

**RoamRight**<sup>SM</sup>  
VENTURE FARTHER. TRAVEL SMARTER.

**Essential**

www.roamright.com

877-687-7170

8601 Lasalle Rd.  
Suite 102  
Towson, MD 21286

**INDIVIDUAL SHORT TERM TRAVEL INSURANCE  
POLICY FOR NEW HAMPSHIRE RESIDENTS**

**NOTICE TO BUYER "Notice to Buyer: This is a limited benefit health policy. This policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses."**

Underwritten by Arch Insurance Company

Policy Number: 20TVL9319700

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 – Travel Protection</b>	
Trip Cancellation*	Trip Cost**
Trip Interruption	Trip Cost**
(\$500 Return Air Only if \$0 displayed for Trip Cancellation on Your Confirmation of Benefits.)	
Missed Connection and Itinerary Change (6 Hours)	\$200
Trip Delay (12 Hours)	\$500 (\$100/day)
<b>Part B – Medical Protection</b>	
Emergency Accident and Sickness Medical Expense	\$15,000
Deductible	\$50
Dental Sublimit	\$500
Emergency Evacuation, Medically Necessary Repatriation and Repatriation of Remains	\$150,000
<b>Part C – Baggage Protection</b>	
Baggage and Personal Effects	\$750
Per Article Limit	\$250
Combined Articles Limit	\$500
Deductible	\$50

Baggage Delay (24 Hours) \$200

\*Not applicable when \$0 Trip Cost is displayed for Trip Cancellation on Your Confirmation of Benefits.

\*\* Up to the lesser of the Trip Cost paid or the limit of Coverage on Your Confirmation of Benefits.

**Worldwide Assistance Services**

24/7 Worldwide Assistance Services  
Travel Assistance, Medical Emergency, Concierge Service and Political Evacuation Service  
CALL TOLL FREE:  
(Within the United States and Canada)  
866-443-6971  
OR CALL COLLECT:  
443-279-7335  
(From all other locations)

**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.*

Medical Coverage Upgrade	Additional \$15,000
Total Coverage	\$30,000
Emergency Evacuation Upgrade	Additional \$150,000
Total Coverage	\$300,000
Accident Death & Dismemberment Coverage (Common Carrier Air Only)	\$25,000
Renters Collision Insurance Coverage	\$25,000

#### FOURTEEN-DAY FREE LOOK

You may cancel coverage under the policy 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 policy.

#### PART A-TRAVEL PROTECTION

##### TRIP CANCELLATION

Not applicable if \$0 limit displayed on Your Confirmation of Benefits.

The Company will pay a benefit, up to the maximum shown on Your Confirmation of Benefits, if You are prevented from taking Your Trip due to the following Unforeseen events:

- a) Sickness, Accidental Injury or death of You, or Your Traveling Companion, or Family Member or Business Partner of You or Your Traveling Companion; which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing Your continued participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date.
- b) You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action provided You or a Traveling Companion are not a party to the legal action or appearing as a law enforcement officer, the victim of felonious assault within 10 days of departure; or having Your principal place of residence made uninhabitable by fire, flood or other Natural Disaster; or burglary of Your principal place of residence within 10 days of departure.
- c) You or Your Traveling Companion are directly involved in a traffic accident substantiated by a police report while en route to departure.
- d) The death or hospitalization of Your Host at

Destination.

- e) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within the territorial limits of a City listed on Your itinerary. The Terrorist Attack must occur after the Effective Date of Your Trip Cancellation coverage.
- f) You or Your Traveling Companion or Family Member who are military personnel, are called to emergency duty for a Natural Disaster or have their leave revoked or are reassigned.
- g) Strike that causes complete cessation of services for at least 24 consecutive hours.
- h) Weather which causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours.
- i) Bankruptcy or Default of Your Travel Supplier which occurs more than 14 days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited Your policy and from whom You purchased Your Land/Sea Arrangements. 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. You must purchase Your policy within 21 days of Your initial Trip deposit.
- j) You or Your Traveling Companion are terminated, or laid off from employment subject to one year of continuous employment at the place of employment where terminated.
- k) Natural Disaster at the site of Your destination which renders Your destination accommodations uninhabitable.
- l) Mandatory evacuation ordered by local authorities at Your final destination due to hurricane or other Natural Disaster. You must have 50% of Your total Trip length or less remaining on the Trip, at the time the mandatory evacuation ends, in order to cancel the Trip.
- m) You or Your Traveling Companion's normal pregnancy as long as the pregnancy occurs after Your or Your Traveling Companion's Effective Date of coverage

and can be verified by medical records.

- n) You will be attending a Family Member's childbirth as long as the pregnancy occurs after Your Effective Date of coverage and can be verified by medical records;
- o) The primary or secondary school where You, Your Traveling Companion or Your Dependent Children attend(s) must extend its operating session beyond the pre-defined school year, due to Unforeseen events commencing during Your policy effective period, and the travel dates for the Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered.

The Company will reimburse You for the following:

- a) Non-refundable cancellation charges imposed by the Travel Suppliers.
- b) Airfare cancellation charges for flights commencing within one week of the Land/Sea Arrangements.
- c) If Your Travel Supplier cancels Your Trip, You are covered up to the cost of the ticket or the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Trip including the airfare.

In no event shall the amount reimbursed exceed the lesser of the amount You prepaid for the Trip or the maximum benefit shown on Your Confirmation of Benefits.

**Special Conditions:** You must advise the Travel Supplier and Arch Insurance Company as soon as possible in the event of a claim. The Company 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.

**Single Occupancy Coverage:** The Company will reimburse You, up to the maximum shown on Your Confirmation of Benefits, for the additional cost incurred during the Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has his/her Trip delayed, canceled, or interrupted for a covered reason and You do not cancel.

##### TRIP INTERRUPTION

Return Air Only up to \$500 if \$0 limit displayed on Your Confirmation of Benefits.

The Company will pay a benefit, up to the maximum shown on Your Confirmation of Benefits, if You are unable to continue Your Trip due to the Unforeseen events listed under **TRIP CANCELLATION**.

The Company will pay for the following:

- a) Unused, non-refundable travel arrangements prepaid to the Travel Suppliers.
- b) Up to the maximum shown in the accompanying Confirmation of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket to return You to the return destination of the Trip as specified in the original travel documents from the point where You interrupted the Trip or rejoin the Trip from the point where You interrupted the Trip. (Airfare limited to the cost of one-way airfare using the same class of fare as the original travel ticket).

The Company will pay for reasonable additional meals, lodging, and transportation expenses incurred by You up to \$200 a day if Your Traveling Companion must remain hospitalized or if You must extend the Trip with additional hotel nights due to a Physician certifying You cannot fly home due to an Accident or a Sickness but does not require hospitalization or if Your Trip must be extended due to an Unforeseen event listed under **TRIP CANCELLATION**.

In no event shall the amount reimbursed exceed the lesser of the amount You prepaid for the Trip or the maximum benefit shown on Your Confirmation of Benefits.

#### **MISSED CONNECTION**

A maximum benefit of up to the amount on Your Confirmation of Benefits is provided to cover for Loss(es) You incur due to missed Cruise or Trip departures which result from cancellation or delay for six or more hours of all regularly scheduled airline flights due to any delay of Your Common Carrier. Maximum benefits of up to the amount shown on Your Confirmation of Benefits are provided to

cover additional transportation expenses needed for You to join the departed Cruise or Trip, reasonable accommodation and meal expenses and non-refundable Trip payments for the unused portion of Your Cruise or Trip. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Cruise or Trip due to Inclement Weather.

#### **ITINERARY CHANGE**

In the event a Cruise/Tour Supplier makes a change in Your Trip itinerary which prevents You from participating in an event/activity pre-paid prior to departure and scheduled on Your Trip itinerary, nonrefundable pre-paid event/activity expenses will be payable up to the Maximum Benefit Amount. Benefits will not be paid if the event/activity is rescheduled during the course of the Trip.

Verification by the Cruise/Tour Supplier of the change in the scheduled Trip itinerary will be necessary for claim payment.

#### **TRIP DELAY**

The Company will reimburse You for covered expenses on a one-time basis, up to the maximum shown on Your Confirmation of Benefits, if You are delayed en route to or from the Trip for twelve (12) or more hours due to a defined Hazard:

Covered expenses Include:

- a) Any prepaid, unused, non-refundable land/sea accommodations; or
- b) Any reasonable additional transportation expenses incurred
- c) An Economy Fare from the point where You ended Your Trip to a destination where You can catch up to the Trip; or
- d) A one-way Economy Fare to return You to Your originally scheduled return destination.
- e) Meals and accommodations limited to \$200 per day.

### **PART B-MEDICAL PROTECTION**

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

The Company will pay benefits up to the maximum shown on Your Confirmation of Benefits subject to the \$50 deductible for each occurrence, 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 \$500.00, 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.

### EMERGENCY MEDICAL EVACUATION BENEFIT

The Company will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while on a Trip. Benefits payable are subject to the Maximum Amount per person shown on Your Confirmation of Benefits for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes. A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of Your Injury or Emergency Sickness warrants Your Emergency Evacuation to the closest adequate medical facility. In the sole discretion of the Assistance Company, it must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities. The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

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

The Insurer will also pay reasonable and customary charges for escort expenses required by You, if You are disabled during a Trip and an escort is recommended in writing, by Your attending Physician and must be pre-approved by the Assistance Company.

**ADDITIONAL BENEFITS:** If You are hospitalized for more than 7 days following a Covered Emergency Evacuation Expense, the Company will pay subject to the limitations set out herein, for expenses:

- a) To return to where they reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred: but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.
- b) To bring one person chosen by You to and from the Hospital or other medical facility where You are confined if You are traveling alone: but not to exceed the cost of one round-trip economy airfare ticket.

### MEDICALLY NECESSARY REPATRIATION

Following a covered Emergency Evacuation expense or a covered medical expense, the Insurer will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination or the hospital of choice near Your permanent residence if medically necessary and authorized by the Assistance Company via Common Carrier within one year from Your original Trip completion date.

Commercial airfare costs will be in the same class of service as Your original airline tickets, or in business or first class as in compliance with Your medical necessities and requirements upon Your discharge, less refunds from Your unused transportation tickets.

In addition to the above covered expenses, if the Insurer has previously evacuated You to a medical facility, the Insurer will pay Your airfare costs from that facility to Your primary residence, within one year from Your original Scheduled Return Date, less refunds from Your unused transportation tickets. Airfare costs will be economy, or first class if Your original tickets are first class. This benefit is available only if it is not provided under another coverage in the policy.

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

**Transportation** means any land, sea or air conveyance required to transport You during an Emergency

Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

**Emergency Sickness** shall mean a medical condition manifesting itself by acute signs or symptoms which could reasonably result in any of the following:

1. Serious jeopardy to the patient's health.
2. Serious impairment to bodily functions.
3. Serious dysfunction of any bodily organ or part.

**All covered transportation expenses must be approved in advance and arranged by an Assistance Company representative appointed by the Company.**

### REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Trip. This will not exceed the maximum shown on Your Confirmation of Benefits.

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

All Covered Expenses in connection with a return of mortal remains must be pre-approved and arranged by an Assistance Company representative appointed by the Company.

### PART C-BAGGAGE PROTECTION

#### BAGGAGE/PERSONAL EFFECTS

The Company will reimburse You, up to the maximum shown on Your Confirmation of Benefits subject to the \$50 deductible for each occurrence, for Loss, theft or damage to Baggage and personal effects, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. The Baggage and personal effects must accompany You during the Trip.

There will be a per article limit shown on Your Confirmation

of Benefits.

There will be a combined maximum limit shown on Your Confirmation of Benefits for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sporting equipment, Ski Equipment, personal computers, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

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

The Company will reimburse You for fees associated with the replacement of Your passport during Your Trip. Receipts are required for reimbursement.

The Company will pay the lesser of the following:

- a) Actual Cash Value at time of Loss, theft or damage to Baggage and personal effects, less depreciation as determined by the Company.
- b) The cost of repair or replacement.

#### **BAGGAGE DELAY (OUTWARD JOURNEY ONLY)**

The Company will reimburse You for the expense of necessary personal effects, up to the maximum shown on Your Confirmation of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Trip, except for travel to final destination or place of residence.

You must be a ticketed passenger on a Common Carrier. Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

#### **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 Principal Sum is shown 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**

<b>Loss of:</b>	<b>Percentage of Maximum Limit:</b>
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 of an air conveyance operated under a

license for the transportation of passengers for hire during the Trip. 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 forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Trip in which You were a passenger.

#### **RENTERS COLLISION INSURANCE**

If You rent a car while on the Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within Your control while in Your possession, the Company will pay the lesser of:

- (a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- (b) The Actual Cash Value of the car, meaning purchase price less depreciation; or
- (c) The amount shown on Your Confirmation of Benefits.

Coverage is provided to You and Your Traveling Companions, provided You and Your Traveling Companions are licensed drivers, and are listed on the rental agreement.

#### **TRAVEL ASSISTANCE SERVICES**

The Travel Assistance feature provides a variety of travel related services. Services offered include:

24/7 Worldwide Assistance Services  
Travel Assistance, Medical Emergency, Concierge Service  
and Political Evacuation Service  
CALL TOLL FREE:  
(Within the United States and Canada)  
866-443-6971  
OR CALL COLLECT:  
443-279-7335  
(From all other locations)

## **AVAILABILITY OF SERVICES**

You are eligible for Information and Concierge Services at any time after You purchase this plan. The Emergency Medical, Travel and Evacuation Assistance becomes available when You actually start Your trip. Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when You reach Your return destination; or when You complete Your trip.

## **MEDICAL ASSISTANCE**

Medical Monitoring; Medical, Dental, Ophthalmic, and Pharmacy Referrals; Deposits, Advances and Guarantees; Dispatch of Medicine, Eye Glasses, Dental Prosthetics; Emergency Medical Transportation (Evacuation/Repatriation); Medically Supervised Repatriation; Repatriation of Remains.

\*Any charges for services rendered will be billed to Your credit card at the time of service.

## **PRE-TRIP INFORMATION**

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

## **CONCIERGE SERVICES**

Concierge services are provided by RoamRight's designated provider. There is no charge for the services provided by the provider. You are responsible for the cost of services provided and charged for by third parties, and for the actual cost of merchandise, entertainment, sports, tickets, food and beverages and other disbursement items. Services offered include: City Profiles; Event Ticketing; Flowers and Gift Baskets; Hotel Accommodations; Meet and Greet Services; Pre-trip Assistance; Restaurant Reviews and Reservations; Rental Car Reservations; Airline Reservations

## **TRAVEL ASSISTANCE**

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

\*Any charges for services rendered will be billed to Your

credit card at the time of service.

## **POLITICAL EVACUATION**

Political Evacuation is provided by RoamRight's designated provider. In the event of a political emergency situation due to government or social upheaval while traveling in a foreign country; the Assistance Company will evacuate You to the nearest place of safety and then to Your home. All reasonable expenses incurred for Your transportation to the nearest place of safety, and then to Your home, are covered up to a maximum of \$100,000. Arrangements will be by the most appropriate and economical means available and consistent with Your health and safety. If an evacuation is impossible due to hostile conditions, the Assistance Company will use security resources to maintain contact with You until evacuation becomes possible or the emergency is concluded. All arrangements must be arranged and coordinated by the Assistance Company. Services rendered without the coordination and approval of the Assistance Company are not covered.

Travel assistance services are provided by an independent organization and not by Arch Insurance Company or RoamRight. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services and help You resolve Your emergency situation.

Payment reimbursement to the Assistance Company for non-covered expenses is Your responsibility.

## **DEFINITIONS**

- 1) **"Accident"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.
- 2) **"Accidental Injury"** means Bodily Injury caused by an Accident (of external origin) being the direct and independent cause in the Loss.
- 3) **"Actual Cash Value"** means purchase price less depreciation.
- 4) **"Assistance Company"** means the service

provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.

- 5) **"Baggage"** means luggage and personal possessions, whether owned, borrowed, or rented, taken by You on the Trip.
- 6) **"Bankruptcy"** means the filing of a petition for voluntary or involuntary Bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.
- 7) **"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.
- 8) **"Business Partner"** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day to day management of the business.
- 9) **"Checked Baggage"** means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.
- 10) **"City"** means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.
- 11) **"Common Carrier"** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.
- 12) **"Company"** means Arch Insurance Company.
- 13) **"Complication of Pregnancy"** means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.
- 14) **"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.

- 15) **"Cruise"** means any prepaid sea arrangements.
- 16) **"Default"** means a material failure or inability to provide contracted services due to financial insolvency.
- 17) **Dependent Child(ren)"** means Your natural child(ren) from the moment of birth, by blood or by law, or step, foster or adopted children from the moment of placement in Your home who: (1) is less than 26 years of age; (2) is unmarried; (3) is a resident of New Hampshire or is enrolled as a student at a public or private institution of higher education; and (4) is not provided coverage as a named subscriber, insured, enrollee, or covered person under any other group or individual health benefits plan, group health plan, church plan or health benefits plan, or entitled to benefits under Title XVIII of the Social Security Act, Public Law 89-97, 42 U.S.C. 1395 et seq.

Your unmarried child who has reached age 26 and who is mentally or physically incapable of earning his or her own living on the date on which such child attains the limiting age and would otherwise lose their coverage, will continue to be covered under this policy while it remains in force. Coverage will continue for as long as such incapacity continues and for as long as said child remains chiefly financially dependent on You provided that proof of such incapacity is furnished to Us within 31 days of the dependent child's attainment of the limiting age.

If Your covered Dependent Child(ren) is a full-time student, as defined by the appropriate educational institution, beyond the age of 18, such Dependent's coverage will include coverage for a Dependent's medically necessary leave of absence from school for a period not to exceed 12

months or the date on which coverage would otherwise end pursuant to the terms and conditions of the policy, whichever comes first. Any breaks in the school semester will not disqualify the Dependent child(ren) from coverage. Documentation and certification of the medical necessity of a leave of absence will be submitted to Us by the student's attending physician and will be considered prima facie evidence of entitlement to coverage under the policy. The date of the documentation and certification of the medical necessity of a leave of absence will be the date the insurance coverage under the policy commences.

- 18) **"Domestic Partner"** means a person, at least 18 years of age, with whom you have been living in a spousal relationship prior to the Effective Date of coverage or Partner to a Civil Union.
- 19) **"Economy Fare"** means the lowest published rate for a one-way ticket.
- 20) **"Effective Date"** means the date and time Your coverage begins, as outlined in the General Provisions section of the policy.
- 21) **"Exotic Vehicles"** includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, Bradley, Bricklin, Corvette, Cosworth, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Hummer, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR. Antique cars meaning cars that are over 20 years old or have not been manufactured for 10 or more years, any vehicle with an original manufacturer's suggested retail price greater than \$25,000 and Yugo.
- 22) **"Family Member"** means Your or Your Traveling Companion's legal or common law Spouse, Domestic Partner, Partner to a Civil Union, legal guardian, parent, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.
- 23) **"Hazard"** means:

- a) Any delay of a Common Carrier (including Inclement Weather).
  - b) Any delay by a traffic accident en route to a departure, in which You or Your Traveling Companion is directly or not directly involved.
  - c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced Strike, Natural Disaster.
- 24) **"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.
- 25) **"Host at Destination"** means a person with whom You are sharing pre-arranged overnight accommodations at the host's usual principal place of residence.
- 26) **"Inclement Weather"** means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.
- 27) **"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.
- 28) **"Insured"** means a person while covered under the policy and for whom the required premium is paid. Insured also means "You or Your".
- 29) **"Land/Sea Arrangements"** means land and or sea arrangements made by the Travel Supplier.

- 30) **"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.
- 31) **"Maximum Benefit"** means the largest total amount of Covered Expenses that the Company will pay for You.
- 32) **"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.
- 33) **"Natural Disaster"** means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.
- 34) **"Partner to a Civil Union"** means a civil union between one unmarried man and another unmarried man both of whom are at least 18 years of age or one unmarried woman and another unmarried woman both of whom are at least 18 years of age, provided that they are not in another civil union. No man shall enter into a civil union with his father, his grandfather, his father's brother, his mother's brother, his son, his brother, his son's son, his daughter's son, his brother's son, his sister's son, his father's brother's son, his mother's brother's son, his father's sister's son, or his mother's sister's son. No woman shall enter into a civil union with her mother, her grandmother, her father's sister, her mother's sister, her daughter, her sister, her son's daughter, her daughter's daughter, her brother's daughter, her sister's daughter, her father's brother's daughter, her mother's brother's daughter, her father's sister's daughter, or her mother's sister's daughter.
- 35) **"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.
- 36) **"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 180 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.
- 37) **"Scheduled Departure Date"** means the date on which You are originally scheduled to leave on the Trip.
- 38) **"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.
- 39) **"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.
- 40) **"Ski Equipment"** means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.
- 41) **"Spouse"** means Your legally married Spouse including Domestic Partner and Partner to a Civil Union.
- 42) **"Strike"** means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier.
- 43) **"Terrorist Attack"** means an incident deemed an act of terrorism by the U.S. Government.
- 44) **"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.
- 45) **"Travel Supplier"** means tour operator, Cruise line, hotel etc. who has made the Land and/or Sea Arrangements.
- 46) **"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 50 miles from Your primary residence.
- 47) **"Unforeseen"** means not anticipated or expected and occurring after the Effective Date of the policy.
- 48) **"Used"** means to avail oneself of, to employ, to expend or consume, or to convert to one's service.

## 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 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 (except Emergency Evacuation and Repatriation of Remains), 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 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 declared legally intoxicated or having taken illegal drugs or narcotics, unless prescribed by a legally qualified Physician or surgeon;
- 9) Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Family Member whether insured or not (This exclusion does not apply if You had no knowledge of the commission of or the attempt to commit a criminal act);
- 10) Injury sustained while taking part in mountaineering where ropes or 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;
- 11) Dental treatment except as a result of Accidental Injury to sound natural teeth;
- 12) Pregnancy and childbirth (except for Complications of Pregnancy or as specifically provided under Part A);
- 13) Traveling for the purpose of securing medical treatment.

**The following limitation applies to Trip Cancellation:** All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the specified period. If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

**The following exclusions apply to Baggage/Personal**

**Effects and Baggage Delay:**

The Company will not provide benefits for any Loss or damage to:

- 1) Animals; automobiles and automobile equipment;
- 2) Boats or other vehicles or conveyances; trailers; motors;
- 3) Motorcycles; bicycles (except when checked as Baggage with a Common Carrier); eye glasses, sunglasses or contact lenses; artificial teeth and dental bridges;
- 4) Hearing aids; prosthetic limbs; keys, money, stamps, securities and documents; tickets.

**Any Loss caused by or resulting from the following is excluded:**

Wear and tear or gradual deterioration; insects or vermin; inherent vice or damage while the article is actually being worked upon or processed; confiscation or expropriation by order of any government; radioactive contamination; war or any act of war whether declared or not; property shipped as freight or shipped prior to the Scheduled Departure Date.

**The following exclusions apply to Renters Collision Insurance:**

- 1) Any obligation You assume under any agreement (except insurance collision deductible);
- 2) Rentals of trucks, campers, trailers, off-road vehicles, motor bikes, motorcycles, recreational vehicles, or Exotic Vehicles;
- 3) Any Loss which occurs if You are in violation of the rental agreement;
- 4) Failure to report the Loss to the proper local authorities and the rental company;
- 5) Damage to any other vehicle, structure or person as a result of a covered Loss.

**The following duties in the event of Loss apply to Renters Collision Insurance:**

- 1) You must take all reasonable, necessary steps to protect the vehicle 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 the Company all documentation such as rental agreement, police report and damage estimate.

**CLAIMS PROCEDURE**

**To facilitate prompt claims settlement:**

**TRIP CANCELLATION/TRIP INTERRUPTION:** IMMEDIATELY Call Your Travel Supplier and Arch Insurance Company to report Your cancellation and avoid non-Covered Expenses due to late reporting. Arch Insurance Company will then advise You on how to obtain the appropriate form to be completed by You and the attending Physician. If You are prevented from taking 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 in the Trip. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY/MISSED CONNECTION:** Obtain any specific dated documentation, which 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 from additional expenses incurred.

**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.

**BAGGAGE:** Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

**HOW TO CONTACT US TO FILE A CLAIM:**

Arch Insurance Company  
8601 LaSalle Rd.

Suite 102  
Towson, MD 21286  
PHONE: 1-855-762-6252  
FAX: 443-279-2901  
EMAIL: claims@roamright.com  
WEBSITE: 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 three (3) years after the time required for giving proof of loss.

**CONTROLLING LAW.** Any part of the Policy that conflicts with the laws of the state of New Hampshire is changed to meet the minimum requirements of that law.

**MISREPRESENTATION AND FRAUD.** Coverage under this policy shall be denied for You who, whether before or after a loss, has intentionally concealed or misrepresented any material fact or circumstance; engaged in fraudulent conduct; or made false statements relating to this insurance.

**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 (except Trip Cancellation) 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.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at Your location, on the day after the required premium for such coverage is received by the Company or its authorized representative.

**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.

**EXTENDED COVERAGE.** All coverage under the policy will be extended, if: (a) Your entire Trip is covered by the policy; and (b) Your return is delayed by covered reasons specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**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 policy 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.** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall not invalidate nor reduce any claims under this Policy if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. In any case, the proof required must

be given no later than one year from the time specified except in the absence of legal capacity.

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

**NOTICE OF LOSS.** If Your property covered under the policy is lost, stolen or damaged, You must:

- a) Notify the Company, or its authorized representative as soon as possible;
- b) Take immediate steps to protect, save and/or recover the covered property;
- c) Give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage;
- d) Notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

**PROOF OF LOSS.** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall not invalidate nor reduce any claims under this Policy if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible. In any case, the proof required must be given no later than one year from the time specified except in the absence of legal capacity.

**SETTLEMENT OF LOSS.** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid within 5 working days from the date of agreement with You or claimant if the property has not been recovered. You must present acceptable proof of loss and the value involved to the Company.

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

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

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

*Linda M. Fallon*

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Authorized Agent