#### **SCHEDULE OF BENEFITS**

Benefits	<b>Maximum Benefit Amount</b>
Part A – Travel Arrangement Protection	
Return Flight Cost	\$750
Itinerary Change	\$500
Missed Connection	
Trip Delay	\$2,000 (\$200/day)
Part B – Travel Insurance Benefits	
Accidental Death and Dismemberment	\$10,000
Air Flight Only Accidental Death and Dismemberment	\$25,000
Emergency Accident & Sickness Medical Expense	\$75,000
Emergency Dental Treatment	\$750
Medical Evacuation and Repatriation of Remains	\$600,000
Political or Security Evacuation	
Coverage For Your Belongings and Property of Others	
Baggage and Personal Effects	\$1,500
Per Item	
Special Limitations Combined Maximum	
Baggage Delay	
Outional Panelita	
Optional Benefits	<b>#4.000</b>
Optional Sports Coverage	\$1,000
Optional Sports and Business Equipment Rental	
Optional Rental Car Damage	\$50,000
Benefit	Included/Not Included
Optional Hazardous Sports Coverage	Included
Optional Baggage Upgrade	

#### **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.





#### ON TRIP PLUS PROGRAM

#### **Underwritten By: Arch Insurance Company**

Administrative Office: Harborside Three 210 Hudson Street, Suite 300 Jersey City, NJ 07311-1107

Administered By: Arch Insurance Solutions Inc. Executive Plaza IV

11350 McCormick Rd., Suite 102 Hunt Valley, MD 21031

#### CALIFORNIA 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 cancel this policy and request a full refund of Your premium by notifying the program adminstrator in writing within 14 days after payment for Your policy. Your premium will be refunded, provided that You have not already departed on the Trip or filed a claim. When so returned, all coverages under this policy are void from the inception of the policy. After expiration of the referenced 14 day period, Your premium is non-refundable. The premium for the policy is not divisible.

This policy is governed by the laws of the jurisdiction where it was delivered.

#### **TABLE OF CONTENTS**

**SECTION I - COVERAGES SECTION II - DEFINITIONS** 

05 LTP0041 05 04 14

**SECTION III - POLICY LIMITATIONS AND EXCLUSIONS** 

SECTION IV - COVERAGE PROVISIONS

**SECTION V - CLAIMS PROVISIONS** 

**SECTION VI - GENERAL PROVISIONS** 

**SECTION VII - COORDINATION OF BENEFITS** 

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

John Mentz

President

Regan A. Shulman Secretary

#### 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

#### **RETURN FLIGHT COST**

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

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

#### **Trip Interruption Benefit:**

If You have insured \$0 Trip cost, and You interrupt Your Trip for a covered Unforeseen reason, or due to a Level 4 travel warning, advising You to return home, 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, physically 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). Coverage for this Other Covered Event only applies if Your payment for this policy is received within the Time Sensitive Period;
- 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;
- 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:
- Inclement Weather that causes complete cessation for at least 24 consecutive hours of services of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- mechanical breakdown of the aircraft on which You are scheduled to travel that causes a cancellation or delay of Your or Your Traveling Companion's flight for at least 24 consecutive hours provided no alternative flights are available;
- h. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service within 15 days of Your Scheduled Departure Date to provide aid or relief for a Natural Disaster or a Terrorist Incident or an Epidemic. Coverage for this Other Covered Event only applies if Your payment for this policy is received within the Time Sensitive Period:
- Your or Your Traveling Companion's involuntary Employment Termination or layoff which occurs 30 days or more after Your Effective Date. Employment must have been with the same employer for at least 1 continuous year;
- 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;
- 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;

Arch ReamRight. 05 LTP0041 05 04 14 Page 3 of 19

- 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:
- m. the death or hospitalization of Your Host at Destination:
- 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, but not more than 7 nights of Your Trip length remaining at the time the mandatory evacuation ends:
- 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;
- the primary or secondary school that Your or Your Traveling Companion's Dependent child(ren) attends continues classes beyond the Predefined School Year, due to Unforeseen circumstances that: occur after Your Effective Date; and cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered. Coverage for this Other Covered Event only applies if Your payment for this policy is received within the Time Sensitive Period:
- Your or Your Traveling Companion's pregnancy, provided the pregnancy occurs after Your Effective Date, as verified by medical records;
- You or Your Traveling Companion are attending the childbirth of Your Family Member, provided the pregnancy occurs after Your Effective Date, as verified by medical records;
- s. a government-mandated shutdown of an airport or air traffic control system due to a Natural Disaster. Coverage for this Other Covered Event only applies if Your payment for this policy is received within the Time Sensitive Period.

#### **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 including Your return 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, Terrorist Incident or riot;
- d) You are denied access by a customs, airline, cruise line, or TSA agent or employee due to positive results of a medical screening or suspicion that You may have a contagious disease (including an Epidemic or Pandemic such as Covid-19) while attempting to board. This must be substantiated by written documentation from the entity denying access detailing the reason for denied access.

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.

05 LTP0041 05 04 14 Page 4 of 19 Ver. 220623 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, Terrorist Incident 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

#### ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip, sustain a Loss shown in the Table of Losses below. The Loss must occur within one hundred eighty (180) days after the date of the Injury causing the Loss.

#### AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits, when You sustain an Injury caused by an Accident occurring during Your Trip while riding solely as a passenger in or on, boarding or alighting from, any aircraft operated under a license for the transportation of passengers for hire of a regularly scheduled airline or regularly scheduled charter company that results in a Loss shown in the Table of Losses below. The Loss must occur within one hundred eighty (180) days after the date of the Injury causing the Loss.

TABLE OF LOSSES			
Loss of:	Percentage of Maximum Benefit Amount Payable:		
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%		

"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.

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.

#### **Exposure and Disappearance:**

We will pay benefits for covered Losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The Loss must occur within 365 days after the event that caused the exposure.

05 LTP0041 05 04 14 Page 5 of 19
Ver. 220623

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found within 365 days from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered Loss of life.

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

#### **EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**

Benefits will be paid for covered Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following: 1) covered Medical Expenses will only be payable at the Usual and Customary level of charges; 2) benefits will be payable only for covered Medical Expenses resulting from an Emergency Condition that first manifests itself or occurs while on Your Trip: and 3) only Medical Expenses incurred during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

Benefits will include up to \$750 for expenses incurred during Your Trip for emergency dental treatment. Dental expenses incurred after Your Trip is completed are not covered.

"Emergency Condition" means an Injury or Sickness diagnosed by a Physician for which You have sudden and unexpected severe or acute symptoms requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy. The severe or acute symptoms must occur while on Your Trip.

"Medical Expenses" means expenses incurred only for the following:

- 1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
- 2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip), if recommended by Your attending Physician and approved by Us or Our Program Assistance Provider as a substitute for a hospital room for recovery from Your Emergency Condition;
- 3. local Transportation Expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

We will advance payment to a Hospital, up to the Maximum Benefit Amount shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital because of a covered Emergency Condition.

#### 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 the U.S. State Department issues a Warning Level(s) 4 travel warning or higher; 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

- The benefits and services described herein are provided to You only if Our Program Assistance Provider arranges or coordinates Your evacuation.
- We will not pay for any loss or expense recoverable under any other insurance or through an employer. 2.
- 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.
- 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,

Ver. 220623

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.

**Items Subject To Special Limitations:** We will reimburse You up to \$600 in total on all 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; electronic devices, including but not limited to: cameras, computers, cell phones, and other mobile devices 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 purchase coverage prior to taking possession of the Rental Car and 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.

Rental Car Damage is not available for the following destinations Afghanistan, Yemen, or any other country or location subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSET CONTROLS (OFAC).

#### 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 HAZARDOUS SPORTS COVERAGE**

Benefits will be paid up to the Maximum Benefit Amount shown in the Schedule of Benefits under the Emergency Accident Medical Expense coverage, if You become injured while participating in any of the following sports: mountaineering where ropes or guides are normally used (not to exceed a height of 15,000 feet), skydiving or parachuting, hang gliding, bungee jumping, scuba diving, if PADI or NAUI certified, to depths below 130 feet, and spelunking.

#### **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.
- "Air Carrier" means any air conveyance operating under a valid license for the transportation of passengers for hire.
- "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 qualifies as a domestic partner under state law.
- "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.
- "Employment Termination" means involuntary dismissal from job duties without pay or benefits, including involuntary layoff.
- **"Epidemic"** means an outbreak of a contagious illness or disease that spreads rapidly and widely and that is declared an epidemic by The Centers for Disease Control and Prevention.
- **"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 proximate cause of loss 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, and which to the extent applicable, is named by the National Weather Service, NOAA, or equivalent U.S or Non-U.S. authority.
- "Non-Refundable" means the amount of Payments or Deposits for which You did not receive or were denied a Refund as defined in this policy.
- "Pandemic" means an epidemic that has spread over a very wide area, or worldwide, over several countries or continents, crossing international boundaries, usually affecting a large number of people.
- "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 unless they were provided as a Refund and the Insured provides original proof of payment 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.
- "Predefined School Year" means the original published school year calendar. Days reserved or pre-designated for potential use as makeup days or snow days are considered as part of the predefined school year.
- "Pre-Existing Condition" means an illness, disease, or other condition during the 120 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 from a licensed medical professional for a test, examination, or medical treatment; or 2) took or received a prescription administered by a licensed medical professional 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 120 day period before Your coverage is effective under this policy. Item 1) of this definition is limited to a) conditions actually diagnosed and/or treated by a licensed medical professional in a medical setting; or b) conditions for which a licensed medical professional has ordered tests or examinations and/or prescribed particular medication or course of treatment.
- "Prohibited Access" means restriction imposed by government authorities or the U.S. Department of State due to a Pandemic or Epidemic that prevents You from reaching a destination listed on the itinerary of Your Trip.
- "Program Assistance Provider" means On Call International.
- "Quarantine" and "Quarantined" means the enforced strict isolation and confinement of You or Your Traveling Companion at a single location, for medical reasons, pursuant to an order by an official government authority, a lawfully authorized deputy of such authority, or a licensed practicing Physician, which prevents any interaction with other persons for a specified period of time not exceeding the incubation period for a contagious disease to which You or Your Traveling Companion have been exposed. Governmental orders imposing Prohibited Access, social distancing, self-isolation that does not meet all of the requirements set forth above, shelter in place, or stay at home requirements or recommendations do not constitute a Quarantine.

- "Refund" means and includes a return of Your Payments or Deposits in the form of cash, credit, or a voucher for future travel from a Travel Supplier, or any credit, recovery, or reimbursement from Your employer, another insurance company, a credit card issuer, or any other entity regardless of Your acceptance.
- "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.
- "Road Closure" means that a local road to Your destination or from Your departure point is completely impassable and the operations of that road have been suspended entirely for more than 24 hours due to severe storms, flooding, or Natural Disaster and is substantiated by the department of transportation or state police.
- "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, diagnosis of an Epidemic or Pandemic disease such as Covid 19, or the 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 the following services arranged by Your Travel Supplier for Your Trip: transportation; accommodations; and other specified services 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 up to 8 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 foreseeable, anticipated, or expected and occurring after Your purchase 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.
- "Warning Levels 1 through 4" means travel warnings or restrictions as defined by The U.S. Department of State.

#### **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;
- 2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
- participating in maneuvers or training exercises of an armed service or police force of any country;

- 4. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment), rock climbing without equipment, cliff diving, or any activity materially similar to the above;
- 5. participating as a professional in a stunt, athletic or sporting event or competition;
- 6. participating in skydiving or parachuting, hang gliding, bungee cord jumping, multi-sport endurance competitions, BASE jumping, free diving, fly by wire, parkour, wingsuit flying, extreme skiing or extreme snowboarding, skiing outside marked trails or heli-skiing or heli-snowboarding, any race or speed contests, bull riding, running of the bulls, 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 or any activities materially similar to the above:
- 7. piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 8. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
- 9. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
- 10. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth, except as otherwise covered under Trip Interruption, or voluntarily induced abortion;
- 11. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures:
- 12. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
- 13. failure of any tour operator, Common Carrier, travel agent, accommodation provider, cruise line, Air Carrier or other carrier, car rental agency, any other travel or tourism services provider or other Travel Supplier, person or agency or any other entity they deal with, to provide the bargained-for travel or accommodation arrangements; or provide a Refund due You for any reason; or for reasons other than Bankruptcy or Default;
- 14. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy is in effect for You;
- 15. Due to a Pandemic, an Epidemic, Prohibited Access. Except as specifically provided by this policy.

#### 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 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:

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 Interruption:

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

If You 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 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.

#### **Medical Expenses:**

Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

#### 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;
- 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
- 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

Email: claims@roamright.com Website: www.roamright.com

Fax: 1-443-279-2901

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. 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 payable under this policy will be paid immediately upon receipt of due written proof of loss. Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

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

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

#### **SECTION VI - GENERAL PROVISIONS**

**Entire Contract, Changes:** This policy, including the Declarations, Schedule of Benefits or Confirmation of Benefits, endorsements and attached papers, if any, constitute the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

**Excess Insurance:** Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity (except for Accidental Death and Dismemberment, Air Flight Only Accidental Death and Dismemberment, Emergency Accident and Sickness Medical Expense, Medical Evacuation and Repatriation of Remains) 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 intentionally 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. For purposes of this provision policy, this does not include Security Deposit Waiver Insurance or Auto Rental Damage Insurance policies.

**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, including but not limited to: assigning Your rights to recover such payment, signing and providing any documents reasonably allowing Us to do so. 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. Everyone eligible to receive payment for a claim submitted to Us must cooperate with this process and must refrain from doing anything that would adversely affect Our rights to recover payment. Everyone eligible to receive payment for a claim submitted to Us must cooperate with this process and must refrain from doing anything that would adversely affect Our rights to recover payment. Our right of subrogation applies even if Your entire loss has not been compensated.

**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.

Optional Electronic Delivery: If You choose Optional Electronic Delivery at the time of purchase, You agree to receive, accept, obtain or submit any and all documentation including the policy in electronic form e.g. via email and agree that electronic communications is a reasonable and proper form of communication that fully satisfies any requirement that communications be provided in writing.

Economic Sanctions Provision: This policy does not provide any coverage, benefit, or services for any activity that would violate any applicable economic/trade sanction or embargo law or regulation, including without limitation sanctions administered and enforced under the Office of Foreign Assets Control "OFAC".

#### 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 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.

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.

#### **SECTION VII - 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 coverage written on an expense incurred basis that 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 individual policy pays the premium;
- (e) Medicaid or Medicare.

"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 blanket contract 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 that 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 that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this 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 this 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 this contract, 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 that 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 that covers the person as a dependent.
- (b) Longer/Shorter Length of Coverage Rule. The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that 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 a 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 that 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. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the Claim.

#### **Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We 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 Us is more than We should have paid under this COB provision, We 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.

#### **Non-complying Plans**

This Plan may coordinate its benefits with a Plan that is excess or always secondary or which uses order of benefit determination rules which are inconsistent with those of This Plan (non-complying Plan) on the following basis:

- (a) If This Plan is the Primary Plan, This Plan will pay its benefits on a primary basis;
- (b) if This Plan is the Secondary Plan, This Plan will pay its benefits first, but the amount of the benefits payable will be determined as if This Plan were the Secondary Plan. In this situation, Our payment will be the limit of This Plan's liability; and
- (c) if the non-complying Plan does not provide the information needed by This Plan to determine its benefits within 30 days after it is requested to do so, We will assume that the benefits of the non-complying Plan are identical to This Plan and will pay benefits accordingly. However, We will adjust any payments made based on this assumption whenever information becomes available as to the actual benefits of the non-complying Plan.



# WRITTEN NOTICE TO CALIFORNIA RESIDENTS REGARDING TRAVEL INSURANCE PURCHASE

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

05 LTP0046 05 04 14 Page 1 of 1



# **FACTS**

#### WHAT DOES ARCH DO WITH YOUR PERSONAL INFORMATION?

## Why?

Financial companies (including insurance companies) choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. These laws also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and credit history
- account balances and transaction and payment history
- insurance claim history and medical information

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons ARCH may choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does ARCH share?	Can you limit this sharing?
For our everyday business purposes — For example: to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

#### Questions?

- Call 1-844-812-2604
- Email us at: <u>ArchPrivacy@archinsurance.com</u>

# Page 2 of 3 Who we are Who is providing this notice? What we do information?

Arch Insurance Company ("ARCH")

#### To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. ARCH:

How does ARCH protect my personal takes precautions to protect your information by implementing physical, electronic, and

- procedural safeguards: and
- uses security controls, including encryption, threat protection, and limits access to your information.

#### How does ARCH collect my personal information?

We collect your personal information, for example, when you:

- give us your contact information
- apply for insurance;
- pay insurance premiums
- file an insurance claim
- give us your income information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal laws give you the right to limit only:

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your personal information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

#### **Definitions**

#### **Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

For example, our affiliates include financial companies such as Arch Specialty insurance company.

#### **Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies. ARCH does not share with nonaffiliates so they can market to you.

## Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance agencies and travel companies.

#### Other important information

#### **NOTICE OF INFORMATION PRACTICES**

For residents of Arizona, California, Connecticut, Georgia, Illinois, Maine, Massachusetts, Minnesota, Montana, New Jersey, Nevada, North Carolina, Ohio, Oregon, and Virginia. These states require insurers and agents to describe their information practices in addition to providing a Privacy Notice. The two notices are very similar, but in general our information practices include the following: ARCH may obtain information about you and any other persons applying for insurance. Some of this information will come from you and some may come from other sources. That information and any other information collected by ARCH may in some circumstances be disclosed to third parties, such as agents, affiliates, service providers and others without your specific consent. In some cases, we may need your direct authorization before sharing that information. Residents have the right to access, to correct and, in some states, to delete (if incorrect) the information collected about them, except information that relates to a claim or to a civil or criminal proceeding. If you are refused coverage or if your application is postponed, you may also have the right to receive the specific reason in writing. To exercise your rights or if you wish to have a more detailed explanation of our information practices required by your state, please submit a written request by email to: ArchPrivacy@archinsurance.com. Additional information concerning our privacy policies can be found at https://www.archcapgroup.com/privacy-policy/ or call 844.812.2604.

#### STATE-SPECIFIC DISCLOSURES

Customer personal information will be collected, used, and stored as required by applicable federal privacy laws. If the Customer's state laws provide more protection of the Customer's personal information than federal privacy laws, ARCH will protect the Customer's personal information as required by such state law.

#### YOUR AUTHORIZATION REQUIRED

Arizona, California, Maine, Massachusetts, Minnesota, Montana, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, and Virginia. We will not share your personal information with non-affiliated third parties (or, in some circumstances, our affiliates) other than our agents or service providers unless you authorize us to share it or the law otherwise permits us to share it. You have the right to authorize or not authorize this sharing of personal information.

#### FOR VERMONT CUSTOMERS

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at <a href="https://www.archcapgroup.com/privacy-policy/">https://www.archcapgroup.com/privacy-policy/</a> or call 844.812.2604.

#### ADDITONAL RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)

The California Consumer Privacy Act (CCPA) gives California residents certain privacy rights with respect to the limited non-public personal information we collect. These rights are:

- the right to notice of the personal information we collect;
- the right to know the categories, sources and specific pieces of personal information we have collected about you in the past 12 months, including our purpose for collecting the information and the categories of third parties with whom we share that personal information, subject to certain exceptions;
- the right to delete some or all of the personal information we collect, subject to certain exceptions; and
- the right to opt-out of our sale of your personal information, if we sell your personal information.

CCPA rights are limited and do not apply to any of the personal information (described on Page 1) that we have collected from you and about you in connection with providing you an insurance or financial product or service.

The personal information we collect that is subject to the CCPA includes some of your internet and network activity (such as your browsing history, Internet Protocol address and interactions with our website) and inferences drawn about you from this information, such as your preferences, aptitudes and abilities. We may share this information with our service providers for a business purpose. We do not sell personal information about current or former customers to any third parties. We may allow third-party advertising cookies to be placed on your browser or mobile device when you visit our website. You may opt-out of third party cookies. To learn how to exercise your rights under the CCPA or if you wish to see a more detailed explanation of your rights, please visit our website at <a href="https://www.archcapgroup.com">https://www.archcapgroup.com</a> and click on "Privacy and Data Protection Policy" on the home page or email us at: <a href="https://www.archcapgroup.com">ArchPrivacy@archinsurance.com</a>.

#### **NEVADA DO-NOT-CALL REGISTRY**

If you are a Nevada resident, the following Telemarketing Notice applies to you. We may contact you by phone to offer additional financial products and services that may be of interest to you. You may elect to include your phone number on our internal Do-Not-Call list if you do not wish to receive telemarketing calls from us. If your telephone number is included on the Do-Not-Call list, we may still contact you for servicing purposes.

To include your phone number on our Do-Not-Call list, please follow the instructions in the "To Limit Our Sharing" box on page 1 of this document. Nevada residents may also call the Nevada Attorney General for further information about these rights by calling toll free 1-888-434-9989.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Confirmation or Schedule of Benefits page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- · Foreign agents;
- Front organizations;
- · Terrorists;
- · Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



#### TRAVEL ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services. Services offered by On Call International, the Assistance Company, include:

24/7 Worldwide Assistance Services
CALL TOLL FREE:
(Within the United States and Canada)
1-855-286-8348
OR CALL DIRECT:
1-443-279-7335
(From all other locations)

#### **AVAILABILITY OF SERVICES**

You are eligible for Pre-Trip Information 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.

Travel related assistance services are provided by On Call International (On Call), an independent organization, and not by Arch Insurance Company. There may be times when circumstances beyond On Call's control hinder their endeavors to provide medical, travel and security assistance services to you.

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

All Assistance Services listed in this section are **related to insurance benefits**. Costs and expenses associated with the goods and services provided by On Call are your responsibility, unless stated otherwise.

#### **MEDICAL ASSISTANCE**

Medical Monitoring; Ophthalmic, Physician and Pharmacy Referrals; Deposits, Advances and Guarantees; Dispatch of Medicine, Eye Glasses, Dental Prosthetics.

#### **PRE-TRIP INFORMATION**

Required Vaccinations; Health Risks; Travel Restrictions; Weather Conditions (for global destinations worldwide).

#### TRAVEL ASSISTANCE

Translation and Interpreters; Emergency Cash Advance Assistance; Replacement of Lost Traveling Documents Assistance; Emergency Message Forwarding; Lost Luggage Assistance; Legal Referral.

#### SECURITY ASSISTANCE – assistance due to political instability and/or natural disaster

Security assistance services are provided by On Call. Services offered include: assistance securing required visas, arranging necessary lodging and coordinating safe and appropriate transportation, by land, sea or air, from the nearest safe departure point to the nearest safe haven and to an onward destination.

#### **MEDICAL TRANSPORTATION SERVICES**

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

\*All services outlined above must be coordinated and approved by On Call International.

This is only a brief outline of the services available to you.

Page 1 of 1 Ver. 220623