



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  
PRO PROGRAM**

**Underwritten By:**  
**Arch Insurance Company**  
Administrative Office: Harborside Three  
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 may describe optional coverages that You did not purchase. Make sure You carefully review the Schedule of Benefits to confirm the benefits and coverages for the program that You purchased.**

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the 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 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

**TABLE OF CONTENTS**

- SCHEDULE OF BENEFITS**
- SECTION I - COVERAGES**
- SECTION II - DEFINITIONS**
- SECTION III - POLICY LIMITATIONS AND EXCLUSIONS**
- SECTION IV - COVERAGE PROVISIONS**
- SECTION V - CLAIMS PROVISIONS**
- SECTION VI - GENERAL PROVISIONS**

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

John Mentz  
President

Patrick Nails  
Secretary

**SCHEDULE OF BENEFITS**

<b>Benefits</b>	<b>Maximum Benefit Amount</b>
<b>Part A – Travel Arrangement Protection</b>	
Trip Cancellation .....	Trip Cost
Trip Interruption and Delayed Arrival .....	150% of Trip Cost
Return Flight Cost .....	\$750
Occupancy Upgrade .....	Trip Cost
Itinerary Change.....	\$500
Missed Connection.....	\$500
Trip Delay.....	\$1,000 (\$200/day)

<b>Part B – Travel Insurance Benefits</b>	
Medical Evacuation and Repatriation of Remains .....	\$500,000
Political or Security Evacuation.....	\$100,000

<b>Coverage For Your Belongings and Property of Others</b>	
Baggage and Personal Effects.....	\$1,000
Per Item .....	\$250
Special Limitations Combined Maximum.....	\$500
Baggage Delay.....	\$300

<b>Optional Benefits</b>	
Optional Cancellation for Any Reason .....	75% of Non-Refundable Trip Cost(Up to \$15,000)
Optional Sports Coverage.....	\$1,000
Optional Sports and Business Equipment Rental .....	\$1,000
Optional Rental Car Damage .....	\$50,000

<b>Benefit</b>	<b>Included/Not Included</b>
Optional Baggage Upgrade.....	Included

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

## SECTION I – COVERAGES

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

### PART A – TRAVEL ARRANGEMENT PROTECTION

#### TRIP CANCELLATION

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

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

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

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

#### OPTIONAL CANCELLATION FOR ANY REASON

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

1. Your payment for this optional benefit has been received within the Time Sensitive Period; and
2. You insure 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions by the Travel Supplier; and
3. You cancel Your Trip 48 hours or more before Your Scheduled Departure Date.

This Cancel For Any Reason Benefit does not cover penalties associated with any air or other travel arrangements not provided by Travel Supplier or the failure of Travel Supplier to provide the bargained-for Travel Arrangements due to cessation of operations for any reason.

**Additional Trip Cancellation Benefits:** We will reimburse You for the following:

If Your Travel Supplier cancels Your Trip, We will reimburse You up to \$300 for the reissue fee charged by the airline to change Your tickets.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Us as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier as soon as reasonably possible.

#### TRIP INTERRUPTION AND DELAYED ARRIVAL

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

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

for a covered Unforeseen reason.

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

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's death, which occurs while You are on Your Trip; or

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

3. for **Other Covered Events** as defined;

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

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

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's death; or

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

3. for **Other Covered Events** as defined;

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

**Additional Trip Interruption Benefits:** If You have insured \$0 Trip cost, and You interrupt Your Trip for a covered Unforeseen reason, We will reimburse You for the additional cost incurred for one-way airfare (using the same class of fare as the original travel ticket) to return You to Your originally scheduled return destination, up to the Maximum Benefit Amount shown in the Schedule of Benefits.

**"Other Covered Events"** means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. You or Your Traveling Companion is the victim of a felonious assault within 10 days of the Scheduled Departure Date of Your Trip;
- c. Your or Your Traveling Companion's primary place of residence or destination is made Uninhabitable and remains Uninhabitable during Your scheduled Trip, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your primary place of residence within 10 days of departure;
- d. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- e. Strike that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- f. Inclement Weather that causes complete cessation of services of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- g. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster;
- h. Your or Your Traveling Companion's involuntary employment termination or layoff. Employment must have been with the same employer for at least 1 continuous year;
- i. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your or Your Traveling Companion's Trip;
- j. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment, including war. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- k. Bankruptcy or Default of an airline, or cruise line, or tour operator, other than an organization or firm from whom You purchased Travel Arrangements supplied by others causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. Coverage for this Other Covered Event only applies if Your payment for this policy is received within the Time Sensitive Period;
- l. the death or hospitalization of Your Host at Destination;

- m. mandatory evacuation ordered by local government authorities at Your Trip destination due to a Natural Disaster or a hurricane named after the Effective Date of Your coverage. You must have 50% or less of Your Trip length remaining at the time the mandatory evacuation ends in order to cancel or interrupt Your Trip and for this benefit to be payable;
- n. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Trip Delay Benefit;
- o. the primary or secondary school that You or Your Traveling Companion's Dependent child(ren) attends continues classes beyond the predefined school year, due to Unforeseen circumstances that: 1) occur after Your Effective Date for Trip Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;
- p. Your or Your Traveling Companion's pregnancy, provided the pregnancy occurs after Your Effective Date for Trip Cancellation, as verified by medical records;
- q. You or Your Traveling Companion are attending the childbirth of Your Family Member, provided the pregnancy occurs after Your Effective Date for Trip Cancellation, as verified by medical records.

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

In no event shall the amount reimbursed for Trip Interruption exceed 150% of the amount You prepaid for Your Trip.

### **OCCUPANCY UPGRADE**

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

### **ITINERARY CHANGE**

If Your Travel Supplier makes a change in Your Trip itinerary after Your Scheduled Departure Date which prevents You from participating in a prepaid event or activity, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for Your unused non-refundable event or activity expenses, provided the event or activity was:

- 1. prepaid prior to departure;
- 2. scheduled on Your Trip itinerary; and
- 3. no comparable event or activity of equivalent cost was rescheduled during the course of the Trip.

Verification by Your Travel Supplier of the change in the scheduled Trip itinerary will be necessary for claim payment.

### **MISSED CONNECTION**

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

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

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

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

### **TRIP DELAY**

If You are delayed for 6 hours or more while en route to, during or returning from Your Trip due to a covered Travel Hazard, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the expenses You incur for additional hotel nights, meals and local transportation while You are delayed.

For the purposes of this benefit:

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

- a) any delay of Your Common Carrier;
- b) a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report);
- c) Your or Your Traveling Companion's lost or stolen passports, travel documents or money (must be substantiated by a police report);

- d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;
- e) a road closure (substantiated by the department of transportation, state police, etc.) due to severe storms preventing You from getting to the point of departure for Your Trip;
- f) Your Sickness or Injury or the Sickness, Injury or death of Your Traveling Companion, or Family Member traveling with You.

Trip Delay Benefits will not be paid for: 1) any expenses which have been reimbursed, or 2) for any services that have been provided, by a Common Carrier or travel services provider.

## **OPTIONAL SPORTS COVERAGE**

If Your Trip is canceled or interrupted due to a covered Unforeseen reason, coverage is provided for the costs of unused non-refundable deposits and payments that were arranged separately from the vacation for pre-paid lift tickets, green fees, equipment rentals and lessons up to the amount shown in the Schedule of Benefits.

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

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

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

#### **Emergency Medical Evacuation**

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

#### **Medically Necessary Repatriation**

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

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

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

Transportation must be via the most direct and economical route.

**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your primary place of residence. The maximum amount payable is limited to the cost of transportation to Your primary place of residence.

#### **Repatriation of Remains**

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

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

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

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

**Transportation to Join You:** If You are or will be hospitalized for more than 7 days, We will pay, up to the cost of a single round-trip Economy Transportation ticket and, up to \$250 per day up to 5 days for expenses for hotel nights, meals and local transportation for one person chosen by You to visit Your bedside, provided You are traveling alone and emergency Medical Evacuation or non-emergency Medical Evacuation is not imminent.

**Transportation of Dependent Children:** If You die or are hospitalized for more than 7 days, We will pay, up to the cost of a single one-way Economy Transportation ticket (less the value of applied credit from any unused return travel tickets) per person, to return Your Dependent children (and any accompanying minor persons under Your care) who are left unattended

by Your death or hospitalization to their home (with an attendant, if considered necessary by Us or Our Program Assistance Provider).

## **POLITICAL OR SECURITY EVACUATION**

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

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

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

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

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

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

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

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

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

## COVERAGE FOR YOUR BELONGINGS AND PROPERTY OF OTHERS

### BAGGAGE AND PERSONAL EFFECTS

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

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

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

#### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

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

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); laptop or tablet computers; cell phones, PDA's and similar mobile devices; and other digital or electronic equipment or media; and sporting 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.

### BAGGAGE DELAY

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of reasonable additional clothing and personal items purchased by You while Your Baggage is delayed 12 hours or more from Your time of arrival at a destination other than Your return destination.

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

### OPTIONAL SPORTS AND BUSINESS EQUIPMENT RENTAL

If Your Business Equipment or sports equipment is lost, stolen, damaged, destroyed or delayed by a Common Carrier for 6 hours or more during Your Trip for the reasons covered by the Baggage and Baggage Delay benefits, We will reimburse You on a one-time basis, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the reasonable costs of renting Business Equipment or sports equipment during Your Trip.

A police report is required if Your Business Equipment or sports equipment is stolen. Documentation from the Common Carrier is required for proof of damage, delay, or loss by a Common Carrier. Original receipts and list of stolen, damaged or lost Business Equipment or sports equipment must be provided along with proof of loss providing amount of loss, date, time and cause of loss, and a repair estimate, if the Business Equipment or sports equipment is damaged.

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 per item for Business Equipment or sports equipment.



**The following exclusions and limitations apply to Baggage and Personal Effects, Baggage Delay and Sports and Business Equipment Rental:**

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.

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.

**OPTIONAL 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.

**OPTIONAL BAGGAGE UPGRADE**

When You purchase this Baggage Upgrade, the following coverage changes apply:

1. the Excess Insurance Provision does not apply to Baggage and Personal Effects; and
2. Benefits will be paid up to the Maximum Benefit Amount shown in the Schedule of Benefits under the Baggage Delay coverage, if Your checked Baggage is delayed or misdirected by a Common Carrier for more than six (6) hours, while on Your Trip (except for travel to Your final return destination or place of residence).

**SECTION II - DEFINITIONS**

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

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

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

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

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

**“Business Equipment”** means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.

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

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

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

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

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

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

19 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 10 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You;
- 3) Is not related by blood to You to a degree of closeness that would prohibit a legal marriage;
- 4) Neither You nor Your Domestic Partner is married to anyone else, or has any other Domestic Partner.

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

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

**“Elective Treatment and Procedures”** means any medical treatment or surgical procedure that is not medically required, including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority to be research or experimental or that is not recognized as a generally accepted medical practice.

**“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.

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

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

**“Host at Destination”** means a person with whom You are sharing pre-arranged overnight accommodations at the host’s usual principal place of residence.

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

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

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

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

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

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

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

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

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

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

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

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Your Traveling Companion, Business Partner or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy.

**“Program Assistance Provider”** means UnitedHealthcare Global.

**“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.

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

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

**“Terrorist Incident”** means an incident deemed a terrorist attack by the United States government.

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

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

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

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

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

**“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. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

**“Trip”** means a scheduled trip of 180 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.

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

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

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

### SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

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

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

#### Waiver of the Pre-Existing Condition Exclusion

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

- a) Your premium for this policy is received within the Time Sensitive Period; and
  - b) You insure 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions by the Travel Supplier; and
  - c) You are not disabled from travel at the time Your premium is paid; and
  - d) The booking for the Trip is the Insured's first and only booking for this travel period and destination.
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
  3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
  4. participating in maneuvers or training exercises of an armed service or police force of any country;
  5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
  6. participating as a professional in a stunt, athletic or sporting event or competition;
  7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race or speed contests, scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a dive master is not present during the dive; spelunking or bodily contact sports;
  8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  9. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
  10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
  11. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth, except as otherwise covered under Trip Cancellation or Trip Interruption, or voluntarily induced abortion;
  12. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures;
  13. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
  14. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default or to refund money due You;
  15. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy is in effect for You.

### SECTION IV – COVERAGE PROVISIONS

#### Who Is Eligible For Coverage

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

#### When Coverage Begins and Ends

#### When Coverage Begins:

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

Coverage begins at 12:01 a.m. at Your location on the day after the date the required premium for this policy to cover Your Trip is received by RoamRight.

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

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

**All Other Coverages:** Coverage begins 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:**

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

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

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

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

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

**SECTION V – CLAIMS PROVISIONS**

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

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

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

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

**Trip Delay or Missed Connection:**

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

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

**For Baggage and Personal Effects, Baggage Delay and Sports and Business Equipment Rental:**

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](mailto:claims@roamright.com)  
Website: [www.roamright.com](http://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.

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

## SECTION VI - GENERAL PROVISIONS

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

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

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

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

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You

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

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

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

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

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

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



**PRO PROGRAM**  
**Arch Insurance Company**  
Administrative Office: Harborside Three  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107

**NEW YORK P&C INDIVIDUAL TRAVEL PROTECTION POLICY AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is subject to all of the terms, provisions, exclusions and limitations of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern. This Individual Travel Protection Amendatory Endorsement is a part of the Policy to which it is attached. It is issued in consideration of payment of the required premium.

The Policy is hereby amended for **New York** as follows:

- A. The Free Look Period on Page 1 is deleted in its entirety.
- B. Wherever “**Optional Cancellation For Any Reason**” appears, it is deleted and will appear as “**Optional Trip Cancellation for Any Fortuitous Reason**”.
- C. In **SECTION I – COVERAGES, OPTIONAL CANCELLATION FOR ANY REASON**, where it appears, is deleted and replaced as follows:

**OPTIONAL TRIP CANCELLATION FOR ANY FORTUITOUS REASON**

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

- 1. Your payment for this policy has been received within the Time Sensitive Period; and
- 2. You insure 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions; and
- 3. You cancel Your Trip within two (2) days or more before Your Scheduled Departure Date.

“**Fortuitous Reason**” means an event of natural or human origin that: (1) could not have been reasonably foreseen or expected; (2) is out of Your control; and (3) is reasonably expected to cause or lead to the cancellation or interruption of Your Trip or some part of Your Trip.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Us as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Us as soon as reasonably possible.

- D. In **SECTION II, DEFINITIONS**, the following definitions have been deleted and replaced as follows:

“**Dependent**” means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is married or unmarried until attaining age 26 without regard to financial dependence, residency with You, student status or employment.

“**Hospital**” means a short-term, acute, general hospital, which: (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons; (2) has organized departments of medicine and major surgery; (3) has a requirement that every patient must be under the care of a physician or dentist; (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x[k]); (6) is duly licensed by the agency responsible for licensing such hospitals; and (7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitary care.

“**Physician**” means a licensed practitioner of the healing arts who is: (a) other than You, a Traveling Companion or an immediate family member; and (b) acting within the scope of his or her license.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Your Traveling Companion, Business Partner or Family Member: 1) received or received a recommendation for a test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy.

Taking maintenance medications for a condition that is considered stable shall not be subject to the Pre-Existing Condition exclusion.

E. In **SECTION III, POLICY LIMITATIONS AND EXCLUSIONS**, the exclusions have been deleted and replaced as follows:

### **GENERAL EXCLUSIONS**

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

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

#### **Waiver of the Pre-Existing Condition Exclusion**

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

- a) Your premium for this policy is received within the Time Sensitive Period; and
- b) You insure 100% of the cost of all Travel Arrangements that are subject to cancellation penalties or restrictions by the Travel Supplier; and
- c) You are not disabled from travel at the time Your premium is paid; and
- d) The booking for the Trip is the Insured’s first and only booking for this travel period and destination.

For the purpose of this exclusion, genetic information shall not be treated as a Pre-Existing Condition in the absence of a diagnosis of condition related to such information. No Pre-Existing Condition limitation provision shall exclude coverage in the case of:

- (a) an individual who, as of the last day of the 30 day period beginning with the date of birth, is covered under creditable coverage as defined by New York statutes;
  - (b) a child who is adopted or placed for adoption before attaining 18 years of age and who, as of the last day of the thirty-day period beginning on the date of the adoption or placement for adoption, is covered under creditable coverage as defined by New York statutes;
  - (c) pregnancy; or
  - (d) An individual, and any dependent of such individual, who is eligible for a federal tax credit under the federal Trade Adjustment Assistance Reform Act of 2002 and who has 3 months or more of creditable coverage.
2. illness, accident, treatment or medical condition arising out of suicide, attempted suicide or intentionally self-inflicted injury;
  3. war, or an act of war, (whether declared or undeclared), riot or insurrection;
  4. aviation, other than while you are a fare paying passenger on a scheduled or chartered flight operated by a scheduled airline;
  5. Your being Intoxicated or under the influence of any drug or narcotic agent unless administered on the advice of a Physician, or treatment in connection with alcoholism or drug addiction, except to the extent coverage is required under New York law;
  6. the Insured’s commission of or attempt to commit a felony or to which a contributing cause was the Insured’s, a Traveling Companion, Family Member or Business Partner being engaged in an illegal occupation;
  7. normal pregnancy (except complications of pregnancy) and/or resulting childbirth except to the extent coverage is required under New York law or voluntarily induced abortion;

8. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts;
9. a mental, emotional, nervous or psychological disorder except to the extent coverage is required under New York law.

#### **EXCLUSIONS APPLICABLE TO INLAND MARINE BENEFITS ONLY**

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

1. riding, driving or participating as a professional in races or speed contests, an athletic or sporting event or competition;
2. participating in skydiving or parachuting, or as a professional in bodily contact sports;
3. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements or to refund money due You.

This Policy Does Not cover You if the purpose or intent of the Trip is to secure medical treatment not as a result of a Sickness or Injury.

F. In **SECTION V, CLAIMS PROVISIONS**, the following provisions have been deleted and replaced as follows:

**Proof of Loss:** Written Proof of loss must be provided to Us or our authorized designee in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss within ninety (90) days after the termination of the period for which We are liable and in case of claim for any other loss within 120 days after the date of such 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.

**Payment of Claims:** Benefits under this Policy are payable to You immediately upon receipt of proper Proof of Loss.

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 plan 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.

G. In **SECTION VI, GENERAL PROVISIONS**, the following provision has been deleted and replaced as follows:

**Subrogation:** To the extent that We pay for a loss suffered by You and permitted by New York law, We will take over the rights and remedies You had relating to the loss against the party responsible for Your Illness or Injury to the extent of the benefits We paid. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You must sign an appropriate subrogation form if required and supplied by Us.

Except where there is a statutory right of reimbursement, no party entering into a settlement for personal injuries, medical, dental, podiatric malpractice or wrongful death shall be subject to a subrogation claim or claim for reimbursement by a benefit provider and a benefit provider shall have no lien or right of subrogation or reimbursement against any such settling party, with respect to those losses or expenses that have been or are obligated to be paid by said benefit provider.

## ASSISTANCE SERVICES

24/7 Worldwide Assistance Services  
CALL TOLL FREE:  
(Within the United States and Canada)  
855-286-8348  
OR CALL COLLECT:  
443-279-7335  
(From all other locations)

### **AVAILABILITY OF SERVICES**

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

Assistance services are provided by UnitedHealthcare Global (UHC Global) on behalf of Arch Insurance Company. UHC Global is an independent organization, and not affiliated with Arch Insurance Company. There may be times when circumstances beyond UHC Global's control hinder their endeavors to provide medical, travel and security assistance services to you.

This provides you with a brief outline of the services available to you. Terms, conditions, limitations and exclusions apply. All services must be arranged by the service provider, UHC Global.

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

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

### **PRE-TRIP INFORMATION**

**Destination Profiles.** When preparing for travel, you can contact the Emergency Response Center to have a pre-trip destination report sent to You. This report draws upon the UHC Global intelligence database of over 280 cities covering subject such as health and security risks, immunizations, vaccinations, local hospitals, crime, emergency phone numbers, culture, transportation information, entry and exit requirements, and currency. Our global medical and security database of over 170 countries and 280 cities is continuously updated and includes intelligence from thousands of worldwide sources.

### **TRAVEL ASSISTANCE**

**Replacement of Lost or Stolen Travel Documents.** UHC Global will assist the Participant in taking the necessary steps to replace passports, tickets, and other important travel documents.

**Emergency Travel Arrangements.** UHC Global will make new reservations for airlines, hotels, and other travel services for a Participant in the event of a covered emergency.

**Transfer of Funds.** UHC Global will provide the Participant with an emergency cash advance subject to UHC Global first securing funds from the Participant (via a credit card) or his/her family.

**Legal Referrals.** Should Participants require legal assistance, UHC Global will direct the Participant to a duly licensed attorney in or around the area where the Participant is located.

**Language Services.** UHC Global will provide immediate interpretation assistance to a Participant in a variety of languages in an emergency situation. If a requested interpretation is not available or the requested assistance is related to a non-emergency situation, UHC Global will provide the Participant with referrals to interpreter services. Written translations and other custom requests, including an on-site interpreter, will be subject to an additional fee.

**Message Transmittals.** Participants may send and receive emergency messages toll-free, 24-hours a day, through the UHC Global Emergency Response Center.

## MEDICAL ASSISTANCE

**Worldwide Medical and Dental Referrals.** Upon a Participant's request, UHC Global will provide referrals to pre-approved physicians, hospitals, dentists, and dental clinics in the area the Participant is traveling in order to assist the Participant in locating appropriate treatment and quality care.

**Monitoring of Treatment.** As and to the extent permissible, UHC Global will continually monitor the Participant's medical condition. Physician Advisors will provide consultative and advisory services to UHC Global in relation to the Participant's medical condition, including review and analysis of the quality of medical care received by the Participant.

**Relay of Insurance and Medical Information.** Upon a Participant's request and authorization, UHC Global will relay the Participant's insurance benefit information and/or medical records and information to a health care provider or treating physician, as appropriate and permissible, to help prevent delays or denials of medical care. UHC Global will also assist with hospital admission and discharge planning.

**24-Hour Health Information.** UHC Global will provide access to registered nurses who are available 24 hours a day, 365 days a year, to deliver symptom decision support, evidence-based health information and education, and medication information. They will assist Participants in understanding treatment options to discuss with their doctor(s) and answer medication questions.

**Medication and Vaccine Transfers.** In the event a medication or vaccine is not available locally, or a prescription medication is lost or stolen, UHC Global will coordinate the transfer of the medication or vaccine to Participants upon the prescribing physician's authorization, if it is legally permissible.

**Updates to Family, Employer, and Home Physician.** Upon a Participant's approval, UHC Global will provide periodic case updates to appropriate individuals designated by the Participant in order to keep them informed.

**Replacement of Corrective Lenses and Medical Devices.** UHC Global will assist with the replacement of corrective lenses or medical devices if they are lost, stolen, or broken during travel.

## EMERGENCY TRANSPORTATION SERVICES

The services in this section are insurance benefits. Costs and expenses for these are covered as defined in your Arch Insurance policy. UHC Global coordinates the assistance services and facilitates payment on behalf of Arch Insurance.

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

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



**DESCRIPTION OF COVERAGE FOR RESIDENTS OF NEW YORK (A&H)**

Underwritten by Arch Insurance Company

Policy Number: 20TVL9319300

Notice to Residents of New York (A&H). The master policy is on file with American Group Travel Trust, BankNewport as Trustee. Your Policy consists of this Description of Coverage, Your Confirmation of Benefits and the enclosed applicable State Exceptions. In the event of any conflict between the Description of Coverage and the master policy, the master policy will govern

You are not eligible for insurance under the plan until You have enrolled for coverage and paid the appropriate premium and provided You have not already departed on Your Trip.

**SCHEDULE OF COVERAGE AND SERVICES**

Benefits	Maximum Limit Per Person
<b>Part A - Medical Protection</b>	
Emergency Accident and	
Sickness Medical Expense	\$50,000
Dental Sublimit	\$750
<b>Part B - Travel Accident Protection</b>	
Accidental Death and Dismemberment	\$10,000

**Optional Upgrades and Coverages**

*Applicable only when specifically requested on the application and the appropriate additional premium has been paid and purchase confirmed on Your Confirmation of Benefits.*

Accident Death & Dismemberment	
Common Carrier (Air Only)	\$50,000
Hazardous Sports Coverage	Up to Emergency Accident and Sickness Medical Expense Maximum Limit

**FOURTEEN-DAY FREE LOOK**

You may cancel coverage under the plan by giving RoamRight written notice, at the address listed on the front panel of this document, within the first to occur of the following: (a) 14 days from the Effective Date of Your coverage; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided You have not filed a claim under the plan.

## PART A-MEDICAL PROTECTION

### EMERGENCY ACCIDENT AND SICKNESS MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on Your Confirmation of Benefits, Covered Medical Expenses which are incurred while on Your Trip, for Emergency Treatment of an Accidental Injury which occurs while on Your Trip or a Sickness which first manifests itself during the Trip.

**Emergency Treatment** means necessary medical treatment, including services and supplies, which must be performed during the Trip due to the serious and acute nature of the Accidental Injury or Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include but are not limited to:

- (a) The services of a Physician;
- (b) Charges for Hospital confinement and use of operating rooms;
- (c) Charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) Ambulance service; and
- (e) Drugs, medicines, prosthetics and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Confirmation of Benefits, if needed to secure Your admission to a Hospital because of Accidental Injury or Sickness.

The Company will pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

If You are hospitalized due to an Accidental Injury or Sickness, which first occurred during the course of the

scheduled Trip, beyond the date of the Scheduled Return Date, coverage will be extended until You are released from the Hospital or until maximum benefits under the policy have been paid.

### COORDINATION OF BENEFITS

#### Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan: (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

#### Definitions

"Plan" is a form of contract written on an expense incurred basis which provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes: (a) group insurance and group remittance subscriber contracts; (b) uninsured arrangements of group coverage; (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and (d) blanket contracts, except blanket school accident coverages or a similar group when the Policy holder pays the premium. "Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans. "This Plan" is the parts of this Policy that provide benefits for health care expenses on an expense incurred basis.

"Primary Plan" is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either: (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or (b) all Plans which cover the person use the same order of benefits determination rules as in this

contract, and under those rules the Plan determines its benefits first.

"Secondary Plan" is one which is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of the contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan which, under the rules of the contract, has its benefits determined before those of that Secondary Plan.

"Allowable Expense" is the necessary, reasonable, and customary item of expense for health care; when the item of expense is covered at least in part under any of the Plans involved. The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

"Claim" is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

"Claim Determination Period" is the period of time, which must not be less than 12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether over insurance exists; and (b) how much each Plan will pay or provide.

For the purposes of the Policy, Claim Determination Period is the period of time beginning with the effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

#### Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without

considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless: (a) the other Plan has rules coordinating its benefits with those of This Plan; and (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

### Rules

This Plan determines its order of benefits using the first of the following rules which applies: (a) Nondependent/Dependent Rule. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent. (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time. To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

### Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the

person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims which were submitted up to that point in time during the Claim Determination Period.

### Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. The Company has the right to decide which facts are needed. The Company may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts we need to pay the Claim.

### Facility of Payment

A payment made under another Plan may include an amount which should have been paid under this Plan. If it does, the Company may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

### Right of Recovery

If the amount of the payments made by the Company is more than the Company should have paid under this COB provision, the Company may recover the excess from one or more of: (a) the persons we have paid or for whom we have paid; (b) insurance companies; or (c) other organizations.

## PART B – TRAVEL ACCIDENT PROTECTION

### ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the maximum limit shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Trip, sustain a Loss shown in the Table below. The Loss must occur within 180 days after the date of the Accident causing the Loss.

The Maximum Limit is shown on Your Confirmation of Benefits. If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount

of a sustained Loss shown in the Table of Losses.

### TABLE OF LOSSES

Loss of:	Percentage of Maximum Limit:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

- 1) Hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2) Eye means an entire and irrecoverable Loss of sight; and
- 3) Speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4) Thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

### Exposure:

The Company will pay benefits for covered Losses which result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within 365 days after the event which caused the exposure.

### Disappearance:

The Company will pay benefits for Loss of life if Your body cannot be located one year after Your disappearance due to an Accident.



## OPTIONAL COVERAGES

Applicable only when requested on the application and the appropriate additional premium has been paid and purchase is confirmed on Your Confirmation of Benefits.

### ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER (AIR ONLY)

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Trip. The loss must occur within 180 days after the date of the Accident causing the loss.

The Maximum Limit is shown on Your Confirmation of Benefits. If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest amount shown in the Table of Losses.

#### TABLE OF LOSSES

Loss of:	Percentage of Maximum Limit:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

- 1) Hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2) Eye means an entire and irrecoverable Loss of sight; and
- 3) Speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- 4) Thumb and index finger means actual severance

through or above the joint that meets the finger at the palm.

#### Exposure:

The Company will pay benefits for covered Losses which result from You being unavoidably exposed to the elements due to an Accident. The Loss must occur within 365 days after the event which caused the exposure.

#### Disappearance:

The Company will pay benefits for Loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

### HAZARDOUS SPORTS COVERAGE

Benefits will be paid up to the plan maximum, if You become injured while participating in any of the following sports: mountaineering where ropes or guides are normally used (15,000 feet limit), parachuting bungee jumping, snowmobiling, scuba diving involving underwater breathing apparatus, jet skiing, water skiing, snow skiing, spelunking, parasailing, and snowboarding.

## 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) **"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.
- 4) **"Common Carrier"** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.
- 5) **"Company"** means Arch Insurance Company.

- 6) **"Complication of Pregnancy"** means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.
- 7) **"Covered Expenses"** shall mean expenses incurred by You which are for medically necessary services, supplies, care, or treatment; due to illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under this policy; and which do not exceed the maximum limits shown in the accompanying Confirmation of Benefits, under each stated benefit.
- 8) **"Cruise"** means any prepaid sea arrangements.
- 9) **"Dependent Child(ren)"** means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.
- 10) **"Domestic Partner"** means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage.
- 11) **"Effective Date"** means the date and time Your coverage begins, as outlined in the General Provisions section of the policy.
- 12) **"Family Member"** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, parent, legal guardian, stepparent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, stepchild, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- 13) **"Hospital"** means a facility that: a) Holds a valid license if it is required by the law; b) Operates primarily for the care and treatment of sick or injured persons as in-patients; c) Has a staff of one or more Physicians available at all times; d) Provides 24 hour nursing service and has at least one registered professional nurse on duty or call; e) Has organized diagnostic and

surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and f) Is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

- 14) **"Injury"** means Bodily Injury caused by an Accident occurring while this policy is in force, and resulting directly and independently of all other causes of Loss covered by the policy. The Injury must be verified by a Physician and require emergency care.
- 15) **"Insured"** means a person while covered under the policy and for whom the required premium is paid. Insured also means "You or Your".
- 16) **"Land/Sea Arrangements"** means land and or sea arrangements made by the Travel Supplier.
- 17) **"Loss"** means Injury or damage sustained by You as a result of one or more of the occurrences against which the Company has undertaken to indemnify You.
- 18) **"Maximum Benefit"** means the largest total amount of Covered Expenses that the Company will pay for You.
- 19) **"Medically Necessary"** means that a treatment, service, or supply is: (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.
- 20) **"Physician"** means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.
- 21) **"Pre-Existing Condition"** means any Injury, Sickness or condition of You, a Traveling Companion or Your and/or Your Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

- 22) **"Scheduled Departure Date"** means the date on which You are originally scheduled to leave on the Trip.
- 23) **"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.
- 24) **"Sickness"** means an illness or disease which is diagnosed or treated by a Physician after the Effective Date of insurance and while You are covered under the policy.
- 25) **"Traveling Companion"** means a person who is sharing travel arrangements with You. Note, a group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.
- 26) **"Travel Supplier"** means tour operator, Cruise line, hotel etc. who has made the Land and/or Sea Arrangements.
- 27) **"Trip"** means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one week of the Land/Sea Arrangements. Travel must be more than 100 miles from Your primary residence.

## LIMITATIONS AND EXCLUSIONS

**Excess Insurance Limitation:** The Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Accidental Death & Dismemberment and Accidental Death & Dismemberment Common Carrier (Air Only) 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, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

The following exclusions apply: This policy does not cover Loss caused by or resulting from:

- 1) Pre-Existing Conditions, as defined in the Definitions section, unless the policy is purchased within 21 days of the initial Trip deposit. The booking for the Trip must be the first and only booking for this travel period and destination, You are not disabled from travel at the time

You pay the premium, and You must purchase this policy for the full non-refundable cost of Your Trip;

- 2) Suicide, attempted suicide or any intentionally self-inflicted Injury while sane or insane (in Missouri, sane only) committed by You, Traveling Companion, or Family Member whether insured or not;
- 3) War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 4) Participation in any military maneuver or training exercise;
- 5) Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6) Mental or emotional disorders, unless hospitalized;
- 7) Participation as a professional in athletics;
- 8) Being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- 9) Commission or the attempt to commit a criminal act by You, Traveling Companion or Family Member whether insured or not;
- 10) Injury sustained while taking part in mountaineering where ropes and guides are normally used; hang gliding, parachuting, bungee jumping, snowmobiling, jet skiing, scuba diving involving underwater breathing apparatus, unless PADI or NAUI certified, water skiing, snow skiing, spelunking, parasailing, snowboarding, extreme skiing, bodily contact sports, skydiving, any race or speed contest (Does not apply to activities covered under the Hazardous Sports Coverage if the Hazardous Sports Coverage is purchased);
- 11) Pregnancy and childbirth (except for Complications of Pregnancy);
- 12) Traveling for the purpose of securing medical treatment;
- 13) Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due You.

## CLAIMS PROCEDURE

**To facilitate prompt claims settlement:**

**MEDICAL EXPENSES:** Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment. Submit these first to other medical plans. Provide a copy of their final disposition of Your claim.

## HOW TO CONTACT US TO FILE 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](mailto:claims@roamright.com)  
Website: [www.roamright.com](http://www.roamright.com)

## GENERAL PROVISIONS

The following provisions apply to all coverage:

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

**CONTROLLING LAW.** Any part of the 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.** Your coverage shall be void if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning the policy or the subject thereof, or Your interest, or if You commit fraud or false swearing in connection with any of the foregoing.

**SUBROGATION.** To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss. This is known as Subrogation. You must help the Company to preserve its rights against those responsible for the Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over Your rights, You must sign an appropriate Subrogation form supplied by the Company.

**ASSIGNMENT.** The policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

**WHEN YOUR COVERAGE BEGINS.** All coverage will take effect at 12:01 A.M. local time, at Your location on the Scheduled Departure Date provided:

- a) Coverage has been elected; and

- b) The required premium has been paid.

**WHEN YOUR COVERAGE ENDS.** Your coverage will end at 11:59 p.m. local time on the date which is the earliest of the following:

- a) The Scheduled Return Date as stated on the travel tickets;
- b) The date You return to Your origination point if prior to the Scheduled Return Date;
- c) If You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date.
- d) The date You cancel Your Trip.

**MODE OF PREMIUM.** The required premium must be paid to the Company or its authorized representative prior to the Scheduled Departure Date of the Trip.

This Description of Coverage describes all of the travel insurance benefits, underwritten by Arch Insurance Company and herein referred to as the Company. The insurance benefits vary from program to program. Please refer to Your Confirmation of Benefits, as it provides You with specific information about the program You purchased.

## CLAIMS PROCEDURES AND PAYMENT OF CLAIMS

The Company, or its designated representative, will pay a claim after receipt of acceptable proof of Loss. Benefits for Loss of life are payable to Your 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 claims will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to Your legal guardian, committee or other qualified representative.

All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the

provider of the service(s). All benefits not paid to the provider will be paid to You. Any payment made in good faith will discharge the Company'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 Company reimburse You for an amount greater than the amount paid by You.

**NOTICE OF CLAIM.** Written notice of claim must be given by the claimant (either You or someone acting for You) to the Company or its designated representative within twenty (20) days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name and the policy number. Notice should be sent to the Company's

administrative office, at the address shown on the cover page of the policy, or to the Company's designated representative.

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

## STATE EXCEPTIONS

### NEW YORK RESIDENTS:

The following is added to the medical expense benefits:

**NEW YORK MANDATES:** Under New York Law, certain mandated benefits are required to be provided under a medical expense policy. The Company will pay benefits as applicable to this program for such mandates.

The Misrepresentation and Fraud Provision is deleted in its entirety and replaced by the following:

**MISREPRESENTATION AND FRAUD.** Your coverage shall be void if, whether before or after a Loss, You sign a written instrument which conceals or misrepresents any material fact or circumstance concerning the policy or the subject thereof, or Your interest therein, or if in such written instrument, You commit fraud or false swearing in connection with any of the foregoing.

The **Subrogation** provision is deleted in its entirety and replaced by the following:

**Subrogation**

To the extent the Company pays for a Loss suffered by You, the Company will take over the rights and remedies You had relating to the Loss against the party responsible for Your illness or Injury to the extent of the benefits the Company has paid. This means that the Company has the right independent of You to proceed against the party responsible for Your illness or Injury to recover the benefits we have paid.

The following is added to the **Payment of Claims** provision:

Benefits under this policy are payable to You not more than sixty (60) days after receipt of proper Proof of Loss.

**The Excess Insurance Limitation is deleted in its entirety.**

The following paragraph for all **ACCIDENTAL DEATH AND DISMEMBERMENT** coverage is deleted and replaced by the following:

The Loss must occur within 90 days after the date of the Accident causing the Loss.

The definition of **“Covered Expenses”** is deleted in its entirety and replaced by the following:

**“Covered Expenses”** shall mean expenses incurred by You which are for covered services, supplies, care, or treatment; due to illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the policy; and which do not exceed the maximum limits shown in the accompanying Confirmation of Benefits, under each stated benefit.

The definition of **“Dependent Child(ren)”** is deleted in its entirety and replaced by the following:

**“Dependent Child(ren)”** means Your children, including a stepchild, legally adopted Child or Child who is under Your guardianship during the waiting period prior to finalization of the adoption of such Child and depends on Your support and maintenance. The term Child includes a foster Child (not

pending adoption) who is eligible for benefits provided by a governmental program or law if the foster Child 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.

The definition of **“Hospital”** is deleted in its entirety and replaced by the following:

**“Hospital”** means a short-term, acute, general hospital, that:

(a) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;

(b) has organized departments of medicine and major surgery;

(c) has a requirement that every patient must be under the care of a physician or dentist;

(d) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);

(e) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97,(42 USCA 1395x[k]);

(f) is duly licensed by the agency responsible for licensing such hospitals; and is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

The definition of **“Medically Necessary”** is deleted in its entirety.

The definition of **“Pre-Existing Condition”** is deleted in its entirety and replaced by the following:

**“Pre-Existing Condition”** means any Injury, Sickness or condition of Your, Your Traveling Companion, Family Member booked to travel with You, You and/or Your Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was recommended or received within the six (6) month period ending on the

Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

Such an Injury or Sickness will continue to be a Pre-Existing Condition until the expiration of 12 consecutive months, beginning with the effective date of coverage for which You have not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition.

The following definition of **Domestic Partnership** is added:

**“Domestic Partnership”** means a legal or personal relationship between individuals who live together and share a common domestic life but are not joined in a traditional legally binding marriage. Proof of a common domestic financial interdependence can be achieved by registration as a domestic couple, or evidence such a joint bank account, joint credit card, shared rental payments or other items of proof sufficient to establish economic interdependency.

The **Pre-Existing Condition exclusion** is deleted in its entirety and replaced by the following:

1. Pre-Existing Conditions, as defined in the Definitions section for twelve (12) months following the effective date of coverage unless the policy is purchased within 21 days of the initial Trip deposit. The booking for the Trip must be the first and only booking for this travel period and destination. You are not disabled from travel at the time You pay the premium and You must purchase the policy for the full non-refundable cost of Your Trip.

For the purpose of this exclusion, genetic information shall not be treated as a Pre-Existing Condition in the absence of a diagnosis of the condition related to such information. No Pre-Existing Condition limitation provision shall exclude coverage in the case of:

(1) an individual who, as of the last day of the thirty-day period beginning with the date of birth, is covered under creditable coverage as defined in subsection (c) of this section; (2) a Child who is adopted or placed for adoption before attaining eighteen years of age and who, as of the last day of the thirty-day period beginning on the date of the

adoption or placement for adoption, is covered under creditable coverage as defined in subsection (c) of this section; (3) pregnancy; or (4) an individual, and any dependent of such individual, who is eligible for a federal tax credit under the federal Trade Adjustment Assistance Reform Act of 2002 and who has three months or more of creditable coverage;

**Exclusion 2, Suicide** is deleted in its entirety and replaced by the following:

2. Suicide, attempted suicide or any intentionally self-inflicted injury committed by You, Your Traveling Companion or Family Member, whether insured or not;

**Exclusion 3, War** is deleted in its entirety and replaced by the following:

3. War, or an act of war (whether declared or undeclared); participation in riot or insurrection; service in the Armed Forces or units auxiliary thereto;

**Exclusion 5, Aircraft** is deleted in its entirety and replaced by the following:

5. Aviation, other than while You are a fare paying passenger on a scheduled or chartered flight operated by a scheduled airline;

**Exclusion 6, Mental or emotional disorders** is deleted in its entirety and replaced by the following.

6. Mental or nervous disorders, except to the extent required by New York law;

**Exclusion 8, Drugs or intoxicants** is deleted in its entirety and replaced by the following:

8. Treatment in connection with alcoholism and drug addiction, or use of any drug or narcotic agent, except use of a drug prescribed by a physician to the extent coverage is required by New York Law;

**Exclusion 9, Criminal Act** is deleted in its entirety and replaced by the following:

9. Expenses as a result of or in connection with the commission of any felony or attempt to commit a felony or to which was the contributing cause to You being engaged in an illegal occupation;

**Exclusion 11, Pregnancy** is deleted in its entirety and replaced by the following:

11. Pregnancy except to the extent required under New York law;

**The following exclusions are deleted:**

4. Participation in any military maneuver or training exercise; 7. Participation as a professional in athletics; 10. Injury sustained while taking part in mountaineering where ropes and guides are normally used; hang gliding, parachuting, bungee jumping, snowmobiling, jet skiing, scuba diving involving underwater breathing apparatus, unless PADI or NAUI certified, water skiing, snow skiing, spelunking, parasailing, snowboarding, extreme skiing, bodily contact sports, skydiving, any race or speed contest (Does not apply to activities covered under the Hazardous Sports Coverage if the Hazardous Sports Coverage is purchased); 12. Traveling for the purpose of securing medical treatment.