



RoamRight is a registered trade name and brand used by Arch Insurance Company and is owned by Arch Capital Group (U.S.) Inc. All insurance products are offered and underwritten by Arch Insurance Company.

**ROAMRIGHT
AUTO RENTAL INSURANCE PLUS**

Underwritten By:
Arch Insurance Company
Administrative Office: Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107

Administered By:
RoamRight
Executive Plaza IV
11350 McCormick Rd., Suite 102
Hunt Valley, MD 21031

INDIVIDUAL TRAVEL PROTECTION POLICY

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

If You are not satisfied for any reason, You may return Your policy to RoamRight within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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

John Mentz
President

Patrick Nails
Secretary

SCHEDULE OF BENEFITS

Benefits	Maximum Benefit Amount
Coverage For Your Belongings and Property of Others	
Baggage and Personal Effects.....	\$500
Per item.....	\$250
Special Limitations Combined Maximum	\$500
Rental Car Damage.....	\$35,000

SECTION I – COVERAGES

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

COVERAGE FOR YOUR BELONGINGS AND PROPERTY OF OTHERS

BAGGAGE AND PERSONAL EFFECTS

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

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

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

Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

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

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$250.

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

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

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

If You have checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

The following exclusions and limitations apply to Baggage and Personal Effects

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

- 1) animals;
- 2) automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;
- 3) bicycles, except when checked as baggage with a Common Carrier;
- 4) household effects and furnishings; antiques and collector items;
- 5) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, or retainers, or other orthodontic devices or hearing aids;
- 6) artificial limbs or other prosthetic devices;
- 7) keys, money, and credit cards (except as otherwise specifically covered herein); securities, stamps, tickets, and documents (except as coverage is otherwise specifically provided herein);
- 8) sporting equipment if the loss results from the use thereof;
- 9) professional or occupational equipment or property, whether or not electronic business equipment;
- 10) cell phones, PDAs and similar mobile devices, laptop or tablet computers.

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

- 1) breakage of brittle or fragile articles;
- 2) wear and tear or gradual deterioration;

- 3) confiscation or appropriation by order of any government or custom's rule;
- 4) theft or pilferage while left in any unlocked or unattended vehicle;
- 5) property illegally acquired, kept, stored or transported;
- 6) Your negligent acts or omissions;
- 7) property shipped as freight or shipped prior to the Scheduled Departure Date;
- 8) electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- 9) insects, vermin or inherent vice.

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

RENTAL CAR DAMAGE

If You rent a Rental Car while on Your Trip and while in Your possession the car is: 1) damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control; or 2) stolen and not recovered, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b. the Actual Cash Value of the Rental Car; or
- c. the Maximum Benefit Amount shown in the Schedule of Benefits.

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

The following exclusions and limitations apply to Rental Car Damage

We do not cover loss arising from or due to:

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, off road vehicles, recreational vehicles or Exotic Vehicles;
3. any loss that occurs if You or anyone traveling with You 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 Car: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication that 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 Car; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

The following duties in the event of loss apply to Rental Car Damage:

1. You must take all reasonable, necessary steps to protect the Rental Car and prevent further damage to it;
2. You must report the loss to the appropriate local authorities and the rental company as soon as possible;
3. You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
4. You must provide Us all documentation such as rental agreement, police report and damage estimate.

SECTION II - DEFINITIONS

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

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

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

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

"Caregiver" means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A

Caregiver is not a babysitter; childcare service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

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

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

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

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

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

“Exotic Vehicles” means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer’s Suggested Retail Price (MSRP) over \$50,000.

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

“Insured” means the person named on the Confirmation of Benefits who: (a) is scheduled to participate on a Trip; (b) completes any required enrollment form; and (c) for whom the required premium has been paid. Insured also means “You” and “Your”.

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

“Rental Car” means a private passenger vehicle (including mini-vans and sport utility vehicles) rented from a rental car agency and being used solely for transportation on public roads.

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

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

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

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

“Travel Supplier” means any entity or organization that coordinates or supplies travel services for You: 1) from whom this policy is offered; and 2) with whom You booked Your Travel Arrangements.

“Traveling Companion” means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

“Trip” means a scheduled trip of 31 days or less in length; 1) for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date; and 2) is 100 miles or more from Your primary residence.

SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

1. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
2. participating in maneuvers or training exercises of an armed service or police force of any country.

SECTION IV – COVERAGE PROVISIONS

Who Is Eligible For Coverage

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

When Coverage Begins and Ends

When Coverage Begins:

All Other Coverages: Coverage begins at 12:01 AM on the date when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages.

When Coverage Ends:

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

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

SECTION V – CLAIMS PROVISIONS

Your duties in event of a loss:

For Baggage and Personal Effects:

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

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

Where to Report a Claim:

Arch Insurance Company
Executive Plaza IV
11350 McCormick Rd., Suite 102
Hunt Valley, MD 21031
Phone: 1-855-762-6252
Fax: 1-443-279-2901
Email: claims@roamright.com
Website: www.roamright.com

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

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

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

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

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

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

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

SECTION VI - GENERAL PROVISIONS

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

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

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

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

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

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

The following provisions apply to Baggage/Personal Effects coverages:

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

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

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



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All insurance products are offered and underwritten by Arch Insurance Company.

STATE EXCEPTIONS FOR AUTO RENTAL INSURANCE PLUS

Alabama Residents

Form #: 05 LTP0041 01 11 13

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

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

Arkansas Residents

Form #: 05 LTP0041 04 10 13

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

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

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

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

California Residents

Form #: 05 LTP0041 05 04 14

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

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

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

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

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

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

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

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

Entire Contract, Changes: This policy, including the Schedule of Benefits or Confirmation of Benefits, endorsements and attached papers, if any, constitute the

entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

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

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

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

Proof of Loss: You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

WRITTEN NOTICE TO CALIFORNIA RESIDENTS REGARDING TRAVEL INSURANCE PURCHASE

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

Colorado Residents

The following notice will appear at the bottom of the front page of the Policy:
"THIS IS A SUPPLEMENTAL POLICY THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS POLICY CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS POLICY CAREFULLY TO AVOID A DUPLICATION OF COVERAGE."

In SECTION III – POLICY LIMITATIONS AND EXCLUSIONS, the exclusion referencing suicide is deleted and replaced as follows:

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

In SECTION VI - GENERAL PROVISIONS, the following is added to appear as the 1st provision:

Conformity with Colorado Amended Regulation 4-2-34: The following is a directory which cross-references the section names in 5.B. with those appearing in this Policy:

1. Schedule of Benefits;
2. Title (Cover Page);
3. Contact Us – cross reference is SECTION V – CLAIMS PROVISIONS;
4. Table of Contents – cross reference is Cover Page;
5. Eligibility – N/A as all are eligible;
6. N/A – not a managed care plan;
7. Benefits/Coverage – cross reference is SECTION I – COVERAGES;
8. Regarding Limitations and Exclusions – cross reference is SECTION III – POLICY LIMITATIONS AND EXCLUSIONS;
9. N/A – no members, not a managed care plan;

10. Claims Procedures – cross reference is SECTION V – CLAIMS PROVISIONS;
11. General Policy Provisions – cross reference is SECTION VI – GENERAL PROVISIONS;
12. N/A – no termination;
13. Appeals and Complaints – cross reference is SECTION V – CLAIMS PROVISIONS;
14. N/A – no policy or rate changes;
15. Definitions – cross reference is SECTION II – DEFINITIONS.

Connecticut Residents

Form #: 05 LTP0041 07 04 14

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

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

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

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

District of Columbia Residents

Form #: 05 LTP0041 09 07 13

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

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

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

Georgia Residents

Form #: 05 LTP0041 11 06 13

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

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

Illinois Residents

Form #: 05 LTP0041 14 10 13

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

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

Under **Section I, Coverages, Rental Car Damage, Exclusions and Limitations, Items 6 and 7**, are deleted and replaced as follows:

6. any loss as the result of or attributed to driving the Rental Car: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; 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 Car; wear and

tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; or any consequence of war (declared or otherwise).

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

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

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

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

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

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

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

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal

action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the whole claim or any part of the claim is denied.

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

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

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

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

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

The following disclaimer has been added to the policy:

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

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

If You are not satisfied for any reason, You may return Your policy to Us within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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

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

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

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

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

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

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

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

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

good faith shall fully discharge Us to any party to the extent of such payment.

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

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Rental Car Damage) or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid. This Excess Insurance provision does not apply to Optional Medical Coverage Upgrade, Accident Medical Expense, Sickness Medical Expense or Accident & Sickness Medical Expense coverage under this policy.

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

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

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

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

thereto; or You conceal, for the purpose of misleading, information concerning any fact material thereto.

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

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

Louisiana Residents
Form #: 05 LTP0041 19 11 13

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

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

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

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

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

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

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

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

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

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

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

Maine Residents
Form #: 05 LTP0041 20 11 13
The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to RoamRight within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

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

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

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

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

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

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

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

- a) nonpayment of premium;
- b) fraud or material misrepresentations made by or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- c) substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to, an increase in exposure due to rules, legislation or court decision;
- d) failure to comply with reasonable loss control recommendations;
- e) substantial breach of contractual duties, conditions or warranties; or

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

Nonrenewable: This is a nonrenewable policy.

Maryland Residents
Form #: 05 LTP0041 21 10 13

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

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

Minnesota Residents
Form # 05 LTP0041 24 11 13

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

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

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

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

Our rights do not apply against any person insured under any other Policy or coverage part issued by Us with respect to the same occurrence or loss if the loss or occurrence

arose out of non-intentional acts of such person.

Mississippi Residents
Form #: 05 LTP0041 25 10 13

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

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

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

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

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

Payment of Claims: We or Our designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, We will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides Us with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by Us of the requested additional satisfactory documentation. If a claim is not denied by Us for valid reasons within the above stated

timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 ½ %) per month from the date payment was due until final claim settlement or adjudication.

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

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

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

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

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

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

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

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

Missouri
Form #: 05 LTP0041 26 12 13

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

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

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

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

Oklahoma Residents
Form #: 05 LTP0041 37 11 13
The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to RoamRight within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

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

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

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

Concealment and Misrepresentation: The entire coverage will be cancelled, if

before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

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

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

Oregon Residents
Form #: 05 LTP0041 38 06 13
Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

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

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

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

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

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

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

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

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

South Carolina Residents
Form #: 05 LTP0041 41 07 13

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

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

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

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

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

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

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

South Dakota Residents
Form #: 05 LTP0041 42 11 13

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

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

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

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

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

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

Tennessee Residents
Form #: 05 LTP0041 43 06 13

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

Arch Insurance Company
Administrative Office: Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107 Toll Free
Number: 1-866-413-5550

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

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

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

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible

to give proof of loss within such time. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

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

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

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

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

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

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

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

the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Such recovery by Us shall allow You to recover legal fees You incurred in a Third Party situation.

Texas Residents

Form #s:

05 LTP0041 44A 08 13

05 LTP0041 44B 10 13

The following disclosure has been added to Page 1 of the policy:

This policy is not automobile liability insurance and does not comply with any financial responsibility law. Your personal automobile insurance policy may or may not provide coverage for Your responsibility for the loss of or damage to a rented vehicle during the rental term. Before deciding whether to purchase this policy, You may wish to determine whether Your automobile insurance policy provides You with coverage for rental vehicle damage or loss. If You file a claim under Your personal automobile insurance policy, Your insurance company may choose not to renew your policy at Your renewal date, but Your insurance company may do so only if You are at fault for the claim.

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

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

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

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

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made if

during the investigation of the claim such additional requests are necessary. If acknowledgement of the claim is not made in writing, We will make a record of the date, means, and content of the acknowledgement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of such notice shall be sufficient notice of cancellation.

Nonrenewable: This is a nonrenewable policy.

Utah Residents

Form #: 05 LTP0041 45 10 13

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

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

Dispute Resolution is deleted from **Section I – Coverages, Security Deposit Waiver**, and moved to **Section IV, Coverage Provisions**:

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

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

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

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

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity except for Medical Expenses incurred from an Injury (and Rental Car Damage) or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance

or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

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

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

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

The following provisions apply to Baggage/Personal Effects coverage:

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

Virginia Residents

Form #: 05 LTP0041 47 12 13

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

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

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

Wisconsin Residents

Form #: 05 LTP0041 50 11 13

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

Subrogation: If We have made a payment for a loss under this coverage, and the

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

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

Wyoming Residents

Form #: 05 LTP0041 51 11 13

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

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

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

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

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

OPTIONAL EMERGENCY ROADSIDE ASSISTANCE SERVICES

Services offered by Road America:
CALL TOLL FREE:
(Within the United States and Canada)
855-286-8348
OR CALL COLLECT:
443-279-7335
(From all other locations)

Optional Emergency Roadside Assistance services are provided by Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club (Road America) an independent organization, and not by Arch Insurance Company. There may be times when circumstances beyond Road America's control hinder their endeavors to provide assistance services and to help You resolve Your emergency situation.

You are only eligible for Optional Emergency Roadside Assistance if You elect it in Your enrollment form and the required additional premium has been paid.

For any amount exceeding the program's \$100 per occurrence benefit limit, it will be Your responsibility to pay the service provider directly for the additional charges. Please note: Only one service call for the same cause will be covered during any seven-day period.

OPTIONAL EMERGENCY ROADSIDE ASSISTANCE SERVICES

This provides you with a brief outline of the services available to You when You are traveling 100 miles or more from Your primary residence. Terms, conditions, limitations and exclusions apply. All services must be arranged by the service provider, Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club (Road America). The Emergency Roadside Assistance Services listed in this section are **not insurance benefits**.

- Towing Assistance
- Battery Services
- Flat Tire Assistance
- Fuel, Oil and Water Delivery Service
- Lock-out Assistance
- Collision Assistance

The following services and vehicles are not included or covered:

1. Cost of parts, replacement keys, fluids, fuel, lubricants, cost of installation of products, material, and additional labor relating to towing. Any and all taxes or fines.
2. Non-emergency mounting or removing of any tires, snow tires, or chains. Shoveling snow from around a vehicle. Tire Repair. Motorcycles, trucks over one-and-a-half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial or delivery vehicles including vehicles used for racing, rentals, dealer services, dealer loaners, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Damage or disablement due to flood, fire, or vandalism.
3. Towing from or repair work performed at a service station, garage or repair shop. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Non-emergency towing or other non-emergency service. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. Towing as a result of a collision or accident. Extrication or Winching. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
4. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of any vehicle in the commission of a felony.
5. Repeated service calls for a vehicle in need of routine maintenance or repair. Services received independently from Road America without prior authorization from Road America. Only one disablement for the same service type during any seven day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE. The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program.