



EF Language Abroad

Travel protection description of coverage

369ZPD-0126 | 01.26

CONTACT INFORMATION AND IMPORTANT NOTES

QUESTIONS PRIOR TO YOUR TRIP DEPARTURE?

Travelex Insurance Services

1.844.233.7892

8:00am – 7:00pm CST, M-F

customersolutions@travelexinsurance.com

Reference Plan Number 369ZPD-0126

NEED ASSISTANCE WHILE TRAVELING?

Zurich Travel Assist

800.555.0870 (*within USA & Canada*)

416.977.1803 (*outside USA & Canada*)

assistance@zurichtravelassist.com

24 Hours a Day, 7 Days a Week

EXPERIENCE A LOSS AND NEED TO FILE A CLAIM?

Zurich Travel Claims Administration

Start Here - File a Claim Online at travelexinsurance.com

800.501.4781

8:30am – 8:00pm EST, M-F

support@zurichtravelclaims.com

IMPORTANT NOTES

Who is Eligible: A person who has arranged to take a trip through EF Language Abroad, pays the required plan cost and has a primary residence in the United States of America.

This is a brief Description of Coverage, which outlines benefits and amounts of coverage available to you. To view your state-filed policy, please visit [HERE](#), and select your state of residence.

Description of Coverage
EF Tours Language Travel Plan
369ZPD-0126



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FIFTEEN DAY¹ FREE LOOK PERIOD

The **Insured** has the right to examine coverage upon receipt of his/her plan. If he/she is not satisfied for any reason, he/she may return his/her plan within 15¹ days after receipt to **Us, Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this plan, the plan and the **Insured's** coverage under this plan will be voided from the outset of coverage and premium will be refunded accordingly.

THIS **INSURANCE PROVIDES** SHORT-TERM TRAVEL RELATED BENEFITS FOR TRIP AT LEAST 100 MILES FROM HOME AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE SCHEDULE FOR WHICH A PREMIUM WAS PAID.

THIS PLAN CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE DOWNLOAD YOUR STATE-SPECIFIC POLICY AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

PLEASE READ THIS DOCUMENT CAREFULLY

Bolded words are **Definitions** and can be found in SECTION V – GENERAL DEFINITIONS.

Other Covered Events are defined under the Trip Interruption benefits.

¹ 21 days in CT, KS, MO, VT. 30 days in IN, NH and UT
EF Tours Language Travel Plan 369ZPD-0126



ZURICH[®]

ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

Description of Coverage

EF Tours Language Travel Plan

369ZPD-0126

DECLARATION PAGE

Policy Number: 0768183

- Item: 1. Insured: Refer to Travel Insurance Booking Confirmation

- Item: 2. Additional Travelers Covered or Family Members:
Refer to Travel Insurance Booking Confirmation

- Item: 3. Effective Date of Coverage:
Trip Cancellation: N/A

All Other Benefits: Refer to Departure Date Travel Insurance Booking Confirmation

- Item: 4. Trip Departure Date: Refer to Departure Date on Travel Insurance Booking Confirmation

- Item: 5. Trip Return Date: Refer to Return Date on Travel Insurance Booking Confirmation. Not to exceed 364 days (180 days in MN) from Trip Departure Date

This is intended as a general description of certain types of insurance and services available to qualified customers through the companies of Zurich in North America, provided solely for informational purposes. Nothing herein should be construed as a solicitation, offer, advice, recommendation, or any other service with regard to any type of insurance product underwritten by Zurich American Insurance Company (NAIC # 16535), 1299 Zurich Way, Schaumburg, IL 60196. Your policy is the contract that specifically and fully describes your coverage, terms and conditions. The description of the policy provisions gives a broad overview of coverages and does not revise or amend the policy. Coverages and rates are subject to individual insured meeting our underwriting qualifications and product availability in applicable states. If you have questions about coverage available under our plans, please review the policy or contact our Administrator, Travelex Insurance Services Inc. 810 N 96th Street, Suite 300, Omaha, NE 68114. Toll Free 844.233.7892. Email: customersolutions@travelexinsurance.com. Travelex Insurance Services Inc. CA Agency license #0D10209. Insurance coverages underwritten by individual member companies of Zurich in North America, including Zurich American Insurance Company (NAIC # 16535).

SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

Benefits	Maximum Covered Amount per Insured / Deductible per Insured
A. Travel Inconvenience Plan	
1. Post-Departure Trip Interruption Benefit Return Air Only Benefit	Up to 100% of Trip Cost to a maximum of \$25,000 \$2,000
2. Travel Delay Benefit	\$900 (subject to \$150 per day)
3. Baggage and Personal Effects Benefit* Per Item Limit Deductible	\$4,000 \$400 per item \$30 per occurrence
* Items subject to Special Limitations	\$2,000
4. Baggage Delay Benefit	\$200 (subject to \$100 per day)
B. Emergency Medical Evacuation and Repatriation Plan	
1. Emergency Medical Evacuation and Repatriation Benefit	\$500,000
2. Security Evacuation Benefit	\$100,000
C. Accident Plan	
1. Accidental Death Benefit	\$10,000
2. Accidental Dismemberment Benefit	\$10,000

Benefits	Maximum Covered Amount per Insured per Covered Trip	Deductible per Covered Injury or per Sickness	Co-Insurance per Covered Injury or per Sickness
D. Out of Country Travel Medical Expense Benefit²			
Medical Expense Benefit	\$500,000	\$30	100%
Medical Expense Benefit Sublimits for the Medically Necessary Covered Medical Services described below:			
Hospital Room and Board	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%
Outpatient Surgical Room	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%
Physician's Surgical Procedures	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%
Physiotherapy	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%
Ambulance Expenses	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%

² \$50,000 Out of Country Medical Benefit for NH residents

Prescription Drugs	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%
Emergency Dental	\$500	The Deductible shown in the Medical Expense Benefit	100%
Mental or Nervous Disorders - Inpatient	\$1,500	The Deductible shown in the Medical Expense Benefit	100%
Mental or Nervous Disorders - Outpatient	\$1,500	The Deductible shown in the Medical Expense Benefit	100%
Treatment of Complications of Pregnancy	The Maximum Covered Amount shown in the Medical Expense Benefit	The Deductible shown in the Medical Expense Benefit	100%
Additional Out of Country Travel Medical Expense Benefits:			
Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit	\$15,000	N/A	100%
Pre-Existing Conditions	\$10,000	The Deductible shown in the Medical Expense Benefit	100%

SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. EFFECTIVE DATE: No coverage for an **Insured** under this **Policy** is in effect until:
1. 12:01 A.M. Standard Time on the **Scheduled Date of Departure**;
- B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.
- C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:
1. the completion date of the **Covered Trip**;
 2. the **Scheduled Date of Return**;
 3. the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
 4. cancellation of the **Covered Trip**.
- Termination will not negate a claim already pending.
- D. EXTENSION OF COVERAGE: All coverage under this **Policy** will be extended if:
1. the **Insured's** entire **Covered Trip** is covered by this **Policy**; and
 2. the **Insured's** return is delayed by unavoidable circumstances beyond his/her control.
- This extension of coverage will terminate the earlier of:
- a. the date the **Insured** reaches his/her originally scheduled return **Destination**; or
 - b. seven days after the **Scheduled Date of Return**.

In no event will coverage be extended due to voluntary reasons without prior consent from the **Administrator**.

Termination will not negate a claim already pending.

SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

A. TRAVEL INCONVENIENCE PLAN

1. POST-DEPARTURE TRIP INTERRUPTION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post-Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if:

- a. the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured's**, or the **Insured's Family Member's Sickness, Covered Injury**, or death; or
- b. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness, Covered Injury**, or death of the **Insured**, or the **Insured's Family Member**.

We will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness, Covered Injury**, death, or **Other Covered Event** commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination and or treatment by a **Physician**, in person, at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

We will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, due to the **Insured's**, or the **Insured's Family Member's Sickness, Covered Injury**, or death; less any refund paid or payable, for unused land travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**), or the unused portion of the amount of **Payments** and **Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

- (1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or
- (2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare or the equivalent class of the **Insured's** original tickets by the most direct route less any refund paid or payable for

the **Insured's** unused original tickets.

Return Air Only Benefit

We will reimburse the **Insured** a Return Air Only Benefit, for the additional transportation expenses incurred to reach the return **Destination** due to a **Covered Loss**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. However, the benefit payable will not exceed the cost of economy airfare (or the same class as the **Insured's** original seating class level of airfare) less any refund paid or payable and taken by the most direct route.

Other Covered Event means an unforeseeable event or its consequences that:

- (i) is outside of the **Insured's** control ;
- (ii) prevents the **Insured** from traveling on or continuing his/her **Covered Trip**; and
- (iii) occurs while coverage is in effect under this **Policy**,

and includes only the following unforeseeable events or their consequences that occur to the **Insured**:

- a. being hijacked or **Quarantined**;
- b. being the victim of a **Felonious Assault** or having the **Insured's Home** vandalized or burglarized within seven days of the **Scheduled Date of Departure** or during the **Insured's Covered Trip**.

2. TRAVEL DELAY BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Travel Delay Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured's Covered Trip** is delayed for six consecutive hours or more, **We** will reimburse the **Insured** a Travel Delay Benefit, for reasonable additional expenses incurred by the **Insured** for lodging arrangements, meals, telephone calls and local transportation while the **Insured** is delayed, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** will not reimburse benefits for expenses incurred after travel becomes possible to continue on the **Insured's Covered Trip**.

In order for benefits to be reimbursable, any Travel Delay must be caused by or result from:

- a. **Common Carrier** delay;
- b. loss or theft of the **Insured's** passport(s), travel documents or money;
- c. **Quarantine**;
- d. hijacking;
- e. **Natural Disaster**;
- f. **Adverse Weather Conditions**;
- g. a documented traffic accident while the **Insured** is en route to his/her departure;
- h. unannounced **Strike**;
- i. a civil disorder;

3. **BAGGAGE AND PERSONAL EFFECTS BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage and Personal Effects Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse the **Insured** for a Baggage and Personal Effects Benefit, in excess of the **Deductible**, for direct loss, theft, damage or destruction of his/her **Baggage, Personal Effects**, passports or visas during the **Insured's Covered Trip**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, provided the **Insured** takes all reasonable measures to preserve, protect or recover the **Baggage**. **We** will also pay for loss due to unauthorized use of the **Insured's** credit cards that are not forgiven or otherwise waived by the applicable credit card companies, if the **Insured** has complied with all of the credit card conditions imposed by the credit card companies. This coverage is primary to other forms of insurance or indemnity. The maximum amount **We** will reimburse for any one item is limited to the Per Item Limit shown in the **Schedule**.

Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value** or replacement cost basis, whichever is less. For items without receipts, payment of loss will be calculated based upon 50% of the **Actual Cash Value** or 50% of the replacement cost at the time of loss, whichever is less. At **Our** option, **We** may elect to repair or replace the **Insured's Baggage**.

We may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will, solely at **Our** discretion: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.

Items over \$250 must be accompanied by original receipts. **We** will pay the lesser of:

- a. the cash value (original cash value less depreciation) as determined by **Us**; or,
- b. the cost of replacement.

Items Subject to Special Limitations

We will not pay more than \$2,000 (or the Baggage and Personal Effects Benefit limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. For purposes of this Special Limitation of this Benefit, the loss of such items will be considered a one total combined loss and not separate losses for each separate item such that a single Special Limitation Maximum Covered Amount per **Insured** will apply to the total loss of such items.

Continuation of Coverage

If the covered **Baggage**, passports, or visas are in the custody of a **Common Carrier**, and delivery is delayed, this coverage will continue until the property is delivered to the **Insured**. This continuation of coverage does not include loss caused by or resulting from the delay.

The Insured's Duties in the Event of a Loss

In case of loss, theft or damage to **Baggage** and **Personal Effects**, the **Insured** must: (i) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police, or other local authorities and obtain their written report of his/her loss; and (ii) take reasonable steps to protect his/her **Baggage** from further damage, and make necessary, reasonable and temporary repairs. **We** will reimburse the **Insured** for these expenses. **We** will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

4. **BAGGAGE DELAY BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage Delay Benefit will take effect on the **Scheduled Date of Departure**.

If the **Insured's Baggage** is delayed or misdirected for 12 hours or more, **We** will reimburse the **Insured** a Baggage Delay Benefit, for: (i) the cost of reasonable additional clothing and personal articles purchased or rented by the **Insured** during the **Covered Trip**, and (ii) the expenses incurred during the **Insured's Covered Trip** to expedite the return of the **Insured's** delayed or misdirected **Baggage**; up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. Coverage for Baggage Delay Benefits terminates upon the **Insured's** arrival at the return **Destination** of his/her **Covered Trip**.

B. EMERGENCY EVACUATION AND REPATRIATION PLAN

1. EMERGENCY EVACUATION AND REPATRIATION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Emergency Evacuation And Repatriation Benefit will take effect on the **Scheduled Date of Departure**.

We will pay the **Insured** an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Sickness** that first manifests itself or a **Covered Injury** that occurs while on a **Covered Trip**; (iii) the **Insured** must first receive treatment during his/her **Covered Trip**.

The following are Covered Expenses under this Emergency Evacuation and Repatriation Benefit:

- a. expenses incurred by the **Insured** for **Physician**-ordered emergency medical evacuation, including medically appropriate transportation and necessary medical care en route, to the nearest suitable **Hospital**, if the onsite attending **Physician** certifies that the **Insured** is medically able to travel when the **Insured** is critically **Sick** or **Injured** and no suitable local care is available, subject to **Our** or the **Assistance Provider's** prior approval; and
- b. expenses incurred for non-emergency medical evacuation, including medically appropriate transportation and medical care en route, to a **Hospital** or to the **Insured's Home** when deemed medically necessary by the attending **Physician**, subject to **Our** or the **Assistance Provider's** prior approval; and
- c. expenses for transportation not to exceed the cost of one round-trip economy class air fare to the place of **Hospitalization** for one person chosen by the **Insured**, provided that the **Insured** is traveling alone and is **Hospitalized** for more than 7 days; and
- d. expenses for transportation not to exceed the cost of one-way economy class air fare to the **Insured's Home**, including escort expenses, if the **Insured** is 18 years of age or younger and left unattended due to the death or **Hospitalization** of an accompanying adult(s), subject to **Our** or the **Assistance Provider's** prior approval; and
- e. expenses for one-way economy class air fare (or **We** will match the class of the original tickets) to the **Insured's Home**, from a medical facility to which the **Insured** was previously evacuated, less any refund paid or payable from the **Insured's** unused transportation tickets, if these expenses are not covered elsewhere in this **Policy**; and
- f. repatriation expenses for preparation and air transportation of the **Insured's** remains to his/her **Home**, or up to an equivalent amount for a local burial in the country where death occurred, if the **Insured** dies while outside the United States of America. Covered Expenses under this benefit include the reasonable and customary expenses for: (i) embalming; (ii) cremation; (iii) the most economical coffins or receptacles adequate for transportation of the remains; and (iv) transportation of the remains, by the most direct and economical conveyance and route possible. The **Assistance Provider** must make all arrangements and authorize all expenses in advance for this benefit to be payable; and

2. SECURITY EVACUATION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Security Evacuation Benefit will take effect on the **Scheduled Date of Departure**.

In order for this Security Evacuation Benefit to apply, the **Covered Trip Destination** must be more than 100 miles from outside the **Insured's** country of **Primary Residence**.

If, as a result of an **Event** that takes place while the **Insured** is on a **Covered Trip**, the **Insured** requires extrication from a location in which he or she is traveling due to an **Imminent Physical Danger**, **We** or **Our Assistance Provider** will arrange for and pay on the **Insured's** behalf a Security Evacuation Benefit, for the **Transport** and **Related Costs** (including hotel/lodging, meals and, if necessary, physical protection for the **Insured**; but excluding personal comfort and convenience items) of the **Insured** to the **Nearest Place of Safety**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** or **Our Assistance Provider** must be contacted prior to the **Transport** and **We** or **Our Assistance Provider** must pre-authorize the **Transport** for this Security Evacuation Benefit to be payable. Where a **Security Evacuation** becomes impractical because of hostile or dangerous conditions, **We** or **Our Assistance Provider** will make every effort to maintain contact with the **Insured**.

We or **Our Assistance Provider** will also arrange for, and pay on the **Insured's** behalf or reimburse the **Insured** a Security Evacuation Benefit, for the **Transport** and **Related Costs** (including hotel/lodging, meals and, if necessary, physical protection for the **Insured**; but excluding personal comfort and convenience items) of the **Insured**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, within 7 days of the **Insured's** extrication from a location in which he or she was traveling due to an **Imminent Physical Danger** back to the location in which the **Insured** was traveling, provided return is safe and permitted, or the **Insured's Primary Residence**.

Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the necessity of the extrication, the feasibility of the extrication and the appropriateness of the scheduling, as well as what mode of **Transportation**, special equipment and personnel are covered. The maximum amount **We** will pay for hotel/lodging and meals is \$250 per day, up to a maximum of five day(s). **We** will pay this Security Evacuation Benefit only one time per **Event**.

Eligible **Security Evacuation** expenses are for **Transportation** and **Related Costs** to the **Nearest Place of Safety** necessary to ensure the **Insured's** safety and well-being as determined by the **Designated Security Consultant**. Benefits will also be payable for **Transportation** and **Related Costs** within 14 days of the **Security Evacuation** to one of these locations as chosen by the **Insured**:

- a. back to the **Host Country** if return is safe and permitted;
- b. to the **Insured's Home Country**; or
- c. to the **Insured's** return **Destination**.

Security Evacuation Benefits will be payable for consulting services by **Designated Security Consultant** for seeking information on **Missing Person** or kidnapping cases if the **Insured** is deemed kidnapped or a **Missing Person** by local or international authorities. This benefit is subject to the Security Evacuation Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**. The **Assistance Provider** must make all arrangements and must authorize all expenses in advance of any benefit being payable. **We** are not responsible for the availability of **Transport** services. Where a **Security Evacuation** becomes impractical because of hostile or dangerous conditions, a **Designated Security Consultant** will endeavor to maintain contact with the **Insured** until a **Security Evacuation** becomes viable.

Specific Waiver of Liability for Security Evacuation Benefit:

If the **Insured** requests this benefit, the **Insured** understands that **We** and any affiliated party offering this benefit, do not accept any liability from the **Security Evacuation** situation, and the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** and all minors, dependents, relatives, and interested or disinterested parties agree to forever waive, any and all liability to **Us** or any **Security Evacuation**

team, company, entity, and volunteer, for **Injuries**, stress, death, disablement, **Sickness**, or any claim, reason, or cause whatsoever from any **Security Evacuation** used to attempt to reach the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured**, assist the person, or respond in any way to the **Insured's**, **Insured's Traveling Companion's**, or **Family Member's** traveling with the **Insured Security Evacuation**, regardless of whether the **Security Evacuation** was ever initiated, canceled, delayed, misdirected, or unable to locate, rescue, or stabilize the **Insured**, **Insured's Traveling Companion**, or **Family Member** traveling with the **Insured** If any part of this Waiver is held invalid, it does not invalidate the other parts or any other parties' waivers.

Definitions:

For purposes of this Section III. B. 2. Security Evacuation Benefit only, the following definitions apply:

Advisory means a formal recommendation by the **Appropriate Authorities** that the **Insured** or citizens of his/her **Home Country** or citizens of the **Host Country** leave the **Host Country**.

Appropriate Authority(ies) means the government authority(ies) in the **Insured's Home Country** or the government authority(ies) of the **Host Country**.

Designated Security Consultant means an employee of a security firm under contract to the **Assistance Provider** who is experienced in security and measures necessary to ensure the safety of the **Insured(s)** in his/her care.

Event means any of the following situations in which the **Insured** finds himself or herself while on a **Covered Trip**:

- a. expulsion from a location in which the **Insured** is traveling or being declared persona non-grata on the written authority of the recognized government of the location in which the **Insured** is traveling;
- b. political, social, or military events involving the location in which the **Insured** is traveling that result in the appropriate government authority(ies) of the **Insured's** location of **Primary Residence** or the location in which the **Insured** is traveling issuing a formal recommendation that citizens of the **Insured's** country of **Primary Residence** or the country in which the **Insured** is traveling leave the location in which the **Insured** is traveling;
- c. storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate government authority(ies) of the location in which the **Insured** is traveling and such area is deemed to be **Uninhabitable** or dangerous;
- d. confirmed (by documentation or physical evidence) attack or threat of attack against the **Insured's** health and safety by a third party; or
- e. deemed kidnapped or a **Missing Person** by local or international authorities and, when found, the **Insured's** health or safety are in question within 14 day(s) of his/her being found.

Exempted Country means any of the following countries: Afghanistan, Belarus, Central African Republic, Crimea of Ukraine, Cuba, Ethiopia, Haiti, Iran, Iraq, Israel, Libya, Mali, North Korea, Russian Federation, Somalia, South Sudan, Syria, Ukraine, Yemen. **We** further reserve **Our** rights to modify this list upon 30 day(s) notice to the **Insured**.

Home Country means the country of citizenship of the **Insured**. If the **Insured** has dual citizenship, for the purposes of this benefit, his/her **Home Country** is the country of the passport he or she used to enter the **Host Country**.

Host Country means any country, other than an **Exempted Country**, in which an **Insured** is traveling while covered under this plan.

Imminent Physical Danger means the **Insured** is subject to possible physical injury or sickness that could result in grave physical harm or death.

Missing Person means an **Insured** who disappeared for an unknown reason and whose disappearance was reported to the **Appropriate Authority(ies)**.

Nearest Place of Safety means a location determined by the **Designated Security Consultant** where: (i) the **Insured** can be presumed safe from the **Event** that precipitated the **Insured's Security Evacuation**; (ii) the **Insured** has access to **Transportation** to his/her **Home Country**; and (iii) the **Insured** has the availability of temporary lodging, if needed.

Related Costs means food, lodging and, if necessary, physical protection for the **Insured** during the **Transport** to the **Nearest Place of Safety**.

Security Evacuation means the extrication of an **Insured** from the **Host Country** due to an **Event** that results in the **Insured** being placed in **Imminent Physical Danger**.

Transport or **Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the **Insured's Common Carrier** tickets will be used.

Transport or **Transportation** means any land, sea or air conveyance required to transport the **Insured** during an emergency evacuation. **Transportation** includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

Right of Recovery of Security Evacuation Benefits

If, after a **Security Evacuation** is completed, it becomes clear that the **Insured** was an active participant in the events that led to an **Event**, **We** have the right to recover all **Transportation** and **Related Costs** from the **Insured**.

C. ACCIDENT PLAN

In the event of multiple covered benefits under this Accident Plan section of this **Policy**, **We** will pay one benefit, the benefit that offers the **Insured** the largest benefit.

1. ACCIDENTAL DEATH BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Death Benefit will take effect on the **Scheduled Date of Departure**.

If an **Insured** suffers a loss of life as a result of a **Covered Injury** while on a **Covered Trip**, **We** will pay the Accidental Death Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

2. ACCIDENTAL DISMEMBERMENT BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Dismemberment Benefit will take effect on the **Scheduled Date of Departure**.

If a **Covered Injury** to an **Insured** while on a **Covered Trip** results in any of the following **Covered Losses**, **Covered Losses of Use**, or **Plegia**, **We** will pay the percentage shown below. The **Covered Loss**, **Covered Losses of Use**, or **Plegia** must occur within 365 days of the **Covered Accident**.

The benefit amount is based on the Accidental Dismemberment Benefit Maximum Covered Amount per **Insured** shown in the **Schedule** for the person suffering the **Covered Loss**, **Covered Losses of Use**, or **Plegia**. If the **Insured** suffers more than one **Covered Loss**, **Covered Loss of Use**, or **Plegia** from one **Covered Accident**, **We** will pay only for the **Covered Loss**, **Covered Losses of Use**, or **Plegia** with the larger benefit.

The **Covered Loss** benefit is payable based on the following table.

Covered Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
Speech or Hearing	50%
One Hand; One Foot; or Sight of One Eye	50%
Thumb and Index Finger of the same Hand	25%
Hearing in One Ear	25%

A reduced benefit will be payable equal to 50% of the applicable Accidental Dismemberment Benefit for dismemberment where the dismembered body part is surgically reattached, provided all other provisions of this **Policy** are met. The balance of the applicable Accidental Dismemberment Benefit for such dismemberment will be paid if, after 365 days, the reattachment has failed to the extent that **Covered Loss of Use** then exists, provided all other provisions of this **Policy** are met.

The **Covered Loss of Use** benefit is payable based on the following table.

Covered Loss of Use of	Percentage of Maximum Amount
Four Limbs	100%
Three Limbs	100%
Two Limbs	75%
One Limb	50%

Covered Loss of Use must continue for 12 consecutive months and] be determined by **Our** competent medical authority.

The **Plegia** benefit is payable based on the following table.

Plegia of	Percentage of Maximum Amount
Quadriplegia (total paralysis of all four Limbs)	100%
Triplegia (total paralysis of three Limbs)	75%
Paraplegia (total paralysis of both lower Limbs)	75%
Hemiplegia (total paralysis of upper and lower Limbs on one side of the body)	75%
Uniplegia (total paralysis of one Limb)	50%

Plegia must continue for 12 consecutive months and be determined by **Our** competent medical authority.

Definitions:

For purposes of this Section III. C. 2. Accidental Dismemberment Benefit only, the following definitions apply:

Covered Loss means:

- a. for a foot or hand, actual severance through or above the ankle proximal to the knee or actual severance through or above a wrist joint proximal to the elbow;
- b. for thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits proximal to the wrist;
- c. total and permanent loss of sight;
- d. total and permanent loss of speech; or
- e. total and permanent loss of hearing.

Covered Loss of Use means total paralysis of a **Limb** or **Limbs**, that [has continued for 12 consecutive months and is determined by **Our** competent medical authority to be permanent, complete and irreversible.

Plegia means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one or more **Limbs**. Proof of total **Plegia** may be required by **Us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

B. MEDICAL PLAN

1. OUT OF COUNTRY TRAVEL MEDICAL EXPENSE BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Out of Country Travel Medical Expense Benefit will take effect on the **Scheduled Date of Departure**.

We will pay **Our** share of the **Usual and Customary** expenses incurred by the **Insured** for **Medically Necessary Covered Medical Services** resulting from a **Covered Injury** or **Sickness** while an **Insured** is outside his or her country of **Primary Residence** on a **Covered Trip** up to the Maximum Covered Amount shown in the **Schedule**. Coverage is provided in excess of the **Deductible** and subject to the **Co-Insurance** shown in the **Schedule** and subject to any Medical Expense Sublimit shown in the **Schedule**. The Medical Expense Benefit Sublimits are included within, and not in addition to, the Medical Expense Benefit Maximum Covered Amount shown in the **Schedule**.

Coverage is provided in excess of the **Deductible** shown in the **Schedule** provided that:

- a. the first treatment or service occurs within 30 days of the **Covered Injury** or **Sickness**; and
- b. the medical expenses are incurred within 26 weeks of the **Covered Injury** or **Sickness**.

Upon notification by the **Insured** to **Us** or **Our Assistance Provider** at 1-800-555-0870, of the need for medical treatment for benefits to be covered, **Our Assistance Provider**, in conjunction with the local attending **Physician**, shall coordinate the most suitable medical care including emergency evacuation or repatriation, if necessary. Notification for the need of medical treatment should be as soon as reasonably possibly.

Additional Out of Country Travel Medical Expense Benefits:

The following benefit is not in addition to, and included within, the Out of Country Travel Medical Expense Benefit Maximum Covered Amount shown in the **Schedule**.

Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit:

If while traveling outside of the **Insured's** country of **Primary Residence** on a **Covered Trip**, the **Insured** suffers a medical emergency, **We** or **Our Assistance Provider** will pay on the **Insured's** behalf or reimburse up to the Hospital Admission Guarantee Charge or Medical Expense Guarantee Charge Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, for actual expenses incurred for guarantee of payment to the **Hospital** or the medical provider.

Definitions:

For purposes of this Section III. D. 1. Out of Country Medical Expense Benefit only, the following definitions apply:

Covered Medical Services means any of the following services and expenses:

- a. **Hospital** room and board expenses: the daily room rate when an **Insured** is confined in a **Hospital** and general nursing care is provided and charged for by the **Hospital**. In computing the expenses payable under this benefit, the date of admission will be counted but not the date of discharge.
- b. **Hospital** Intensive Care Unit.
- c. Ancillary or miscellaneous inpatient **Hospital** expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when confined in a **Hospital**.
- d. Medical emergency care (room and supplies) expenses incurred within twenty-four (24) hours of a **Covered Injury** or **Sickness** and including the emergency room or attending **Physician's** charges, X-rays, laboratory procedures, use of the emergency room and supplies.
- e. Outpatient surgical room and supply expenses for use of the surgical facility (including ambulatory surgical facilities).

- f. Outpatient diagnostic X-rays, laboratory procedures and tests.
- g. **Physician** non-surgical treatment/examination expenses (excluding medicines) including the **Physician's** initial visit, each necessary follow-up visit and consultation visits when referred by the attending **Physician**.
- h. **Physician's** surgical expenses;
- i. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a **Physician's** surgical procedure whether on an inpatient or outpatient basis. The **Physician's** surgical procedure(s) must be the result of a **Covered Injury**.
- j. Assistant **Physician** expenses.
- k. The services of a Registered Nurse (the nurse cannot be a member of the **Insured's Immediate Family**).
- l. Physiotherapy expenses on an inpatient or outpatient basis limited to one (1) visit per day to a maximum of sixty (60) visits. Expenses include treatment and office visits connected with such treatment when prescribed by a **Physician**, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy and/or occupational therapy.
- m. Non-emergency inpatient and outpatient X-ray expenses (including reading charges) but not for dental X-rays unless **Medically Necessary** to evaluate a **Covered Injury**.
- n. Radiological procedures including: cardiac imaging and nuclear medicine and molecular imaging related to a **Covered Injury** and prescribed by a **Physician**.
- o. Diagnostic imaging expenses including Magnetic Resonance Imaging (MRI) and Computed Axial Tomography (CAT) Scan related to a **Covered Injury** and prescribed by a **Physician**.
- p. Ambulance expenses for transportation from the emergency site to the **Hospital** (excluding air ambulance).
- q. Rehabilitative **Limb** braces, wheelchairs and other medical equipment or appliances prescribed by a **Physician** and related to the **Covered Injury**. It must be durable medical equipment that:
 - (1) is primarily and customarily used to serve a medical purpose;
 - (2) can withstand repeated use; and
 - (3) generally is not useful to a person in the absence of a **Covered Injury**.

No benefits will be paid for rental charges in excess of the purchase price.

We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
- r. Eyeglasses, contact lenses or hearing aids damaged or destroyed as a result of a **Covered Injury** and prescribed by a **Physician**.
- s. Prescription drug expenses for **Covered Injuries**, prescribed by a **Physician** and administered on an outpatient basis.
- t. Expenses for blood, blood transfusions and oxygen (including delivery of tanks and equipment and its administration).
- u. Emergency dental treatment for teeth including dental implants, gums or structures directly supporting the teeth performed as a result of a **Covered Injury**.
- v. Treatment resulting from **Complications of Pregnancy**.

Custodial Services means medical and non-medical care, including services which are:

- a. related to watching or protecting the **Insured** if as a result of a **Covered Injury** they are deemed by a **Physician** to require daily preventative care for a period of one (1) to ninety (90) days;
- b. related to performing, or assisting the **Insured** in performing any activities of daily living such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can be either self-administered or require medical assistance;
- c. performed by trained or skilled medical personnel; and which, in the absence of inpatient **Hospital** care,

would otherwise be required.

Medically Necessary means a medical service or treatment:

- a. is essential for the diagnosis, treatment or care of the **Covered Injury** or **Sickness** for which it is prescribed or performed;
- b. meets generally accepted standards of medical practice; and
- c. is ordered by a licensed medical provider acting within the scope of his or her practice.

Mental and Nervous Disorders means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

Any amount payable under the Out of Country Travel Medical Expense Benefit will be reduced by any amounts paid or payable under this Hospital Admission and Medical Expense Charge Benefit.

SECTION IV – GENERAL DEFINITIONS

Bold terms within this **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

Accident or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

Accommodation means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are secured.

Actual Cash Value means the lesser of an item's original purchase price less depreciation or the replacement cost of such item or an item of similar characteristic and quality.

Administrator means Travelex Insurance Services, Inc.

Adverse Weather Conditions means any severe weather conditions which prevents the **Insured** from reaching his/her **Destination** or delay the scheduled arrival and/or departure of a **Common Carrier**.

Application means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

Assistance Provider means Zurich Travel Assist or the travel assistance provider approved or designated by **Us**.

Baggage means luggage, personal possessions, and travel documents taken by the **Insured** on the **Covered Trip**.

Bankruptcy means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under the United States Bankruptcy Code.

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

Common Carrier means any regularly scheduled land, water, or air conveyance operated under a license for the transportation of passengers for hire not including taxicabs or rented, leased or privately owned motor vehicles.

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy

that occurs during a period of gestation in which a viable birth is not possible. **Complications of Pregnancy** do not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

Covered Accident means an **Accident** that results in a **Covered Loss**.

Covered Injury means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

Covered Loss means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

Covered Trip

a. means:

- (i) a period of round-trip travel away from **Home** to a **Destination** at least 100 miles from the **Insured's Primary Residence**; the purpose of the trip is business or pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an **Insured** applies; and the number of days shown in the Declarations, or
- (ii) a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when coverage is elected; and the number of days shown in the Declarations.

Deductible means the amount shown in the **Schedule** for which an **Insured** is responsible, and such amount will be deducted from any payment made by **Us** for a **Covered Loss**. The **Deductible** equals the amount shown in the **Schedule** for each **Insured** for each **Covered Trip**.

Destination means any place where the **Insured** expects to travel to on his/her **Covered Trip**.

Dentist means someone who is licensed and legally entitled to practice dentistry or dental surgery who is not the **Insured**, a **Traveling Companion**, any member of the **Insured's** immediate family, or any member of the **Sick** or **Injured** person's immediate family.

Domestic Partner means a person who qualifies as a **Domestic Partner** under the law of the state of residence or who meets the following requirements:

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC).

Family Member means the **Insured's** or the **Insured's Traveling Companion's Spouse**, ex-**Spouse**, **Fiancé**, **Fiancé's** child, child, **Spouse's** child, **Caregiver**, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, foster child, or ward.

Felonious Assault means an act of violence against the **Insured**, a **Traveling Companion**, or a **Family Member** that requires medical treatment in a **Hospital**. The act may not be inflicted by the **Insured**, a **Traveling Companion**, or a **Family Member** of either the **Insured** or the **Insured's Traveling Companion**.

Fiancé means a person who has documented proof indicating the intent to enter into a legal marriage with the **Insured** at the time of the effective date of the applicable coverage under this **Policy**.

Financial Insolvency means total cessation or complete suspension of operations due to insolvency, with or without the

filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Home means the **Insured's Primary** or secondary **Residence**.

Hospital means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

Hospital does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

Hospitalized or Hospitalization means admitted to a **Hospital**.

Hospital Admission Guarantee Charge means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured's** admission to that **Hospital**.

Inaccessible means an **Insured** cannot reach his/her **Destination** by original mode of transportation.

Injured, Injury or Injuries means a bodily injury or injuries and is not limited to accidental bodily injuries.

Insured means any person who is covered under this **Policy**, and who has arranged to take a **Covered Trip**, and who has completed and submitted the **Application** and who has paid the required premium, and who is a citizen or resident of the United States of America.

Key Person means an employed **Caregiver** of a legal dependent.

Limb means an arm or a leg.

Medical Expense Guarantee Charge means any charge or expense made by a medical provider other than a **Hospital** prior to and as a condition of **Insured** being provided with the medical service or treatment by that provider.

Natural Disaster means flood, hurricane, tornado, earthquake, volcano, wildfires, or blizzard that renders the **Insured's Common Carrier** unable to provide a travel service due to a shutdown of all local airports for a duration of greater than 6 hours.

Normal Pregnancy means a pregnancy that is not considered a **Complication of Pregnancy**.

Pandemic means an **Epidemic** over a wide geographic area that affects a large portion of the population.

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

Payments and Deposits mean the prepaid non-refundable amounts actually paid for the **Insured's Covered Trip**. The amount includes incurred change fees and administrative fees. **Payments and Deposits** or portions of **Payments and Deposits** satisfied by non-paid vouchers, non-paid certificates or discounts are not considered **Payments and Deposits** under this **Policy**. Payments for cultural, religious, wedding event planning services are not **Payments and Deposits**.

Personal Effects means items such as clothing and toiletry items that are included in the **Insured's Baggage** and are required for the **Insured's Covered Trip**.

Physician means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

Policy means this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

Pre-Existing Condition³ means a sickness, disease, or other condition during the 180 day⁴ period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

- a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
- b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that 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 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

Primary Residence means an **Insured's** fixed, permanent and main home for legal and tax purposes.

Quarantine means the **Insured** is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the **Insured** either having, or being suspected of having, a contagious disease, infection or contamination while the **Insured** is traveling. An embargo preventing the **Insured** from entering a country is not a **Quarantine**.

Schedule means the schedule in SECTION I – SCHEDULE OF BENEFITS.

³ IL: **Pre-Existing Condition** means a condition for which an **Insured** receives any diagnosis, medical advice or treatment or had taken any prescription medicines during the six (6) months immediately preceding the **Covered Loss**.

⁴ FL, ID: 30 days prior to date premium received CT, MN: 90 days prior to date premium received IN: 90 days prior to effective date IL: 6 months prior to covered loss MI: After policy has been in force for 6 months, lookback period is satisfied MT: 6 months prior to enrollment date NH: pre-existing conditions exclusions not applicable NY: For those 65+, if in effect for 6 months, pre-existing lookback period is considered met for Out of Country Medical and Dental Benefits.

Scheduled Date of Departure means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Scheduled Date of Return means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

Scheduled Trip Departure City means the city from which the **Insured** is originally scheduled to depart on the **Covered Trip**.

Sickness or **Sick** means a sickness, illness or disease, that impairs the normal functions of the body and that requires examination and treatment by a **Physician**.

Spouse means the **Insured's** legally married spouse.

Strike means a stoppage of work that: (i) is an unannounced labor disagreement, and (ii) interferes with the normal departure and arrival of a **Common Carrier**. A **Strike** is foreseeable on the date labor union members vote to approve a **Strike**.

Travel Supplier means the tour operator, hotel, rental company, cruise line or airline, and similar companies that provides prepaid travel arrangements for the **Insured's Covered Trip**.

Traveling Companion means a person accompanying the **Insured** on the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

Trip Cost means the dollar amount of **Covered Trip Payments and Deposits** paid by the **Insured** prior the **Schedule Date of Departure** and shown on any required **Application**, that is subject to cancellation penalties or restrictions. **Trip Cost** also includes the cost of any subsequent arrangement added to the **Insured's Covered Trip**, after application for coverage under this plan, provided the **Insured** amends the **Application** to add such subsequent **Payments and Deposits** and pays any required additional plan cost prior to the **Scheduled Date of Departure**.

Uninhabitable means not suitable for human occupancy in accordance with local public health or safety guidelines.

Usual and Customary means the common charge made by other health care providers in the same locality for the treatment furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **We** or **Our Assistance Provider** will determine the amount based upon:

- a. the complexity involved;
- b. the degree of professional skill required; and
- c. any other pertinent factor.

We or **Our Assistance Provider** will make the final determination of what is **Usual and Customary** based on all the circumstances.

We, Us, and Our means Zurich American Insurance Company.

SECTION V – GENERAL EXCLUSIONS

Notwithstanding any other term, condition or provision under this **Policy**, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

We will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member** or **Traveling Companion** or **Business Partner** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO);⁵
- b. mental, nervous, or psychological disorders. This exclusion does not apply to the Out of Country Medical Expense Benefit⁶
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;⁷
- d. **Normal Pregnancy** including **Hospitalization**, and resulting childbirth, and elective abortion.⁸
- e. participation as a professional in athletics while on a **Covered Trip**;⁹
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;⁸
- g. riding or driving in any motor competition;⁸
- h. off-road driving, whether as a driver or as a passenger;⁹
- i. declared or undeclared war, or any act of war;
- j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;
- k. service in the armed forces of any country;
- l. nuclear reaction, radiation or radioactive contamination;¹⁰
- m. operating or learning to operate any aircraft, as pilot or crew;⁹
- n. mountain climbing, bungee jumping, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports^{9 11}
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes.⁹
- p. participating in underwater activities if the depth of the water exceeds 75 feet or more or scuba diving if the depth of the water exceeds 75 feet or more⁹
- q. the **Insured's** commission of or attempt to commit a felony;
- r. elective medical or holistic treatment or procedures;
- s. failure of any tour operator, **Common Carrier**, other travel supplier, person or agency to provide the bargained-for travel arrangements/services;
- t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;
- u. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the

⁵ CT: applicable to Insured only. MI, MT: deleted.

⁶ VT: deleted.

⁷ MI, NV, VT: deleted

⁸ IN, MT, VT: deleted. KS: deleted except for abortion

⁹ IL: deleted

¹⁰ CT, IL, VT: deleted

¹¹ NY: Add snowboarding and backcountry snowmobiling

effective date of the applicable coverage under this **Policy**;

- v. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

We will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment;
- d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the on date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusion applies to the Accidental Death Benefit and Accidental Dismemberment Benefit:

- a. **We** will not pay for loss caused by or resulting from sickness of any kind.

The following additional exclusion applies to the Post-Departure Trip Interruption Benefit, and Travel Delay Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom.

The following additional exclusion applies to the Emergency Evacuation and Repatriation Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom. This Exclusion does not apply to the following benefits under the Covered Expenses shown in the Emergency Evacuation and Repatriation Benefit: (i) item a. (emergency evacuation); (ii) item b. (non-emergency medical evacuation); or item f. (return of remains).

The following additional exclusion applies to the Post-Departure Trip Interruption Benefit:

- a. **We** will not pay for any loss under this **Policy**, caused by, or resulting from being unable to assume the scheduled tenancy in a booked **Accommodation** due to the **Accommodation** being made **Uninhabitable or Inaccessible** other than mandatory evacuation orders or public official evacuation advisements.

The following additional exclusions apply to the Baggage and Personal Effects Benefit:

- a. **We** will not pay for damage to or loss of the following items:
 - (1) animals;
 - (2) property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles, or if the loss results from the use thereof, sporting equipment;
 - (3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances;
 - (4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;
 - (5) documents or tickets, except for administrative fees required to reissue tickets up to \$250 per ticket;

- (6) money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards, except as otherwise specifically included elsewhere in this **Policy**;
 - (7) property shipped as freight or shipped prior to the **Scheduled Date of Departure**;
 - (8) contraband.
- b. **We** will not pay for loss to **Baggage** and **Personal Effects** arising from:
- (1) defective materials or craftsmanship;
 - (2) normal wear and tear, gradual deterioration, inherent vice;
 - (3) rodents, animals, insects or vermin;
 - (4) electrical current, including electric arcing that damages or destroys electrical devices or appliances;
 - (5) mysterious disappearance; or
 - (6) confiscation by airport personnel.

The following additional exclusions apply to the Security Evacuation Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
- (1) the **Insured** has violated the laws or regulations of the location of his/her **Primary Residence** unless the **Designated Security Consultant** determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of the **Insured** or the location in which he or she is traveling while on a **Covered Trip**;
 - (2) the **Insured** fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the location in which he or she is traveling while on a **Covered Trip**;
 - (3) the expenses incurred are solely due to the repossession of this **Policy Insured's** property by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of this **Policy Insured**;
 - (4) the expenses incurred are solely due to this **Policy Insured** failing to honor any contractual obligation, bond or specific performance condition in a license;
 - (5) the **Insured** is a citizen of the country in which he or she is traveling while on a **Covered Trip**;
 - (6) the conditions leading to the **Insured's** departure were in existence prior to the **Insured** entering the location in which he or she was traveling while on a **Covered Trip** or such conditions were reasonably foreseeable prior to the **Insured** entering the location in which he or she was traveling while on a **Covered Trip**;
 - (7) the expenses incurred are solely due to an **Event** that took place in an **Exempted Country**;
 - (8) the expenses incurred are solely due to a common or endemic disease, **Epidemic**, or **Pandemic**;
 - (9) the expenses incurred are for monies payable in the form of a ransom if a **Missing Person** case evolves into a kidnapping; or for consulting services seeking information on **Missing Person** or kidnapping cases; or
 - (10) the expenses incurred are due to military or political issues and the **Insured's Security Evacuation** request is made more than 30 days after the **Appropriate Authority(ies) Advisory** was issued.

The following additional exclusions apply to the Out of Country Medical Expense Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
- (1) **Hospital** treatment unless the **Insured** has notified **Us** or **Our Assistance Provider** in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified **Us** or **Our Assistance Provider** within twenty-four (24) hours, or as soon as reasonably possible, of said admission;
 - (2) non-emergency medical expenses;
 - (3) any medical expenses incurred by the **Insured** after the date that **We** or **Our Assistance Provider**, based on the advice of a **Physician**, had recommended the repatriation of the **Insured** to his or her country of **Primary Residence** in excess of the amount that would have been incurred for the repatriation;
 - (4) any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;
 - (5) medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;
 - (6) medical expenses resulting from **Normal Pregnancy**, child birth, or elective abortion or medical expenses relating to travel while in the third trimester of pregnancy, unless such expenses are incurred as a result of an emergency;
 - (7) medical expenses with respect to a **Pre-existing Condition** in excess of the **Co-Insurance** and the Pre-Existing Conditions Maximum Covered Amount shown in the **Schedule**;
 - (8) medical expenses resulting from a **Covered Injury** due the **Insured's** participation in an organized, interscholastic or intercollegiate sport in excess of the **Co-Insurance** and Out of Country Travel Medical Expense Benefit Maximum Covered Amount shown in the **Schedule**;
 - (9) a **Covered Injury** or **Sickness** for which the **Insured** is entitled to benefits under Workers Compensation, Employer Liability, or similar law;
 - (10) expenses which are more than the **Usual and Customary** level of payment;
 - (11) expenses for travel against the advice of a **Physician**;
 - (12) medical expenses incurred within the **Insured's** country of **Primary Residence**;
 - (13) medical expenses incurred for which the **Insured** is not legally obligated to pay;
 - (14) medical expenses incurred for treatment by the **Insured's Family Member** or household;
 - (15) Expenses incurred for eye examinations, contact lenses or the fitting, repair or replacement of these items unless **Medically Necessary** for the treatment of the **Covered Injury** or **Sickness**;
 - (16) medical expenses incurred for dental care, treatment including dental implants, repair or replacement of sound natural teeth unless **Medically Necessary** for the treatment of the **Covered Injury** or **Sickness**;
 - (17) Routine physical examinations and related medical services, elective treatment or surgery, or experimental or investigative treatments or procedures;
 - (18) cosmetic surgery, other than reconstructive surgery when necessary due to an **Injury** as a result of a **Covered Injury** while coverage is in effect;
 - (19) medical expenses resulting from parasailing, bungee jumping, heli-skiing, scuba diving or any other extra-hazardous activity;
 - (20) medical expenses resulting from being intoxicated while operating a motor vehicle.
 - a. An **Insured** will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be intoxicated, if operating a motor vehicle.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar

items will be considered proof of the **Insured's** intoxication.

- (21) medical expenses resulting from release, whether or not **Accidental**, or by any person unlawfully or intentionally, of nuclear energy or radiation;
- (22) medical expenses resulting from alcoholism or drug addiction;
- (23) expenses for personal comfort or convenience items, including but not limited to telephone charges, television rental, or guest meals;
- (24) medical expenses resulting from fighting or brawling except in self-defense;
- (25) Expenses for **Custodial Services** or services provided by a private duty nurse unless such expenses are incurred as a result of a **Covered Injury** or **Sickness**, as prescribed by a **Physician**;
- (26) Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the **Covered Injury** or **Sickness** has caused further impairment of the underlying bodily condition;
- (27) Treatment involving conditions caused by repetitive motion **Injuries** or cumulative trauma and not as a direct result of a **Covered Injury**;
- (28) Treatment for osteochondritis due to overuse and occurring during periods of rapid growth, including Osgood-Schlatter Disease;
- (29) medical expenses resulting from participating in any of the following activities if not specifically authorized, sponsored and supervised by EF Tours: rugby; cave diving; motorcycling; rock climbing; ice climbing; mountain climbing; horse riding; base jumping; gymnastics; bull riding; hockey; football; street lugging; heli-skiing; surfing; bungee jumping; **Parachuting**; skydiving; parasailing; hang-gliding; caving or spelunking; scuba diving; professional or semi-professional sports; extreme sports; hot-air ballooning; sail gliding; para-kiting; parkour; racing including stunt show or speed test of any motorized or non-motorized vehicle; rodeo.
- (30) Expenses incurred while the **Insured** is temporarily visiting their **Home Country**, unless otherwise covered under this **Policy**.

SECTION VI – GENERAL LIMITATIONS

LIMITATION ON MULTIPLE COVERED POLICIES: If an **Insured** can recover benefits under more than one travel or accident policy written by **Us**, **We** will pay under only one policy, this **Policy** that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

SECTION VII – PREMIUMS

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

SECTION VIII - HOW TO FILE A CLAIM

- A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-800-501-4781 or support@zurichtravelclaims.com. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Zurich Travel Claims Administrator
P.O. Box 1019
Youngwood, PA 15697
Telephone: 1-800-501-4781

- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.
- D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III – Benefits.

SECTION IX - PAYMENT OF CLAIMS

- A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. WHO **WE** WILL PAY:
 - 1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
 - 2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured** first listed on the Declarations. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
 - 3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. This **Insured** will not be considered the beneficiary under this **Policy** if payment is made to the **Insured** in accordance with this provision.
 - 4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

SECTION X - GENERAL POLICY CONDITIONS

- A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.

- B. **CHANGE OR WAIVER:** A change or waiver of any term or condition of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. **CLERICAL ERROR:** A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. **CONFORMITY WITH STATUTE:** Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. **ENTIRE CONTRACT:** This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. **SUIT AGAINST US:** No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. **PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. **ARBITRATION:** Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- I. **MISSTATEMENT OF AGE:** If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.
- J. **SUBROGATION:** **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- K. **VALUATION:** All premiums, limits, **Deductibles**, and other amounts under this **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this **Policy** is stated in a currency other than United States dollars, payment under this **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- L. **HEADINGS:** The titles and headings to the various sections, subsections and endorsements of this **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

TRAVEL ASSISTANCE SERVICES (Provided by Zurich Travel Assist)

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll-free number.

Within USA & Canada: 800.555.0870

Outside USA & Canada: 416.977.1803

Your Plan Number: 369ZPD-0126

MEDICAL SERVICES

- **Medical Assistance** – Our multilingual team operates within a best-practice framework that places your health and wellbeing at the heart of our decision-making. Our care includes 24/7 emergency assistance and medical case management and extends to vaccination support, medical assessments, counselling, and mobile telemedicine. We also provide information on local medical facilities, clinics, and other service providers.
- **Medical Consultation and Monitoring** – If you become seriously ill or injured, we will provide medical monitoring of your condition. All medical cases are reviewed by our medical case management team at inception of the claim. All cases are risk rated for visibility and determine the number of contacts made to the treating physician and to you and your family. Medical monitoring is performed to ensure the appropriate level of care is provided and to determine the next steps within a case (i.e. if repatriation or evacuation is required).
- **Medical Evacuation** – If you require medical attention of an emergency nature that is not available locally and determined to be medically necessary, you may be transported to a qualified facility capable of stabilizing and/or treating your medical needs. Zurich Travel Assist will make arrangements for ground/air transportation and accompanying medical care as needed.
- **Emergency Medical Payments** – In order to avoid out-of-pocket expenses, Zurich Travel Assist will deal directly with the facility to arrange for the bills to be sent to the appropriate insurance carrier. If treatment or discharge is being denied without a deposit, Zurich Travel Assist can arrange for the deposit by debiting a credit card or receiving a bank wire from either the eligible insured person or other party when payability is not yet established.
- **Prescription Assistance** – Zurich Travel Assist will arrange the replacement of medications that are lost, stolen, or spoiled during a Covered Trip, either locally or by special courier
- **Dependent Transportation & Family Visits** – Depending on the coverage provided in the travel plan, Zurich Travel Assist will arrange for the return home and escort expenses of a minor (age 18 or younger) if s/he is left unattended on a Covered Trip due to hospitalization or death of the accompanying adult. If the travel plan provides the coverage, Zurich Travel Assist will arrange transportation for a person the Insured chooses to visit him/her if the Insured is traveling alone and hospitalized 7 days or more.
- **Repatriation of Remains** – If the need arises in the event of death, we liaise with our panel of vetted providers, to arrange transport burial and cremations, or the careful return of mortal remains.

While the assistance company strives to provide help and advice for unfortunate situations encountered by travelers, immediate resolution may not be possible due to the availability and circumstances beyond their control. The assistance company will make every reasonable effort to refer you to an appropriate medical and legal provider. Neither the Company, assistance company nor Travelex Insurance Services may be held responsible for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive medical treatment.