



**SUNTRIP PRESERVER PROGRAM**

**Underwritten By:**

**Arch Insurance Company**

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Jersey City, NJ 07311-1107

**Administered By:**

**Red Sky Travel Insurance**

c/o Arch Insurance Company  
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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 Schedule 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 return Your policy to Us within 14 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 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 .....	Trip Cost
Trip Interruption and Delayed Arrival .....	Trip Cost
Missed Connection.....	\$750
Trip Delay .....	\$750 (\$200/day)

<b>Part B – Travel Insurance Benefits</b>	
Accidental Death and Dismemberment .....	\$100,000
Emergency Accident & Sickness Medical Expense.....	\$25,000
Emergency Dental Treatment.....	\$1,000
Medical Evacuation and Repatriation of Remains .....	\$525,000

<b>Coverage For Your Belongings and Property of Others</b>	
Baggage and Personal Effects.....	\$1,250
Per Item .....	\$500
Special Limitations Combined Maximum.....	\$500
Baggage Delay.....	\$1,000 (\$200/day)
Rental Car Damage .....	\$25,000

\*Maximum Benefit Per Insured except:

- Per Reservation for Trip Cancellation and Trip Interruption
- Per Vehicle for Rental Car Damage

Trip Cost means the rental cost paid, up to a maximum of \$100,000.

## 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 vacation rental and Travel Arrangements You purchased for Your Trip, when You cancel Your Trip prior to departure for a covered Unforeseen reason; including cancellation or change fees.

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

1. Your, a Family Member's, a Traveling Companion's, a Service Animal's, or a Business Partner'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, a Service Animal's, or 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.

#### **Additional Trip Cancellation Benefits:** We will reimburse You for the following:

If You must reschedule Your Trip due to a covered Unforeseen reason, We will reimburse You up to \$300 for the reissue fee charged by the airline to change Your tickets.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier or Property Management Company 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 or Property Management Company as soon as reasonably possible.

#### TRIP INTERRUPTION AND DELAYED ARRIVAL

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

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 Service Animal's a Business Partner's or a 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, a Service Animal'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.

**Delayed Arrival must be due to one of the following Unforeseen reasons which occurs within 7 days of Your Scheduled Departure Date:**

1. Your, a Family Member's, a Traveling Companion's, a Service Animal's, or a Business Partner's death; or
2. Your, a Family Member's, a Traveling Companion's, a Service Animal's, or a Business Partner's covered Sickness or Injury which: a) requires Medical Treatment at the time of occurrence; and b) as certified by a Physician, results in medical restrictions so disabling as to prevent You from departing on Your Trip on Your Scheduled Departure Date; 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 primary place of residence within 10 days of departure. We will only pay benefits for losses occurring within 30 calendar days after the event renders Your primary residence or destination Uninhabitable;
- d. a documented theft of Your or Your Traveling Companion's passports or visas;
- e. Your or Your Traveling Companion's transfer of employment by the employer with whom You or Your Traveling Companion are employed on Your Effective Date which requires Your or Your Traveling Companion's principal residence to be relocated;
- f. 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;
- g. Strike that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- h. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- i. 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;
- j. Your or Your Traveling Companion's involuntary employment termination or layoff. Employment must have been with the same employer for at least 1 continuous year;
- k. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your or Your Traveling Companion's Trip;
- l. 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;
- m. mandatory evacuation ordered by local government authorities at Your Trip destination due to a Natural Disaster or a hurricane named after your Effective Date of Your coverage. You must have 4 days or 50% or less of Your Trip length remaining at the time the mandatory evacuation ends in order to cancel or interrupt Your Trip and for this benefit to be payable We will only pay benefits for losses occurring within 30 calendar days after the mandatory evacuation;
- n. the primary or secondary school that Your or Your Traveling Companion's Dependent child(ren) attends continues classes beyond the predefined school year, due to Unforeseen circumstances that: 1) occur after Your Effective Date for Trip Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;
- o. Your or Your Traveling Companion's final scheduled destination accommodations are made Uninhabitable by a hurricane named after Your Effective Date for Trip Cancellation for the greater of: 1) 4 days; or 2) 50% of Your scheduled Trip length. We will only pay benefits for a Trip Cancellation occurring within 30 days after the named hurricane makes Your destination accommodations Uninhabitable;

- p. a road closure causing a delay in reaching Your scheduled Trip destination for at least 6 hours. We will only pay benefits for losses occurring within 30 calendar days after the event which causes the interruption of road service.

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.

**MISSED CONNECTION**

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

- a) any delay of a Common Carrier;
- b) documented weather condition preventing You from getting to the point of departure for Your Trip;

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

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

**TRIP DELAY**

If You are delayed for 12 hours or more while en route to, during or returning from Your Trip due to a covered Travel Hazard, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the expenses You incur for additional hotel nights, meals and local transportation while You are delayed.

For the purposes of this benefit:

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

- a) any delay of Your 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, terrorism or riot;
- e) a road closure (substantiated by the department of transportation, state police, etc.) due to severe storms preventing You from getting to the point of departure for Your Trip;
- f) Your Sickness or Injury or the Sickness, Injury or death of Your Traveling Companion, or Family Member traveling with You.

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**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

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

<b>TABLE OF LOSSES</b>	
<b>Loss of:</b>	<b>Percentage of Maximum Benefit Amount Payable:</b>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One Hand and One Foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%

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

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

#### **Exposure and Disappearance:**

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

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

#### **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 an Emergency Condition that first manifests itself or occurs while on Your Trip; 3) only Medical Expenses incurred during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

Benefits will include up to \$1,000 for expenses incurred during Your Trip for emergency dental treatment. Dental expenses incurred after Your Trip is completed are not covered.

**"Emergency Condition"** means an Injury or Sickness diagnosed by a Physician for which You have sudden and unexpected severe or acute symptoms requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy. The severe or acute symptoms must occur while on Your Trip.

**"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 (including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip), if recommended by Your attending Physician and approved by Us or Our Program Assistance Provider as a substitute for a hospital room for recovery from Your Emergency Condition;
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 Emergency Condition.

#### **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 We or 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.

##### **Medically Necessary Repatriation**

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

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

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

Transportation must be via the most direct and economical route.

**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your primary place of residence. The maximum amount payable is limited to the cost of transportation to Your primary residence.

### **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 and, up to \$250 per day up to 5 days for expenses for hotel nights, meals and local transportation 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 7 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 Us or 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.

We will also reimburse You for charges and interest incurred due to unauthorized use or replacement of Your lost or stolen credit cards if such use or loss occurs during Your Trip and if You have complied with all credit card conditions imposed by the credit card companies.

### **Valuation and Payment of Loss:**

The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time Your Baggage is lost, stolen, damaged or destroyed;
- 2) the cost to repair or replace the item with material of a like kind and quality; or
- 3) \$500 per item.

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$500.

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:** a combined maximum of \$500 (without a per item limit) will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras (and their accessories and related equipment), laptop or tablet computers, cell phones, PDA's and similar mobile devices; and other digital or electronic equipment or media.

If You have checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

### **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 12 hours or more from Your time of arrival at a destination other than Your return destination.

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

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

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

- 1) animals;
- 2) automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors;
- 3) aircraft;
- 4) bicycles, except when checked as baggage with a Common Carrier;
- 5) household effects and furnishings; antiques and collector items;
- 6) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, or retainers, or other orthodontic devices or hearing aids;
- 7) artificial limbs or other prosthetic devices;
- 8) keys, money, and credit cards (except as otherwise specifically covered herein); securities, stamps, tickets, and documents (except as coverage is otherwise specifically provided herein);
- 9) sporting equipment if the loss results from the use thereof.

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 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.

### **RENTAL CAR DAMAGE**

If You rent a Rental Car while on Your Trip and while in Your possession the car is: 1) damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control; or 2) stolen and not recovered, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b. the Actual Cash Value of the Rental Car; or
- c. the Maximum Benefit Amount shown in the Schedule of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

### **The following exclusions and limitations apply to Rental Car Damage**

We do not cover loss arising from or due to:

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, off-road vehicles, recreational vehicles or Exotic Vehicles;
3. any loss that occurs if You or anyone traveling with You are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the Rental Car: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the Rental Car; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

**The following duties in the event of loss apply to Rental Car Damage:**

1. You must take all reasonable, necessary steps to protect the Rental Car and prevent further damage to it;
2. You must report the loss to the appropriate local authorities and the rental company as soon as possible;
3. You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
4. You must provide Us all documentation such as rental agreement, police report and damage estimate.

**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 current replacement cost 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.

**"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 30 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.

**"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.

**“Exotic Vehicles”** means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer’s Suggested Retail Price (MSRP) over \$50,000.

**“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 named on the rental agreement and his/her Family Member and accompanying Traveling Companion if occupying the rental property premises with the Insured. Insured does not mean an invited guest, unless the guest accompanies the Insured to and from the vacation rental property destination and resides there with the Insured for the duration of the rental agreement period.

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

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

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

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

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

**“Natural Disaster”** means earthquake, flood, fire, 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, rewards, miles or points; actually paid or used for Your Trip. Certificates, vouchers, discounts and/or credits applied (in part or in full) towards the cost of Your Travel Arrangements are not Payments or Deposits as defined herein.

**“Physician”** means a person licensed as a medical or veterinary 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, Service Animal, or Family Member: 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 OnCall International.

**“Property Management Company”** means developer, association leasing company, rental company, exchange company, or hotel or condominium operator, who has the financial responsibility for maintenance repairs, reservations, and/or operation of the unit used for Your Trip.

**“Rental Car”** means a private passenger vehicle (including mini-vans and sport utility vehicles) rented from a rental car agency and being used solely for transportation on public roads.

**“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.

**“Service Animal”** means any guide dog, signal dog or other animal individually trained to work or perform tasks for the benefit of an individual with a disability including but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair or fetching dropped items. Service animal will also include animals used for psychiatric or emotional support if a Physician certifies that such an animal is required for You or Your Traveling Companion to travel.

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

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

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

**“Time Sensitive Period”** means within 21 days of the date Your initial deposit/payment for Your Trip is received.

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

**“Travel Arrangement(s)”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier or Property Management Company for Your Trip.

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

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

**“Trip”** means a scheduled trip of 180 days or less in length; 1) for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date; and 2) with a per person cost of \$100,000 or less.

**“Unforeseen”** means not anticipated or expected and occurring after the Effective Date for Trip Cancellation of the policy.

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

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

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

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

1. 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;

#### **Waiver of the Pre-Existing Condition Exclusion**

The exclusion for Pre-Existing Condition will be waived provided:

- a) Your premium for this policy is received within the Time Sensitive Period; and

- b) You or the individual with the Pre-Existing Condition, are not disabled from travel at the time Your premium is paid.
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. 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, any race or speed contests, spelunking or bodily contact sports;
  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 loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
  13. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements or to refund money due You;
  14. Your accommodations or destination remains Uninhabitable or inaccessible after 30 days from the date which Your accommodations or destination first became Uninhabitable or inaccessible as a result of a named hurricane or Natural Disaster, and the Property Management Company or Travel Supplier failed to provide a refund or alternative travel arrangements;
  15. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy is in effect for You;
  16. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the policy is not in effect for You.

## **SECTION IV – COVERAGE PROVISIONS**

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

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

#### **Trip Cancellation:**

Coverage begins at 12:01 a.m. at Your location on the day after the date the required premium for this policy to cover Your Trip is received by Your Travel Supplier or Property Management Company.

This is Your “Effective Date” and time for Trip Cancellation.

**Trip Interruption and Missed Connection:** 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 and Missed Connection.

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

#### **When Coverage Ends:**

**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 date of the policy.

All coverages under the policy will be extended if Your entire Trip is covered by the policy 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 policy will not affect a claim for loss that occurs after premium has been paid.

## SECTION V – CLAIMS PROVISIONS

### Your duties in event of a loss:

#### For Trip Cancellation and Trip Interruption:

Immediately, or as soon as possible, call Your Travel Supplier or Property Management Company 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.

#### Trip Delay or Missed Connection:

Obtain any specific dated documentation that provides proof of the reason for delay (airline or cruise line forms, medical statements, etc).

Submit this documentation along with Your trip itinerary and all receipts for additional expenses incurred.

#### 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:

Red Sky Travel Insurance  
c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031  
Phone: 1-866-889-7409  
Fax: 1-443-279-2901  
Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.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 at [www.trippreserver.com](http://www.trippreserver.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 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

**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.

### **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.

**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.



### State Exceptions for Sun Trip Preserver

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

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

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

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

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

**WRITTEN NOTICE TO CALIFORNIA RESIDENTS REGARDING TRAVEL INSURANCE PURCHASE**

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

**Colorado Residents**

**Form #:** 05 LTP0070 06 06 17

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

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

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

In **SECTION 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:

Schedule of Benefits;  
Title (Cover Page);  
Contact Us – cross reference is SECTION V – CLAIMS PROVISIONS;  
Table of Contents – cross reference is Cover Page;  
Eligibility – N/A as all are eligible;  
N/A – not a managed care plan;  
Benefits/Coverage – cross reference is SECTION I – COVERAGES;  
Regarding Limitations and Exclusions – cross reference is SECTION III – POLICY LIMITATIONS AND EXCLUSIONS;  
N/A – no members, not a managed care plan;  
Claims Procedures – cross reference is SECTION V – CLAIMS PROVISIONS;  
General Policy Provisions – cross reference is SECTION VI – GENERAL PROVISIONS;  
N/A – no termination;  
Appeals and Complaints – cross reference is SECTION V – CLAIMS PROVISIONS;  
N/A – no policy or rate changes;  
**Definitions – cross reference is SECTION II – DEFINITIONS**

**Connecticut Residents**

**Form #:** 05 LTP0041 07 04 14

Under **Section III – Policy Limitations and Exclusions**, **Exclusion 9** has been deleted and replaced as follows:  
9. being Intoxicated;

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.

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

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

**Georgia Residents**

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

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

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

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

**Concealment and Misrepresentation:**

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

**Illinois Residents**

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

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the definition of “Emergency Condition is deleted and replaced as follows:

“**Emergency Condition**” means a medical condition manifesting itself by acute symptoms of sufficient severity (including but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or the unborn child) in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of any bodily organ.

Under **Section I – Coverages, BAGGAGE AND PERSONAL EFFECTS**, the **Items Subject To Special Limitations** provision is deleted and replaced as follows:

**Items Subject To Special Limitations:** a combined maximum of \$500 (without a per item limit) will be paid for jewelry; precious or semi-precious stones; watches; articles containing silver, gold or platinum; furs or articles trimmed with fur; cameras (and their accessories and related equipment), laptop or tablet computers, cell phones, PDA’s and similar mobile devices; and other digital or electronic equipment or media.

Under **Section I, Coverages, Rental Car Damage, Exclusions and Limitations, Items 6 and 7**, are deleted and replaced as follows:

6. any loss as the result of or attributed to driving the Rental Car: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; for compensation for hire; for illegal trade purposes, or transporting contraband;

7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the Rental Car; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; or any consequence of war (declared or otherwise).

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

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

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

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

“**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 exclusion is deleted and replaced as follows:

3. war, invasion, hostilities between nations (whether declared or undeclared), or civil war;

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. 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, any race or speed contests, spelunking or bodily contact sports;

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

**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.

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

Under **Section VI – General Provisions, 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 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, Benefit to bailee** is deleted and replaced as follows:

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

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

The following disclaimer has been added to the policy:

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

The “Free Look Period” shown on page 1 of the policy 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 premium 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.

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

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

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

Under **Section V – Claims Provisions, Payment of Claims** 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.

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

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

**Maine Residents**  
**Form #:** 05 LTP0041 20 11 13  
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 premium 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:

- 7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, any race or speed contests, spelunking or bodily contact sports;
- 9. 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, 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 definition of **Hospital** 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 – Definition of Dependent** is deleted and replaced as follows:

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

**Oklahoma Residents**  
**Form #:** 05 LTP0041 37 11 13

The "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 premium 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:

**Trip Cancellation** Your coverage automatically ends at 12:01 a.m. standard time 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.

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.

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

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

Under **Section I – Coverages, MISSED CONNECTION** is deleted and replaced as follows:

#### **MISSED CONNECTION**

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

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

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

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

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 – Definition of 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 – Definition of 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:**

17. 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 Claims** is deleted and replaced as follows:

**Notice of Claim:** Notice of claim must be reported to Us within 20 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include Your name and the policy number.

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

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. If it was not reasonably possible to give written proof in the time required, We may not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. Proof must, however,

be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

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

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

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

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

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

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

**South Dakota Residents**  
**Form #:** 05 LTP0041 42 11 13

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

“**Domestic Partner**” where permitted by law means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 10 months:

- 1) Resides with You;
- 2) Shares financial assets and obligations with You.

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

9. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician if committing a felony;

10. the commission of or being engaged in a felony or being engaged in an illegal occupation;

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 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107  
Toll Free Number: 1-866-413-5550

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

**EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**

Benefits will be paid for covered Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following: 1) covered Medical Expenses will only be payable at the Usual and Customary level of charges; 2) benefits will be payable only for covered Medical Expenses resulting from an Emergency Condition that manifests itself or occurs while on Your Trip; and 3) only Medical Expenses incurred during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

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

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

No later than the 15th day after receipt of such notice of a claim, We will: a) acknowledge receipt of the claim; b) commence any investigation of the claim; and c) request from You all items, statements, and forms that We reasonably believe, at that time, will be required from You. Additional requests may be made 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 no later than the fifth Business Day after the date the act is performed.

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

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

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

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

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

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

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

- a) nonpayment of premium;

b) fraud in obtaining coverage under this policy;

c) an increase in hazard within Your control which would produce an increase in the rate;

d) loss of Our reinsurance covering all or part of the risk covered by this policy; or

e) We are placed in supervision, conservatorship, or receivership, if the cancellation is approved or directed by the supervisor, conservator or receiver.

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

**Nonrenewable:** This is a nonrenewable policy.

**Utah Residents**  
**Form #:** 05 LTP0041 45 10 13

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

If You are not satisfied for any reason, You may return Your policy to Us within 30 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 the policy are void from the beginning.

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the definition of "Emergency Condition" is deleted and replaced as follows:

"Emergency Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson, who possesses an average knowledge of medicine and health, would reasonably expect the absence of immediate medical attention at a Hospital Emergency Department to result in:

a) placing the insured's health, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy;

b) serious impairment to bodily functions;

c) serious dysfunction of any bodily organ or part; and

Under **Section I – Coverages, EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**, the definition of "Hospital Emergency Department" has been added:

"Hospital Emergency Department" means that area of a hospital in which emergency services are provided on a 24-hour-a-day basis.

Under **Section I – Coverages, ACCIDENTAL DEATH AND DISMEMBERMENT; Exposure and Disappearance** is deleted and replaced as follows:

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

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found and it is reasonable to assume death occurred, it will be presumed, that You suffered Loss of life and payment will be made within thirty (30) days after a proof of loss has been received by Us and which is satisfactory to Us.

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.

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

**Dispute Resolution** Any matter in dispute between You and Us may be subject to arbitration as an alternative to court action pursuant to the Federal Rules of Civil Procedure, a copy of which is available on

request from Us. Any decision reached by arbitration shall be binding upon both You and Us, The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

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

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

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

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

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

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

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

**Proof of Loss:** You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss or as soon as is reasonably possible. Failure to give notice or file proof of loss as required does not bar recovery under the policy if We fail to show that We were prejudiced by the failure.

**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 10 days of Your receipt of this policy, this policy cannot be cancelled by You or Us.

**Wisconsin Residents**

**Form #:** 05 LTP0041 50 11 13

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

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

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

**Wyoming Residents**

**Form #:** 05 LTP0041 51 11 13

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

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 4 years after the loss. This 4 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

## 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.



## TRAVEL ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services.

Services offered by On Call International include:

- 24/7 Worldwide Assistance Services
- Emergency Roadside Assistance Services

CALL TOLL FREE:  
866-889-7409

## AVAILABILITY OF SERVICES

You are eligible for Worldwide Emergency Assistance and Emergency Roadside Assistance Services when you actually start your trip. These services end the earliest of: (1) midnight on the day your travel insurance product expires; (2) when you reach your return destination; or (3) when you complete your trip.

Travel assistance services are provided by On Call International (On Call), an independent organization, and not by Arch Insurance Company. There may be times when circumstances beyond On Call's control hinder their endeavors to provide travel assistance services and to help you resolve your emergency situation. On Call has designated Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club (Road America), to provide 24-hour roadside assistance services.

## EMERGENCY ASSISTANCE SERVICES

Provides a variety of travel related services, including:

- Medical Evacuation • Medically Necessary Repatriation • Repatriation of Remains
- Medical or Legal Referral • Inoculation Information • Hospital Admission Guarantee • Translation Service • Lost Baggage Retrieval • Passport/Visa Information
- Emergency Cash Advance\* • Bail Bond\* • Prescription Drug/Eyeglass Replacement\*

\* Payment reimbursement to the Assistance Company is your responsibility.

## EMERGENCY ROADSIDE ASSISTANCE SERVICES

24-Hour Toll-Free Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year.

The following services are available to you when traveling 50 miles or more from your home for a vehicle registered or rented to you during the effective Policy term, subject to the exclusions and limitations listed below. To receive the Emergency Roadside Assistance Services, you must be with the vehicle when the service provider arrives:

- Towing Assistance • Battery Services • Flat Tire Assistance • Fuel, Oil and Water Delivery Service
- Lock-out Assistance • Collision Assistance

For any amount exceeding the program's \$100 per occurrence benefit limit, it will be your responsibility to pay the service provider directly for the additional charges. Please note: Only one service call for the same cause will be covered during any seven-day period.

The following services and vehicles are not included or covered:

1. Cost of parts, replacement keys, fluids, fuel, lubricants, cost of installation of products, material, and additional labor relating to towing. Any and all taxes or fines.
2. Non-emergency mounting or removing of any tires, snow tires, or chains. Shoveling snow from around a vehicle. Tire Repair. Motorcycles, trucks over one-and-a-half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial or delivery vehicles including vehicles used for racing, rentals, dealer services, dealer loaners, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Damage or disablement due to flood, fire, or vandalism.
3. Towing from or repair work performed at a service station, garage or repair shop. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Non-emergency towing or other non-emergency service. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. Towing as a result of a collision or accident. Extrication or Winching. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
4. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of any vehicle in the commission of a felony.
5. Repeated service calls for a vehicle in need of routine maintenance or repair. Services received independently from Road America without prior authorization from Road America. Only one disablement for the same service type during any seven day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE. The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program.