

CruiseCare Vacation Protection for Guests of Celebrity Cruises

Cover Page

Celebrity Cruises has partnered with Aon Affinity 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 four (4) sections:

- Cancellation Penalty Waiver Program
- Cruise Vacation Cancellation Enhancement
- CruiseCare Individual Travel Protection Program (with applicable State Exceptions and Notices)
- The Worldwide Emergency Assistance Program

CANCELLATION PENALTY WAIVER PROGRAM

The following Cancellation Penalty Waiver Program is provided by Celebrity Cruises and is not an insurance benefit.

The Cancellation Penalty Waiver Program offers our valued guests the opportunity to receive a refund from Celebrity (beyond the standard refund policy published in our cruise brochure) for those otherwise non-refundable cruise vacation-related costs prepaid to Celebrity, should you cancel your cruise vacation for the reasons stated below.

Cancellation Penalty Waiver.....Cash Refund Up To Total Cruise Vacation Cost

This Cancellation Penalty Waiver is an addendum to your cruise ticket contract. Through CruiseCare, Celebrity will waive their standard cancellation provision and refund to you IN CASH the otherwise non-refundable value of the unused portion of your prepaid cruise vacation, should you or your traveling companion need to cancel your cruise vacation for any one of the following reasons (subject to the restrictions noted below*).

1. sickness, injury, or death of yourself, a traveling companion or members of either of your immediate families, which is diagnosed and treated by a physician at the time your cruise vacation is terminated;
2. involvement in a traffic accident, en route to departure, that causes you to miss your cruise;
3. your home is made uninhabitable by a natural disaster such as fire, flood, earthquake, hurricane or volcano;
4. you are called into active duty by the military to provide aid or relief as a result of a natural disaster;
5. subpoena or being called to serve for jury duty.

Cancellation Penalty Waiver refunds are also provided if you are charged a change in occupancy/single supplement charge as a result of your traveling companion's cancellation due to one of the reasons cited above. Please advise your travel agent, Celebrity Cruises or the Program Administrator as soon as possible in the event of cancellation. Refunds will not be provided for additional charges incurred that would not have been charged had you notified these parties as soon as reasonably possible.

Please note that an immediate family member is: the spouse (includes common law, civil union or domestic partner), child (includes adopted, foster, step or in-law), sibling (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew.

***Please note the following restrictions:**

Celebrity will not waive their cancellation penalty and provide a cash refund, should you cancel your cruise vacation for any of the following reasons:

- a condition that first presents, worsens, becomes acute or has symptoms causing a person to seek diagnosis, care or treatment, or prompts a change in medication, during the 60 days before you purchased this waiver;
- mental, nervous or psychological disorders, or normal pregnancy, unless hospitalized; elective abortion; drugs or intoxicants, unless prescribed by a Physician;
- business, contractual or educational obligations of you, an immediate family member, or traveling companion;
- declared or undeclared war, or any act of war;
- service in the armed forces of any country;
- any unlawful acts, committed by you or a traveling companion;
- other condition, event or circumstance occurring prior to your purchase of the Travel Protection Program.

Where To Report Cruise Vacation Cancellations

Contact your travel agent, Celebrity or the Program Administrator IMMEDIATELY to notify them of your cancellation and to avoid any non-covered expenses due to late reporting. The Administrator will then forward the appropriate form(s) that must be completed by you and the attending physician (if applicable). The Administrator can be contacted at 1-800-797-4516 or 1-516-342-7262.

CRUISE VACATION CANCELLATION ENHANCEMENT

The following Cruise Vacation Cancellation Enhancement is provided by Celebrity Cruises and is not an insurance benefit.

“Any Reason” Cruise Credits.....equal to 90% of the non-refundable pre-paid Cruise Vacation Cost

In the event that you choose to cancel for a reason not authorized above or for a reason that is otherwise restricted, at any time up until departure, and you have purchased the CruiseCare, Celebrity Cruises will provide you a cruise credit equal to 90% of the non-refundable value (excluding Flights by CelebritySM, previously known as ChoiceAir) of your Cruise Vacation prepaid to Celebrity, for your use toward a future cruise. This additional enhancement is offered by Celebrity Cruises as a special service to guests that purchase this cruise ticket Cancellation Penalty Waiver Addendum. Certain restrictions on the use of these cruise credits (such as blackout periods) may apply. Credits are valid for one year from issue date, are not transferable, and have no cash value. To be eligible for the credits: 1. The travel protection plan must be purchased prior to having made final payment for the cruise; and 2. Notification of cancellation must be given to Celebrity Cruises prior to the ship's departure. Once you've cancelled with Celebrity, please contact the CruiseCare Help Line at 1-800-797-4516 or 1-516-342-7262 regarding cruise credits. Please note that Flights by CelebritySM, previously known as ChoiceAir components are not subject to this cruise credit feature.

SCHEDULE OF BENEFITS

Benefits	Maximum Benefit Amount
Part A – Travel Arrangement Protection	
Trip Interruption	150% of Total Trip Cost
Missed Connection	\$300
Trip Delay	\$500
Part B – Travel Insurance Benefits	
Emergency Accident Medical Expense	\$25,000
Emergency Dental Treatment	\$2,500
Emergency Sickness Medical Expense	\$25,000
Emergency Medical Evacuation	\$50,000
Repatriation of Remains	\$25,000
Coverage For Your Belongings and Property of Others	
Baggage and Personal Effects	\$1,500
Per Item	\$500
Special Limitations Combined Maximum	\$500
Baggage Delay	\$500

CRUISECARE

Underwritten By:

Arch Insurance Company

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

Administered By:

Aon Affinity

900 Stewart Avenue
Garden City, NY 11530-9998

Phone: 1-800-797-4516 or 1-516-342-7262

To expedite your claim submission: www.aontravelclaim.com

INDIVIDUAL TRAVEL PROTECTION POLICY

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

If You are not satisfied for any reason, You may cancel this policy and request a full refund of Your premium by notifying Aon Affinity by calling 1-800-797-4516 or emailing TravelCruiseCare@aon.com within 10 days after receipt for Your policy. Your premium will be refunded, provided that You have not already departed on the Trip or filed a claim. When so returned, all coverages under this policy are void from the inception of the policy. After expiration of the referenced 10 day period, Your premium is non-refundable. The premium for the policy is not divisible.

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

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



John Mentz
President



Regan A. Shulman
Secretary

SECTION I – COVERAGES

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

PART A – TRAVEL ARRANGEMENT PROTECTION

TRIP INTERRUPTION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, prepaid Non-Refundable Payments or Deposits for Your land or water Travel Arrangements, plus 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. Your, a Family Member's, a Traveling Companion's death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, or 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; or
3. for **Other Covered Events** as defined;

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

"Other Covered Events" means:

- a. You or Your Traveling Companion being hijacked, physically Quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. Your or Your Traveling Companion's primary place of residence is made Uninhabitable and remains Uninhabitable during Your scheduled Trip, by fire, flood, or other Natural Disaster, vandalism;
- c. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- d. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster;
- e. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment, including war. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required.

In no event shall the amount reimbursed for Trip Interruption exceed 150% of the amount You prepaid for Your Trip.

MISSED CONNECTION

If You miss Your Trip departure because Your arrival at Your Trip destination other than Your return destination is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier;
- b) documented weather condition preventing You from getting to the point of departure for Your Trip;
- c) Quarantine, hijacking, Strike, Natural Disaster, Terrorist Incident or riot.

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

- 1) Your Additional Transportation Cost to join the departed Trip; and
- 2) Your prepaid expenses for the unused land or water Travel Arrangements.

TRIP DELAY

If You are delayed for 3 hours or more while en route to, during or returning from Your Trip due to a covered Travel Hazard, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the expenses You incur for Your Additional Transportation Cost to join the departed Trip, Your prepaid expenses for the unused land or water Travel Arrangements, and/or additional hotel nights, meals, telephone calls and economy transportation while You are delayed.

For the purposes of this benefit:

“Travel Hazard” means delay caused by or resulting from:

- a) any delay of a Common Carrier (the delay must be documented by the Common Carrier);
- b) a traffic accident in which You or Your Traveling Companion while en route to departure (must be substantiated by a police report);
- c) Your or Your Traveling Companion’s lost or stolen passports, travel documents or money;
- d) Quarantine, hijacking, Strike, or riot;
- e) a documented weather condition preventing You from getting to the point of departure for Your Trip.

Trip Delay Benefits will not be paid for: 1) any expenses which have been reimbursed; or 2) for any services that have been provided, by a Common Carrier or travel services provider.

PART B – TRAVEL INSURANCE BENEFITS

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 of the date of onset of Your Injury or Sickness will be reimbursed.

Benefits will include up to \$2,500 for 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 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.

Medically Necessary Repatriation

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

We will pay for one of the following methods of transportation, as pre-approved by Us or Our Program Assistance Provider:

- 1) commercial air upgrade to Business or First Class, less Refunds from Your unused transportation tickets;
- 2) other Transportation Expense.

Transportation must be via the most direct and economical route.

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 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.

Additional Medical Evacuation Benefits:

The following are additional benefits that do not reduce the Maximum Benefit Amount payable under the Medical Evacuation and Repatriation of Remains Benefit.

Transportation to Join You: If You are or will be hospitalized for more than 7 days, We will pay, up to the cost of a single round-trip Economy Transportation ticket for one person chosen by You to visit Your bedside, provided You are traveling alone and emergency Medical Evacuation or non-emergency Medical Evacuation is not imminent.

Transportation of Dependent Children: If You die or are hospitalized, 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).

COVERAGE FOR YOUR BELONGINGS AND PROPERTY OF OTHERS

BAGGAGE AND PERSONAL EFFECTS

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

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

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) \$500 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; electronic devices, including but not limited to: cameras, computers, cell phones, and other mobile devices.

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 24 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.

“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: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

“Domestic Partner” means an opposite or same-sex partner who is at least eighteen (18) years of age and 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.

“Epidemic” means an outbreak of a contagious illness or disease that spreads rapidly and widely and that is declared an epidemic by The Centers for Disease Control and Prevention.

“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 policy; 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.

“Insured” means the person that: is scheduled to participate on a Trip arranged by Celebrity Cruises, provided the required plan payment has been paid. Insured also means “You” and “Your”.

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

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

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

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

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

“Natural Disaster” means earthquake, flood, fire, hurricane, blizzard, avalanche, tornado, tsunامي, volcanic eruption, or landslide that is due to natural causes and which to the extent applicable, is declared or named by the National Weather Service, NOAA, or equivalent U.S or Non-U.S. authority.

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

“Pandemic” means an epidemic that has spread over a very wide area, or worldwide, over several countries or continents, crossing international boundaries, usually affecting a large number of people.

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

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

“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 or Family Member scheduled or booked to travel with You: 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 the required prescription throughout the 60 day period before Your coverage is effective under this policy.

“Program Assistance Provider” means CareFree Travel Assistance™.

“Prohibited Access” means restriction imposed by government authorities or the U.S. Department of State due to a Pandemic or Epidemic that prevents You from reaching a city or destination listed on the itinerary of Your Trip.

“Quarantine” and “Quarantined” means the enforced strict isolation and confinement of You or Your Traveling Companion at a single location, for medical reasons, pursuant to an order by an official government authority, a lawfully authorized deputy of such authority, or a licensed practicing Physician, which prevents any interaction with other persons for a specified period of time not exceeding the incubation period for a contagious disease to which You or Your Traveling Companion have been exposed. Governmental orders imposing Prohibited Access, social distancing, self-isolation that does not meet all of the requirements set forth above, shelter in place, or stay at home requirements or recommendations do not constitute a Quarantine.

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

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

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

“Sickness” means an illness, diagnosis of an Epidemic or Pandemic disease such as Covid 19, or the disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

“Strike” means any organized and legally sanctioned labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which is unannounced and unpublished at the time Travel Arrangements are purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

“Terrorist Incident” means an incident deemed a terrorist attack by the United States government.

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

“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.

“Traveling Companion” means a person or persons whose names appear with Yours on the same Travel Arrangements and who, during Your Trip, will accompany You.

“Travel Supplier” means Celebrity Cruises.

“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 policy.

“Uninhabitable” means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

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

SECTION III - POLICY LIMITATIONS AND EXCLUSIONS

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

1. due to a Pre-Existing Condition, as defined in the policy. This Pre-Existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
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. a loss or damage caused by detention, confiscation or destruction by customs official;
10. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures;
11. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
12. failure of any tour operator, Common Carrier, travel agent, accommodation provider, cruise line, Air Carrier or other carrier, car rental agency, any other travel or tourism services provider or other Travel Supplier, person or agency or any other entity they deal with, to provide the bargained-for travel or accommodation arrangements; or provide a Refund due You for any reason;
13. business, contractual or educational obligations of You, a Family Member or Traveling Companion;
14. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy is in effect for You;
15. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the policy is not in effect for You.

SECTION IV – COVERAGE PROVISIONS

When Coverage Begins and Ends

When Coverage Begins:

Trip Interruption, Missed Connection and Trip Delay: 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, Missed Connection and Trip Delay.

All Other Coverages: Coverage begins at 12:01 AM on the date when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip. This is Your "Effective Date" and time for all other coverages.

When Coverage Ends:

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

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

SECTION V – CLAIMS PROVISIONS

Your duties in event of a loss:

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

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

Trip Delay or Missed Connection: Obtain any specific dated documentation that provides proof of the reason for delay (airline or cruise line forms, medical statements, etc). Submit this documentation along with Your trip itinerary and all receipts for additional expenses incurred.

Medical Expenses: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment. 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
Mail: Aon Affinity, 900 Stewart Avenue, Garden City, NY 11530-9998
Phone: 1-800-797-4516 or 1-516-342-7262

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

SECTION VI - GENERAL PROVISIONS

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a Refund of premium paid.

Physician Examination and Autopsy: We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

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

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

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

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

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

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

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

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

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

SECTION VII - COORDINATION OF BENEFITS

Applicability

The Coordination of Benefits ("COB") provision applies to This Plan when an Insured has health care coverage under more than one Plan. "Plan" and "This Plan" are defined below.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

Definitions

"Plan" is a form of coverage written on an expense incurred basis that provides benefits or services for, or because of, medical or dental care or treatment. "Plan" includes:

- (a) group insurance and group remittance subscriber contracts;
- (b) uninsured arrangements of group coverage;
- (c) group coverage through HMO's and other prepayment, group practice and individual practice Plans; and
- (d) blanket contracts, except blanket school accident coverages or a similar group when the individual policy pays the premium;
- (e) Medicaid or Medicare.

"Plan" does not include individual or family: (a) insurance contracts; (b) direct payment subscriber contracts; (c) coverage through HMO's; or (d) coverage under other prepayment, group practice and individual practice Plans.

"This Plan" is the parts of this blanket contract that provide benefits for health care expenses on an expense incurred basis.

"Primary Plan" is one whose benefits for a person's health care coverage must be determined without taking the existence of any other Plan into consideration. A Plan is a Primary Plan if either:

- (a) the Plan either has no order of benefit determination rules, or it has rules which differ from those in the contract; or
- (b) all Plans that cover the person use the same order of benefits determination rules as in this contract, and under those rules the Plan determines its benefits first.

"Secondary Plan" is one that is not a Primary Plan. If a person is covered by more than one Secondary Plan, the order of benefit determination rules of this contract decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the Primary Plan or Plans and the benefits of any other Plan, which, under the rules of this contract, has its benefits, determined before those of that Secondary Plan.

"Allowable Expense" is the necessary, reasonable, and customary item of expense for health care when the item of expense is covered at least in part under any of the Plans involved.

The difference between the cost of a private hospital room and a semi-private hospital room is not considered an Allowable Expense under the above definition unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice.

When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered both an Allowable Expense and a benefit paid.

“Claim” is a request that benefits of a Plan be provided or paid. The benefits claimed may be in the form of: (a) services (including supplies); (b) payment for all or a portion of the expenses incurred; or (c) a combination of (a) and (b).

“Claim Determination Period” is the period of time, which must not be less than 12 consecutive months, over which Allowable Expenses are compared with total benefits payable in the absence of COB, to determine: (a) whether over insurance exists; and (b) how much each Plan will pay or provide.

For the purposes of this contract, Claim Determination Period is the period of time beginning with the Effective date of coverage and ending 12 consecutive months following the date of loss or longer as may be determined by the proof of loss provision.

Order of Benefit Determination Rules

When This Plan is a Primary Plan, its benefits are determined before those of any other Plan and without considering another Plan's benefits.

When This Plan is a Secondary Plan, its benefits are determined after those of any other Plan only when, under these rules, it is secondary to that other Plan.

When there is a basis for a Claim under This Plan and another Plan, This Plan is a Secondary Plan that has its benefits determined after those of the other Plan, unless:

- (a) the other Plan has rules coordinating its benefits with those of This Plan; and
- (b) both those rules and This Plan's rules, as described below, require that This Plan's benefits be determined before those of the other Plan.

Rules. This Plan determines its order of benefits using the first of the following rules which applies:

- (a) **Nondependent/Dependent Rule.** The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan that covers the person as a dependent.
- (b) **Longer/Shorter Length of Coverage Rule.** The benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

To determine the length of time a person has been covered under a Plan, two Plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new Plan does not include: (a) a change in the amount or scope of a Plan's benefits; (b) a change in the entity which pays, provides or administers the Plan's benefits; or (c) a change from one type of Plan to another. The claimant's length of time covered under a Plan is measured from the claimant's first date of coverage under that Plan. If that date is not readily available, the date the claimant first became a member of the group shall be used as the date from which to determine the length of time the claimant's coverage under the present Plan has been in force.

Effect on the Benefits of This Plan When it is Secondary

The benefits of This Plan will be reduced when it is a Secondary Plan so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than the total Allowable Expenses, not otherwise paid, which were incurred during the Claim Determination Period by the person for whom the Claim is made. As each Claim is submitted, This Plan determines its obligation to pay for Allowable Expenses based on all Claims that were submitted up to that point in time during the Claim Determination Period.

Right to Receive and Release Needed Information

Certain facts are needed to apply these COB rules. We have the right to decide which facts are needed. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the Claim.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This Plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable monetary value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of: (a) the persons We have paid or for whom We have paid; (b) insurance companies; or (c) other organizations.

Non-complying Plans

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

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

**CRUISECARE
STATE EXCEPTIONS**

Alabama Residents

Form #: 05 LTP0041 01 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: The time period by which a legal action relating to this policy must be filed is governed by Alabama law.

Arkansas Residents

Form #: 05 LTP0041 04 10 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

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 5 years after the time required for giving proof of loss. This 5 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.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

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; nor do anything after the loss to prejudice Our rights; and 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. We are entitled to recovery only after You have been fully compensated for the covered loss.

California Residents

Form #: 05 LTP0041 05 04 14

Under **Section II - Definitions**, the following definitions are deleted and replaced as follows:

"Domestic Partner" means an opposite or same-sex partner who is at least eighteen (18) years of age and qualifies as a domestic partner under state law.

"Injury" means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the proximate cause of loss and must not be caused by, or result from, Sickness.

"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 or Family Member scheduled or booked to travel with You: 1) received or received a recommendation from a licensed medical professional for a test, examination, or medical treatment; or 2) took or received a prescription administered by a licensed medical professional for drugs or medicine. Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60 day period before Your coverage is effective under this policy. Item 1) of this definition is limited to a) conditions actually diagnosed and/or treated by a licensed medical professional in a medical setting; or b) conditions for which a licensed medical professional has ordered tests or examinations and/or prescribed particular medication or course of treatment.

Under **Section V - Claims Provisions**, the **Proof of Loss** provision is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Under **Section V – Claims Provisions**, the following will appear as the 1st paragraph in the **Payment of Claims** provision:

Benefits payable under this policy will be paid immediately upon receipt of due written proof of loss.

Under **Section V – Claims Provisions**, the following will appear as the last paragraph in the **Payment of Claims** provision: Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Under **Section VI – General Provisions**, the following will appear as the 1st provision:

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

Under **SECTION VI – General Provisions**, the **Concealment and Misrepresentation** provision is deleted and replaced as follows:

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

Under **Section VI – General Provisions Proof of Loss** for **Baggage/Personal Effects and Baggage Delay** coverages are deleted and replaced as follows:

Proof of Loss: You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

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

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

Colorado Residents

Form #: 05 LTP0070 06 06 17

The following notice will appear at the bottom of the front page of the Policy:

“THIS IS A SUPPLEMENTAL POLICY THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS POLICY CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS POLICY CAREFULLY TO AVOID A DUPLICATION OF COVERAGE.”

In **SECTION II – DEFINITIONS**, the **Dependent** definition is deleted and replaced as follows:

“Dependent” means a spouse, A PARTNER IN A CIVIL UNION, Domestic Partner, and unmarried child under nineteen years of age, an unmarried child who is a full-time student under twenty-four years of age and who is financially dependent upon the parent, and an unmarried child of any age who is medically certified as disabled and dependent upon the parent.

In **SECTION VI - GENERAL PROVISIONS**, the following is added to appear as the 1st provision:

Conformity with Colorado Amended Regulation 4-2-34: The following is a directory which cross-references the section names in 5.B. with those appearing in this Policy:

1. Schedule of Benefits;

2. Title (Cover Page);
3. Contact Us – cross reference is SECTION V – CLAIMS PROVISIONS;
4. Table of Contents – cross reference is Cover Page;
5. Eligibility – N/A as all are eligible;
6. N/A – not a managed care plan;
7. Benefits/Coverage – cross reference is SECTION I – COVERAGES;
8. Regarding Limitations and Exclusions – cross reference is SECTION III – POLICY LIMITATIONS AND EXCLUSIONS;
9. N/A – no members, not a managed care plan;
10. Claims Procedures – cross reference is SECTION V – CLAIMS PROVISIONS;
11. General Policy Provisions – cross reference is SECTION VI – GENERAL PROVISIONS;
12. N/A – no termination;
13. Appeals and Complaints – cross reference is SECTION V – CLAIMS PROVISIONS;
14. N/A – no policy or rate changes;
15. Definitions – cross reference is SECTION II – DEFINITIONS.

Connecticut Residents

Form #: 05 LTP0041 07 04 14

Under **Section III – Policy Limitations and Exclusions**, **Exclusion 5** has been deleted and replaced as follows:

5. being Intoxicated;

The **Excess Insurance** provision under **Section VI – General Provisions** is deleted and replaced as follows:

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity except for Medical Expense, Emergency Assistance, Medical Evacuation or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

Under **Section VI – General Provisions**, **Subrogation** is deleted and replaced as follows:

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, as permitted by law. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and 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.

Under **Section VI – General Provisions**, **Electronic Delivery** is deleted and replaced as follows:

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

Under **Section VII – Coordination of Benefits**, the **Applicability** provision is deleted and replaced as follows:

Applicability The Coordination of Benefits (“COB”) provision applies to This Plan when an Insured has health care coverage under more than one Plan. “Plan” and “This Plan” are defined below. This provision does not apply to Accidental Death and Dismemberment, Medical Expense, Emergency Assistance and Medical Evacuation coverages.

If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

- (a) will not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
- (b) may be reduced when, under the order of benefit determination rules, another Plan determines its benefits first. This reduction is described further in the section entitled Effect on the Benefits of This Plan.

District of Columbia Residents

Form #: 05 LTP0041 09 07 13

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

“Domestic Partner” means an opposite or same-sex partner who is at least eighteen (18) years of age and is registered with a state or local registry. If not registered, 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.

“Medically Necessary” means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice. The fact that a Physician may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the policy.

Georgia Residents

Form #: 05 LTP0041 11 06 13

Under **Section I – Coverages**, the following **“Other Covered Event”** is deleted and replaced as follows:

d. You or Your Traveling Companion who are military, police or fire personnel and purchased coverage at the time the Payments or Deposits were made for the Trip, are called into emergency service to provide aid or relief for a Natural Disaster.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Idaho Residents

Form # 05 LTP0041 13 10 13

Under **Section VI – General Provisions, Electronic Delivery** is deleted and replaced as follows:

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

Illinois Residents

Form #: 05 LTP0041P000221

In **SECTION I – COVERAGES, MEDICAL EVACUATION AND REPATRIATION OF REMAINS**, the following provisions are deleted and replaced as follows:

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) You have requested assistance for an Emergency Medical Evacuation; 2) Your local attending Physician determines that Your condition is acute, severe or life threatening; and 3) that adequate Medically Necessary treatment due to Medical Necessity is not available in Your immediate area.

Medically Necessary Repatriation (Medically Necessary Transfer due to Medical Necessity)

We will pay for a Medical Evacuation to return You to Your point of origin, Your primary place of residence, or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment, if You have requested assistance for a Medically Necessary Repatriation (Medically Necessary Transfer due to Medical Necessity), and Your local attending Physician determines that it is Medically Necessary due to Medical Necessity.

Medically Necessary Transfer means that following treatment or evaluation at the nearest Hospital or medical facility, and absent suitable local care at that Hospital or medical facility, **Medical Necessity** warrants transportation to a different Hospital or medical facility for continued treatment.

We will pay for one of the following methods of transportation, as pre-approved by You and or Our Program Assistance Provider:

- 1) commercial air upgrade to Business or First Class, less Refunds from Your unused transportation tickets;
- 2) other Transportation Expense.

Transportation must be via the most direct and economical route.

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 coordinated in advance by You and Us or Our Program Assistance Provider.

Transportation of Dependent Children: If You die or are hospitalized, 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 You and or Our Program Assistance Provider).

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

“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, hyperemesis gravidarum, preeclampsia, 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 and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

“Dependent” means lawful spouse and a child who is in Your custody, pursuant to an interim court order of adoption, vesting temporary care of the child to You, regardless of whether a final order granting adoption is ultimately issued, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

“Family Member” means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law or civil union spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step, in-law or civil union), 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.

“Injury” means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of disease or bodily infirmity.

“Intoxicated” means what is defined and determined by the laws of the jurisdiction where the loss or cause of the loss was incurred.

“Medical Evacuation” means Physician-ordered Transportation Expense which is arranged and coordinated by You and 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” or “Medical Necessity” means a service or supply that the local attending Physician determines as: 1) appropriate, necessary and reasonable and provided for the symptoms, diagnosis or direct care and treatment of the condition; 2) in accordance with accepted standards of community practice; 3) not primarily for Your convenience, the Physician or another provider; and 4) the most appropriate supply or level of service that can safely be provided.

“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, a credit card issuer, or any other entity regardless of Your acceptance.

“Uninhabitable” means: (1) the building structure or any part of the building structure is unstable and there is a risk of collapse; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

Under **Section III – Policy Limitations and Exclusions**, the following exclusions are deleted and replaced as follows:

2. war (whether declared or undeclared), acts of foreign enemies, hostilities between nations not including a Terrorist Incident, or civil war;

5. being Intoxicated as defined in the state where the accident occurred or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;

In SECTION V – CLAIMS PROVISIONS:

The **last two paragraphs** in **Payment of Claims** are deleted and replaced as follows:

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

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) the Insured's estate, We may pay any amount due under the Insured's Certificate to the Insured's beneficiary or, if no beneficiary is designated, to 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.

In SECTION VI – GENERAL PROVISIONS, the Excess provision is deleted in its entirety.

In SECTION VI – GENERAL PROVISIONS, the following are deleted and replaced as follows:

Physician Examination and Autopsy: We, at Our expense, may have the Insured 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 religious beliefs.

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 whole claim or any part of the claim is denied.

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 intentionally misrepresented.

The following provisions are added to **SECTION VI – GENERAL PROVISIONS**:

Other Insurance: If there is other valid and collectible insurance, not with Us, providing benefits for the same loss on an indemnity basis or on an expense incurred basis, the only liability under any expense incurred coverage of this policy shall be for such proportion of the loss as the amount which would otherwise have been payable hereunder to the total like amounts under all valid coverages for such loss. For the purpose of applying this provision when other coverage is on an indemnity basis, the like amount of such other coverage shall be taken as the indemnity amount payable in the absence of such coverage. Recovery of losses from other parties does not result in a Refund of premium paid.

Illinois Time Limit on Certain Defenses: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability commencing after the expiration of such two year period.

Illinois Change of Beneficiary: You have the right to change Your beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

Illinois Civil Union: Parties to a civil union are entitled to the same legal obligations, responsibilities, protections and benefits that are afforded or recognized by the laws of Illinois to spouses.

Under **Section VI – General Provisions, Benefit to Bailee for Baggage/Personal Effects** is deleted and replaced as follows:

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

Kansas Residents

Form #: 05 LTP0041 17 12 13

The following disclaimer has been added to the policy:

THIS IS A LIMITED POLICY. PLEASE READ IT CAREFULLY. THIS POLICY DOES NOT COVER PRE-EXISTING CONDITIONS UNLESS THE PRE-EXISTING CONDITIONS WAIVER IS APPLICABLE.

Under **Section II – Definitions**, the definition of “**Domestic Partner**” and any references contained in the policy are deleted in its entirety.

Under **Section II – Definitions**, the following definition has been added:

“**Mental, Nervous or Psychological Disorder**” means a mental, nervous or psychological health condition including, but not limited to: anxiety; depression; neurosis; phobia; psychosis; or any related physical manifestation.

Under **Section II – Definitions**, the following definition is deleted and replaced as follows:

“**Usual and Customary**” means the most frequently charged fee amount, in the absence of insurance, of the health care provider in the same geographic locality for comparable charges for a similar treatment, supply or service. We will determine the Usual and Customary fee amount based on the Medical Data Research (MDR) survey of prevailing fees updated every six months on the basis of the most current codes and nomenclature developed and maintained by MDR.

Under **Section III – Policy Limitations and Exclusions**, the following Exclusion is deleted in its entirety.

6. the commission of or attempt to commit a felony or being engaged in an illegal occupation;

Under Section III – Policy Limitations and Exclusions, the pregnancy exclusion is deleted in its entirety.

Under **Section III – Policy Limitations and Exclusions**, the following exclusions are deleted and replaced as follows:

8. services or injuries or diseases related to Your job to the extent You are covered or are required to be covered by Workers' Compensation law. If You enter into a settlement giving up Your right to recover future medical benefits under a Workers' Compensation law, the policy will not pay those medical benefits that would have been payable in absence of that settlement.

14. Mental, Nervous or Psychological Disorder (This exclusion does not apply to any medical benefits, or if You qualify for the Waiver of the Pre-Existing Condition Exclusion).

The following provision has been added under **Section IV – Coverage Provisions, When Coverage Ends:**

Cancellation by Insured: You may cancel this policy at any time by written notice delivered or mailed to Us, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or death of the insured, We will promptly return the unearned portion of any premium paid on a short rate basis. Cancellation will be without prejudice to any claim originating prior to the effective date of the cancellation.

Under **Section V – Claims Provisions**, the **Your duties in event of a loss** provision for **Medical Expenses** is deleted in its entirety.

Under **Section V – Claims Provisions, Payment of Claims** the following provision is added:

Time of Payment of Claims: For claims brought under **EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE BENEFIT**, and/or, when included, benefits for expenses incurred for emergency dental treatment, We, or Our designated representative, will pay the claim immediately upon receipt of due written acceptable proof of loss.

For all other claims, We, or Our designated representative, will pay the claim within 30 calendar days after receipt of due written acceptable proof of loss, in accordance with K.S.A. 40-2, 126.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

Payment of Claims: We, or Our designated representative, will pay the claim immediately upon receipt of due written acceptable proof of loss. Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us.

We are not responsible for the validity of any assignment.

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

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

Under **Section VI – General Provisions, Excess Insurance** is deleted and replaced as follows:

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid. This Excess Insurance provision does not apply to Accident Medical Expense, Sickness Medical Expense or Accident & Sickness Medical Expense coverage under this policy.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

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 5 years after the time required for giving proof of loss. This 5 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.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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. For the purposes of this provision, fraud means knowingly and with intent to defraud, You present, cause to be presented or prepare with knowledge or believe to an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy, or a claim for payment or other benefit pursuant to an insurance policy which You know to contain materially false information concerning any fact material thereto; or You conceal, for the purpose of misleading, information concerning any fact material thereto.

Section VII – Coordination of Benefits is deleted in its entirety.

Louisiana Residents

Form #: 05 LTP0041 19 11 13

Under **Section II – Definitions, “Domestic Partner”** is deleted in its entirety.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

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. For losses that arise due to a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, the time limit for submission of proof of loss is 180 days after the date of the loss.

Under **Section V – Claims Provisions, Payment of Claims** the following provision has been added:
We will pay the claim within 30 days after receipt of acceptable proof of loss.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented. Fraud or misrepresentation with the intent to deceive after coverage is in force is grounds for cancellation and grounds to deny coverage for benefits related to such fraud, concealment or misrepresentation. Coverage for other benefits will continue until the cancellation is effective.

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

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; nor do anything after the loss to prejudice Our rights; and 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 however, Our right to recover is subordinate to Your right to be fully compensated.

Under **Section VI – General Provisions, Proof of Loss for Baggage/Personal Effects and Baggage Delay** coverages are deleted and replaced as follows:

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, or as soon as reasonably possible. Failure to comply with these conditions shall invalidate any claims under this policy.

Maine Residents

Form #: 05 LTP0041 20 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

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. Any post-judgment interest for a claim brought against Us will be paid outside the policy limits and in accordance with Maine law.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

Cancellation: We may not cancel this policy except for one or more of the following reasons:

- a) nonpayment of premium;
- b) fraud or material misrepresentations made by or with Your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

- c) substantial change in the risk which increases the risk of loss after insurance coverage has been issued or renewed, including but not limited to, an increase in exposure due to rules, legislation or court decision;
- d) failure to comply with reasonable loss control recommendations;
- e) substantial breach of contractual duties, conditions or warranties; or

The Maine Insurance Code requires that the foregoing cancellation provisions appear in all casualty insurance policies.

Notwithstanding the above, this policy is non-cancellable by either party.

Nonrenewable: This is a nonrenewable policy.

Maryland Residents

Form #: 05 LTP0041 21 10 13

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Mississippi Residents

Form #: 05 LTP0041 25 10 13

The following provision on Page 1 of the policy has been deleted and replaced as follows:

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". No change to this policy shall be valid unless approved by the Company and no agent has authority to change the policy or waive any of its provisions. Please refer to the Declarations, Schedule of Benefits or Confirmation of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: A detailed proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such written proof within the time required shall not invalidate nor reduce any claim. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

Payment of Claims: We or Our designated representative, will pay a claim after receipt of acceptable proof of loss within twenty-five (25) days for claims submitted electronically and thirty-five (35) days for claims submitted in a format other than electronic. If payment is not made in these timeframes for all or portion(s) of a submitted claim, We will provide the claimant with the reason(s) why the claim is not payable or the additional information necessary to process the balance of the claim. Once the claimant provides Us with any additional information requested, the balance of the claim will then be paid within twenty (20) days of receipt by Us of the requested additional satisfactory documentation. If a claim is not denied by Us for valid reasons within the above stated timeframes or payment is not made within these timeframes, interest shall accrue on the portion of the unpaid claim at the rate of one and one-half percent (1 ½ %) per month from the date payment was due until final claim settlement or adjudication.

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

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. If You have assigned Your benefits, we will honor the assignment if a signed copy has been filed with us.

We are not responsible for the validity of any assignment.

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

If Your age has been misstated, all amounts payable under this policy shall be what the actual premium paid would have purchased at the correct age.

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

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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 fraudulently concealed or misrepresented.

North Dakota Residents

Form #: 05 LTP0041 35 11 13

Under **Section II – Definition of Dependent** is deleted and replaced as follows:

“Dependent” means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 23 and primarily dependent on You for support and maintenance; or (2) who is at least age 23 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

Oklahoma Residents

Form #: 05 LTP0041 37 11 13

The following Fraud Warning has been added to Page 1 of the policy.

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, is guilty of a felony.

Under **Section IV- Coverage Provisions, When Coverage Ends for All Other Coverages:** is deleted and replaced as follows:

All Other Coverages: Your coverage automatically ends on the earlier of: 1) 12:01 a.m. standard time the day after the Trip is completed; 2) 12:01 a.m. standard time the day after Your Scheduled Return Date; 3) Your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Trip covered by the policy; 5) the expiration of the Policy.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Oregon Residents

Form #: 05 LTP0041 38 06 13

The Free Look provision on the first page of the policy is revised as follows:

If You are not satisfied for any reason, You may cancel this policy and request a full refund of Your premium or plan payment, including any policy fees or other charges by notifying Aon Affinity by calling 1-800-797-4516 or emailing TravelCruiseCare@aon.com within 10 days after receipt or payment for Your plan or policy. Your premium or plan payment will be Refunded, provided that You have not already departed on the Trip or filed a claim. If returned, the policy is considered void from the beginning and the parties are in the same position as if no policy had been issued. After expiration of the referenced 10 day period, Your premium or plan payment is Non-Refundable. The premium or plan payment for the policy or plan is not divisible.

Under **Section I – Coverages**, the following **“Other Covered Events”** are deleted and replaced as follows:

d. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster or a Terrorist Incident;

Under **Section I - COVERAGES, TRIP DELAY provision d.** is deleted and replaced as follows:

d) Quarantine, hijacking, Strike, Terrorist Incident or riot;

Under **Section II – Definitions, Domestic Partnership** has been added to the policy:

“Domestic Partnership” means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

“Domestic Partner” means an individual joined in a Domestic Partnership.

“Hospital” means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state or jurisdiction 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.

“Physician” means a qualified licensed doctor of medicine or dental practitioner in the jurisdiction where the services are rendered or a Christian Science Practitioner, and where statutorily authorized may include a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality, who is not: (a) an Insured, a Traveling Companion or an immediate Family Member of an Insured or an Insured’s spouse; (b) a person living in an Insured’s household.

“Terrorist Incident” means an incident deemed a terrorist attack by the government in the jurisdiction where the incident took place or act of violence, other than civil disorder (that is not an act of war, declared or undeclared), that results in Loss of life or major damage to person or property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government. Terrorist Incident does not mean an incident that occurs in a foreign location on the U.S. State Department’s Do Not Travel list.

The following exclusion has been added to **Section III – Policy Limitation and Exclusions:**

16. a Terrorist Incident that occurs in a foreign location on the U.S. State Department’s Do Not Travel list.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted in its entirety.

Section VII – Coordination of Benefits is deleted in its entirety.

Pennsylvania Residents

Form #: 05 LTP0054 00 08 16

The following disclosure is added to the cover page:

**This is an assessable policy.
NO DIVIDENDS WILL BE PAYABLE UNDER THIS NON-PARTICIPATING POLICY**

South Carolina Residents

Form #: 05 LTP0041 41 07 13

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

Notice of Claim: Notice of claim must be reported to Us within 20 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 Your name and the policy number.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

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. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if

the proof is filed as soon as 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.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us until 60 days after We receive written proof of loss. No legal action for a claim can be brought against Us more than 6 years after the time required for giving written proof of loss. This 6 year time period is extended from the date written proof of loss is filed and the date the claim is denied in whole or in part.

Section VI – General Provisions, Physician Examination and Autopsy is deleted and replaced as follows:

Physician Examination and Autopsy: We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. In cases of death of the Insured, We may have an autopsy done (at Our expense) during the period of contestability where it is not forbidden by law. The autopsy must be performed in South Carolina.

The following provision has been added under **Section VI – General Provisions**:

CONFORMITY WITH STATE STATUTES: Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which You reside, on that date is amended to conform to the minimum requirements of such laws.

South Dakota Residents

Form #: 05 LTP0041 42 11 13

Under **Section II – Definitions, Domestic Partner** is deleted and replaced as follows:

“Domestic Partner” where permitted by law 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.

Under **Section III – Policy Limitations and Exclusions**, the following exclusions are deleted and replaced as follows:

5. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician if committing a felony;
6. the commission of or being engaged in a felony or being engaged in an illegal occupation;
8. any amount paid under any Worker’s Compensation, Disability Benefit or similar law;

The **Excess Insurance** provision under **Section VI – General Provisions** is deleted in its entirety.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

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 6 years after the time required for giving proof of loss. This 6 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.

Section VII – Coordination of Benefits is deleted in its entirety.

Tennessee Residents

Form #: 05 LTP0041 43 06 13

The following Company toll free phone number has been added to Page 1 of the policy:

Arch Insurance Company
Administrative Office: Harborside Three
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107
Toll Free Number: 1-866-413-5550

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the first paragraph is deleted and replaced as follows:

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 manifests itself or an Injury that occurs while on Your Trip; and 3) only Medical Expenses incurred by You within 365 days of the date of onset of Your Injury or Sickness will be reimbursed.

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

“Accident” means a sudden, unexpected, unintended 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.

“Complications of Pregnancy” means 1. conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and 2. 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.

“Dependent” means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is up to the age 24 and primarily dependent on You for support and maintenance.

“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 manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish proof of loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof of loss within such time. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Section V – Claims Provisions, Payment of Claims is deleted and replaced as follows:

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. Payment of claims to a minor will be limited to \$1,000 for Loss of life benefits.

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

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

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

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; nor do anything after the loss to prejudice Our rights; and 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. Such recovery by Us shall allow You to recover legal fees You incurred in a Third Party situation.

Texas Residents

Form #s:

05 LTP0041 44A 08 13

05 LTP0041 44B 10 13

Under **Section IV- Coverage Provisions, When Coverage Ends**, the following provision has been added:
Coverage will not end solely because a person becomes an elected official.

Under **Section V – Claims Provisions, Notice of Claims** is deleted and replaced as follows:

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.

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made it during the investigation of the claim such additional requests are necessary. If acknowledgement of the claim is not made in writing, We will make a record of the date, means, and content of the acknowledgement.

Under **Section V – Claims Provisions, Claim Acceptance or Rejection** provision has been added:

Claim Acceptance or Rejection: We will notify You in writing, of the acceptance or rejection of the claim no later than the 15th Business Day after the date We receive all items, statements, and forms required by Us, in order to secure final proof of loss. If We reject the claim, We will inform You of the reasons for the rejection. If We are unable to accept or reject the claim within 15 Business Days after the date We receive all items, statements, and forms required by Us, We will notify You within such 15 Business Day period. The notice provided will give the reasons why We need additional time. No later than the 45th day after the date We notify You of the need for additional time to investigate a claim, We will accept or reject the claim. "Business Day" means a day other than a Saturday, Sunday, or holiday recognized by the State.

Under **Section V – Claims Provisions, Payment of Claims** is deleted and replaced as follows:

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

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

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

If We notify You that We will pay a claim or part of a claim, We will pay the claim no later than the fifth Business Day after the notice has been made. If payment of the claim or part of the claim is conditioned on the performance of an act by You, We will pay the claim not later than the fifth Business Day after the date the act is performed.

Under **Section V – Claims Provisions**, the following provision has been added:

In the event of a weather-related catastrophe or major Natural Disaster, as defined by the commissioner, the claim handling deadlines imposed under Section V – Claims Provisions are extended for an additional 15 days.

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

Legal Actions: No legal action for a claim can be brought against Us more than two years and one day after the loss starting from the date the claim is denied in whole or in part.

Under **Section VI – General Provisions**, the following provisions have been added to the policy:

Cancellation: This policy may not be cancelled based solely on the fact that the You are an elected official.

If the policy has been in effect for 60 days or less, We may cancel for any reason. If the policy has been in effect for more than 60 days, We may cancel for the following reasons:

- a) nonpayment of premium;
- b) fraud in obtaining coverage under this policy;
- c) an increase in hazard within Your control which would produce an increase in the rate;
- d) loss of Our reinsurance covering all or part of the risk covered by this policy; or
- e) We are placed in supervision, conservatorship, or receivership, if the cancellation is approved or directed by the supervisor, conservator or receiver.

We shall mail or deliver written notice of cancellation to You at the address shown in the Declarations at least 10 days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice of cancellation.

Nonrenewable: This is a nonrenewable policy.

Utah Residents

Form #: 05 LTP0041 45 10 13

The “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may cancel this policy and request a full refund of Your premium by notifying Aon Affinity by calling 1-800-797-4516 or emailing TravelCruiseCare@aon.com within 30 days after receipt for Your policy. Your premium will be refunded, provided that You have not already departed on the Trip or filed a claim. When so returned, all coverages under this policy are void from the inception of the policy. After expiration of the referenced 30 day period, Your premium is Non-Refundable. The premium for the policy is not divisible.

Under **Section II – Definitions**, the following definitions are deleted and replaced as follows:

“Complications of Pregnancy” means acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated, a spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia. Complications of Pregnancy does not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, and similar conditions of comparable severity associated with the management of a difficult pregnancy.

“Dependent” means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who is primarily dependent on You for support and maintenance.

The following provision is added to **Section IV, Coverage Provisions**:

Dispute Resolution Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the Federal Rules of Civil Procedure, a copy of which is available on request from Us. Any decision reached by arbitration shall be binding upon both You and Us. The arbitration award may include attorney’s fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

Under **Section III – Policy Limitations and Exclusions**, the following exclusion is deleted and replaced as follows:

6. Your commission of or attempt to commit a felony or being engaged in an illegal occupation;

Under **Section V – Claims Provisions, Proof of Loss** is deleted and replaced as follows:

Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show We were prejudiced by the failure.

Under **Section VI – General Provisions, Excess Insurance** is deleted and replaced as follows:

Excess Insurance: Insurance provided by this policy shall be in excess of all other valid and collectible insurance or indemnity except for Medical Expenses incurred from an Injury or as required by state law. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, We shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

Under **Section VI – General Provisions, Concealment and Misrepresentation** is deleted and replaced as follows:

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

Under **Section VI – General Provisions, Proof of Loss for Baggage/Personal Effects and Baggage Delay** coverages are deleted and replaced as follows:

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 or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show that We were prejudiced by the failure.

Section VII – Coordination of Benefits is deleted in its entirety.

Virginia Residents

Form #: 05 LTP0041 00 03 21

The following provisions are added to **SECTION VI - GENERAL PROVISIONS:**

Virginia Bankruptcy and Insolvency: Your insolvency or bankruptcy, or the insolvency of Your estate, shall not relieve Us of any of Our obligations under this policy. Any party who has obtained a judgment against You, which is returned unsatisfied, may bring an action against Us to recover damages insured by the policy.

Virginia Cancellation: After 10 days of Your receipt of this policy, this policy cannot be cancelled by You or Us.

Wisconsin Residents

Form #: 05 LTP0041 50 11 13

Under **Section VI – General Provisions, Subrogation** is deleted and replaced as follows:

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; nor do anything after the loss to prejudice Our rights; and 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.

You must be made whole, taking into account comparative negligence, before We may retain any amounts We have recovered.

Wyoming Residents

Form #: 05 LTP0041 51 11 13

Under **Section VI – General Provisions, Legal Actions** is deleted and replaced as follows:

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 4 years after the loss. This 4 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

Underwritten By:
Arch Insurance Company
Administrative Office: Harborside Three
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107
Telephone: (866) 413-5550

Administered By:
Aon Affinity
900 Stewart Avenue
Garden City, NY 11530-9998
Phone: 1-800-797-4516 or 1-516-342-7262
Online: www.aontravelclaim.com

ILLINOIS ELECTRONIC DELIVERY NOTICE

215 ILCS 5/143.34 allows for a notice or document to be delivered by electronic means by an insurer to a party under this Section if: (1) the party has affirmatively consented to that method of delivery and has not withdrawn the consent; (2) the party, before giving consent, is provided with a clear and conspicuous statement informing the party of: (A) the right of the party to withdraw consent to have a notice or document delivered by electronic means, at any time, and any conditions or consequences imposed in the event consent is withdrawn; (B) the types of notices and documents to which the party's consent would apply; (C) the right of a party to have a notice or document delivered in paper form; and (D) the procedures a party must follow to withdraw consent to have a notice or document delivered by electronic means and to update the party's electronic mail address; (3) the party: (A) before giving consent, is provided with a statement of the hardware and software requirements for access to, and retention of, a notice or document delivered by electronic means; and (B) consents electronically, or confirms consent electronically, in a manner that reasonably demonstrates that the party can access information in the electronic form that will be used for notices or documents delivered by electronic means as to which the party has given consent.

Per the Electronic Delivery provision in the General Provisions Section of the Policy, prior to purchase, you have the option to default to delivery by electronic means of the coverage You purchased. If you select "Yes", this means You are consenting to receive communications related to or arising to Your insurance coverage ("Documents") by electronic means. You will receive such Documents by electronic means as opposed to paper Documents. We will e-mail You a link to such communications. E-mails will be sent to the e-mail address that You have provided as part of your purchase process. **You may need to make certain changes to Your e-mail account so that You can receive emails from Aon Affinity. Please consult Your e-mail provider for assistance in making these changes so that e-mail or spam filters do not prevent You from receiving incoming e-mails from the Aon Affinity domain.**

At any time and upon reasonable notice to Aon Affinity, You have the right to receive such communications in a written format at no cost and to revoke this consent (except to the extent Aon Affinity has already taken action in reliance on this consent). You may exercise such rights by (1) calling Aon Affinity at 1-800-797-4516 or 1-516-342-7262 and making such request.

Your consent today will only apply to communications Aon Affinity has available and provides in electronic format. Therefore, You may also receive other communications in a non-electronic, written format via United States Postal Service mail.

Should coverage not be issued in response to purchase of insurance, or if the coverage issued is different than that which was purchased, communication of such results will be in written format and delivered via U.S.P.S.

You are responsible for accessing, opening and reading Your Documents. If You cannot access or read any Documents, you must contact Aon Affinity immediately at 1-800-797-4516 or 1-516-342-7262. In order to receive and view electronic communications from Aon Affinity, You must have access to the Internet and Your system must meet the following minimum hardware and software requirements:

- You must have Internet Explorer 6.0 or better and a valid e-mail account.
- The account should be configured to accept e-mails from **www.aontravelclaim.com**
- You must have Adobe Acrobat Reader, Version 4.0 or higher to view electronic documents. You may download this application for free at the following Web address: <http://www.adobe.com/products/acrobat/readstep2.html>.

FOR INFORMATION, CALL TOLL-FREE 1-800-797-4516 or 1-516-342-7262

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



FACTS

WHAT DOES ARCH DO WITH YOUR PERSONAL INFORMATION?

Why?

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

What?

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

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

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

How?

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

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

Questions?

- Call 1-844-812-2604
- Email us at: ArchPrivacy@archinsurance.com

Who we are

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

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.

How does ARCH collect my personal information?

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

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

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

Why can't I limit all sharing?

Federal laws give you the right to limit only:

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

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

Definitions

Affiliates

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

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

Nonaffiliates

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

Joint marketing

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

Other important information

NOTICE OF INFORMATION PRACTICES

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

STATE-SPECIFIC DISCLOSURES

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

YOUR AUTHORIZATION REQUIRED

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

FOR VERMONT CUSTOMERS

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

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.

NEVADA DO-NOT-CALL REGISTRY

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

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

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

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

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

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

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

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

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

Pre-Trip Information – Travel Assistance – Medical Assistance

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

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.

- 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, 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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