

**Notice to State of Washington Residents:** This is not Your Description of Coverage. To obtain Your state-specific insurance policy, call 1.800 732 5309.

## TRAVMED CHOICE DESCRIPTION OF COVERAGE

For US Residents Traveling Outside the United States



Please keep this document with you while you travel.

Schedule of Coverage And Services	Maximum Benefits Per Person
<b>Part A – Medical Protection</b>	
Accident and Sickness Medical Expense .....	amount selected; maximum \$500,000
Deductible .....	amount chosen (\$100 or \$250)
In-Hospital Indemnity .....	\$100/day, maximum of 30 days
Dental.....	\$200 per tooth to a maximum of \$1,000
Incidental Trips to the Home Country sublimit .....	\$25,000
Extension of Benefits sublimit .....	\$5,000
Unexpected Recurrence of a Pre-Existing Condition sublimit.....	\$1,000
Emergency Evacuation .....	\$100,000
Repatriation of Remains .....	\$20,000
Emergency Reunion.....	\$10,000
Return of Minor Children .....	\$5,000
Hazardous Sports Rider .....	available to plan maximum
<b>Part B – Travel Protection</b>	
Trip Interruption .....	\$5,000
<b>Part C – Baggage Protection</b>	
Lost Baggage .....	\$250
<b>Part D – Travel Accident Protection</b>	
Accidental Death & Dismemberment...	\$25,000

### Part A - MEDICAL PROTECTION

**Accident and Sickness Medical Expense** The Insurer will pay benefits, up to the maximum shown on the Schedule of Coverages and Services and subject to the Deductible, if as the result of an Injury or Sickness while on Your Trip, You incur, within thirty days of the date of the Accident or onset of the Sickness, necessary Covered Medical Expenses, provided You received initial treatment while on the covered Trip. Covered Medical Expenses are Medically Necessary services and supplies which are recommended by the attending Physician. They include the services of a legally qualified Physician; charges for Hospital confinement and use of operating rooms; charges for anesthetics (including administration), x-ray examinations or treatments, and laboratory tests; ambulance service, drugs, medicines, prosthetics and therapeutic services and supplies; emergency dental treatment for the relief of pain. The Insurer will not pay benefits in excess of the reasonable and customary charges commonly Used by providers of medical care in the locality in which the care is furnished.

**Dental** The Insurer will pay benefits, up to \$200 per tooth for emergency dental treatment for Accidental Injury to sound natural teeth.

**Home Country Coverage** If during an incidental trip to your country of residence, you suffer an Injury or Sickness, the Insurer shall pay up to \$25,000 of expenses.

**Extension of Benefits** The Insurer shall pay for expenses related to an Injury or Sickness incurred on the covered Trip within 30 days from the original date of treatment, up to \$5,000.

**Unexpected Recurrence of a Pre-Existing Condition** The Insurer will pay up to \$1,000 for expenses related to the unexpected recurrence of a pre-existing condition.

**In-Hospital Indemnity** The Insurer will reimburse You \$100 per day up to 30 days for Hospital costs due to Accidental Injury or Sickness.

**Emergency Evacuation** The Insurer will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while You are on a Trip. Benefits payable are subject to the Maximum Amount per person shown on the Schedule for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes.

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

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

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

The Insurer will also pay reasonable and customary charges, up to the maximum escort limit shown on the policy, for escort expenses required by You, if You are disabled during a Trip and an escort is recommended in writing, by the Insurer's attending Physician and must be pre-approved by the Assistance Company.

**Transportation After Stabilization** In addition to the above covered expenses, if the Insurer has previously evacuated You to a medical facility, the Insurer will pay Your airfare costs from that facility to Your primary residence, within one year from Your original Scheduled Return Date, less refunds from Your unused transportation tickets. Airfare costs will be economy, or first class if Your original tickets are first class, or in business or first class as in compliance to Your medical necessities and requirements upon the discharge.

**Return of Minor Children** If You are hospitalized, the Insurer will pay subject to the limitations set out herein, for expenses to return to the United States where they reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred, but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.

**Emergency Reunion** If You are going to be hospitalized for more than 7 days following a Covered Emergency Evacuation Expense, the Company will pay for expenses to bring one person chosen by You to and from the Hospital or other medical facility where You are confined if You are alone, but not to exceed the cost of one round-trip economy airfare ticket.

**Emergency Evacuation** means Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained.

**Emergency Sickness** means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe

or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Trip.

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

**Repatriation of Remains** The Insurer will pay reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the covered Trip. This will not exceed the maximum shown on the Schedule of Coverage and Services.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, minimally necessary coffins for transport, and transportation.

### Part B - TRAVEL PROTECTION

**Trip Interruption** The Insurer will pay a benefit, up to the maximum shown on the Schedule of Coverage and Services, if You are prevented from continuing on Your covered Trip due to the following Unforeseen events:

- Death of Your Family Member.
- Having Your principal place of residence made uninhabitable by fire, flood, or other Natural Disaster.

The Insurer will reimburse You for the airfare paid to return home (limited to the cost of one-way Economy Fare by scheduled carrier, from the point of destination to the point of origin shown on the original travel tickets) less the value of applied credit from an unused return travel ticket.

### Part C - BAGGAGE PROTECTION

**Lost Baggage** The Insurer will pay benefits if Your Checked Baggage is lost due to theft or misdirection or damaged by a Common Carrier while You are on a Covered Trip and are a ticketed passenger on the Common Carrier. The Insurer will pay the lesser of the following: Actual Cash Value at the time of the loss, less depreciation as determined by the Insurer, or the cost of repair or replacement. Per article, there is a limit of \$50.

All claims must be verified by the Common Carrier who must certify the loss or theft occurred while in possession of the Common Carrier.

This coverage is secondary to any coverage provided by a Common Carrier and all other valid and collectible insurance indemnity and shall apply only when such other benefits are exhausted.

## Part D - TRAVEL ACCIDENT PROTECTION

**Accidental Death & Dismemberment** If You sustain an Injury while on the Trip, which results in loss of life, actual severance of limb, or entire and irrecoverable loss of: eyesight, speech, or hearing; within 365 days of the date of the Accident, the Insurer will pay the largest applicable amount as follows: the full benefit amount is paid for loss of life, two hands or two feet, speech, and hearing in both ears, one hand, and one foot, sight in both eyes, one hand or one foot, and sight in one eye. One-half of the benefit amount is paid for loss of one hand or one foot. In no event will the Insurer pay more than the maximum amount shown on the Schedule of Coverage and Services for all losses due to the same Accident.

**Exposure** The Insurer will pay benefits for covered losses which result from You being unavoidably exposed to the elements due to an Accident.

**Disappearance** The Insurer will pay benefits for loss of life if Your body cannot be located one year after the disappearance of the conveyance in which You were a passenger due to forced landing, stranding, sinking, or wrecking.

### EXCLUSIONS

The following exclusions apply to Parts A, B, and D:

- 1) Suicide, attempted suicide, or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only) committed by You or Your Traveling Companion;
- 2) War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; Participation in any military maneuver or training exercise;

#### Standard Exclusion:

- 3) Participating in bodily contact sports; skydiving; hanggliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest, scuba diving, spelunking or caving, heliskiing, extreme skiing;

#### Exclusion if Hazardous Sports premium has been paid:

- 3) Participating in bodily contact sports; skydiving; hanggliding; parachuting; any race; and speed contest; heliskiing; extreme skiing;
- 4) Participation as a professional in athletics;
- 5) Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6) Being under the influence of drugs or intoxicants unless prescribed by a Physician;
- 7) Commission or the attempt to commit a criminal act by the You or Your Traveling Companion;
- 8) Pregnancy and childbirth;

9) Dental treatment except as a result of Accidental Injury to sound, natural teeth within twelve (12) months of the Accidental Injury;

10) Pre-Existing Conditions, (except Emergency Evacuation and Repatriation of Remains);

11) Mental or emotional disorders, unless hospitalized;

12) Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;

13) Traveling for the purpose of securing medical treatment;

14) Services not shown as covered;

15) Care or treatment which is not medically necessary;

16) Care or treatment that is payable under any Insurance policy that does not require deductible and/or coinsurance payments by the Insured;

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

18) Cosmetic surgery except for reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed;

19) Venereal disease or syphilis.

The following exclusions apply to Baggage/Personal Effects Coverage only in Part C:

**ANY LOSS OR DAMAGE TO** animals; automobiles and their equipment; boats; trailers, motors; motorcycles; other conveyances and their equipment (except bicycles while checked as Baggage with a Common Carrier); eyeglasses, sunglasses, and contact lenses; artificial teeth and dental bridges; hearing aids; prosthetic limbs; money, securities, and documents; tickets.

**ANY LOSS CAUSED BY OR RESULTING FROM** wear and tear, gradual deterioration; insects or vermin; inherent vice or damage; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; and property shipped as freight or shipped prior to the Scheduled Departure Date.

### DEFINITIONS

1) "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

2) "Accidental Injury" means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the loss.

3) "Actual Cash Value" means purchase price less depreciation.

4) "Assistance Company" means the service provider with which the Insurer has contracted to coordinate and deliver

emergency travel assistance, medical evacuation, and repatriation.

5) "Bodily Injury" means identifiable physical Injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such Injury, is the direct cause of death or dismemberment of You within twelve months from the date of the Accident.

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

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

8) "Covered Trip" means any class of scheduled trips, tours or cruises shown in the application for which You request coverage and remit the required plan cost.

9) "Dependent Child(ren)" means Your child (or children), including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

10) "Effective Date" means the date and time Your coverage begins, as outlined in the General Provisions section of this policy.

11) "Family Member" means Your legal or common law spouse, parent, natural or adopted child, brother, sister.

12) "Individual Coverage Term" means the period of time beginning when You have been enrolled for coverage under the Policy and for whom the required premium has been paid.

13) "Injury" means Bodily Injury caused by an Accident occurring while this policy is in force, and resulting directly and independently of all other causes in loss covered by the policy. The Injury must be verified by a Physician.

14) "The Insurer" means Arch Insurance Company.

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

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

17) "Policy" shall mean this document, the Application and any endorsements, riders or amendments that will attach during the period of coverage.

18) "Pre-Existing Condition" means any Injury, Sickness or condition of Yourself, for which medical advice, diagnosis,

care or treatment was recommended or received with the 180-day period ending on the Effective Date. Conditions are not considered pre-existing if the condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

19) "Physician" means a licensed practitioner of medical, surgical, or dental services acting within the scope of his/her license. The treating Physician may not be Yourself, or a Family Member.

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

21) "Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or to a different final destination.

22) "Sickness" means illness or disease which is diagnosed and treated by a Physician on or after the Effective Date of the protection plan and while You are covered under this plan.

23) "Trip" means any trip taken during the Individual Coverage Term.

24) "Unforeseen" means not anticipated or expected and occurring after the Effective Date of the policy.

25) "You," "Your," or "the Insured" means a person who has purchased a Trip and who has paid the required plan cost for the protection plan provided herein.

### GENERAL PROVISIONS

**CONTRACT** The policy, applications, riders, and endorsements, if any, make up the entire contract. No change in the policy is valid unless it is signed by an executive officer of the Insurer. No agent has the power to change this policy.

**RECORDS** As required by the Insurer, the participating organization must keep a record of the insurance for all Insureds. The Insurer can inspect these records while coverage is in effect and for one year after it ends or until final adjustment and settlement of claims hereunder, whichever is later.

**CLERICAL ERRORS** The Insurer will not deny or cancel coverage on an Insured because of clerical error by the participating organization or by the Insurer. After an error is found, the Insurer will take appropriate action. This may include adjusting, collecting, or refunding premium.

**CONTESTING THIS POLICY** The Insurer relies on statements made by the participating organization in the application. If there is no fraud, the participating organization's statements: (a) are considered representations and not warranties; and (b) will not be used to void the policy or reduce any claim. The Insurer will not contest the policy after it has been in effect for two (2) years, except for fraud.

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

**CONTROLLING LAW** Any part of this policy that conflicts with the state law where the policy is issued is changed to meet the minimum requirements of that law.

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

**SUBROGATION** To the extent the Insurer pays for a loss suffered by an Insured, the Insurer will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. The Insured must help the Insurer to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Insurer may reasonable require. If the Insurer takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Insurer.

**ASSIGNMENT** This policy is not assignable but benefits may be assigned.

#### **CANCELLATION AND NON-RENEWAL**

Cancellation by the participating organization or Insured: The participating organization or Insured has the right to cancel this policy at any time by giving advance notice to the Insurer (stating when thereafter the cancellation shall be effective). Cancellation by the Insurer: The Insurer has the right to cancel this policy at any time and for any reason within the first sixty (60) days. The Insurer will mail all notice of cancellation thirty (30) days prior to the Effective Date of cancellation on a policy which has been in force sixty (60) days or less. A specific explanation for cancellation will be given. On a policy which has been in force sixty-one (61) days or more, the Insurer will mail advance notice of cancellation sixty (60) days prior to cancellation. After this policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons: (a) Non-payment of premium; (b) The policy was obtained through a material misrepresentation; (c) Any participating organization or Insured violating any of the terms and conditions of the policy; (d) The risk originally accepted has measurably increased. The Insurer will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

#### ***Non-renewal by the Insurer:***

The Insurer has the right to non-renew this policy effective on any annual policy anniversary date. All notices of non-renewal will be mailed to the participating organization or Insured at the last mailing address known to the Insurer, at

least sixty (60) days prior to the Effective Date of non-renewal and shall provide a specific explanation of the reasons for non-renewal.

**POLICY TERM** The period beginning on the Effective Date and continuing or a period indicated in the policy. The policy term shall automatically renew continuously for successive one-year periods (policy anniversary date), thereafter until cancelled or non-renewed pursuant to the terms of this policy.

**WHEN AN INSURED'S COVERAGE BEGINS** All coverage will take effect at 12:01 A.M. local time, at the location of the Insured, on the Scheduled Departure Date provided: (a) coverage has been elected; and (b) the required premium has been paid.

**WHEN AN INSURED'S COVERAGE ENDS** An Insured's coverage will end at 11:59 local time on the date which is the earliest of the following: (a) the date the policy is terminated, unless the Insured purchased insurance prior to the date of termination; (b) the Scheduled Return Date as stated on the travel tickets; (c) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date; (d) the date the Insured leaves or changes his/her Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the policy); (e) the time the policy terminates; (f) If the Insured extends the return date, coverage will terminate at 11:59 P.M., local time, at the location of the Insured on the Scheduled Return Date; (g) The date the Insured cancels their covered Trip; (h) When the Insured is less than 100 miles from their primary residence; (i) Any Trip that exceeds 365 days.

**EXTENDED COVERAGE** All coverage under the policy will be extended, if: (a) the Insured's entire Trip is covered by the policy; and (b) the Insured's return is delayed by covered reasons specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her

Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**PREMIUMS** The Insurer provides insurance in return for premium payments. Premium must be remitted on behalf of the Insureds to the Insurer or to its authorized representative.

**AMOUNT OF PREMIUM** The amount of premium due from the participating organization is calculated by multiplying the number of Insureds in each class by the amounts due for the benefits for that class and adding the total amounts due for each class. The amount of premium due for each Insured is obtained by adding the total rate charged for each benefit provided for that Insured.

#### **MODE OF PREMIUM:**

**Insured** The required premium must be paid to the participating organization or its authorized representative prior to the Scheduled Departure Date of the Covered Trip.

**Participating Organization** The Participating Organization will pay the premium according to the schedule noted in the travel protection policy application.

**PREMIUM RATE CHANGE** The Insurer has the right to change premium rates on any premium due date. The Insurer will give the participating organization thirty-one (31) days advance notice in writing of any such change. The Insurer can also change the rates when any change affecting rates is made in the policy.

**ARBITRATION** Notwithstanding anything in this policy to the contrary, any claim arising out of or relating to this contract, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with its commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble, or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses. **This section does not apply to Kansas residents.**

**NOTICE OF CLAIM** Written notice of claim must be given to the Insurer or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include the Insured's name and policy number.

**PROOF OF LOSS** The claimant must send the Insurer, or its designated representative, proof of loss with ninety (90) days after a covered loss occurs or as soon as reasonably possible.

**PAYMENT OF CLAIMS** The Insurer, or its designated representative, will pay a claim after receipt of acceptable proof of loss. In the event the Insured is a minor, incompetent, or otherwise unable to give a valid release for the claim, the Insurer may make arrangement to pay claims to the Insured's legal guardian, committee, or other qualified representative. All or a portion of all other benefits provided by this policy may, at the option of the Insurer, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured. Any payment made in good faith will discharge the Insurer's liability to the extent of the claim. The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by

other Insurance Policies. In no event will the Insurer reimburse the Insured for an amount greater than the amount paid by the Insured.

**PHYSICAL EXAMINATION AND AUTOPSY** The Insurer, or its designated representative, at their own expense, have the right to have the Insured examined as often as reasonably necessary while a claim is pending.

The Insurer, or its designated representative, also have the right to have an autopsy made unless prohibited by law.

#### ***The following provisions apply to Lost Baggage coverage only:***

**NOTICE OF LOSS** If the Insured's property covered under this policy is lost, stolen, or damaged, the Insured must: (a) notify the Insurer, or its authorized representative as soon as possible; (b) take immediate steps to protect, save, and/or recover the covered property; (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage; (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**PROOF OF LOSS** The Insured must furnish the Insurer, or its designated representative, with proof of loss. This must be a detailed sworn statement. It must be filed with the Insurer, or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under this policy.

**SETTLEMENT OF LOSS** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Insurer and the Insurer has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of loss and the value involved to the Insurer.

**VALUATION** The Insurer will not pay more than the Actual Cash Value of the property at the time of loss. Damage will be estimated according to Actual Cash Value with proper deduction for depreciation. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

**DISAGREEMENT OVER SIZE OF LOSS** If there is a disagreement about the amount of the loss, either the Insured or the Insurer can make a written demand for an appraisal. After the demand, the Insured and the Insurer will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Insurer will pay the appraiser they choose. The Insured will share equally with the Insurer the cost for the arbitrator and the appraisal process.

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

#### STATE EXCEPTIONS

##### CALIFORNIA RESIDENTS:

This plan contains disability insurance benefits or health insurance benefits, or both, that only apply during the covered Trip. You may have coverage from other sources that already provides You with these benefits. You should review Your existing policies. If You have any questions about Your current coverage, call Your insurer or health plan.

##### ILLINOIS RESIDENTS:

**The following definitions are revised:**

**“Accidental Injury”** means Bodily Injury caused by an accident being the direct and independent cause in the loss.

**“Bodily Injury”** means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of sickness, disease, or bodily infirmity, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is the direct cause of Your death or dismemberment within twelve months from the date of the Accident.

Letter (b) is deleted from the definition of “Pre-Existing Conditions”

**The following definition is added:**

**“Intoxication”** is that which is defined by the laws of the state where the loss or cause of loss was incurred.

**The following sections are added to General Provisions:**

**INSURANCE WITH OTHER COMPANIES** If there is other valid coverage, not with this company, providing benefits for the same loss on other than an expense-incurred basis and of which this company has not been given written notice prior to the occurrence or commencement of loss, the only ability for such benefits under this policy shall be for such proportion of the indemnities otherwise provided hereunder for such loss as the like indemnities of which the company had notice (including the indemnities under this policy) bear to the total amount of all like indemnities for such loss, and for the return of such portion of the premium paid as shall exceed the pro-rata portion for the indemnities thus determined.

**ARBITRATION** An arbitration provision is not a substitute for a person’s right to maintain a legal action if they so desire; and in no way affects or limits a person’s ability to take legal action in a court of law, prior to voluntarily agreeing to enter into an arbitration proceeding. Any controversy or 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 and in accordance with the Uniform Arbitration Act within reasonable time limit (30 days after the parties agree to arbitrate their dispute is a reasonable time limit for selected and appointing independent arbitrators, 15 days is a reasonable time limit for an expedited review provision). The arbitration may be binding on both parties, but in all instances must be entered into on a voluntary basis. Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest. 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 a court of law, except to the extent that Illinois law may provide for judicial review of arbitration proceedings.

**TIME PAYMENT OF CLAIMS** Claims payable under this policy shall begin to be paid in period payments no later than the 30th day after the Insured received notice of a health care selection. All subsequent payments will be made in accordance with the monthly periodic cycle. Failure to pay within such period shall entitle the payee to interest at the rate of 9% per annum from the 30th day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. Any required interest payments shall be made within 30 days after the payment.

**The following Exclusion is deleted** (3) participating in bodily contact sports.

**Exclusion #2 is revised to read:** “War, invasion, hostilities between nations (whether declared or not), civil war;

##### KANSAS RESIDENTS:

The Subrogation provision does not apply to medical, surgical, Hospital, or funeral expenses.

**Legal Actions is revised as follows:** “No legal action for a claim can be brought against us more than five (5) years after the time required for giving proof of loss.”

**A Claim Forms provision was added:** “The Insurer, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent to the loss for which claim is made.”

**A Time of Payment of Claims provision was added to the policy:**

“Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of

such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.”

**A definition of “Usual, Customary, and Reasonable” was added to the policy:** “charges commonly Used by Physicians in the locality in which care is furnished, as determined by the Administrator’s database (Ingenix, Medicaid, other) and updated at least every 6 months.”

**Exclusion #7 is revised to read:** “Commission or the attempt to commit a criminal act.”

##### MARYLAND RESIDENTS:

If this policy is financed by a premium financed by a premium finance company and we (the Insurer) or the premium finance company or the first-named insured cancels the policy, the refund will be pro rata excluding any expense constant, administrative fee, or nonrefundable charge filed with and approved by the insurance commissioner.

Legal Actions provision in the policy was revised to provide 3 years (not 2) for an insured to file a legal action against the insurance company. The Cancellation and Nonrenewal provision in the policy is revised to provide at least 45 days notice of cancellation by the company for any reason other than non-payment of premium. The provision is also revised to state that “All notices will be sent to the insured by certificate of mailing.”

##### MISSOURI RESIDENTS:

**“Bodily Injury”** means identifiable physical Injury which: (a) is caused by an Accident, and (b) solely and independently of Sickness, disease, or bodily infirmity, except illness resulting from, or medical or surgical treatment rendered necessary by such Injury, is the direct cause of death or dismemberment of the Insured within twelve months from the date of the Accident. Subrogation is not permitted in Missouri.

##### NEW YORK RESIDENTS:

Residency and citizenship do not apply to and are not requirements for coverage in relation to the Accidental Death & Dismemberment, Air Common Carrier Accidental Death & Dismemberment, Sickness Medical Expense, Accident Medical Expense, Emergency Evacuation, Repatriation of Remains, benefits.

The Repatriation benefit is limited to the cost of transporting the body. Coverage for “embalming, cremation, and casket for transport” is deleted.

**Exclusion #1 is revised to read:** Suicide or attempted suicide or intentionally self-inflicted injuries.

**The following exclusions are deleted:** (3) Participating in bodily contact sports; skydiving; hang-gliding; parachuting; mountaineering; any race; bungee cord jumping; and speed contest; (4) Participation as a professional in athletics; (6) Being under the influence of drugs or intoxicants, unless prescribed by a Physician, unless results in the death of a non-traveling immediate Family Member; (7) Commission or the attempt to commit a criminal act.

Subrogation is limited to situations in which the settlement or judgment received from a third party specifically identifies or allocates monetary sums directly attributable for expenses for which the Insurer paid benefits.

##### OREGON RESIDENTS:

**Exclusion #2 is revised to read:** “War or act of war (whether declared or not);”

**The following General Provisions sections are deleted:** Records, Clerical Errors, Contesting This Policy, Legal Actions, Controlling Law, Cancellation and Non-Renewal, Policy Term, Premium, Amount of Premium, Mode of Premium, Premium Rate Change, and Claims.

**The following General Provisions sections have been revised:**

**MISREPRESENTATION AND FRAUD** All statements and descriptions in any enrollment form for this policy by or in behalf of You or any other Insured, shall be deemed to be representations and not warranties. Misrepresentations, omissions, concealments of facts and incorrect statements shall not prevent a recovery under the policy unless the misrepresentations, omissions, concealments of fact, and incorrect statements: (a) Are contained in a written statement for the insurance policy, and a copy of such statement is attached to the insurance policy when issued; (b) Are shown by the Insurer to be material, and the Insurer also shows reliance thereon; and (c) Are either fraudulent or material either to the acceptance of the risk or to the Hazard assumed by the Insurer.

**ARBITRATION** Notwithstanding anything in this policy to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration administered by the American Arbitration Association in accordance with its commercial rules except to the extent provided otherwise in this clause. Arbitration is by mutual consent by all parties and Oregon courts will have jurisdiction over such arbitration. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble, or exemplary damages, however so denominated. If more than one covered person is involved in the same dispute arising out of the same policy and relating to the same loss or claim, all such covered persons will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be

construed to impair the rights of the covered persons to assert several, rather than joint, claims or defenses.

**NOTICE OF CLAIM** Written notice of claim must be given by the Claimant (either You or someone acting on Your behalf) to the Insurer or its designated representative within fifteen (15) days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name and the plan number. Notice should be sent to the Insurer's administrative office, at the address shown on the cover page of the policy, or to the Insurer's designated representative.

**DISAGREEMENT OVER SIZE OF LOSS** If there is a disagreement about the amount of the loss either You or the Insurer can make a written demand for an appraisal. Such request for appraisal will be by mutual consent and take place in Oregon according to Oregon law. After the demand, You and the Insurer will each select Your own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. You pay for the appraiser selected by You. The Insurer will pay the appraiser they choose. You will share equally with the Insurer the cost for the arbitrator and the appraisal process.

**TEXAS RESIDENTS:**

The Legal Actions provision is revised to permit suits against the insurers within 2 years and one day after the loss.

***The Cancellation and Nonrenewal provision is revised so that it states*** "The Insurer cannot cancel or refuse to renew a policy or contract of insurance based solely on the fact that the policyholder in question is an elected official."

***The following definitions are revised as follows:***

***"Physician"*** means a licensed practitioner of medical, surgical, the healing arts, or dental services acting within the scope of his/her license. The treating Physician may not be the Insured, a Traveling Companion, or a Family Member.

**Notice to State of Washington Residents:** This is not Your insurance policy. To obtain Your state-specific insurance policy, call 1-800-732-5309.

You are entitled to cancel the policy within 14 days of Your purchase date with a full refund provided You have not already departed on Your Trip. Under Accident and Sickness Medical Expense, You are eligible for coverage if You receive any treatment within 365 days of the Accident or 30 days of the onset of the Sickness.

"Excess Insurance Provision" is not applicable.

**This Insurance, under policy #AIC-TRVL-P (2/03) is underwritten by: Arch Insurance Company, with its principal place of business in New York, NY**

**Policy terms and conditions are briefly outlined in this Description of Coverage. Complete provisions pertaining to this insurance are contained in the Master Policy on file with American Group Travel Trust, BankNewport as Trustee. The use of a Trustee is not permitted in Kansas, New York, Oregon, Texas or Washington. In the event of any conflict between this Description of Coverage and the Master Policy, the Master Policy will govern.**

**Plan is designed by MEDEX**