



# FAITH VENTURES

## FAITH VENTURES UPGRADE TRAVEL PROTECTION PLAN

### Underwritten By:

#### Arch Insurance Company

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

### Administered By:

#### Arch Insurance Solutions Inc.

Executive Plaza IV  
11350 McCormick Rd, Suite 102  
Hunt Valley, MD 21031  
Phone: 1-844-359-0415  
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### 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 Schedule of Benefits shown on the Declarations, 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 return Your policy to Us within 14 days after receipt. Your plan payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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

John Mentz  
President

Patrick Nails  
Secretary

**SCHEDULE OF BENEFITS**

<b>Benefits</b>	<b>Maximum Benefit Amount</b>
<b>Part A – Travel Arrangement Protection</b>	
Trip Cancellation .....	100% of Trip Cost
Trip Interruption.....	100% of Trip Cost
Occupancy Upgrade .....	100% of Trip Cost

## 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 CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the amount of the unused non-refundable prepaid Payments or Deposits for the Travel Arrangements You purchased or were assessed for Your Trip, when You cancel Your Trip for a covered Unforeseen reason.

#### Trip Cancellation must be due to one of the following Unforeseen reasons:

1. Your, a Family Member's, a Traveling Companion's, a Business Partner's or a Traveling Companion's Family Member's death, that occurs before departure on Your Trip;
2. Your, a Family Member's, a Traveling Companion's, a Business Partner's or a Traveling Companion's Family Member's covered Sickness or Injury, that: a) occurs before departure on Your Trip; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause Your Trip to be cancelled; or
3. for Other Covered Events, as defined; provided any such covered Unforeseen reason occur while coverage is in effect for You.

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

#### TRIP INTERRUPTION

We will 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:

- 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, a Business Partner's or a Traveling Companion's Family Member's death, which occurs while You are on Your Trip;
2. Your, a Family Member's, a Traveling Companion's, a Business Partner's or a Traveling Companion's Family Member'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, 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) You or Your Traveling Companion is the victim of a felonious assault within 10 days of the Scheduled Departure Date of Your Trip;
- c) Your or Your Traveling Companion's primary place of residence or destination is made Uninhabitable and remains Uninhabitable during Your scheduled Trip, by fire, flood, or other Natural Disaster, vandalism or burglary of Your principle place of residence within 10 days of departure;
- d) a documented theft of Your passports or visas;
- e) Strike that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;

- f) Inclement Weather that causes complete cessation of services for at least 12 consecutive hours of the Common Carrier on which You are scheduled to travel;
- g) 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;
- h) a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip;
- i) 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;
- j) Bankruptcy or Default of a tour operator other than an organization or firm from whom You or Your Traveling Companion purchased Travel Arrangements supplied by others causing a complete cessation of travel services provided the Bankruptcy or Default occurs more than 14 days following Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow You to transfer to another airline in order to get to Your intended destination.

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

### **OCCUPANCY UPGRADE**

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Trip Cancellation, for the additional cost You incur as the result of a change in the per person occupancy rate for Your Travel Arrangements if Your Traveling Companion's Trip is canceled or interrupted for a covered Unforeseen reason and You do not cancel or interrupt Your Trip.

### **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.

**“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.

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

**“Business Partner”** means an individual who: (a) is involved in a legal general partnership with You; and (b) is actively involved in the day to day management of Your business.

**“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.

**“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 10 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.

**“Eligible Person”** means a citizen or resident of the United States of America or Canada.

**“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.

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

**“Injury”** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the plan; 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 named on the Schedule of Benefits or Confirmation of Benefits who: (a) is scheduled to participate on a Trip; (b) completes any required enrollment form; and (c) for whom the required premium 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 Treatment”** means examination and treatment by a Physician.

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

**“Payments or Deposits”** means the cash, check, or credit card amounts actually paid 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 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, Business Partner 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 plan.

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

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

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

**“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 or act of violence, other than civil disorder or riot (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.

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

**“Travel Arrangement(s)”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier for Your Trip. Air arrangements covered by this definition also include any direct round trip air flights booked by others, to and from the Scheduled Trip Departure and return cities, provided the dates of travel for the air flights are within 7 total days of the scheduled Trip dates.

**“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. A group or tour organizer, sponsor or leader is not a Traveling Companion as defined, unless sharing accommodations in the same room, cabin, condominium unit, apartment unit or other lodging with You.

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You.

**“Trip”** means a scheduled trip; 1) for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date; and 2) is 100 miles or more from Your primary residence.

**“Unforeseen”** means not 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.

### 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 plan. This Pre-Existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
4. participating in maneuvers or training exercises of an armed service or police force of any country;
5. riding or driving in races, or speed or endurance competitions or events;
6. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
7. participating as a professional in a stunt, athletic or sporting event or competition;
8. participating in skydiving or parachuting (except parasailing), hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race or speed contests (not including any regatta races), scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a dive master is not present during the dive, or spelunking;
9. piloting or learning to pilot or acting as a member of the crew of any aircraft;
10. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
11. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
12. normal pregnancy (except complications of pregnancy) and/or resulting childbirth or voluntarily induced abortion;
13. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
14. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures;
15. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
16. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements for reasons other than Bankruptcy or Default;
17. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the plan is in effect for You;
18. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the plan is not in effect for You;
19. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination;
20. traveling against the advice of a Physician and any loss occurring during such a Trip.

## SECTION IV - COVERAGE PROVISIONS

### Who Is Eligible For Coverage

An Eligible Person who is booked to travel on an eligible Trip. Eligibility for purchase of this plan will be determined at time of claim. If it is determined that a person or Trip is not eligible for coverage, any claim for benefits will be denied and Your payment for the plan will be refunded.

### When Coverage Begins and Ends

#### When Coverage Begins:

**Trip Cancellation:** Coverage begins at 12:01 a.m. at Your location on the day after the date the required payment for this plan to cover Your Trip is received by Faith Ventures. This is Your "Effective Date" and time for Trip Cancellation.

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

#### When Coverage Ends:

**Trip Cancellation:** Your coverage automatically ends on the earlier of:

- 1) the scheduled departure time on the Scheduled Departure Date of Your Trip;
- 2) the date and time You depart on Your Trip; or
- 3) the date and time You cancel Your Trip.

**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 plan; 5) the expiration date of the plan.

All coverages under the plan will be extended if Your entire Trip is covered by the plan and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or seven (7) days after the Scheduled Return Date. Termination of the plan will not affect a claim for loss that occurs after plan payment has been paid.

## SECTION V- CLAIM PROVISIONS

### Your duties in event of a loss:

**For Trip Cancellation and Trip Interruption:** Immediately, or as soon as possible, call Your Travel Supplier and the Program Administrator (see Where to Report a Claim) to report Your cancellation, interruption to avoid non-covered charges due to late reporting. If You are prevented from taking Your Trip as scheduled or 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 participation or continued participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

### Where to Report a Claim:

Arch Insurance Solutions Inc.  
Executive Plaza IV  
11350 McCormick Rd, Suite 102  
Hunt Valley, MD 21031  
Phone: 1-844-359-0415  
Fax: 443-279-2901  
Email: [claims@archinsurancesolutions.com](mailto:claims@archinsurancesolutions.com)  
Office Hours: Monday-Friday, 8:30am – 5pm EST

**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:** When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written

statement of what happened. This statement must be received within the time given for filing proof of loss. Obtain claim forms from Us or Our designated representative 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 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 plan to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

## SECTION VI - GENERAL PROVISIONS

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

**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 plan with Us for each Trip. If You are covered under more than one such plan, 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.

**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.

**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.





**FAITH VENTURES UPGRADE  
TRAVEL PROTECTION POLICY  
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.

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 Declarations, 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 **Physician Examination and Autopsy** provision will always appear.

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.

**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 POLICY (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 III – POLICY LIMITATIONS AND EXCLUSIONS**, the exclusion referencing suicide is deleted and replaced as follows:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane;

In **SECTION VI - GENERAL PROVISIONS**, the following is added to appear as the 1<sup>st</sup> 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 policy;
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 policy;
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**, the following exclusion has been deleted and replaced as follows:

10. being Intoxicated;

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

21. No indemnity will be paid for loss caused by the voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by his Physician for the Insured.

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

19. directly or indirectly, the actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive weapon, device, material, gas, matter or contamination.

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.

## **District of Columbia Residents**

**Form #:** 05 LTP0041 09 07 13

Under **Section II – Definitions, Domestic Partner** is 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 10 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.

## **Georgia Residents**

**Form #:** 05 LTP0041 11 06 13

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

g. 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 or a Terrorist Incident;

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.

## **Illinois Residents**

**Form #:** 05 LTP0041 14 10 13

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

**“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.

Under **Section II – Definitions, Family Member** is deleted and replaced as follows:

“**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.

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

“**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.

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

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

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

“**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 in their entirety:

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or

Business Partner booked to travel with You, while sane or insane;

5. riding or driving in races, or speed or endurance competitions or events;

6. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);

7. participating as a professional in a stunt, athletic or sporting event or competition;

8. participating in skydiving or parachuting (except parasailing), hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any race or speed contests (not including any regatta races), scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a dive master is not present during the dive, or spelunking;

Under **Section III, Policy Limitations and Exclusions**, the following exclusions are revised to appear as follows:

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

10. 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;

19. the intentional, actual, alleged or threatened use, discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, device, material, gas, matter or contamination;

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

**Time of Payment of Claims:** All claims and indemnities payable under the terms of a policy of accident and health insurance shall be paid within 30 days following receipt of due proof of loss. Failure to pay within such period shall entitle the insured to interest at the rate of 9 percent per annum from the 30<sup>th</sup> day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid.

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 whole claim or any part of the claim is denied.

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

**Concealment and Intentional 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.

Under **Section VI, General Provisions**, the following provisions must be added:

**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.

**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.

**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.

**Kansas Residents**  
**Form #:** 05 LTP0041 17 12 13

The following disclaimer has been added to page 1 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**

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

**If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your plan payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.**

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

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

13. 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;

The following provision has been added after **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, 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, 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.

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. This Subrogation provision does not apply to covered medical, surgical, hospital or funeral expenses under this policy.

**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.

**Maine Residents**

**Form #:** 05 LTP0041 20 11 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 return Your policy to Us within 14 days after receipt. Your plan payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

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.

**Minnesota Residents**

**Form #** 05 LTP0041 24 11 13

Under **Section II – Definitions, 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 19; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college.

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

8. participating in skydiving or parachuting (except parasailing), hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, any organized race or organized speed contests (not including any regatta races), scuba diving if the depth exceeds 130 feet or if You are not PADI or NAUI certified to dive and a dive master is not present during the dive, or spelunking;

10. being under the influence of narcotics unless taken as administered or prescribed by a Physician;

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, with the intent to deceive and defraud.

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 not

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.

Our rights do not apply against any person insured under any other Policy or coverage part issued by Us with respect to the same occurrence or loss if the loss or occurrence arose out of non-intentional acts of such person.

#### **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 Schedule of Benefits shown on 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.

#### **Missouri Residents**

**Form #:** 05 LTP0041 26 12 13

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

**"Hospital"** means a facility that:

- (a) is a legally constituted institution that operates pursuant to law;
- (b) operates primarily for the care and treatment of sick or injured persons on a resident or in-patient basis;
- (c) operates under the supervision of one (1) or more licensed Physicians;
- (d) provides 24 hour nursing service and has at least one registered nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.

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

2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane;

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. However, no claim will be denied based upon Your failure to provide notice within such specified time, unless the failure operates to prejudice the rights of the Company, as per Missouri regulation 20CSR100-1.020.

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

**Proof of Loss:** You must furnish the Company, or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company or its designated representative within ninety (90) days from the date of loss and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Failure to give notice within such time will not invalidate or reduce any valid claim if it is shown not to have been reasonably possible to give such notice and that notice was then given as soon as reasonably possible thereafter.

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 10 years after the time required for giving proof of loss. This 10 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.

**North Dakota Residents**  
**Form #: 05 LTP0041 35 11 13**

Under **Section II – Definitions, 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 “Free Look Period” shown on page 1 is deleted and replaced as follows:

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your plan payment will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are cancelled from the beginning.

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: Trip Cancellation** is deleted and replaced as follows:

**When Coverage Ends:**  
**Trip Cancellation:** Your coverage automatically ends at 12:01 a.m. standard time on the earlier of: the scheduled departure time on the Scheduled Departure Date of Your Trip; 1) the date and time You depart on Your Trip; or 2) the date and time You cancel Your Trip.

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 date 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**

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

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

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, Hospital** is deleted and replaced as follows:

**“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.

Under **Section II – Definitions, Terrorist Incident** is deleted and replaced as follows:

**“Terrorist Incident”** means an incident deemed a terrorist attack by the United States government or act of violence, other than civil disorder or riot (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:**

22. 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.

**South Carolina Residents**  
**Form #:** 05 LTP0041 41 07 13

Under **Section V – Claims Provisions, Notice of Claim** 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 10 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:

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

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.

**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 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.

“**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 Claim** 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 if 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, Schedule of Benefits or Confirmation of Benefits 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 return Your policy to Us within 30 days after receipt. Your plan payment will be refunded, provided You have not already

departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

Under **Section II – Definitions**, the following definitions are 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 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.

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

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

**Dispute Resolution** is deleted from **Section I – Coverages, Security Deposit Waiver**, and moved 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 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, 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.

**Virginia Residents**  
**Form #:** 05 LTP0041 47 12 13

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

**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.

**Cancellation:** After 14 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.

## 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](mailto: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](mailto: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.