the Insured's previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
19. the Insured's family or friends living abroad with whom the Insured was planning to stay are unable to provide accommodations due to life threatening illness, life threatening Injury or death of one of them;
20. the primary or secondary school where the Insured, or the Insured's Family Member or Traveling Companion attend(s) must extend its operating session beyond its predefined school year or start earlier than its predefined school year, due to unforeseeable events commencing during the Policy effective period, which cause the extension of the predefined school year and the Scheduled Departure Date falls within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered;

Provided such circumstances occurred after the Insured's Effective Date and while coverage is in effect.

All cancellations must be reported to the Travel Supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, the event should be reported as soon as possible. All other delays of reporting beyond 72 hours will result in reduced benefit payments.

If a Traveling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by an Insured to remain with the Traveling Companion up to \$150 per day and limited to 10 days.

If an Insured cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and an Insured must extend his or her Covered Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will also be paid for reasonable accommodation and transportation expenses incurred by an Insured up to \$150 per day and limited to 10 days.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

## **COVERAGE G**

### **MISSED CONNECTION BENEFITS**

If an Insured misses their cruise or tour departure because their airline flight is delayed for 3 or more hours, up to 24 hours, due to:

- a. any delay of a Common Carrier. The delay must be certified by the Travel Supplier;
- b. Inclement weather condition preventing the Insured from getting to the point of departure;
- c. quarantine, hijacking, Strike, natural disaster, terrorism or riot.

Benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for: the non-refundable, unused portion of the prepaid expenses for land or water Travel Arrangements and the Additional Transportation Cost to join the Covered Trip.

## **COVERAGE H**

### **TRIP DELAY**

#### **PART A BENEFITS**

If an Insured is delayed for 6 hours or more during the Covered Trip, due to:

1. any delay of a Common Carrier. The delay must be certified by the Travel Supplier;
2. a traffic accident in which an Insured or Traveling Companion are directly involved (must be substantiated by a police report);
3. lost or stolen passports, travel documents or money (must be substantiated by a police report);
4. quarantine, hijacking, Strike, natural disaster, terrorism or riot; or
5. documented weather condition preventing the Insured from continuing on the Covered Trip.

Benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for: reasonable expenses for hotel accommodations, telephone calls, meals, and local transportation up to \$150 per day necessarily incurred by an Insured for which he or she has proof of purchase and which were not paid for or provided by any other source.

#### **PART B PET CARE**

If the Insured is delayed by a Common Carrier while en route to their return destination after the Covered Trip is completed and has placed their cat or dog in a kennel for the duration of the Covered Trip and the Insured is unable to collect them on the day previously agreed with the kennel, benefits will be paid at \$25 per day, on a one-time basis, up to the Maximum Benefit Amount to cover the necessary additional kennel fees.

#### **PART C CONDITIONS**

The Insured must provide the following documentation when presenting a claim for these benefits:

- a. written confirmation of the reasons for delay from the Travel Supplier whose delay resulted in the loss, including but not limited to; scheduled departure and return times and actual departure and return times;
- b. written confirmation from the kennel advising the original pick-up date and the actual pick-up date.

Benefits will not be paid for any expenses, which have been reimbursed, or for any services that have been provided by the Travel Supplier.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

## **COVERAGE I**

### **BAGGAGE AND PERSONAL EFFECTS**

#### **PART A DEFINITIONS**

**Baggage and Personal Effects** means luggage, personal possessions and travel documents taken by an Insured during a Covered Trip. The term Baggage and Personal Effects does not include:

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. aircraft;
7. bicycles, except when checked as baggage with a Travel Supplier;
8. household effects and furnishings;
9. antiques and collectors items;
10. sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
11. prosthetic limbs;
12. prescribed medications;
13. keys, money, credit cards (except as coverage is otherwise specifically provided herein);
14. securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein);
15. professional or occupational equipment or property, whether or not electronic business equipment; or
16. telephones, computer hardware or software.

#### **PART B BENEFITS**

For Baggage and Personal Effects: Coverage will be provided to an Insured: a) against all risks of permanent loss, theft or damage to baggage and personal effects; b) subject to all Exclusions and Limitations in the policy; c) up to the Maximum Benefit Amount; and d) occurring while this coverage is in force.

**The lesser of the following amounts will be paid:**

- a. the Actual Cash Value at the time of loss, theft or damage;
- b. the cost to repair or replace the article with material of a like kind and quality; or
- c. \$300 per article.

A combined maximum of \$600 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

A maximum of \$100 will be paid for the cost of replacing a passport or visa.

A maximum of \$100 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that the Insured has complied with all conditions of the credit card company.

**PART C CONDITIONS**

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Travel Supplier;

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

**ADDITIONAL LIMITATIONS AND EXCLUSIONS SPECIFIC TO BAGGAGE AND PERSONAL EFFECTS**

Benefits are not payable for any loss 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. property illegally acquired, kept, stored or transported;
5. an Insured's negligent acts or omissions; or
6. property shipped as freight or shipped prior to the Scheduled Departure Date.

**ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO BAGGAGE**

Insured's duties after loss of or damage to property or delay of baggage: In case of loss, theft, damage or delay of Baggage and Personal Effects, an Insured must:

1. take all reasonable steps to protect, save or recover the property;
2. promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Travel Supplier or bailee who has custody of an Insured's property at the time of loss;
3. produce records needed to verify the claim and its amount, and permit copies to be made:

4. provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
5. have Baggage and Personal Effects be examined, if requested.

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 Covered Trip.

No benefit to bailee: This insurance shall not benefit any Travel Supplier or bailee.

**PART D BAGGAGE DELAY BENEFITS**

If, while on a Covered Trip, an Insured's checked baggage is delayed or misdirected by a Travel Supplier for more than 24 hours from his or her time of arrival at a destination other than at his or her place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary personal effects. An Insured must be a ticketed passenger on a Common Carrier. The Travel Supplier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

**COVERAGE J**

**COLLISION DAMAGE WAIVER**

The Insured is eligible for benefits up to the Maximum Benefit Amount if the Insured rents a car while on the Covered Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in the Insured's control while in the Insured's possession, or the car is stolen while in the Insured's possession and is not recovered. The Company will pay the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- b. the Actual Cash Value of the car; or
- c. the amount shown on the Schedule.

Coverage is provided to the Insured, provided the Insured is a licensed driver and is listed on the rental agreement.

**Coverage is not provided for loss due to:**

1. any obligation of the Insured, a Traveling Companion or Family Member traveling with the Insured assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
3. any loss which occurs if the Insured or anyone traveling with the Insured are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;

6. any loss as the result of or attributed to driving the rental vehicle: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication which recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the rental vehicle; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the vehicle; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**ADDITIONAL CLAIMS PROVISIONS SPECIFIC TO COLLISION DAMAGE WAIVER**

The following outlines the Insured's duties in the event of any damage to the vehicle. The Insured must:

- a. take all necessary and reasonable steps to protect the vehicle and prevent further damage to it;
- b. report the loss to the appropriate local authorities and the rental company as soon as possible;
- c. obtain all information on any other party involved in the accident, such as name, address, insurance information and driver's license number;
- d. provide the Company all documentation such as rental agreement, police report and damage estimate.

**DEFINITIONS**

In the Policy, "you", "your", and "yours" refer to the Insured. "We", "us", and "our" refer to the company providing this coverage. In addition, certain words and phrases are defined as follows:

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

**Additional Transportation Cost** means the actual cost incurred for one-way Economy Transportation by Common Carrier.

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

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

**Covered Trip** means: 1) a period of round-trip travel away from the Insured's primary place of residence to a destination outside the Insured's city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 365 days; or 2) a period of one-way travel

that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival places specified when the Insured applies; and the trip does not exceed 31 days in length.

**Default** means the inability to provide contracted services due to a material financial failure.

**Domestic Partner** means a person who is at least eighteen years of age and can show evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; plus one of the following: 1) evidence of continuous cohabitation throughout the 180 day period prior to the Insured's Effective Date of the Plan; or 2) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**Economy Transportation** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that the Insured purchased for the Covered Trip.

**Exotic Vehicle** includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Clenet, Corvette, Cosworth, De Lorean, Excalibre, Ferrari, Fiat, Iso, Jaguar, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, and TVR. The Insured must call CSA Travel Protection at (800) 348-9505 before renting to obtain confirmation that the vehicle is covered.

**Family Member** means any of the following: an Insured's or an Insured's Traveling Companion's legal spouse or Domestic Partner (or common-law spouse where legal); an Insured's, an Insured's Traveling Companion's or an Insured's Domestic Partner's legal guardian, son or daughter (adopted, foster, step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece, nephew, an employed caregiver who lives with the Insured, or a person for whom the Insured is the primary caregiver with whom the Insured have lived for 12 continuous months prior to the effective date of the Insured's plan, whether or not they travel with the Insured.

**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 inpatients 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.

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

**Injury or Injuries** means accidental bodily injuries: a) received while insured under this policy and any attached coverages; b) resulting in loss independently of Sickness and all other causes.

**Insured** means the individual who has arranged a Covered Trip and who has paid the required premium.

**Intoxicated** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where an Insured is located at the time of an incident.

**Legally Qualified Physician** means a physician a) other than you, a Traveling Companion or a Family Member; b) practicing within the scope of his or her license; and c) recognized as a physician in the place where the services are rendered.

**Maximum Benefit Amount** means the maximum amount payable for each coverage as shown in the Schedule of Coverages.

**Medical Treatment** means treatment, advice or consultation, given in person, by a Legally Qualified Physician.

**Medically Necessary** means a service or supply which: a) is recommended by the attending Legally Qualified Physician; b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; c) could not have been omitted without adversely affecting an Insured's condition or quality of medical care; d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**Mental or Nervous Conditions** means disorders specified in the diagnostic and statistical manual of mental disorders, fourth edition, (DSM-IV, 1994) of the American Psychiatric Association but shall not include conditions not attributable to mental disorders that are a focus of attention or treatment (DSM-IV, 1994).

**Pre-existing Condition** means any Injury, Sickness or condition of the Insured or Traveling Companion, or Family Member for which within the 180-day period prior to the Insured's Effective Date under this Policy which a) manifested itself, became acute or exhibited symptoms which would have caused one to seek diagnosis, care or treatment; or b) required taking prescribed drugs or medicine, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or c) required Medical Treatment or treatment was recommended by a Legally Qualified Physician.

**Published Penalties** means any published cancellation penalties issued by the Insured's travel agency or Travel Supplier that apply to all clients of the travel agency or Travel Supplier and can be documented at time of the Covered Trip sale. The Insured must be in the Travel Supplier's penalty period. The maximum amount reimbursable under the travel agency's

Published Penalties is 10% of the Covered Trip cost (excluding taxes and other non-commissionable items) or 10% of the amount the Insured has paid, whichever is less. Maximum payable under any one claim is the Covered Trip cost, excluding taxes and other non-commissionable items.

**Schedule of Coverages** means the coverage confirmation provided to an Insured following enrollment and payment of the applicable premium.

**Scheduled Departure Date** means the date on which an Insured is originally scheduled to leave on the Covered Trip.

**Scheduled Return Date** means the date on which an Insured is originally scheduled to return to the point of origin or the original final destination.

**Sickness** means an illness or disease that is diagnosed or treated by a Legally Qualified Physician after the effective date of insurance and while the Insured is covered under this Policy.

**Strike** means any stoppage of work: a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and b) which interferes with the normal departure and arrival of a Common Carrier.

**Terrorist Incident** means an act of violence that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

**Third Party** means a person or entity other than an Insured or the Company.

**Transportation Expense** means: a) the cost of conveyance of an Insured and any medical personnel (if Medically Necessary); and b) Medically Necessary services or supplies.

**Travel Arrangements** means: a) transportation; b) accommodations; and c) other specified services arranged by the Travel Supplier for the Covered Trip.

**Traveling Companion** means a person or persons with whom the Insured has coordinated Travel Arrangements and intends to travel with during the Covered Trip. A group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader.

**Travel Supplier** means any entity or organization that coordinates or supplies travel services for an Insured.

**Usual and Customary** means, for charges incurred in the United States:

- a. charges and fees for medical services or supplies that are the lesser of:
  1. the usual charge by the provider for the service or supply given; or
  2. the average charges for the service or supply in the area where the service or supply is received; and

- b. treatment and medical service that is reasonable in relationship to the service or supply given and the severity of the condition.

Usual and Customary charges are calculated using the national database in Ingenix, Inc. or similar provider. Ingenix and similar providers update the data every 6 months.

For Charges incurred outside the United States, payment is based on billed charges that the Company receives proof of the service or supply being given.

## **GENERAL LIMITATIONS AND EXCLUSIONS**

### **Benefits are not payable for losses caused by or resulting from:**

1. suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane;
2. due to a mental or nervous condition, unless hospitalized;
3. an act of declared or undeclared war;
4. participating in maneuvers or training exercises of an armed service;
5. riding, driving or participating in races, or speed or endurance contests;
6. participating as a member of a team in an organized sporting competition;
7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
8. being Intoxicated or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician;
9. a contributory cause was the commission of or attempt to commit a felony or being engaged in an illegal occupation;
10. normal childbirth, normal pregnancy (except complications of pregnancy) or voluntary induced abortion;
11. a Pre-existing Condition, as defined in this policy. The Pre-existing Condition Limitation does not apply to: a) Emergency Medical Evacuation, Medical Repatriation and Return of Remains coverage, Accidental Death & Dismemberment (Coverage A and Coverage B), Baggage and Personal Effects, Baggage Delay Collision Damage Waiver; or b) to coverage purchased prior to or within 24 hours of the final payment for the Covered Trip or the Covered Trip and if the Insured is medically able to travel when payment is made for the insurance;
12. loss or damage (including death or Injury) and any associated cost or expense resulting directly or indirectly from the discharge, explosion or use of any device, weapon or material employing or involving nuclear fission, nuclear fusion, radioactive force, chemical, biological, radiological or similar agents, whether in time of peace or war, and regardless of who commits the act and regardless of any other cause or event contributing concurrently or in any other sequence thereto. This exclusion does not apply to

Accident and Sickness Medical Expense benefits or the Accidental Death and Dismemberment benefits;

13. participation as a professional in athletics;
14. civil disorder (does not apply to Trip Delay);
15. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
16. elective treatment and procedures;
17. Medical Treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing Medical Treatment;
18. business, contractual or education obligations (does not apply to #8, #16, and #20 of Trip Cancellation and Trip Interruption);
19. failure of any tour operator or other Travel Supplier, person or agency to provide the bargained-for Travel Arrangements;
20. a loss that results from an illness, disease, or other condition, event or circumstance that occurs at a time when the plan is not in effect for you.

## **MASTER POLICY PROVISIONS**

**Entire Contract: Changes:** This policy, and any attachments is the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in the policy.

**Policy Term and Renewal:** This policy is issued for an initial term that will begin on the Policy Date and will be for a period of time specified in the attached Schedule.

**Premiums and Payment of Premiums:** The premiums for an Insured's coverage provided under this policy are shown in the Schedule of Coverages. An Insured's premium is due prior to his or her Scheduled Departure Date. All premiums should be submitted to the Company or to an authorized agent of the Company. Premiums are non-refundable except when an Insured is covered under more than one travel policy with the Company for each Covered Trip, or unless required by applicable state statutes.

**Clerical Error:** Clerical error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void an Insured's coverage if it is otherwise validly in force; nor will it continue an Insured's coverage if it is otherwise validly terminated under the terms of this policy.

**Conformity with State Statutes:** The provisions of this policy must conform to the laws of the state in which the policy is issued. If any do not, they are hereby amended to conform.

**Subrogation:** If the Company has 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, the Company will be subrogated to that right. An Insured shall help the Company exercise the Company's rights in any reasonable way that

the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event an Insured recovers damages from the Third Party responsible for the loss, the Insured will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. Subrogation does not apply to reimbursement of medical, surgical, Hospital, or funeral expenses.

**Arbitration:** Any claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association in accordance with the Uniform Arbitration Act 710 ILCS 5/1 et seq within a reasonable time limit (30 days after the parties agree to arbitrate their dispute is a reasonable time limit for selecting and appointing independent arbitrators; 15 days is a reasonable time limit for an expedited review provision). The arbitration may be binding on both parties or non-binding upon the Insured, but in all instances must be entered into on a voluntary basis. Arbitrators must be fair, impartial, and free of all conflicts of interest or the appearance of a conflict of interest. The rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs.

By voluntarily agreeing to enter into an arbitration proceeding, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in and by a court of law, except to the extent that Illinois law may provide for judicial review of arbitration proceedings.

An arbitration provision is not a substitute for a person's right to maintain a legal action if he or she so desires; and in no way affects or limits the person's ability to take legal action in a court of law, prior to voluntarily agreeing to enter into an arbitration proceeding. Furthermore, it in no way affects a person's ability to file a claim with the Illinois Department of Insurance in connection with a claim or dispute. To contact the Department write to: The Illinois Department of Insurance, Consumer Services Division, Springfield, Illinois 62767.

## **GENERAL CLAIMS PROVISIONS**

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

**Claim Forms:** When notice of claim is received by the Company or 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 sending 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.

**Time of Payment of Claims:** The Company or its designated representative, will pay the claim immediately after receipt of due and acceptable proof of loss.

**Payment of Claims:** Benefits for loss of life are payable to the Principal Insured, who is the beneficiary for all other Insureds. If: a) the Principal Insured predeceases an Insured; and b) a beneficiary is not otherwise designated by the Principal Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

Other than for loss of life, if any benefit is payable to: a) an Insured or the Principal Insured's beneficiary who is minor or otherwise not able to give a valid release; or b) the Principal Insured's estate: the Company may pay up to \$1,000.00 to the Principal Insured's beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company to the extent of such payment.

**Excess Insurance:** The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid. This provision does not apply to Baggage and Personal Effects or Collision Damage Waiver.

**Physician Examination and Autopsy:** The Company, at the expense of the Company, may have an Insured examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where law does not forbid it.

**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.

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

**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 the Company:** An Insured may be covered under only one travel policy with the Company for each Covered Trip. If an Insured is covered under more than one such policy, he or she may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

#### **TRAVEL INSURANCE IS UNDERWRITTEN BY:**

United States Fire Insurance Company, Eatontown, New Jersey under Policy / Certificate Form series TP-401-CW KS, 25901A KS, KS-PREGNANCY-OR, and Form# 25917.

#### **WHERE TO PRESENT A CLAIM**

**All claims should be presented to the Program Administrator:**

**CSA Travel Protection**  
P. O. Box 939057  
San Diego, CA 92193-9057  
**(800) 541-3522 (Toll-Free)**