

# Road Scholar Assurance Plan

## Cover Page

Road Scholar has partnered with Aon Affinity Travel Practice and Arch Insurance Company to provide our guests with travel protection. This document holds all of the relevant information you will need in regard to your travel protection plan.

**Please review the following two (2) sections:**

- Road Scholar Travel Protection Insurance Certificate  
*Including Applicable Notices*
- Worldwide Emergency Assistance Services  
*Provided by CareFree Travel Assistance™*

**SCHEDULE OF BENEFITS**

**Benefits** **Maximum Benefit Amount**

**Part A – Travel Arrangement Protection**

Trip Interruption..... Air Ticket Cost (Up to \$5,000)

**Part B – Travel Insurance Benefits**

Accidental Death and Dismemberment	
24-Hour (Other than Air Flight).....	\$10,000
Air Flight Only.....	\$10,000
Emergency Accident Medical Expense.....	\$75,000
Emergency Sickness Medical Expense.....	\$75,000
Emergency Medical Evacuation.....	\$200,000
Repatriation of Remains.....	\$25,000

**Coverage For Your Belongings and Property of Others**

Baggage and Personal Effects.....	\$1,000
Baggage Delay.....	\$200

**Plan Participants** - shall mean a person that is scheduled to participate on Travel Arrangements arranged by Road Scholar and for which the required plan payment has been paid by Road Scholar.

**ROAD SCHOLAR ASSURANCE PLAN**

**Underwritten By:**

**Arch Insurance Company**

Administrative Office: Executive Plaza IV  
11350 McCormick Road, Suite 102  
Hunt Valley, MD 21031

**Administered By:**

**Aon Affinity Travel Practice**

45 Executive Drive  
Suite 100

Plainview, NY 11803

**Phone:** 1-877-846-8806 or 1-516-342-2720

**To expedite your claim submission:** [www.aontravelclaim.com](http://www.aontravelclaim.com)

**MASSACHUSETTS TRAVEL PROTECTION INSURANCE CERTIFICATE**

This Certificate describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits or Confirmation of Benefits, which provides the Plan Participant, also referred to as "You" or "Your", with specific information about the program You purchased.

**TABLE OF CONTENTS**

**SECTION I - COVERAGES**

**SECTION II - DEFINITIONS**

**SECTION III – CERTIFICATE LIMITATIONS AND EXCLUSIONS**

**SECTION IV – COVERAGE PROVISIONS**

**SECTION V - CLAIMS PROVISIONS**

**SECTION VI - GENERAL PROVISIONS**

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



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Brian D. First  
President



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Regan A. Shulman  
Secretary

**SECTION I – COVERAGES**

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

**PART A – TRAVEL ARRANGEMENT PROTECTION**

**TRIP INTERRUPTION**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the Additional Transportation Cost paid to either:

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

for a covered Unforeseen reason.

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

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

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

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

**PART B – TRAVEL INSURANCE BENEFITS**

**24-HOUR OTHER THAN AIR FLIGHT ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip (other than while covered for Air Flight Only benefits), sustain a Loss shown in the Table of Losses below. The Loss must occur within three hundred sixty-five (365) days after the date of the Injury causing the Loss.

**AIR FLIGHT ONLY ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits, when You sustain an Injury caused by an Accident occurring during Your Trip while riding solely as a passenger in or on, boarding or alighting from, any aircraft operated under a license for the transportation of passengers for hire of a regularly scheduled airline or regularly scheduled charter company that results in a Loss shown in the Table of Losses below. The Loss must occur within three hundred sixty-five (365) days after the date of the Injury causing the Loss.

<b>TABLE OF LOSSES</b>	
<b>Loss of:</b>	<b>Percentage of Maximum Benefit Amount Payable:</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%

"Loss" with regard to: 1) hand or foot, means actual complete severance through and above the wrist or ankle joints; and 2) eye means an entire and irrecoverable Loss of sight.

If more than one Loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained Loss shown in the Table of Losses.

## **Exposure and Disappearance:**

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

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

**Benefits are not payable for any loss due to, arising or resulting from:** suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane.

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

Benefits will be paid for covered Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following: 1) covered Medical Expenses will only be payable at the Usual and Customary level of charges; 2) benefits will be payable only for covered Medical Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on Your Trip; and 3) only Medical Expenses incurred by You within 365 days from the onset of your Injury or Sickness will be reimbursed;

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

**“Medical Expenses”** means expenses incurred only for the following:

1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;
2. Hospital or ambulatory medical-surgical center services, if recommended by Your attending Physician and approved by Us as a substitute for a hospital room for recovery from Your Injury or Sickness;
3. local Transportation Expense to and/or from a Hospital.

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

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

Medical expenses will be paid on a primary basis, regardless of any other coverage that You may have with an exception for Medicare.

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

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

### **Emergency Medical Evacuation**

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

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

We will pay for transportation via the most direct and economical route, as pre-approved by Our Program Assistance Provider.

## Repatriation of Remains

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

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

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

## Additional Medical Evacuation Benefits:

**Transportation to Join You:** If You are or will be hospitalized for more than 3 days, We will pay, up to the cost of a single round-trip Economy Transportation ticket to visit Your bedside, provided You are traveling alone and emergency Medical Evacuation or non-emergency Medical Evacuation is not imminent.

**Transportation of Dependent Children:** If You die or are hospitalized for more than 3 days, We will pay, up to the cost of a single one-way Economy Transportation ticket (less the value of applied credit from any unused return travel tickets) per person, to return Your Dependent children (and any accompanying minor persons under Your care) who are left unattended by Your death or hospitalization to their home (with an attendant, if considered necessary by Our Program Assistance Provider).

## BAGGAGE AND PERSONAL EFFECTS

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

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

## Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time Your Baggage is lost, stolen, damaged or destroyed;
- 2) the cost to repair or replace the item with material of a like kind and quality; or
- 3) \$200 per item.

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss.

**Items Subject To Special Limitations:** We will reimburse You up to \$500 in total on all jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras (and their accessories and related equipment); laptops or tablet computers; cellphones, PDA's and similar mobile devices; and other digital or electronic equipment or media.

## BAGGAGE DELAY

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

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

## The following exclusions and limitations apply to Baggage and Personal Effects and Baggage Delay:

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

- 1) animals;

- 2) automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors; or aircraft;
- 3) household effects and furnishings; antiques and collector items;
- 4) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;
- 5) artificial limbs or other prosthetic devices;
- 6) keys, money, and credit cards (except as otherwise specifically covered herein); securities, stamps, tickets, and documents (except as coverage is otherwise specifically provided herein);
- 7) sporting equipment if the loss results from the use thereof;
- 8) professional or occupational equipment or property, whether or not electronic business equipment.

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

- 1) breakage of brittle or fragile articles;
- 2) wear and tear or gradual deterioration;
- 3) confiscation or appropriation by order of any government or custom's rule;
- 4) theft or pilferage while left in any unlocked or unattended vehicle;
- 5) property illegally acquired, kept, stored or transported;
- 6) Your negligent acts or omissions;
- 7) property shipped as freight or shipped prior to the Scheduled Departure Date;
- 8) electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- 9) insects, vermin or inherent vice.

We will not provide benefits for any loss or damage to Your Baggage which has been reimbursed by a Common Carrier, hotel or Travel Supplier.

## SECTION II - DEFINITIONS

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

**“Actual Cash Value”** means original purchase price less depreciation.

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

**“Air Carrier”** means any air conveyance operating under a valid license for the transportation of passengers for hire.

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

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

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

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 15 or more days prior to the Scheduled Departure Date.

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

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

**“Dependent”** means lawful spouse, Your children, including an unmarried child, stepchild, legally adopted child or foster child who is less than age 26 and who is primarily dependent on You for support and maintenance.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 6 months:

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

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

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

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

**“Family Member”** means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

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

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

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

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

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

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

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

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

**“Non-Refundable”** means the amount of Payments or Deposits subject to cancellation penalty and for which You did not receive or were denied a Refund as defined in this Certificate.

**“Payments or Deposits”** means the cash, check, or credit card amounts, rewards, miles or points; actually paid or used for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits unless they were provided as a Refund and the Plan Participant provides original proof of payment as defined herein.

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

**“Plan Participant”** means the person that: is scheduled to participate on a Trip arranged by Road Scholar, provided the required plan payment has been paid. Plan Participant also means “You” and “Your”.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Your Traveling Companion: (1) received or received a recommendation for a test, examination, or medical treatment; or (2) took or received a prescription for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or Change In Prescribed Medication throughout the 60 day period before Your coverage is effective under this Certificate; (3) Change In Prescribed Medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is: (a) between a brand name and a generic medication with comparable dosage; or (b) an adjustment to insulin or anti-coagulant dosage.

**“Program Assistance Provider”** means CareFree Travel Assistance™.

**“Refund”** means and includes a return of Your Payments or Deposits in the form of cash, credit, or a voucher for future travel from a Travel Supplier, or any credit, recovery, or reimbursement from Your employer, another insurance company, a credit card issuer, or any other entity regardless of Your acceptance.

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

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

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

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

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

**“Travel Arrangement(s)”** means the following services arranged by Your Travel Supplier for Your Trip: transportation; accommodations and other specified services for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 14 total days of the scheduled Trip dates.

**“Traveling Companion”** means a person whose name appears with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

**“Travel Supplier”** means Road Scholar.

**“Trip”** means a scheduled trip for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**“Unforeseen”** means not foreseeable, anticipated, or expected and occurring after Your purchase of the Certificate.

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

### **SECTION III - CERTIFICATE LIMITATIONS AND EXCLUSIONS**

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

1. due to a Pre-Existing Condition, as defined in the Certificate. This Pre-Existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage or Trip Interruption claims resulting from death;
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
3. participating in maneuvers or training exercises of an armed service or police force of any country;
4. piloting or learning to pilot or acting as a member of the crew of any aircraft;
5. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
6. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
7. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth, or voluntarily induced abortion;

8. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
9. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures;
10. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
11. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the Certificate is in effect for You;
12. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the Certificate is not in effect for You;
13. failure of any tour operator, Common Carrier, travel agent, accommodation provider, cruise line, Air Carrier or other carrier, car rental agency, any other travel or tourism services provider or other Travel Supplier, person or agency or any other entity they deal with, to provide the bargained-for travel or accommodation arrangements;
14. Bankruptcy or Default or failure to supply services by Road Scholar.

## **SECTION IV – COVERAGE PROVISIONS**

### **When Coverage Begins and Ends**

#### **When Coverage Begins:**

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

**All Other Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages.

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

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

## **SECTION V – CLAIMS PROVISIONS**

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

#### **Trip Interruption:**

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

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

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

**For Baggage and Personal Effects and Baggage Delay:** In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects, You must:

- a) take all necessary and reasonable steps to protect, save or recover the property;
- b) notify, within 48 hours of the loss in writing, the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) obtain a copy of the reported loss, damage, delay or theft of the item from the Common Carrier who had possession of the item at the time of the loss to include the Common Carrier's liability for such loss;
- d) produce records needed to verify the claim and its amount, and permit copies to be made;

- e) provide Us, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- f) allow the property to be examined, if requested.

**Where to Report a Claim:**

**To expedite your claim submission:** [www.aontravelclaim.com](http://www.aontravelclaim.com)  
**Mail:** Aon Affinity Travel Practice, 45 Executive Drive, Suite 100, Plainview, NY 11803  
**Phone:** 1-877-846-8806 or 1-516-342-2720

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** Obtain claim forms from Aon Affinity Travel Practice or at [www.aontravelclaim.com](http://www.aontravelclaim.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Payment of Claims:** Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

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

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

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

## SECTION VI - GENERAL PROVISIONS

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

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

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

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

**Insurance with Other Insurers:** If there be 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 Certificate 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 such other valid coverages for the same loss of 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.

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request, including but not limited to: assigning Your rights to recover such payment, signing and providing any documents reasonably allowing Us to do so. In the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss. Everyone eligible to receive payment for a claim submitted to Us must cooperate with this process and must refrain from doing anything that would adversely affect Our rights to recover payment. Our rights to recover payment. Our right of subrogation applies even if Your entire loss has not been compensated.

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

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

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

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

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

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

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

# FACTS

## WHAT DOES ARCH DO WITH YOUR PERSONAL INFORMATION?

### Why?

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

### What?

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

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

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

### How?

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

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

### Questions?

- Call **1-844-812-2604**
- Email us at: [ArchPrivacy@archinsurance.com](mailto:ArchPrivacy@archinsurance.com)

## Who we are

Who is providing this notice? Arch Insurance Company (“ARCH”)

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## What we do

How does ARCH protect my personal information?

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

- takes precautions to protect your information by implementing physical, electronic, and procedural safeguards; and
- uses security controls, including encryption, threat protection, and limits access to your information.

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How does ARCH collect my personal information?

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

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

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

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Why can't I limit all sharing?

Federal laws give you the right to limit only:

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

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

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## Definitions

Affiliates

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

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

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Nonaffiliates

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

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Joint marketing

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

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## Other important information

### **NOTICE OF INFORMATION PRACTICES**

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

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### **STATE-SPECIFIC DISCLOSURES**

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

### **YOUR AUTHORIZATION REQUIRED**

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

### **FOR VERMONT CUSTOMERS**

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

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### **ADDITIONAL RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Pre-Trip Information – Travel Assistance – Medical Assistance

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

Not a care in the world... when you have a 24/7 global network to assist you on your travels.

### CareFree Travel Assistance™

- Inoculation information
- Travel information including visa/passport requirements
- Lost passport/travel documents assistance
- Embassy or Consulate Referral
- Currency exchange rates
- Worldwide public holiday information
- Lost baggage search; stolen luggage replacement assistance
- Emergency cash transfer assistance
- Emergency telephone interpretation assistance
- Urgent message relay to family, friends, or business associates
- Legal referrals/bail bond assistance
- Rental Vehicle Return
- ATM locator
- Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures
- Emergency return travel arrangements
- Claims Assistance Services

### Medical & Emergency Assistance

- Physician/hospital/dental/vision referrals
- Eyeglasses and corrective lens replacement assistance
- Emergency prescription replacement
- In-patient and out-patient medical case management
  - Arrangement of doctor appointments
  - Arrangement of hospital admission
  - Medical Monitoring
  - Guarantee of medical expenses incurred during hospitalization
  - Review of Medical Expenses
  - Collection of Claims Documents

## Emergency Transportation Services

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The services in this section are insurance benefits. Costs and expenses for these are covered as defined in your insurance policy. CareFree Travel Assistance™ coordinates the assistance services and facilitates payment on behalf of Aon Affinity Travel Practice.

- Emergency medical evacuation transportation assistance
- Repatriation of mortal remains
- Arrangement of visitors to the bedside of a hospitalized insured

CareFree Travel Assistance™ can be accessed by calling **877-303-5909** or, from outside the US or Canada, call direct: **516-342-4594**.

*Note that the problems of distance, information, and communications make it impossible for Aon Affinity Travel Practice, the travel supplier, or CareFree Travel Assistance™ to assume any responsibility for the availability, quality, use, or results of any emergency service. In all cases, you are still responsible for obtaining, using, and paying for your own required services of all types.*

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