



## TRAVEL INSURANCE POLICY

### Friendly Planet Travel Protection Plan

This Policy is issued in consideration of enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by American Modern Home Insurance Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Confirmation of benefits. It provides You with specific information about the program You purchased. This policy is issued for a stated term as shown on the Confirmation of Benefits.

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## SCHEDULE OF BENEFITS

### *Trip Cancellation:*

Trip Cost As Stated On Your Confirmation of Benefits. Maximum Trip Length: 30 Days

### *Trip Cancellation For Any Reason (CFAR):*

75% Of The Trip Cost - This coverage is Optional and must be shown on Your Confirmation of Benefits

### *Trip Interruption:*

100% of the Trip Cost Limit

### *Single Occupancy Supplement:*

Included

### *Missed Connection:*

\$1,000

### *Trip Delay:*

Minimum 6 hours delay

\$150 per day, Maximum of \$750

### *Airline Ticket Change Fee:*

\$75

### *Baggage Delay:*

Minimum 24 hours delay

Maximum of \$250

### *Baggage / Personal Effects:*

\$1,000

Per Article: \$300. Combined Maximum Limit For Described Property: \$300

### *Accidental Death and Dismemberment (AD&D):*

PrincipalSum: \$50,000

### *Emergency Accident and Emergency Sickness Medical Expense (Emergency Medical):*

\$50,000

Deductible: \$0

Dental Expense Only: \$750

### *Emergency Medical Evacuation and Medically Necessary Repatriation (Emergency Evacuation and Repatriation):*

\$100,000

### *Repatriation of Remains:*

\$50,000

## SECTION I. GENERAL DEFINITIONS

“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. “Accidental Injury” means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by Sickness or other bodily diseases or infirmity.

“Actual Cash Value” means purchase price less depreciation.

“Assistance Company” means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

“Baggage” means luggage and personal effects and possessions whether owned, borrowed, or rented, and taken by You on the Covered Trip.

“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.

“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 partnership; and (b) is actively involved in the day to day management of the business.

“Carry On Baggage” means a piece of Baggage that is not Checked Baggage and is owned by and accompanies You while traveling on a Common Carrier.

“Checked Baggage” means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.

“City” means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

“Common Carrier” means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the Transportation of passengers for hire.

“Complications of Pregnancy” means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

“Covered Expenses” shall mean expenses incurred by You which are: for Medically Necessary services, supplies, care, or treatment; due to Sickness or Accidental Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the Confirmation of benefits, under each stated benefit.

“Covered Trip” means a trip for which You request insurance coverage and pay the required premium, and includes:

- (a) a period of travel away from home to a destination outside Your City of residence;
- (b) the purpose of the trip is business or pleasure; and
- (c) the trip has defined Departure and Return dates.

“Deductible” means the dollar amount You must contribute to the loss.

“Default” means a material failure or inability to provide contracted services due to financial insolvency.

“Dependent Child(ren)” means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 19 and primarily

dependent on You for support and maintenance; or who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

“Domestic Partner” means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the Effective Date of coverage.

“Effective Date” means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

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

“Emergency Sickness” means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Covered Trip.

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

“Family Member” means You or Your Traveling Companion’s legal or common law spouse, Domestic Partner, Yours or Your Domestic Partner’s caregiver, parent, legal guardian, 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.

“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 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 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.

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

“Insured” means a person who has enrolled for insurance under this Policy. You and Your also means the Insured.

“Medically Necessary” means that a treatment, service, or supply is: essential for diagnosis, treatment or care of the Accidental Injury or Sickness for which it is prescribed or performed, meets generally accepted standards of medical practice and is ordered by a Physician and performed under his or her care, supervision or order.

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

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

“Physician” means a licensed practitioner of medical, surgical or dental services acting within the scope of his or her license and shall include Christian Science

“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.

“Carry On Baggage” means a piece of Baggage that is not Checked Baggage and is owned by and accompanies You while traveling on a Common Carrier.

“Checked Baggage” means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.

“City” means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

“Common Carrier” means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the Transportation of passengers for hire.

“Complications of Pregnancy” means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

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- (b) the purpose of the trip is business or pleasure; and
- (c) the trip has defined Departure and Return dates.

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“Default” means a material failure or inability to provide contracted services due to financial insolvency.

“Dependent Child(ren)” means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 19 and primarily

dependent on You for support and maintenance; or who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

“Domestic Partner” means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the Effective Date of coverage.

“Effective Date” means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

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

“Emergency Sickness” means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Covered Trip.

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

“Family Member” means You or Your Traveling Companion’s legal or common law spouse, Domestic Partner, Yours or Your Domestic Partner’s caregiver, parent, legal guardian, 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.

“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 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 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.

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

“Insured” means a person who has enrolled for insurance under this Policy. You and Your also means the Insured.

“Medically Necessary” means that a treatment, service, or supply is: essential for diagnosis, treatment or care of the Accidental Injury or Sickness for which it is prescribed or performed, meets generally accepted standards of medical practice and is ordered by a Physician and performed under his or her care, supervision or order.

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

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

“Physician” means a licensed practitioner of medical, surgical or dental services acting within the scope of his or her license and shall include Christian Science

Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

“Policy” shall mean this individual Policy document, the Confirmation of benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

“Pre-Existing Condition” means any Accidental Injury, Sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You 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.

“Reasonable and Customary / Reasonable and Customary Charges” means an expense which:

- (a) is charged for treatment, supplies, or medical services Medically Necessary to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary charges exceed the actual amount charged.

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

“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 or to Your primary residence from a Covered Trip.

“Sickness” means an illness or disease which is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy.

“Strike” means a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which

interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts.

“Terrorist Attack” means an incident deemed an act of terrorism by the U.S. Department of State.

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

“Traveling Companion” means person(s) booked to accompany You on Your Covered Trip. Note: A group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

“Travel Supplier” means any entity involved in providing travel services or travel arrangements.

“Unforeseen” means not anticipated or expected, and occurring on or after the Effective Date of the Policy.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**SUIT AGAINST US:** 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 unless there has been full compliance with all of the terms of this Policy and no more than 2 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and

remedies You had relating to the loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

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

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**ELIGIBILITY:** Each Insured must enroll for his or her own insurance and pay any premium due. If a minor Dependent Child is traveling with a parent, the parent must enroll himself/herself for insurance and also enroll the child for his or her own insurance and pay any premium due. If accepted by Us, each person will become Insured.

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is shown in the Confirmation of benefits and remains in effect for the stated term shown in the Confirmation of benefits.

When Your coverage for Benefits Begins:

Subject to payment of any premium due:

- (a) For Trip Cancellation: Coverage begins at 12:01 A.M. local time, at Your location on the day after the required premium for such coverage is received by Us or Our Administrator as shown in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.



(b) For Trip Delay: Coverage is in force while en route to and from the Covered Trip.

(c) For all other coverages: Coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or your actual departure for Your Covered Trip.

#### When Your Coverage Ends:

Coverage is effective for the stated term shown in Your Confirmation of Benefits. In addition, 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) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date; or
- (e) the date You cancel Your Covered Trip.

#### EXTENDED COVERAGE:

All coverage under the Policy will be extended, if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by covered reasons specified under Trip Cancellation, Trip Interruption or Trip Delay.

If coverage is extended for the above reasons, coverage will end on: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.

#### SECTION IV. COVERAGES

We will provide the coverage described in this policy only if it is listed on the Table of Insurance Benefits on the Confirmation of Benefits.

#### TRIP CANCELLATION / TRIP INTERRUPTION

##### TRIP CANCELLATION

We will pay a benefit, up to the maximum shown on the Confirmation of Benefits, if You are prevented from taking Your Covered Trip due to any of the Unforeseen events listed below.

We will pay You for the following:

- (a) The amount of forfeited, non-refundable, and unused Payments or Deposits that You paid for the Covered Trip.
- (b) Additional cost incurred if the Travel Supplier cancels Your Covered Trip for a covered reason and You elect to replace that Travel Supplier with a different Travel Supplier.

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

**SINGLE OCCUPANCY:** We will pay You, up to the maximum shown on the Confirmation of Benefits, for the additional cost incurred during the Covered 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 or her Covered Trip delayed, canceled, or interrupted for a covered reason and You do not cancel Your Covered Trip.

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

##### TRIP INTERRUPTION

We will pay a benefit, up to the maximum shown on

the Confirmation of Benefits, if You are prevented from continuing or resuming Your Covered Trip due to any of the Unforeseen events listed below.

We will pay You:

- (a) for the unused, non-refundable travel arrangements prepaid to the Travel Supplier(s); or
- (b) additional Transportation expenses incurred by You; or
- (c) return air travel up to the lesser of the cost of an economy flight or the amount shown in the Confirmation of Benefits.

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

For Trip Cancellation or Trip Interruption, Unforeseen Events Include:

- (a) Accidental Injury, Sickness or death of You, Your Traveling Companion, Your Family Member, Your children's caregiver or Your Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) A serious Accidental Injury incurred by You that causes You to be medically unable to continue Your activity. An actual examination by a Physician must take place and the Physician must advise You to discontinue the activity.
- (c) Inclement weather, Natural Disasters, Terrorist Attacks, or mechanical breakdown of the common carrier which results in the complete cessation of travel services at the point of departure or destination for at least 48 consecutive hours.
- (d) Natural Disaster or documented man-made disaster at the point of departure or Your destination which renders Your primary residence or the accommodations at Your destination uninhabitable.

(e) Strike that causes complete cessation of travel services of Your Common Carrier for at least 48 consecutive hours.

(f) You or Your Traveling Companion are terminated, or laid off from employment, from a place of employment for which You have been employed for the past 5 consecutive years.

(g) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within 50 miles of a City listed on Your itinerary. The Terrorist Attack must occur on or after the Effective Date of Your Trip Cancellation Coverage.

(h) You or Your Traveling Companion being directly involved in or delayed due to a traffic Accident substantiated by a police report, while en route to departure.

(i) You and/or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided You are or Your Traveling Companion are not a party to the legal action or appearing as a law enforcement officer; the victim of felonious assault; 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.

### **TRIP CANCELLATION FOR ANY REASON**

This coverage is Optional and must be shown on Your Confirmation of Benefits.

If You are prevented from taking the Covered Trip for any reason not otherwise covered by this policy, We will reimburse You or Your designated representative for 75% of the prepaid, forfeited, non-refundable Payments or Deposits for the Covered Trip arrangement(s), provided the following conditions are met:

(a) this coverage is purchased when the initial Payment or Deposit is paid and You insure the cost of any

subsequent arrangement(s) added to the same Covered Trip when the date of Payment or Deposit for any subsequent Covered Trip arrangement(s) is paid; and

(b) this insurance coverage is purchased for the full cost of all non-refundable prepaid Covered Trip arrangements; and

(c) You or Your designated representative cancels the Covered Trip no less than 2 days prior to the Scheduled Departure Date.

This coverage will be terminated and no benefits will be paid if the full costs of all prepaid, non-refundable Covered Trip arrangements are not insured. Any premium paid for this coverage will be refunded.

### **MISSED CONNECTION**

We will pay the benefit shown in the Confirmation of Benefits if You missed Your Covered Trip departure due to cancellation or delay for 3 or more hours of all regularly scheduled airline flights due to Inclement Weather or any delay caused by a Common Carrier. Benefits of up to the amount shown in the Confirmation of Benefits are provided to cover:

(a) additional Transportation expenses needed for You to join the departed Covered Trip,

(b) reasonable accommodations and meal expenses, and

(c) non-refundable Covered Trip payments for the unused portion of Your Covered Trip.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to You if You are able to meet Your scheduled departure but cancel Your Covered Trip due to Inclement Weather.

### **TRIP DELAY**

We will pay You for additional expenses on a one-time basis, up to the maximum shown in the Confirmation of Benefits, if You are delayed en route to or from the

Covered Trip for 6 or more hours due to the Unforeseen events listed under Trip Cancellation and Trip Interruption.

Additional Expenses include:

(a) any prepaid, unused, non-refundable land, air, or water accommodations;

(b) any reasonable additional expenses incurred (meals, accommodations, local Transportation, and telephone calls);

(c) an economy fare from the point where You ended Your Covered Trip to a destination where You can resume Your Covered Trip; or

(d) a one-way economy fare to return You to Your originally scheduled return destination.

### **BAGGAGE DELAY (Outward Journey Only)**

We will pay You for the expense of replacing necessary personal effects, up to the maximum shown on the Confirmation of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours, while on a Covered Trip, except for return travel to Your primary residence.

You must be a ticketed passenger on a Common Carrier. All claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchase or replacement of necessary personal effects must accompany any claim.

### **BAGGAGE/PERSONAL EFFECTS**

We will pay You up to the maximum shown on the Confirmation of Benefits, for loss, theft or damage to Baggage and personal effects, provided You, Your Traveling Companion or Your Family Member has taken all reasonable measures to protect, save and/or recover the property at all times. The Baggage and personal effects must be owned by and accompany You during the Covered Trip. If You have checked

Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property. Original receipts must be provided for reimbursement.

There is a per article limit shown on the Confirmation of Benefits. There is a combined maximum limit shown on the 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; sports equipment; personal computers; radios; cameras; camcorders and their accessories and related equipment; and other electronic items.

We will pay You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement. We 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. We will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of loss, theft or damage to Baggage and Personal Effects; or
- (b) the cost of repair or replacement.

## **ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table below. The loss must occur within 365 days after the date of the Accident causing the loss. The Principal Sum is shown on the Confirmation of Benefits.

If more than one loss is sustained as the result of

an Accident, the amount payable shall be the largest amount of a sustained loss shown in the Table of Losses.

### **TABLE OF LOSSES**

Loss of:

Percentage of Principal Sum:

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%

“Loss” with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints; or
- (b) eye means an entire and irrecoverable loss of sight; or
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

No benefit is payable for loss resulting from or due to stroke, cerebral vascular, or cardiovascular Accident or event; myocardial infarction (heart attack); coronary thrombosis, or aneurysm.

**EXPOSURE:** We will pay benefits for covered Losses which result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

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

We will pay Reasonable and Customary Charges up to the maximum limit shown on the Confirmation of Benefits, if You incur necessary Covered Expenses while on your Covered Trip and as a result of an Accidental Injury or Emergency Sickness which first manifests itself during the Covered Trip.

Covered Expenses are Medically 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) Hospital or ambulatory medical-surgical center services (this may also include expenses for a Cruise ship cabin or Hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a Hospital room for recovery from a Sickness);
- (d) charges for anesthetics (including administration);
- (e) x-ray examinations or treatments, and laboratory tests;
- (f) ambulance service;
- (g) drugs, medicines, prosthetics and therapeutic services and supplies; and
- (h) emergency dental treatment for the relief of pain.

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

We will not pay benefits in excess of the Reasonable and Customary Charges. We will not cover any expenses incurred by another party at no cost to You or already included within the cost of the Covered Trip.

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

#### Insurance With Other Insurers

If there is other valid coverage, not with Us, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which We have not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this Policy shall be for such proportion of the loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss for which We had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the “like amount” of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

#### **EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

We will pay, subject to the limitations set out herein, for Covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an Accidental Injury or Emergency Sickness that warrants Your Emergency Medical Evacuation while You are on a Covered Trip. Benefits payable are subject to the Maximum Benefit per Insured shown on the Confirmation of Benefits for all Emergency Medical Evacuations due to all injuries from the same Accident or all Emergency Sickness from the same or related causes.

A legally licensed Physician, in coordination with

the Assistance Company, must order the Emergency Medical Evacuation and must certify that the severity of Your Accidental Injury or Emergency Sickness warrants Your Emergency Medical Evacuation to the closest adequate medical facility. The Assistance Company or We must review and approve the necessity of the Emergency Medical Evacuation based on the inadequacy of local medical facilities. The Emergency Medical 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 Medical Evacuation expenses are those for Medically Necessary Transportation, including Reasonable and Customary medical services and supplies incurred in connection with Your Emergency Medical Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; and (b) required by the standard regulations of the conveyance transporting You; and (c) reviewed and pre-approved by the Assistance Company.

We will also pay Reasonable and Customary expenses, for escort expenses required by You, if You are disabled during a Covered Trip and an escort is recommended in writing by an attending Physician and such expenses are pre-approved by the Assistance Company.

If You are hospitalized for more than 7 days following a Covered Emergency Medical Evacuation, We will pay, subject to the limitations set out herein, for expenses:

- (a) to return to the United States where You reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Accidental Injury or Emergency Sickness occurred and were left alone. Our payment will not 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 1 person chosen by You to and from the Hospital or other medical facility where You are con-

finied if You are alone, but not to exceed the cost of 1 round-trip economy airfare ticket.

In addition to the above Covered Expenses, if We have previously evacuated You to a medical facility, We will pay Your airfare costs from that facility to Your primary residence, within 1 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.

**Transportation of Spouse or Domestic Partner:** If You are confined to the Hospital for more than 7 days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than 7 consecutive days, or if You die on the Covered Trip and require Repatriation of Remains, We will return Your spouse or Domestic Partner to Your primary residence. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel ticket.

#### **REPATRIATION OF REMAINS**

We will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Covered Trip. No payment will exceed the maximum shown on the Confirmation of Benefits.

**Covered Expenses include:** The collection of the body of the deceased; the transfer of the body to a professional funeral home; embalming and preparation of the body or cremation if so desired; standard shipping casket; any required consular proceedings; the transfer of the casket to the airport and boarding of the casket onto the plane; any required permits and corresponding airfare; and the transfer of the deceased to its final destination. All Covered Expenses must be approved in



advance by the Assistance Company.

**Escort Service:** We will pay to return any of Your children who were accompanying You at the time of Your death back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person.

## **SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States dollars. The following provisions will apply to all benefits.

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

**NOTICE OF CLAIM:** Written notice of claim must be given by the Claimant (either You or someone acting for You) to Us or our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the

address shown on the Confirmation of Benefits or to Our authorized designee.

**Under Baggage / Personal Effects Coverage,** If Your covered property is lost, stolen or damaged, You must:

- (a) notify Us, or Our Administrator 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; and
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOF OF LOSS:** The Claimant must send Us or our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible.

**OTHER INSURANCE WITH US:** You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine a claimant as often as needed while a claim is pending. We may

choose the Physician. We also have the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at Our expense.

## **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**

The following exclusions apply to Trip Cancellation (and if applicable, Trip Cancellation for Any Reason), Trip Interruption, Missed Connection, Trip Delay, Accidental Death and Dismemberment, Emergency Accident and Sickness Medical Expense, Emergency Medical Evacuation and Medically Necessary Repatriation, and Repatriation of Remains.

Loss caused by or resulting from:

1. Pre-Existing Conditions, unless: a) the Policy is purchased within 14 days of Your initial Trip deposit; b) the booking for the Covered Trip must be the first and only booking for this travel period and destination; and c) You are not disabled from travel at the time You pay the premium;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth;
4. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
5. Mental or emotional disorders, unless hospitalized;
6. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; spelunking or caving; or rock climbing;
8. Participation in any military maneuver or train-

ing exercise, police service, or any loss while You are in the service of the armed forces of any country;

9. Participation as a professional athlete; participation in non-professional, organized amateur or inter-scholastic athletics or sports competitions or events;

10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;

11. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;

12. Services not shown as covered;

13. Cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;

14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;

15. Traveling for the purpose of securing medical treatment;

16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; or Your participation in any military maneuver or training exercise;

17. Your participation in civil disorder, riot or a felony;

18. Accidental Injury or Sickness when traveling against the advice of a Physician;

19. Care or treatment which is not Medically Necessary;

20. Services not shown as covered; and expenses not approved by the Assistance Company in advance;

21. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation; or

22. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration,

escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

The following exclusions apply to Baggage and Personal Effects:

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. bicycles (except when checked as Baggage with a Common Carrier);
9. eye glasses, sunglasses or contact lenses;
10. artificial teeth and dental bridges;
11. hearing aids;
12. prosthetic limbs;
13. keys, money, stamps, securities and documents;
14. tickets;
15. art objects and musical instruments;
16. consumables including medicines, perfumes, cosmetics, and perishables;
17. professional or occupational equipment or property, whether or not electronic Business Equipment;
18. telephones, computer hardware or software; or
19. property illegally acquired, kept, stored or transported.

Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. breakage of brittle or fragile articles;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;

5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. property shipped as freight or shipped prior to the Scheduled Departure Date.
9. delay or loss of market value;
10. indirect or consequential loss or damage of any kind;
11. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. electrical current including electric arcing that damages or destroys electrical devices or appliances;
13. mysterious disappearance;
14. confiscation or expropriation by order of any government.

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In witness whereof American Modern Home Insurance Company has caused this Policy to be signed by its President and Secretary, at Amelia, Ohio.

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If you are travelling and in need of Assistance, please call (866) 978-4704.

If you would like to file a Claim, please call 1877-369-2774 / 786-838-0757.

**ASSIST  
CARD®**

Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

“Policy” shall mean this individual Policy document, the Confirmation of benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

“Pre-Existing Condition” means any Accidental Injury, Sickness or condition of You, Your Traveling Companion, or Your Family Member booked to travel with You 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.

“Reasonable and Customary / Reasonable and Customary Charges” means an expense which:

- (a) is charged for treatment, supplies, or medical services Medically Necessary to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary charges exceed the actual amount charged.

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

“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 or to Your primary residence from a Covered Trip.

“Sickness” means an illness or disease which is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy.

“Strike” means a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which

interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts.

“Terrorist Attack” means an incident deemed an act of terrorism by the U.S. Department of State.

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

“Traveling Companion” means person(s) booked to accompany You on Your Covered Trip. Note: A group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

“Travel Supplier” means any entity involved in providing travel services or travel arrangements.

“Unforeseen” means not anticipated or expected, and occurring on or after the Effective Date of the Policy.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**SUIT AGAINST US:** 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 unless there has been full compliance with all of the terms of this Policy and no more than 2 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and

remedies You had relating to the loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

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

## SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**ELIGIBILITY:** Each Insured must enroll for his or her own insurance and pay any premium due. If a minor Dependent Child is traveling with a parent, the parent must enroll himself/herself for insurance and also enroll the child for his or her own insurance and pay any premium due. If accepted by Us, each person will become Insured.

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is shown in the Confirmation of benefits and remains in effect for the stated term shown in the Confirmation of benefits.

When Your coverage for Benefits Begins:

Subject to payment of any premium due:

- (a) For Trip Cancellation: Coverage begins at 12:01 A.M. local time, at Your location on the day after the required premium for such coverage is received by Us or Our Administrator as shown in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.

(b) For Trip Delay: Coverage is in force while en route to and from the Covered Trip.

(c) For all other coverages: Coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or your actual departure for Your Covered Trip.

#### When Your Coverage Ends:

Coverage is effective for the stated term shown in Your Confirmation of Benefits. In addition, 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) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date; or
- (e) the date You cancel Your Covered Trip.

#### EXTENDED COVERAGE:

All coverage under the Policy will be extended, if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by covered reasons specified under Trip Cancellation, Trip Interruption or Trip Delay.

If coverage is extended for the above reasons, coverage will end on: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.

#### SECTION IV. COVERAGES

We will provide the coverage described in this policy only if it is listed on the Table of Insurance Benefits on the Confirmation of Benefits.

#### TRIP CANCELLATION / TRIP INTERRUPTION

##### TRIP CANCELLATION

We will pay a benefit, up to the maximum shown on the Confirmation of Benefits, if You are prevented from taking Your Covered Trip due to any of the Unforeseen events listed below.

We will pay You for the following:

- (a) The amount of forfeited, non-refundable, and unused Payments or Deposits that You paid for the Covered Trip.
- (b) Additional cost incurred if the Travel Supplier cancels Your Covered Trip for a covered reason and You elect to replace that Travel Supplier with a different Travel Supplier.

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

**SINGLE OCCUPANCY:** We will pay You, up to the maximum shown on the Confirmation of Benefits, for the additional cost incurred during the Covered 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 or her Covered Trip delayed, canceled, or interrupted for a covered reason and You do not cancel Your Covered Trip.

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

##### TRIP INTERRUPTION

We will pay a benefit, up to the maximum shown on

the Confirmation of Benefits, if You are prevented from continuing or resuming Your Covered Trip due to any of the Unforeseen events listed below.

We will pay You:

- (a) for the unused, non-refundable travel arrangements prepaid to the Travel Supplier(s); or
- (b) additional Transportation expenses incurred by You; or
- (c) return air travel up to the lesser of the cost of an economy flight or the amount shown in the Confirmation of Benefits.

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

For Trip Cancellation or Trip Interruption, Unforeseen Events Include:

- (a) Accidental Injury, Sickness or death of You, Your Traveling Companion, Your Family Member, Your children's caregiver or Your Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
- (b) A serious Accidental Injury incurred by You that causes You to be medically unable to continue Your activity. An actual examination by a Physician must take place and the Physician must advise You to discontinue the activity.
- (c) Inclement weather, Natural Disasters, Terrorist Attacks, or mechanical breakdown of the common carrier which results in the complete cessation of travel services at the point of departure or destination for at least 48 consecutive hours.
- (d) Natural Disaster or documented man-made disaster at the point of departure or Your destination which renders Your primary residence or the accommodations at Your destination uninhabitable.



(e) Strike that causes complete cessation of travel services of Your Common Carrier for at least 48 consecutive hours.

(f) You or Your Traveling Companion are terminated, or laid off from employment, from a place of employment for which You have been employed for the past 5 consecutive years.

(g) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within 50 miles of a City listed on Your itinerary. The Terrorist Attack must occur on or after the Effective Date of Your Trip Cancellation Coverage.

(h) You or Your Traveling Companion being directly involved in or delayed due to a traffic Accident substantiated by a police report, while en route to departure.

(i) You and/or Your Traveling Companion are hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided You are or Your Traveling Companion are not a party to the legal action or appearing as a law enforcement officer; the victim of felonious assault; 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.

### **TRIP CANCELLATION FOR ANY REASON**

This coverage is Optional and must be shown on Your Confirmation of Benefits.

If You are prevented from taking the Covered Trip for any reason not otherwise covered by this policy, We will reimburse You or Your designated representative for 75% of the prepaid, forfeited, non-refundable Payments or Deposits for the Covered Trip arrangement(s), provided the following conditions are met:

(a) this coverage is purchased when the initial Payment or Deposit is paid and You insure the cost of any

subsequent arrangement(s) added to the same Covered Trip when the date of Payment or Deposit for any subsequent Covered Trip arrangement(s) is paid; and

(b) this insurance coverage is purchased for the full cost of all non-refundable prepaid Covered Trip arrangements; and

(c) You or Your designated representative cancels the Covered Trip no less than 2 days prior to the Scheduled Departure Date.

This coverage will be terminated and no benefits will be paid if the full costs of all prepaid, non-refundable Covered Trip arrangements are not insured. Any premium paid for this coverage will be refunded.

### **MISSED CONNECTION**

We will pay the benefit shown in the Confirmation of Benefits if You missed Your Covered Trip departure due to cancellation or delay for 3 or more hours of all regularly scheduled airline flights due to Inclement Weather or any delay caused by a Common Carrier. Benefits of up to the amount shown in the Confirmation of Benefits are provided to cover:

(a) additional Transportation expenses needed for You to join the departed Covered Trip,

(b) reasonable accommodations and meal expenses, and

(c) non-refundable Covered Trip payments for the unused portion of Your Covered Trip.

Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to You if You are able to meet Your scheduled departure but cancel Your Covered Trip due to Inclement Weather.

### **TRIP DELAY**

We will pay You for additional expenses on a one-time basis, up to the maximum shown in the Confirmation of Benefits, if You are delayed en route to or from the

Covered Trip for 6 or more hours due to the Unforeseen events listed under Trip Cancellation and Trip Interruption.

Additional Expenses include:

(a) any prepaid, unused, non-refundable land, air, or water accommodations;

(b) any reasonable additional expenses incurred (meals, accommodations, local Transportation, and telephone calls);

(c) an economy fare from the point where You ended Your Covered Trip to a destination where You can resume Your Covered Trip; or

(d) a one-way economy fare to return You to Your originally scheduled return destination.

### **BAGGAGE DELAY (Outward Journey Only)**

We will pay You for the expense of replacing necessary personal effects, up to the maximum shown on the Confirmation of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours, while on a Covered Trip, except for return travel to Your primary residence.

You must be a ticketed passenger on a Common Carrier. All claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchase or replacement of necessary personal effects must accompany any claim.

### **BAGGAGE/PERSONAL EFFECTS**

We will pay You up to the maximum shown on the Confirmation of Benefits, for loss, theft or damage to Baggage and personal effects, provided You, Your Traveling Companion or Your Family Member has taken all reasonable measures to protect, save and/or recover the property at all times. The Baggage and personal effects must be owned by and accompany You during the Covered Trip. If You have checked

Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property. Original receipts must be provided for reimbursement.

There is a per article limit shown on the Confirmation of Benefits. There is a combined maximum limit shown on the 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; sports equipment; personal computers; radios; cameras; camcorders and their accessories and related equipment; and other electronic items.

We will pay You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement. We 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. We will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of loss, theft or damage to Baggage and Personal Effects; or
- (b) the cost of repair or replacement.

## **ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table below. The loss must occur within 365 days after the date of the Accident causing the loss. The Principal Sum is shown on the Confirmation of Benefits.

If more than one loss is sustained as the result of

an Accident, the amount payable shall be the largest amount of a sustained loss shown in the Table of Losses.

### **TABLE OF LOSSES**

Loss of:

Percentage of Principal Sum:

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%

“Loss” with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints; or
- (b) eye means an entire and irrecoverable loss of sight; or
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

No benefit is payable for loss resulting from or due to stroke, cerebral vascular, or cardiovascular Accident or event; myocardial infarction (heart attack); coronary thrombosis, or aneurysm.

**EXPOSURE:** We will pay benefits for covered Losses which result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

**DISAPPEARANCE:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

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

We will pay Reasonable and Customary Charges up to the maximum limit shown on the Confirmation of Benefits, if You incur necessary Covered Expenses while on your Covered Trip and as a result of an Accidental Injury or Emergency Sickness which first manifests itself during the Covered Trip.

Covered Expenses are Medically 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) Hospital or ambulatory medical-surgical center services (this may also include expenses for a Cruise ship cabin or Hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a Hospital room for recovery from a Sickness);
- (d) charges for anesthetics (including administration);
- (e) x-ray examinations or treatments, and laboratory tests;
- (f) ambulance service;
- (g) drugs, medicines, prosthetics and therapeutic services and supplies; and
- (h) emergency dental treatment for the relief of pain.

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

We will not pay benefits in excess of the Reasonable and Customary Charges. We will not cover any expenses incurred by another party at no cost to You or already included within the cost of the Covered Trip.

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

#### Insurance With Other Insurers

If there is other valid coverage, not with Us, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which We have not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this Policy shall be for such proportion of the loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss for which We had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the “like amount” of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

### **EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

We will pay, subject to the limitations set out herein, for Covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an Accidental Injury or Emergency Sickness that warrants Your Emergency Medical Evacuation while You are on a Covered Trip. Benefits payable are subject to the Maximum Benefit per Insured shown on the Confirmation of Benefits for all Emergency Medical Evacuations due to all injuries from the same Accident or all Emergency Sickness from the same or related causes.

A legally licensed Physician, in coordination with

the Assistance Company, must order the Emergency Medical Evacuation and must certify that the severity of Your Accidental Injury or Emergency Sickness warrants Your Emergency Medical Evacuation to the closest adequate medical facility. The Assistance Company or We must review and approve the necessity of the Emergency Medical Evacuation based on the inadequacy of local medical facilities. The Emergency Medical 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 Medical Evacuation expenses are those for Medically Necessary Transportation, including Reasonable and Customary medical services and supplies incurred in connection with Your Emergency Medical Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; and (b) required by the standard regulations of the conveyance transporting You; and (c) reviewed and pre-approved by the Assistance Company.

We will also pay Reasonable and Customary expenses, for escort expenses required by You, if You are disabled during a Covered Trip and an escort is recommended in writing by an attending Physician and such expenses are pre-approved by the Assistance Company.

If You are hospitalized for more than 7 days following a Covered Emergency Medical Evacuation, We will pay, subject to the limitations set out herein, for expenses:

- (a) to return to the United States where You reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Accidental Injury or Emergency Sickness occurred and were left alone. Our payment will not 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 1 person chosen by You to and from the Hospital or other medical facility where You are con-

finied if You are alone, but not to exceed the cost of 1 round-trip economy airfare ticket.

In addition to the above Covered Expenses, if We have previously evacuated You to a medical facility, We will pay Your airfare costs from that facility to Your primary residence, within 1 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.

**Transportation of Spouse or Domestic Partner:** If You are confined to the Hospital for more than 7 days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than 7 consecutive days, or if You die on the Covered Trip and require Repatriation of Remains, We will return Your spouse or Domestic Partner to Your primary residence. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel ticket.

### **REPATRIATION OF REMAINS**

We will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Covered Trip. No payment will exceed the maximum shown on the Confirmation of Benefits.

**Covered Expenses include:** The collection of the body of the deceased; the transfer of the body to a professional funeral home; embalming and preparation of the body or cremation if so desired; standard shipping casket; any required consular proceedings; the transfer of the casket to the airport and boarding of the casket onto the plane; any required permits and corresponding airfare; and the transfer of the deceased to its final destination. All Covered Expenses must be approved in

advance by the Assistance Company.

**Escort Service:** We will pay to return any of Your children who were accompanying You at the time of Your death back to Your primary residence, including the cost of an attendant for a minor child. Such expenses shall not exceed the cost of a one-way economy airfare ticket, less the value of any applied credit from any unused return travel tickets for each person.

## **SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States dollars. The following provisions will apply to all benefits.

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss.

All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our 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 for the same loss.

**NOTICE OF CLAIM:** Written notice of claim must be given by the Claimant (either You or someone acting for You) to Us or our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the

address shown on the Confirmation of Benefits or to Our authorized designee.

**Under Baggage / Personal Effects Coverage,** If Your covered property is lost, stolen or damaged, You must:

- (a) notify Us, or Our Administrator 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; and
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOF OF LOSS:** The Claimant must send Us or our authorized designee Proof of Loss within 90 days after a covered loss occurs or as soon as reasonably possible.

**OTHER INSURANCE WITH US:** You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine a claimant as often as needed while a claim is pending. We may

choose the Physician. We also have the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at Our expense.

## **SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS**

The following exclusions apply to Trip Cancellation (and if applicable, Trip Cancellation for Any Reason), Trip Interruption, Missed Connection, Trip Delay, Accidental Death and Dismemberment, Emergency Accident and Sickness Medical Expense, Emergency Medical Evacuation and Medically Necessary Repatriation, and Repatriation of Remains.

Loss caused by or resulting from:

1. Pre-Existing Conditions, unless: a) the Policy is purchased within 14 days of Your initial Trip deposit; b) the booking for the Covered Trip must be the first and only booking for this travel period and destination; and c) You are not disabled from travel at the time You pay the premium;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth;
4. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
5. Mental or emotional disorders, unless hospitalized;
6. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; spelunking or caving; or rock climbing;
8. Participation in any military maneuver or train-



ing exercise, police service, or any loss while You are in the service of the armed forces of any country;

9. Participation as a professional athlete; participation in non-professional, organized amateur or inter-scholastic athletics or sports competitions or events;

10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;

11. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;

12. Services not shown as covered;

13. Cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;

14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;

15. Traveling for the purpose of securing medical treatment;

16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; or Your participation in any military maneuver or training exercise;

17. Your participation in civil disorder, riot or a felony;

18. Accidental Injury or Sickness when traveling against the advice of a Physician;

19. Care or treatment which is not Medically Necessary;

20. Services not shown as covered; and expenses not approved by the Assistance Company in advance;

21. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation; or

22. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration,

escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

The following exclusions apply to Baggage and Personal Effects:

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

1. animals;
2. automobiles and automobile equipment;
3. boats or other vehicles or conveyances;
4. trailers;
5. motors;
6. motorcycles;
7. aircraft;
8. bicycles (except when checked as Baggage with a Common Carrier);
9. eye glasses, sunglasses or contact lenses;
10. artificial teeth and dental bridges;
11. hearing aids;
12. prosthetic limbs;
13. keys, money, stamps, securities and documents;
14. tickets;
15. art objects and musical instruments;
16. consumables including medicines, perfumes, cosmetics, and perishables;
17. professional or occupational equipment or property, whether or not electronic Business Equipment;
18. telephones, computer hardware or software; or
19. property illegally acquired, kept, stored or transported.

Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. breakage of brittle or fragile articles;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;

5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. property shipped as freight or shipped prior to the Scheduled Departure Date.
9. delay or loss of market value;
10. indirect or consequential loss or damage of any kind;
11. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. electrical current including electric arcing that damages or destroys electrical devices or appliances;
13. mysterious disappearance;
14. confiscation or expropriation by order of any government.

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In witness whereof American Modern Home Insurance Company has caused this Policy to be signed by its President and Secretary, at Amelia, Ohio.

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If you are travelling and in need of Assistance, please call (866) 978-4704.

If you would like to file a Claim, please call 1877-369-2774 / 786-838-0757.

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