

**SCHEDULE OF SERVICES**

**REDPOINT will provide the services described in this policy and listed below.**

SERVICES	LIMITS
MEDICAL TRANSPORTATION	US\$250,000
MORTAL REMAINS TRANSPORTATION	US\$15,000
24/7 TRAVEL ASSISTANCE SERVICES	Included

**REDPOINT RESOLUTIONS LLC**  
**HARBOR MEMBER SERVICES AGREEMENT AND TERMS OF SERVICE**

Harbor is a medical evacuation membership program provided by Redpoint Resolutions LLC ("Redpoint") arranging global medical, security, and emergency consultation services. Members are provided access to transportation vehicles along with access to medical professionals for consultations and other member services. Harbor is a membership program, not an insurance plan. Redpoint does not and will not reimburse or indemnify members for expenses incurred.

By purchasing and/or using your Harbor membership, you agree to be bound by this Harbor Member Services Agreement and its Terms of Service.

This Harbor Member Services Agreement ("Agreement") is a legal agreement between you and Redpoint. Redpoint reserves the right, in its sole discretion, to reject any application for Harbor membership, in which case this Agreement shall be null and void. If accepted, this Agreement shall be effective at 12:01am local time at your location on the effective date and continue through 11:59pm local time at your location on the expiration date. Harbor ANNUAL MEMBERS' MEMBERSHIPS WILL AUTOMATICALLY RENEW AT THE ANNIVERSARY OF THE MEMBERSHIP START DATE UNLESS THE MEMBER NOTIFIES REDPOINT OF THEIR DESIRE TO NOT RENEW THEIR HARBOR MEMBERSHIP.

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**SECTION I. DEFINITIONS**

Unless otherwise defined herein or the context otherwise requires, the terms defined below shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms herein defined.

**"Application"** All information provided by the Member for the preparation and administration of Harbor.

**"Designated Representative"** Individual as identified to Redpoint as the primary decision maker for the Member should the Member be unable to communicate.

**"Family Membership"** Includes the Member, the Member's spouse or domestic partner, and up to four (4) of their unmarried dependent children under the age of nineteen (19) who are dependent on the primary member for financial support and reside at the Member's primary residence or under the age of twenty-four (24) who are enrolled as full-time students in an accredited school or college.

**"Foreign Country"** The country in which the Member is visiting or temporarily residing which is not the country of the Member's Primary Residence or Home Country.

**"Home Country"** The Member's declared county of Primary Residence or country of passport issuance.

**"Hospitalized" or "Hospitalization"** On a continuous in-patient basis, the Traveler has been admitted to a medical facility due to a medically diagnosed illness or injury. Hospitalization shall not include admission for convenience.

**"Member"** The person or persons (spouse, dependent children, or domestic partner) named on the application who have paid the applicable Harbor membership fees and who have been approved by Redpoint.

**“Primary Residence”** The Member’s fixed, permanent and principal home for legal and tax purposes. This location will serve as a center point for a radius of 100 miles to determine whether the Member qualifies for Redpoint’s services under the Harbor Member Services Agreement.

**“Traveler”** A Member who is traveling more than 100 miles from their Primary Residence.

## SECTION II. PROVISIONS

### 1. HARBOR MEMBERSHIP SERVICES MAXIMUM.

- 1.1. **Aggregate Maximum.** The aggregate maximum cost to Redpoint for the services provided in this Agreement shall be limited to US\$250,000.
- 1.2. **Medical Transportation.** The per-person maximum for medical transportation is US\$250,000.
- 1.3. **Mortal Remains Transportation.** The per-person maximum for mortal remains transportation is US\$15,000.

### 2. REDPOINT OBLIGATION.

- 2.1. **Redpoint Obligation.** Redpoint shall only be obligated to pay for services which are provided and arranged for by Redpoint and Redpoint contractors. The final selection and payment for any such services not arranged for or provided by Redpoint shall be the sole responsibility of the Traveler. Redpoint shall not provide reimbursement for transportation services arranged by any third party.

### 3. PAYMENT, FEES AND REFUNDS.

- 3.1. **Membership Payment.** All membership fees are due and payable on or before the commencement of the membership date. Redpoint shall have no obligation to render services hereunder unless membership fees have been paid in full.
- 3.2. **Other Fees.** All other fees are due upon invoice or prior to or at the time of services to be rendered by Redpoint, at Redpoint’s sole discretion. Any payments, guarantees or advances made by Redpoint under this Agreement on behalf of a Member are made as an agent for the Member. Redpoint may, at its discretion, require a deposit to be furnished by the Member before any such services are rendered.
- 3.3. **Refunds.** Redpoint will not refund any portion of any Harbor membership fee after the Harbor membership start date.

### 4. LIMITATION OF LIABILITY, INDEMNIFICATION

- 4.1. In the course of providing services under this Agreement, Redpoint may be engaged in ultra-dangerous or hazardous environments, emergency situations, high-risk activities, sudden or unexpected events and occurrences. Given these unusual, chaotic, fluid, and difficult circumstances, each party agrees to indemnify, defend and hold harmless the other party and its successors, assigns, subsidiaries, affiliates, members, legal counsel, managers, principals, accountants, officers, shareholders, directors, guarantors, employees, subcontractors and agents from and against any and all damages, losses, claims, suits, actions, proceedings, expenses, including legal fees and liabilities of any kind arising out of the indemnifying party’s wrongful conduct, omission or the fault of the indemnifying party’s agents, employees or subcontractors, including without limitation, the provision of products or services by indemnifying party described in this Agreement.
- 4.2. Redpoint’s maximum liability for any damages or loss shall be limited to US\$750,000.
- 4.3. The Member waives all claims against Redpoint for any loss resulting from any advice given, services provided or any acts of omissions of any third party service provider including, without limitation, third party service providers of medical services, transportation, security personnel or legal services who are referred by Redpoint.

### 5. FORCE MAJEURE

- 5.1. Redpoint shall not be liable for damages for any delay or inability of delivery caused by acts of God, strikes, or conditions beyond its control, including but not limited to, flight conditions or situations where the provision of services is prohibited or delayed by local laws, regulators or regulatory agencies.

**6. CONSEQUENTIAL DAMAGES**

6.1. In no event shall Redpoint be liable for any incidental, special, consequential or indirect loss, damages, costs, charges, fees or expenses, including without limitation, loss of profits, loss of income, loss of business or loss of use.

**7. SURVIVAL OF CLAIMS**

7.1. Any and all legal actions and claims arising under this Agreement against Redpoint, its officers, directors, employees, contractors, subcontractors, or agents shall be barred unless written notice thereof is received by Redpoint within one (1) year of the date of the initial event giving rise to such action or claim.

**8. INFORMATION AND CONSENT**

8.1. **Authorization to Share Information and Informed Consent.** The Member authorizes the release, to or from Redpoint and any Redpoint contractor or designated representative, of any and all confidential Member information, including but not limited to, financial information, patient medical records, histories, examinations and test, medical images including photographs, x-rays or other images, output data from medical devices and sound and video files. The Member agrees to assist Redpoint in obtaining this information when necessary and that Redpoint shall not be obligated to provide services if Redpoint is not able to receive or release any necessary information

**9. AUTHORIZATION FOR TRANSPORT AND TREATMENT.**

9.1. Redpoint may require Members and their immediate family to provide Redpoint with written authorization and releases prior to rendering services under this Agreement. Redpoint shall not be obligated to provide services if necessary documents are not executed by the Member or their designated representative. Member understands and agrees that medical care, including emergency care, may be initiated during transport if in Redpoint or Redpoint contractors' professional judgment, such care is necessary.

**10. FRAUDULENT STATEMENT.**

10.1. Any fraud, misrepresentation, or concealment in the statements made by the Member may result in the suspension of Redpoint services and payment in full to Redpoint for services rendered to the Member. Redpoint's failure to immediately suspend service and require payment shall not constitute a waiver nor preclude Redpoint from doing so at a later time.

**11. DESIGNATED REPRESENTATIVE.**

11.1. In the event that a Traveler is incapacitated and unable to make decisions, Redpoint will attempt to contact the Member's Designated Representative for the purposes of making decisions on behalf of a Member with regards to the services provided in this Agreement.

**12. GENERAL EXCLUSIONS.**

12.1. Redpoint shall not be under any obligation to pay for or provide any items or services not explicitly set forth herein, including but not limited to any hospital or medical expenses.

**13. PROPER LAW AND VENUE.**

13.1. This Agreement shall be governed and construed according to the laws of the State of California, United States of America. The venue for all claims and dispute under this Agreement, and all lawsuits filed and all arbitration concerning this Agreement shall be maintained in San Mateo County, California, United States of America.

**14. AMENDMENT.**

14.1. Redpoint reserves the right, in its sole discretion, to amend all documents including this Agreement, with or without notice. Any such amendment shall be posted to the appropriate Harbor website and effective immediately upon the Member's renewal date.

**15. COMPLETE AGREEMENT.**

15.1. Both parties understand and expressly agree that this Agreement represents the entire agreement between the Member and Redpoint and that this Agreement replaces any representations outside of this Agreement.

**16. ENFORCEABILITY.**

- 16.1. If any portion or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect and shall be valid and enforceable to the fullest extent permitted by law.

**17. HEADINGS.**

- 17.1. Headings used in this document are inserted solely for the convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**SECTION IV. SERVICES****1. DESCRIPTION OF MEDICAL TRANSPORTATION SERVICES**

- 1.1 Medical Transportation Services.** Subject to the conditions, exclusions, and limitations of this Agreement, Redpoint will provide, arrange and pay all ordinary and customary expenses for air and/ or surface transportation subject to the following:
- 1.1.1 Expenses incurred by you for onsite attending Physician-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable Hospital, when you are critically ill or injured and no suitable local care is available, subject to Redpoint Resolutions' prior approval;
  - 1.1.2 Expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to the nearest suitable Hospital, when deemed medically necessary by the onsite attending Physician, subject to Redpoint Resolutions' prior approval;
  - 1.1.3 Expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of Hospitalization for one person chosen by you, provided that you are traveling alone and are Hospitalized for more than 7 days;
  - 1.1.4 Expenses for transportation not to exceed the cost of one-way economy class air fare to your Home, including escort expenses, if you are 18 years of age or younger and left unattended due to the death or Hospitalization of an accompanying adult(s), subject to Redpoint Resolutions' prior approval;
  - 1.1.5 Expenses for one-way economy class air fare (or first class, if your original tickets were first class) to your Home, from a medical facility to which you were previously evacuated or Hospital where you were Hospitalized, less any refunds paid or payable from your unused transportation tickets.
- 1.2 Mortal Remains Transportation Services.** To the extent permitted by law and subject to the terms, limitations and exclusions of this Agreement, Redpoint will arrange and pay for all reasonable and necessary expenses to transport the Traveler's mortal remains to a morgue, funeral home, or mortuary designated by the Traveler's estate within the Traveler's Home Country.
- 1.3 Medical Transportation and Mortal Remains Transportation Service Limitations.** Redpoint reserves the right, at its sole discretion, to determine whether the Traveler's condition is sufficiently serious to warrant evacuation or transportation and the means or methods by which such an evacuation or transport will be provided. Redpoint shall not be obliged to provide more than two (2) transports to any single Traveler in any twelve (12) month period. Redpoint shall not be under any obligation to provide transport services or incur any expenses to or from a Traveler or mortal remains if, in Redpoint's sole discretion:
- 1.3.1 The Traveler incurs any cost or expense not expressly covered by the Agreement and not approved in advance and in writing by Redpoint and/or not arranged by Redpoint;
  - 1.3.2 The Traveler cannot be transported in a manner that enhances Traveler's survival and / or wellbeing;
  - 1.3.3 The Traveler is not accessible;
  - 1.3.4 The Traveler has an infectious or contagious disease which could endanger the patient, those in

- contact with the patient or whose transport is prohibited by law;
- 1.3.5 The Traveler's condition is self-inflicted;
  - 1.3.6 The Traveler's expense is incurred as a result of Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition or disease;
  - 1.3.7 The Traveler's primary diagnosis is psychiatric in nature;
  - 1.3.8 The Traveler is engaging in the commission of, has committed or is accused of committing a criminal act;
  - 1.3.9 The Traveler is Hospitalized due to a pre-existing condition that was diagnosed or treated within forty-five (45) days prior to traveling, or for which symptoms existed which would cause an ordinarily prudent person to seek such diagnosis or treatment;
  - 1.3.10 The Traveler has a condition caused by the intentional ingestion and/or overdose of a controlled or banned substance, or is Hospitalized due to the use of drugs or intoxicants not prescribed by a physician;
  - 1.3.11 The Traveler's condition occurred while or resulted from engaging in the active service in the armed forces, police of any nation, or as a security or military contractor or professional; active participation in war (whether declared or not), invasion, act of foreign enemy, hostilities, civil war, rebellion, riot, revolution, terrorism, or insurrection;
  - 1.3.12 The Traveler's condition is a result of nuclear reaction or radiation;
  - 1.3.13 The Traveler's condition is a result of having been exposed to ionizing radiation or radioactivity from irradiated nuclear fuel which would endanger the patient, those in contact with the Traveler or whose transport is prohibited by law;
  - 1.3.14 The Traveler's condition is a result of having been exposed to any nuclear weapon, or chemical or biological agent;
  - 1.3.15 The Traveler is traveling against the advice of a physician, while waiting for treatment, or is traveling for the purpose of obtaining medical treatment;
  - 1.3.16 The Traveler failed to maintain immigration, work residence or similar visas, permits, or other documentation;
  - 1.3.17 The Traveler is beyond her second trimester of pregnancy or transport would endanger the life of the mother and/or unborn child;
  - 1.3.18 The Traveler has not heeded travel warnings issued by the State Department or appropriate authorities recommending that Travelers avoid that specific region or location;
  - 1.3.19 The Traveler is traveling in above the Arctic Circle parallel north or below the 60th parallel south.

## 2. DESCRIPTION OF TRAVEL ASSISTANCE SERVICES.

- 3.1 **Legal Referrals.** If requested by a Traveler and if available, Redpoint will provide Travelers with contact information for lawyers or legal practitioners within the area where the Traveler is located. Redpoint does not guarantee the quality of the legal advice nor shall Redpoint be liable for any consequences arising out of the services provided by the lawyer or legal practitioner. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 3.2 **Emergency Message Transmission.** At the request of the Traveler, Redpoint will use reasonable efforts to receive and transmit emergency messages between the family and the Traveler.
- 3.3 **Lost Passport and VISA Assistance.** At the request of the Traveler, Redpoint will use reasonable efforts to assist the Traveler arrange for replacement of passport and VISA documents. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 3.4 **Medical Expense Guarantee.** Excluding when Traveler has purchased Harbor Comprehensive Travel Insurance including Accident or Sickness Medical Expense coverage, at the request of the Traveler, Redpoint will guarantee and pay as agent for the Traveler expenses associated with a Traveler's in-patient or out-patient medical care subject to Redpoint first securing funds from the Traveler or the Traveler's family. The final selection and payment for services shall be the sole responsibility of the Traveler.
- 3.5 **Emergency Translation and Interpretation Services.** In the event of an emergency situation, Redpoint will provide personal telephone translation services. If telephonic interpretation is required as part of an evacuation, costs for such services are included up to the limits provides.
- 3.6 **Emergency Personal Cash.** To the extent practicable and permitted by law, Redpoint will provide

Travelers with an emergency cash advance subject to Redpoint first securing funds from the Traveler.

- 3.7 Transportation of Accompanying Family Members.** To the extent practicable and space permitting, Redpoint shall transport one (1) traveling companion accompanying the Hospitalized Traveler to the destination hospital of the Traveler. If traveling companion is unable to accompany the Traveler due to space constraints, Redpoint shall arrange and pay for transportation, the method of which is in Redpoint's sole discretion to the same hospital destination as the Traveler.

**Travel Insurance Policy**

**SCHEDULE OF BENEFITS**

**We will provide the coverage described in this policy and listed below.**

BENEFITS	LIMITS
<b>TRAVEL</b>	
TRIP CANCELLATION	TRIP COST*
TRIP INTERRUPTION	150% OF THE TRIP COST LIMIT WHEN TRIP COST* IS \$0, \$1,000 RETURN AIR ONLY
TRIP CANCELLATION FOR ANY REASON (CFAR)	UP TO 75% OF TRIP COST – OPTIONAL FOR ADDITIONAL COST
SINGLE OCCUPANCY	TRIP COST*
ITINERARY CHANGE	\$250
MISSED CONNECTION	\$1,000
TRIP DELAY	MINIMUM 3 HOURS DELAY \$200 PER DAY. MAXIMUM OF \$1,000
<b>PROPERTY COVERAGES</b>	
BAGGAGE DELAY	MINIMUM 12 HOURS DELAY \$600
BAGGAGE DELIVERY	\$100
BAGGAGE / PERSONAL EFFECTS	\$2,500   DEDUCTIBLE: \$0 PER ITEM: \$300 DESCRIBED VALUABLES: \$1,000
<b>ACCIDENT &amp; HEALTH</b>	
ACCIDENT OR SICKNESS MEDICAL EXPENSE	\$100,000   DEDUCTIBLE: \$0 EMERGENCY DENTAL ONLY: \$750
ACCIDENTAL DEATH AND DISMEMBERMENT	\$25,000
ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER	\$100,000
<b>ADVENTURE SPORTS</b>	
TRIP CANCELLATION	POLICY LIMIT
TRIP INTERRUPTION	POLICY LIMIT
ACCIDENT MEDICAL EXPENSE	POLICY LIMIT
BAGGAGE / PERSONAL EFFECTS – SPORTS EQUIPMENT	\$5,000   DEDUCTIBLE: \$0
*UP TO THE LESSER OF THE TRIP COST PAID OR THE NON-REFUNDABLE CANCELLATION PENALTY(IES) IMPOSED BY THE TRAVEL SUPPLIER(S).	



**TEN DAY FREE LOOK**

You may cancel insurance under the Policy by giving Us or Our Administrator written notice within 10 days from the Effective Date. If You do this, We will refund Your premium paid provided You have not filed a claim under the Policy.

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 State National Insurance Company, Inc., 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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**"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.

**"Adventure Sports"** means leisure and non-professional sports activities in: cycling, mountain climbing, fishing, Scuba diving for Qualified Divers up to a maximum depth of 40 meters (131 feet) and for Unqualified Divers up to a maximum depth of 30 meters (98 feet), snorkeling, white or black water rafting (Grades 1-4), canoeing, kayaking, water skiing, camping, hiking, backpacking and sailing, downhill and cross country skiing, snowboarding (including off-trail and back country skiing and snowboarding, except as designated unsafe by the resort management), snowmobiling, tobogganing, snow tubing and ice skating.

**"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.

**"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 Medical Expenses"** shall mean expenses incurred by You which are:

- (a) for Medically Necessary services, supplies, care, or treatment;
- (b) due to Sickness or Accidental Injury;
- (c) prescribed, performed or ordered by a Physician;
- (d) Reasonable and Customary charges;
- (e) incurred while insured under the Policy; and

(f) which do not exceed the maximum limits shown in the Schedule of benefits, under each stated benefit.

**"Covered Trip"** means a trip for which You request insurance coverage and pay the required premium, and:

- (a) includes a period of travel away from home to a destination outside Your City of residence; and
- (b) 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.

**"Family Member"** means You or Your Traveling Companion's legal or common law spouse, civil union partner, 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.

**"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 are or a 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; civil commotion or riot;
- (d) A closed roadway causing cessation of travel to the Travel Supplier or destination of the Covered Trip, and substantiated by the department of transportation, state police, or other like authority;
- (e) Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation records;
- (f) Avalanche that delays You from reaching Your destination or Your primary residence when returning home; or
- (g) Landslide that delays You from reaching Your destination or Your primary residence when returning home.

**"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.

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

**"Inclement Weather"** means any 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 mean 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, the Schedule 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 90 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.

**"Qualified Diver"** means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

**"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.

**"Traveling Companion(s)"** means person(s) named and traveling under the same reservation as You, person(s) booked to accompany You on Your Covered Trip, person(s) sharing travel arrangements with You, or a person or persons with whom You have coordinated travel arrangements and intend to travel with You during the 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.

**"Unqualified Diver"** means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

## 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.

**CANCELLATION****Cancellation by the Insured:**

You have the right to cancel the Policy at any time by giving advance notice to Our Administrator or Us (stating when thereafter the cancellation shall be effective). We will refund any unearned premium to You within 10 days of cancellation.

**Cancellation by Us:**

This is a single pay, single term, non-renewable Policy. We have no unilateral right to cancel this Policy after the Effective Date of coverage.

**SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE**

**ELIGIBILITY:** Each person must enroll for his or her own insurance and pay any premium due. If accepted by Us, each person will become an 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 coverage: 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.

In the event the Scheduled Departure Date and/or the Scheduled Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the Travel Supplier nor You have control, Your term of coverage shall be automatically adjusted in accordance with Your or the Travel Supplier's notice to Us of the delay or change.

**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 the earlier of: (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****TRIP CANCELLATION**

We will pay a benefit, up to the maximum shown on the Schedule 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, or change fees incurred in place of full penalties.
- (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.
- (c) Non-refundable cancellation charges imposed by the Travel Supplier(s).
- (d) Airfare cancellation charges for flights arranged by the Travel Supplier in connection with Your Covered Trip.
- (e) If Your Travel Supplier cancels Your Covered Trip, We will pay up to \$100.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the airfare.
- (f) If You used frequent traveler awards (frequent flyer miles or Hotel/Motel rewards) for any part of a Covered Trip, We will pay the fees incurred by You for re-depositing those awards in Your account if the Covered Trip is canceled for any of the Unforeseen Events listed below. This does not increase the total benefits payable under this Trip Cancellation benefit as stated in the Schedule 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 Schedule of Benefits. Coverage does not include Default of a Travel Supplier or other organization that results in loss of services.

**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 Schedule 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 for the following:

- (a) Unused, non-refundable travel arrangements prepaid to the Travel Supplier(s).
- (b) Additional transportation expenses incurred by You.
- (c) Up to the maximum shown in the Schedule of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket, to reach the original destination if You are delayed and leave after the Scheduled Departure Date, or return You to the return destination of the Covered Trip as specified in the original travel documents from the point where You interrupted the Covered Trip, or rejoin the Covered Trip from the point where You interrupted the Covered Trip.
- (d) If You used frequent traveler awards (frequent flyer miles or Hotel rewards) for any part of a Covered Trip, We will pay the fees incurred by You for re-depositing those awards in Your account if the Covered Trip is interrupted for any of the Unforeseen Events listed below.
- (e) Return air travel up to the lesser of the cost of an economy flight or the amount shown in the Schedule 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 Schedule 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, 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) The death or hospitalization of Your Host at Destination.
- (c) Inclement weather, Natural Disaster, or Terrorist Attack which results in the complete cessation of travel services at the point of departure or destination for at least 24 consecutive hours.
- (d) Mandatory evacuation ordered by local authorities at Your final destination due to hurricane or other Natural Disaster. You must have 50% of Your total Covered Trip length or less remaining on the Covered Trip, at the time the mandatory evacuation ends, in order to cancel the Covered Trip. This benefit only applies if purchased within 14 days of the initial Covered Trip payment.
- (e) Named hurricane causing cancellation of travel to Your destination because it has become uninhabitable for the greater of: (1) 4 days or (2) 50% of Your Covered Trip length. We will only pay benefits for losses occurring within 14 calendar days after the named hurricane makes Your destination accommodations uninhabitable. Your destination accommodations are uninhabitable if: (i) the building structure itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (iii) immediate safety Hazards have yet to be cleared, such as debris on roofs or downed electrical lines; or (iv) the rental property is without electricity or water. Benefits are not payable if a hurricane is named on or before the Effective Date of Your Trip Cancellation coverage or less than 14 days after the Effective Date of Your Trip Cancellation coverage. This coverage applies only if insurance was purchased within 14 calendar days of initial Covered Trip payment.
- (f) Natural Disaster or documented man-made disaster at the site of Your destination which renders Your accommodations at Your destination uninhabitable.
- (g) Strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours.
- (h) Mechanical breakdown of the Common Carrier on which You are scheduled to travel resulting in a cancellation or suspension of travel by that Common Carrier for that Covered Trip. This must be documented by the Common Carrier.
- (i) Your transfer by the employer with whom You are employed on the Effective Date of insurance which requires Your principal residence to be relocated.
- (j) You are terminated, or laid off from employment, from a place of employment for which You have been employed for the past 3 consecutive years.
- (k) Your company is directly involved in a merger or acquisition. You must be an active employee of the company(ies) that is/are merging and You must be directly involved in such an event.
- (l) Your business operations are interrupted by fire, flood, burglary, vandalism, product recall, Bankruptcy, Natural Disaster, or financial Default.
- (m) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within a 100 mile radius of the territorial City limits of the City to be visited as shown in Your itinerary, and if the United States government issues a travel advisory indicating that Americans should not travel to a City named on the itinerary.
- (n) Bankruptcy and/or Default of Your Travel Supplier which occurs more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination. This coverage only applies if the Policy was purchased within 14 calendar days of the initial Trip payment.
- (o) A documented theft of passports or visas. Documented means that You have reported the theft to the local authorities.
- (p) You are unable to participate in a scheduled hunting, fishing, or sport expedition due to a delay of Your personal necessary sports equipment by customs or a Common Carrier.
- (q) 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.
- (r) 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.
- (s) You, or Your Traveling Companion or Family Member, who are military personnel, are called to emergency duty due to a Natural Disaster other than war, military duty within 30 days of departure, or You have Your leave revoked or You are redeployed.
- (t) The United States government or government authorities at Your destination prohibit the kind of activities You

planned to do. Prohibitions include: closing a reserve, banning all hunting, declaring the kind of hunting You were planning to do illegal, any other prohibitions We approve.

- (u) A cancellation of Your Covered Trip if Your arrival on the Covered Trip is delayed and causes You to lose 50% or more of the scheduled Covered Trip duration due to the reasons covered under the Trip Delay benefit.

**SINGLE OCCUPANCY**

We will pay You, up to the maximum shown on the Schedule 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.

**ITINERARY CHANGE**

In the event the Travel Supplier makes a change to Your Covered Trip itinerary which prevents You from participating in an event/activity pre-paid prior to departure and scheduled on Your Covered Trip itinerary, nonrefundable pre-paid event/activity expenses will be reimbursed up to the maximum benefit amount shown in the Schedule of Benefits.

Benefits will not be paid if the event/activity is rescheduled during the course of the Covered Trip.

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

**MISSED CONNECTION**

We will pay the benefit shown in the Schedule 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 Schedule of Benefits are provided to cover additional transportation expenses needed for You to join the departed Covered Trip, reasonable accommodations and meal expenses and 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 Schedule of Benefits, if You are delayed en route to or from the Covered Trip for 3 or more hours due a defined Hazard.

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

We will pay the daily benefit shown in the Schedule of Benefits for up to the maximum number of days shown.

**BAGGAGE DELAY / BAGGAGE DELIVERY**

We will pay You for the expense of replacing necessary personal effects, up to the maximum shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 12 hours, while on a Covered Trip.

If Your Checked Baggage is delayed after You have reached Your destination and the Common Carrier makes a charge for delivery, We will pay the reasonable cost up to the Baggage Delivery Maximum Benefit shown on the Schedule of Benefits to deliver Your Checked Baggage to Your Destination. A copy of the delivery invoice and verification of the delay or misdirection by the Common Carrier must be submitted with the claim.

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 Schedule 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.

There is a per article limit of \$300. There is a combined maximum limit of \$1,000 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.

**BAGGAGE/PERSONAL EFFECTS – SPORTS EQUIPMENT**

Loss of Sports Equipment Coverage: If Your sports equipment is lost by the Common Carrier, or damaged, or stolen, We will pay up to the amount in the Schedule of Benefits provided You have taken all reasonable measures to protect, save and recover Your property at all times. The sports equipment must be owned by and accompany You during the Covered Trip. If You have checked Your sports equipment with a Common Carrier and delivery is delayed, coverage for sports equipment will be extended until the Common Carrier delivers the property.

Property or Losses not covered under this benefit include:

- (a) Items other than sports equipment;
- (b) Intentional acts;
- (c) Gross negligence or willful and wanton misconduct;
- (d) Sports equipment shipped as freight or shipped prior to Your Scheduled Departure Date;
- (e) Sports equipment that is left untended in or on a vehicle or a car trailer;
- (f) Sports equipment that is lost by a Common Carrier and the Loss is not reported to the Common Carrier within 24 hours after the Loss and a claim is not filed with the Common Carrier;
- (g) Sports equipment that is stolen and the theft is not reported to the appropriate authorities; or
- (h) Damage to the sports equipment resulting from defective materials or workmanship, ordinary wear and tear, or normal deterioration.

If Your sports equipment is lost or stolen or damaged, We will pay the lesser of:

- (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.

Sports Equipment Rental Coverage: If Your sports equipment is damaged, lost or delayed by the Common Carrier for 12 hours or more, or stolen, We will reimburse You on a one-time basis for the reasonable costs of renting replacement sports equipment during Your Covered Trip up to the amount shown in the Schedule of Benefits.

A police report is required if Your sports equipment is stolen. A Common Carrier property loss report is required for proof of damage, delay or loss caused by the Common Carrier. In addition, damaged sports equipment may require



inspection by Us prior to claims payment and should be kept by You as proof of Loss. Coverage is secondary to any coverage provided by the Common Carrier.

**OPTIONAL COVERAGE**

**TRIP CANCELLATION FOR ANY REASON (CFAR)**

**This coverage is Optional and must be indicated as applicable on Your Schedule of Benefits.**

If You are prevented from taking the Covered Trip for any reason not listed as an Unforeseen reason or otherwise excluded, 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 within 14 days of the date the initial Payment or Deposit is paid and You insure the cost of any subsequent arrangement(s) added to the same Covered Trip within 14 days of the date of Payment or Deposit for any such subsequent Covered Trip arrangement(s); 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, no benefits will be paid and any premium paid for this coverage will be refunded if the full costs of all prepaid, non-refundable Covered Trip arrangements are not insured.

**ACCIDENT OR SICKNESS MEDICAL EXPENSE**

We will pay Reasonable and Customary Charges up to the limit shown on the Schedule of Benefits, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury or Sickness which occurs during the Covered Trip. You must receive initial treatment for Accidental Injuries or Sickness while on the Covered Trip.

Covered Medical Expenses include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms, Hospital or ambulatory medical-surgical center services (this will 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 an Accidental Injury);
- (c) charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- (d) ambulance service;
- (e) drugs, medicines, prosthetics and therapeutic services and supplies;
- (f) emergency dental treatment for the relief of pain.

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

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

**ADVENTURE SPORTS COVERAGE**

Benefits will be paid up to the limit shown in the Schedule of Benefits, if You suffer an Accidental Injury while participating in Adventure Sports.

**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 Schedule 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**

<b>Loss of:</b>	<b>Percentage of Principal Sum:</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:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints;
- (b) eye means an entire and irrecoverable loss of sight;
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
- (d) thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

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.

**ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER**

We 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, sea or land conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The Loss must occur within 365 days after the date of the Accident causing the Loss. The Principal Sum is shown on the Schedule of Benefits.

If more than 1 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 Principal Sum:</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%

**EXPOSURE:** We will pay benefits for covered Losses which result if You are unavoidably exposed to the elements due to an Accident. of a conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. 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 1 year after Your disappearance due to forced landing, stranding, sinking, or wrecking of a conveyance operated under a license for the transportation of passengers for hire during the Covered Trip in which You were a passenger.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT**

*All benefits will be paid in United States Dollars. The following provisions will apply to all benefits except Baggage Delay / Baggage Delivery, Baggage/Personal Effects, and Baggage/Personal Effects – Sports Equipment Only (if applicable).*

**PAYMENT OF CLAIMS:** We, or Our authorized designee, 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 following surviving beneficiaries in the order shown:

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only 1 survives;
- (d) Your brothers and sisters jointly; or

(e) Your estate.

All other 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 Schedule of Benefits or to Our authorized designee.

**PROOF OF LOSS:** The claimant must send Our authorized Administrator or Us 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.

*The following provisions apply to Baggage Delay / Baggage Delivery, Baggage/Personal Effects, and Baggage/Personal Effects – Sports Equipment Only (if applicable).*

**NOTICE OF LOSS:** 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.

**PROOF OF LOSS:** You or Your designated representative must furnish Us or Our authorized Administrator, with Proof of Loss. This must be a detailed statement. It must be filed with Our authorized Administrator or Us within 90 days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under the Policy.

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

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the 2 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. We will pay the appraiser We choose. You will share equally with Us 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.

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Single Occupancy, Itinerary Change, Missed Connection, Trip Delay, Accident or Sickness Medical Expense, Accidental Death and Dismemberment, Accidental

Death and Dismemberment – Common Carrier, Baggage Delay / Baggage Delivery, Baggage / Personal Effects, and Baggage / Personal Effects – Sports Equipment Only.

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

1. Pre-Existing Conditions, as defined in the Definitions section, 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. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;
5. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
6. Mental or emotional disorders, unless hospitalized;
7. Participating in bodily contact sports; skydiving; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; or spelunking or caving;
8. Participation as a professional athlete;
9. Participation in any military maneuver or training exercise, police service, or any loss while You are in the service of the armed forces of any country. Orders to active military service for training purposes of 2 months or less will not constitute service in the armed forces. Upon notice to Us of entering the armed forces, We will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. Services not shown as covered;
12. Care or treatment which is not Medically Necessary;
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. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
15. Curtailment or delayed return for other than covered Unforeseen reasons;
16. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due You;
17. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane committed by You;
18. Traveling for the purpose of securing medical treatment;
19. Expenses for custodial care, whether recommended by a Physician or not;
20. Accidental Injury or Sickness when traveling against the advice of a Physician;
21. Venereal disease or syphilis or other sexually transmitted disease;
22. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen;
23. 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;
24. Your participation in civil disorder, riot or a felony;
25. 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.

The following exclusions apply to Baggage Delay / Baggage Delivery, Baggage / Personal Effects, and Baggage / Personal Effects – Sports Equipment Only. We will not provide benefits for any loss or damage to:

1. animals;
2. automobiles and automobile equipment, boats or other vehicles or conveyances; trailers, motors, motorcycles, or aircraft;
3. bicycles (except when checked as Baggage with a Common Carrier);
4. eye glasses, sunglasses or contact lenses;
5. artificial teeth and dental bridges; hearing aids; prosthetic limbs;
6. keys, money, stamps, securities and documents; tickets;
7. art objects and musical instruments;
8. consumables including medicines, perfumes, cosmetics, and perishables;
9. professional or occupational equipment or property, whether or not electronic Business Equipment;

10. telephones, computer hardware or software; or
11. property illegally acquired, kept, stored or transported.

The following exclusions apply to Baggage Delay / Baggage Delivery, Baggage / Personal Effects, and Baggage / Personal Effects – Sports Equipment Only. Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. insects or vermin;
3. inherent vice or damage while the article is actually being worked upon or processed;
4. confiscation or expropriation by order of any government;
5. radioactive contamination;
6. war or any act of war whether declared or not;
7. property shipped as freight or shipped prior to the Scheduled Departure Date.
8. delay or loss of market value;
9. indirect or consequential loss or damage of any kind;
10. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
11. electrical current including electric arcing that damages or destroys electrical devices or appliances;
12. mysterious disappearance; or
13. confiscation or expropriation by order of any government.

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In Witness Whereof, We have caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned by Our duly authorized representative.



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Matt Freeman, President



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David Cleff, Secretary