

# Vacation Protection Plan for Guests of Disney Cruise Line

## Cover Page

Disney Cruise Line 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 three (3) sections:

- Cancel for Any Reason Credit Feature  
*Provided by Disney Cruise Line*
- Disney Cruise Line Individual Travel Protection Program
- Worldwide Emergency Assistance Services  
*Provided by LiveTravel*

# Cancel For Any Reason Cruise Credit Feature

*The following Cruise Credit Feature is provided by Disney Cruise Line and is not an insurance benefit.*

**Cancel For “Any Reason” Cruise Credits.....Equal to 75% of the Pre-Paid Non-Refundable Cancellation Fees**

In the event that you choose to cancel for a non-insured reason at any time up until departure, and you have purchased the Disney Cruise Line Vacation Protection Plan, you will receive a Disney Cruise Line cruise credit equal to 75% of the pre-paid non-refundable cancellation fees imposed for your use toward a future cruise.

This program enhancement is offered by Disney Cruise Line as a special service to our valued guests. 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 transferrable, and have no cash value. To be eligible for credits, notification of cancellation must be given to Disney Cruise Line prior to the ship’s departure. Credits are issued in the event your cancellation claim is denied. To file a cancellation claim please visit [www.aontravelclaim.com](http://www.aontravelclaim.com) or call Aon Affinity at 1-877-217-0580.

## DISNEY CRUISE LINE VACATION PROTECTION PLAN

### Underwritten By:

#### Arch Insurance Company

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

### Administered By:

#### Aon Affinity Travel Practice

900 Stewart Avenue  
Garden City, NY 11530-9998  
**Phone:** 1-877-217-0580 or 1-516-342-2720  
**Online:** [www.aontravelclaim.com](http://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 under this policy to Aon Affinity Travel Practice, 900 Stewart Avenue, Garden City, NY 11530-9998, within 10 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under this policy are void from the beginning.

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



Patrick Nails  
Secretary

## SCHEDULE OF BENEFITS

### Benefits

### Maximum Benefit Amount

#### Part A – Travel Arrangement Protection

Trip Cancellation .....	Trip Cost (Up to \$10,000)
Trip Interruption.....	Trip Cost (Up to \$10,000)
Trip Delay .....	\$500 (Up to \$150 per Day)

#### Part B – Travel Insurance Benefits

Emergency Accident & Sickness Medical Expense.....	\$10,000
Emergency Medical Evacuation and Repatriation of Remains.....	\$30,000

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

Baggage and Personal Effects.....	\$3,000
Baggage Delay.....	\$500

## 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 for Your Trip, when You cancel Your Trip prior to departure for a covered reason.

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

1. Your, a Family Member's, a Traveling Companion's, or a Traveling Companion's Family Member's death, that occurs before departure on Your Trip; or
2. Your, a Family Member's, a Traveling Companion'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 reason occur while coverage is in effect for You.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Aon Affinity 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 Aon Affinity 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 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 reason.

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

1. Your, a Family Member's, a Traveling Companion's or Traveling Companion's Family Member's death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, a Traveling Companion's or 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 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. Your or Your Traveling Companion's primary place of residence is made Uninhabitable, by fire, flood, or other Natural Disaster, or 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. Inclement Weather that causes complete cessation of services of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- e. Your or Your Traveling Companion's involuntary employment termination or layoff. Employment must have been with the same employer for at least 3 continuous years;
- f. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment, except 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;
- g. a cancellation of Your Trip if Your arrival on the Trip is delayed and causes You to lose 50% or more of the scheduled Trip duration due to the reasons covered under the Trip Delay Benefit.

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 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 for a covered reason and You do not cancel Your Trip.

## **TRIP DELAY**

If You are delayed 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 are directly involved 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 (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, Natural Disaster, or riot.

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 during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered;

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

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

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

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

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

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

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

#### **Emergency Medical Evacuation**

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

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

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

#### **Repatriation of Remains**

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

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

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

#### **Additional Medical Evacuation Benefits:**

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

## 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.

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.

We may take all or part of Your damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will:

- 1) repair or replace any part to restore the pair or set to its value before the loss; or
- 2) pay the difference between the value of the property before and after the loss.

**Items Subject To Special Limitations:** We will reimburse You up to \$1,000 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 for items of like kind and quality 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.

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

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

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

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

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

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

**"Dependent"** means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (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 the required payment for this plan to cover Your Trip is received by Disney Cruise Line.

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

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

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

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

**“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 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 Disney Cruise Line, provided the required plan payment has been paid. Insured also means “You” and “Your”.

**“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, 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, 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 LiveTravel.

**“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 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.

**“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, and fees imposed in accordance with The Jones Act up to \$300.

**“Travel Arrangement(s)”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier 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 share accommodations with You in the same room, cabin, condominium unit or other lodging.

**“Travel Supplier”** means Disney Cruise Line.

**“Trip”** means a scheduled trip of 31 days or less in length for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date.

**“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 or from Trip Cancellation or Trip Interruption claims resulting from death;
2. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
3. participating in maneuvers or training exercises of an armed service or police force of any country;
4. riding or driving in races, or speed or endurance competitions or events;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a professional in a stunt, athletic or sporting event or competition;
7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, extreme skiing, skiing outside marked trails or heli-skiing, 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;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal pregnancy (except Complications of Pregnancy) and/or resulting childbirth or voluntarily induced abortion;
12. any amount paid or payable under any Worker’s Compensation, Disability Benefit or similar law;
13. any non-emergent treatment or surgery, routine physical examinations, hearing aids, eye glasses, contacts or any Elective Treatment and Procedures;
14. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
15. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
16. business, contractual or educational obligations of You, a Family Member, business partner, or Traveling Companion;
17. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy 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 policy is not in effect for You;

19. Bankruptcy or Default or failure to supply services by a Travel Supplier;
20. 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.

## SECTION IV – COVERAGE PROVISIONS

### When Coverage Begins and Ends

#### When Coverage Begins:

**Trip Cancellation:** Coverage begins at 12:01 a.m. at Your location on the day the required payment for this plan to cover Your Trip is received by Disney Cruise Line.

**Trip Interruption 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.

**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.

#### 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 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:

#### Trip Cancellation and Trip Interruption:

Immediately, or as soon as possible, call Your Travel Supplier and Aon Affinity (see Where to Report a Claim) to report Your cancellation or 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.

**Trip Delay:** 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:**

**Online:** [www.aontravelclaim.com](http://www.aontravelclaim.com)

**Mail:** Aon Affinity Travel Practice, 900 Stewart Avenue, Garden City, NY 11530-9998

**Phone:** 1-877-217-0580 or 1-516-342-2720

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

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

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

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

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

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

All or a portion of all benefits provided by the 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 (except for Trip Cancellation, Trip Interruption and Trip Delay) 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.

**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.

**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.

**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.

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

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

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

### CareFree Travel Assistance™

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

### Medical & Emergency Assistance

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

## Emergency Transportation Services

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

- 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 collect: **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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