



Individual Travel Insurance Policy

FOR SERVICE, VISIT OR CALL:

www.accessamerica.com
1-800-284-8300

FOR EMERGENCY ASSISTANCE DURING YOUR TRIP CALL:

1-800-654-1908
(From U.S.)

1-804-281-5700
(Collect)



Don't forget to take this document with you!

Access America branded plans are underwritten by BCS Insurance Company, and administered by World Access Service Corp., a company of Mondial Assistance.

INSURING CLAUSE

BCS Insurance Company, herein referred to as the Company, will pay You the insurance benefits described in this Policy. The travel assistance programs are provided by Access America and are also described herein. This Policy and attached Riders, if any, are issued in consideration of the statements in the application form and the payment of the initial premium. Please refer to the accompanying Letter of Confirmation. It provides You with specific information about the program You purchased. Please contact Access America immediately if You believe that the Letter of Confirmation is incorrect.

*Indicates insurance coverage provided under this Policy and underwritten by BCS Insurance Company.

RENEWAL CONDITIONS

This Policy is issued for a single term as stated on the Letter of Confirmation and is non-renewable.

SATISFACTION GUARANTEE

Within 10 days of purchasing the program, Access America will process a full refund of premium to You, as long as You have not already departed on Your Trip or filed a claim. No refunds shall be paid to You after 10 days of purchasing the program.

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This Policy is a legal contract. The entire contract is made up of the Policy and any Riders attached to it.

PROGRAM FEATURES

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Signed for BCS Insurance Company, 2 MidAmerica Plaza, Suite 200, Oakbrook Terrace, IL 60181.

TRAVEL INSURANCE AND ASSISTANCE SERVICES

Part I. EFFECTIVE DATE

Insurance shall be effective at 12:01 A.M. on the date the scheduled Trip begins. Trip Cancellation coverage, if purchased, begins the day after Your application is postmarked, Your telephone order is placed, Your faxed order is received, or Your web order is received and Your application is accepted.

In no event will coverage be effective if all premiums due have not been received prior to the Scheduled Departure Date or prior to the Trip Cancellation date if You cancel Your Trip or it is canceled for any reason.

Part II. TERMINATION DATE

Coverage ends at midnight on the date of return selected, or upon return to Your city of residence or when the Trip is canceled, whichever is earliest. If return is delayed for any covered reason, coverage is extended until You are able to return to Your city of residence. The day You depart and the day You return are counted and included as separate days when determining duration of coverage.

Part III. FAMILY COVERAGE

If Family Coverage is purchased, as reflected on Your application, the Family Members eligible for coverage hereunder are those defined as Traveling Family Members.

Part IV. GENERAL PROGRAM EXCLUSIONS

Inland Marine benefits are considered to be Baggage Coverage, Baggage Delay Coverage, Travel Delay Coverage and Missed Connection Coverage.

Accident and Health benefits are considered to be Trip Cancellation and Interruption Benefits and Emergency Medical and Dental Benefits.

These exclusions apply to the program benefits and services indicated. In addition to any exclusions that apply to a particular benefit, no coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

For all Inland Marine benefits:

1. Intentionally self-inflicted harm, suicide or attempted suicide, by You, a Traveling Companion or a Family Member;
2. Normal Pregnancy (unless as specifically covered herein), fertility treatments, Childbirth or elective abortion, other than unforeseen complications of

- pregnancy, of You, a Traveling Companion or a Family Member;
3. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto, of You, a Traveling Companion or a Family Member;
 4. Alcohol or substance abuse or use; or conditions or physical complications related thereto, of You, a Traveling Companion or a Family Member;
 5. War (whether declared or undeclared), acts of war, military duty (unless as covered herein), civil disorder, or unrest (except as provided for in Travel Delay);
 6. Participation in professional or amateur sport events (including training);
 7. All extreme, high risk sports including but not limited to: bodily contact sports; skydiving; hang gliding, bungee jumping, parachuting; mountain climbing or any other high altitude activities, caving, heli-skiing, extreme skiing, or any skiing outside marked trails;
 8. Scuba diving (unless accompanied by a dive master and not deeper than 130 feet);
 9. Operating or learning to operate any aircraft as pilot or crew;
 10. Nuclear reaction, radiation or radioactive contamination;
 11. Natural disasters (unless as specifically covered below);
 12. Epidemic;
 13. Pollution or threat of pollutant release;
 14. Any unlawful acts committed by You, Family Members, or Traveling Companions, whether they are insured or not; or
 15. Any expected or reasonably foreseeable events.

For all Accident and Health benefits:

1. Intentionally self-inflicted harm, suicide or attempted suicide, by You, a Traveling Companion or a Family Member;
2. Pregnancy (unless as specifically covered herein), other than unforeseen complications of pregnancy, of You, a Traveling Companion or a Family Member;
3. Mental or emotional disorders, or physical complications related thereto, of You, a Traveling Companion or a Family Member;
4. Alcoholism or drug addiction, intoxication or under the influence of any narcotic unless administered on the advice of a Physician or physical complications related thereto, of You, a Traveling Companion or a Family Member;

5. War (whether declared or undeclared), acts of war, participation in a riot or insurrection (except as provided for in the Travel Delay benefit); or service in the Armed Forces or units auxiliary thereto (except as covered herein);
6. Aviation, other than as a fare-paying passenger on a scheduled or charter flight, operated by a scheduled airline;
7. Participating in a felony or to which a contributing cause of the loss was a person being engaged in an illegal occupation. This includes You, Family Members, or Traveling Companions, whether they are insured or not; or
8. Financial Default of a travel supplier (unless specifically covered below).

None of these programs cover You:

1. If the purpose of the travel is to receive medical care, medication or treatment;
2. If the stated Trip departure and return dates do not reflect Your intended departure and return dates;
3. If the tickets do not indicate the travel dates;
4. If You give incorrect data or facts; or
5. If the loss is not submitted to Us within 90 days from the date of loss, except as otherwise prohibited by law, subject to the provision entitled Proof of Loss in this Policy.

Maximum Limit of Liability:

All limits are applied per Trip. The Company's maximum limit of liability resulting from same occurrence will be \$10,000,000 under all of Our programs. If loss for all insureds for such an occurrence exceeds \$10,000,000, We will pay each insured that portion of the benefits stated which \$10,000,000 bears to the total loss of all persons the Company insures under all travel and flight insurance in force, under all of Our programs. The Company will pay no more than \$500,000 per occurrence, under Our programs, to or on account of any person insured under Our programs.

PRE-EXISTING CONDITIONS EXCLUSION

This exclusion applies to Trip Cancellation and Interruption Protection, Emergency Medical and Dental Benefits, and to those Travel Assistance Services related to medical problems.

The program does not cover losses or expenses if they result from a Pre-existing Condition.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be

Your Trip Cancellation Insurance effective date, if Trip Cancellation Insurance is purchased. If no Trip Cancellation Insurance is purchased, it will be Your Trip departure date.

If You have purchased a program where Pre-existing Conditions are waived, the Company and We cover these Pre-existing Conditions provided:

1. The insurance was purchased within fourteen calendar days of initial Trip payment;
2. The amount of Trip Cancellation coverage originally purchased equals the full cost of all non-refundable Trip arrangements;
3. On the date of purchase of insurance, You were medically able to travel and You had not filed a claim for Trip Cancellation due to a pre-existing illness within 120 days prior to the purchase of insurance;
4. The total Trip cost is less than \$20,000; and
5. On the date of purchase of insurance, You are a resident of the United States.

If You do not meet the above criteria, You may still be covered for Trip Cancellation or Trip Interruption caused by reasons other than those related to the Pre-existing Condition.

Part V. DESCRIPTION OF TRAVEL INSURANCE BENEFITS (what is covered)

The following insurance benefits are designed to protect You against situations or losses that result from sudden and unexpected conditions or events. **The benefits do not cover conditions or events that, on the date of purchase, are either known to You or likely to occur. Please be aware that this stipulation may be applied to policies purchased with the Pre-existing Conditions Exclusion Waiver.** The Company and We reserve the right to reject applications.

TRIP CANCELLATION AND INTERRUPTION PROTECTION*

Trip Cancellation coverage provides benefits for loss(es) You incur for Trips cancelled up to the time and date of departure. Trip Interruption coverage provides benefits for loss(es) You incur for Trips that are interrupted or delayed after the time and date of departure.

For all of the covered reasons outlined below, You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours of the occurrence, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.

A maximum benefit of up to the amount indicated on Your Letter of Confirmation is provided to cover certain expenses as listed below which result from the cancellation or interruption of Your Trip due to:

1. Any serious Injury or any unforeseen serious medical condition;
 - a. Occurring to You or a Traveling Companion, which is so disabling as to cause a reasonable person to delay, cancel, or interrupt their Trip;
 - b. Occurring to a Family Member that is considered life threatening or requiring hospitalization; or
 - c. Occurring to a Family Member requiring Your care.

For Trip Cancellation benefits, an actual examination by a Physician must take place within 72 hours of the cancellation. For Trip Interruption benefits, this examination must take place during Your Trip. The Physician may not be a member of Your or Your Traveling Companion's immediate family or yourself, or an Immediate Family Member of the person whose condition caused the cancellation or interruption.

2. Your death, the death of a Family Member or a Traveling Companion if the death occurs prior to Your Scheduled Departure Date, or during Your Trip.
3. Financial Default of a tour operator, airline or cruise line provided that:
 - a. On the Policy effective date, the tour operator, airline or cruise line was approved for the Financial Default coverage by the Company. For a current list of approved suppliers refer to **www.accessamerica.com**, or call **1-800-284-8300**; and;
 - b. The insurance was purchased within 14 calendar days of the initial Trip deposit or payment.

The Company will not cover losses resulting from a Financial Default of the person, organization, agency or tour operator, or their affiliate companies, that solicited this coverage, and/or Your insured travel arrangements to You. Financial Default occurring on or before the Policy effective date or less than 7 days after the Policy date is not covered. The Company reserves the right to substitute a Trip of similar value in lieu of cash payment.

4. Strikes, natural disasters, bad weather or FAA mandated shutdown resulting in the complete cessation of services by the airline, the tour operator or the cruise line for at least 24 consecutive hours. The Company will not cover losses resulting from strikes of the person, organization, agency or tour operator, or their affiliate companies, that solicited this coverage and /or Your insured travel arrangements to You.

5. You or a Traveling Companion being hijacked or quarantined.
6. You being required to serve on a jury, served with a court order or subpoena.
7. Your Primary Residence or Your Trip destination being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
8. You or a Traveling Companion being directly involved in a traffic Accident while directly en route to a departure.
9. A terrorist act committed by an organized terrorist group (recognized as such by the U.S. State Department) that results in property damage, Injury or loss of life. The incident must take place in a domestic or foreign city in which You are scheduled to arrive within 30 days following the incident and Your tour operator (if applicable) must not have offered a substitute itinerary. **For foreign terrorism coverage only, coverage for travel to or through countries in which such a documented or reported incident has occurred during the 30 days prior to purchase of insurance is excluded. Losses resulting due to the issuance of travel advisories, bulletin or alerts; war or acts thereof; civil disorder, riot or unrest; bomb scares or threats of terrorist activity; or terrorist acts against any Common Carrier (e.g., airline or cruise line) are not covered.**
10. You or a Traveling Companion, who are on Active Military Duty in the United States Armed Forces:
 - a. having Your personal leave revoked within 10 days prior to Your departure date (as long as such revocation is in writing by a superior officer and is not due to war-related situations, invocation of the War Powers Act, base or unit mobilization, unit reassignment for any reason, or disciplinary action); or
 - b. are personally reassigned within 10 days prior to Your departure date, whether temporary or permanent.
11. You or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to Your departure date. A Felonious Assault may not be inflicted by You, a Family Member, Traveling Companion or Traveling Companion's Family Member.
12. You or a Traveling Companion, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of Your own, after Your effective date of coverage.

13. Your family or friends living abroad with whom You were planning to stay, are unable to accommodate You due to life threatening illness, life threatening Injury or death of one of them.

14. A covered Travel Delay that results in the loss of more than 50% of Your scheduled Trip length.
15. You or a Traveling Companion become legally separated or divorced after the purchase of insurance and prior to the departure date, provided that the Insurance was purchased within 14 calendar days of the initial Trip deposit or payment.
16. For Trip Cancellation only: Your Normal Pregnancy as long as the pregnancy occurs after Your effective date of coverage that can be verified by medical records.
17. For Trip Cancellation only: You will be attending an Immediate Family Member's Childbirth as long as the pregnancy occurs after the effective date of coverage that can be verified by medical records.

If You have purchased the BizPack Expanded Coverage as shown on Your Letter of Confirmation, You will have the following covered reasons included:

1. You or a Traveling Companion are required to work during Your scheduled Trip. You must demonstrate proof of requirement to work, such as a notarized statement signed by an officer of Your employer.
2. Your company being made unsuitable for business by fire, flood, burglary, vandalism or natural disasters.
3. Your company being directly involved in a merger or acquisition. You must be an active employee of the company that is merging and You must be involved in such an event.

In all cases You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.

Coverage is for:

1. Forfeited, published, Trip payments or deposits incurred as a result of cancellation penalties for which You are not eligible to receive a Refund;
2. For Trip Interruption, the pro-rated portion of the prepaid Trip missed;
3. The additional cost resulting from a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled or interrupted for one of the above covered reasons and Yours is not;
4. Reasonable additional accommodation and transportation expenses up to \$100 per day up to a

maximum of five days if a covered Traveling Family Member or Traveling Companion must remain hospitalized;

5. Reasonable additional travel costs for You to reach Your original destination if You must depart after Your planned departure date due to one of the above reasons; or
6. Reasonable, additional transportation expenses needed to reach the scheduled termination point of Your Trip or to travel from the place Your Trip was interrupted to the place where You can rejoin Your Trip and the unused portion of any non-refundable land, sea and air arrangements that were paid as part of Your Trip.

The benefits paid under 5. and 6. above will not exceed the cost of economy airfare by the most direct route on the next available carrier, less any Refunds paid to You.

Trip Cancellation/Interruption benefits do not cover loss(es) due to:

1. Any General Program Exclusion or Pre-existing Condition;
2. You or a Traveling Companion: a) making changes to personal plans; b) having a business or contractual obligation; c) being unable to obtain necessary travel documents; or d) being detained or having property confiscated by any Customs authority;
3. Carrier caused delays (including bad weather) unless as covered above;
4. Prohibition or regulation by any government; or
5. Travel arrangements cancelled by an airline, cruise line, or tour operator.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

EMERGENCY MEDICAL AND DENTAL BENEFITS*

A maximum benefit of up to the amount listed on Your Letter of Confirmation is provided for covered Emergency Medical or Dental Care expenses incurred as a result of Accidental Injury or Illness occurring during a Trip within the Coverage Period.

We will only pay Reasonable and Customary Charges for health care services or supplies provided by Physicians, licensed dentists, Hospitals, and Other Licensed Providers that are received **during Your Trip and that are received greater than 100 miles from home** and which are Medically Necessary for:

1. Emergency Medical Care; and

2. Emergency Dental Care. There is a \$500 maximum for all covered dental expenses.

Coverage is not provided for:

1. Expenses incurred as a result of any General Program Exclusion or Pre-existing Condition;
2. Non-emergency services, supplies, or charges (examples are those for cosmetic surgery, except reconstructive surgery is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child that has resulted in a functional defect; physical exams; allergies; hearing aids; eyeglasses; contact lenses; palliative care or cosmetic foot care; experimental treatment; or other services which are not Medically Necessary to provide Emergency Medical or Dental Care);
3. Treatment received in unlicensed facilities or given by unlicensed health care providers;
4. Treatment given by a Family Member or a Traveling Companion, whether or not a licensed provider;
5. Any Illness or bodily Injury which occurs in the course of employment if benefits or compensation is provided, in whole or in part, under the provisions of any legislation of any governmental unit; or
6. Benefits provided by any governmental agency or unit. Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

BAGGAGE COVERAGE*

Coverage is secondary to any coverage provided by a Common Carrier.

If Baggage is lost, damaged or stolen, the Company will pay the loss, up to the maximum amount indicated on Your Letter of Confirmation, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. **Notwithstanding the foregoing, We will cover up to a maximum of \$500 for any and all jewelry, watches, gems, furs, cameras and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items and only when original receipts are provided.**

You must notify the appropriate local authorities at the place the loss occurred and inform them of the value and description of Your property **within 24 hours after the loss**. Finally, You must file written proof of loss with the Company within 90 days from the date of loss, except as

otherwise prohibited by law, attaching copies of airline, cruise line or Common Carrier claims forms, original police reports, an itemization and description of lost items and their estimated value, and all receipts, credit card statements, canceled checks, photos, or other appropriate documentation as may be required.

Property or losses not covered:

1. Losses incurred as a result of any General Program Exclusion;
2. Animals;
3. Automobiles and equipment, motorcycles and motors;
4. Bicycles, skis, snowboards (except when checked with a Common Carrier);
5. Aircraft, boats or any other vehicles or conveyances;
6. Eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs;
7. Tickets, keys, money, securities, bullion, stamps, credit cards, documents (travel or otherwise) and deeds;
8. Property shipped as freight or shipped prior to Your Trip departure date;
9. Rugs or carpets of any type;
10. Perishables, medicines, perfumes, cosmetics and consumables;
11. Property used in trade, business or for the production of income or offered for sale or trade or components of goods offered for sale or trade;
12. Property that is left in or on a vehicle or in a car trailer; or
13. Damage to the property resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

The program will pay the lesser of:

1. The actual purchase price of a similar item;
2. The Actual Cash Value of the item at the time of loss, which includes deduction for depreciation (for items without receipts, the program will pay up to 75% of the determined depreciated value); or
3. The cost to repair or replace the item.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

BAGGAGE DELAY COVERAGE*

If Your personal Baggage is delayed or misdirected for at least 24 hours by a Common Carrier, the program will reimburse You on a one-time basis for the reasonable, additional purchase of essential items. Verification of the

delay by the Common Carrier and receipts for the emergency purchases must accompany any claim.

No coverage will be provided for loss(es) due to any General Program Exclusion.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

TRAVEL DELAY COVERAGE*

Coverage under the program will pay on a one-time basis up to the maximum amount listed in Your Letter of Confirmation for either Your choice of: a) reasonable, additional accommodation and traveling expenses; or b) the unused part of Your prepaid expenses missed (less any Refunds You receive) due to a departure delay of 6 or more hours. Expenses must be incurred by You. Payments for the above expenses will not exceed \$150 per day per person.

Covered reasons for Travel Delay are:

1. Carrier caused delay (including bad weather);
2. Lost or stolen passports, money, or travel documents;
3. Quarantine;
4. Hijacking;
5. Unannounced strikes;
6. Natural disaster; or
7. Civil disorder or unrest.

Benefits are payable under either Travel Delay or Missed Connection for any one incident resulting in a delay.

No coverage will be provided for loss(es) due to any General Program Exclusion.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

MISSED CONNECTION COVERAGE*

This coverage provides up to the maximum amount indicated on Your Letter of Confirmation per person to cover:

1. Reasonable additional transportation and accommodation expenses needed for You to reach Your destination or the departure of Your cruise; and
2. Any unused prepaid Trip payments lost as a result of You missing at least 24 hours of Your vacation.

In order for You to receive benefits, the missing of Your connection or cruise must be caused by:

1. You or a Traveling Companion being delayed by a traffic Accident while en route to a departure, even if

You or a Traveling Companion have not been directly involved in the Accident;

2. You or a Traveling Companion being delayed by bad weather while en route to a departure provided the car was scheduled to arrive at the point of departure at least two hours before the scheduled time of departure; or
3. Your regularly scheduled airline flight being canceled or delayed **solely due to bad weather for at least 3 hours and for this reason You miss your cruise.**

Coverage is secondary to any coverage provided by a Common Carrier.

Benefits are payable under either Travel Delay or Missed Connection for any one incident resulting in a delay.

No coverage will be provided for losses due to any General Program Exclusion or for losses incurred because You cancelled the Trip even though You were able to make Your departure or cruise.

Please refer to Your Letter of Confirmation to determine which benefits are specifically included within the plan You purchased and their corresponding maximum amount of coverage.

Part VI. GENERAL PROVISIONS RELATED TO INSURANCE BENEFITS

1. No agent or other person has authority to accept or make representations or information or alter, modify or waive any of the provisions of this Policy.
2. Claims must be submitted to Us within 90 days from date of loss, except as otherwise prohibited by law.
3. In the event that You are covered under another policy issued by the Company that provides the same or similar coverage, the Company will adjust Your claim by applying terms and conditions from the coverage that pays the most. Any premium paid for duplicate coverage will be refunded.
4. Benefits are payable to You or, if applicable, to Your estate unless a beneficiary is named on Your application.
5. **For Inland Marine Benefits Only:** All suits, actions or legal proceedings arising from the programs, benefits, or services provided through the programs (collectively "Controversies") may be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. No demand for arbitration can be brought to recover benefits until 60 days have elapsed following submission of Your entire claim to Us. No action in any form can be brought after

three years from the date Your claim was submitted to Us.

6. **MISREPRESENTATIONS AND FRAUD:** Coverage shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing.
7. You have a duty to make all reasonable efforts to minimize losses from any insured benefit or Covered Service.

The following apply to the Accident and Health Benefits:

Notice of Claim: Written notice of claim must be given within 20 days after a covered loss starts or as soon as reasonably possible. The notice can be given to Us. Notice must include Your name and the Policy number.

Claim Forms: When notice of claim is received, You will be sent forms for filing proof of loss. If these forms are not sent within 15 days, You may meet the proof of loss requirement by sending Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision.

Proof of Loss: Written proof of loss must be given within 90 days after the date of loss. If it is not reasonably possible to give written proof in the time required, the Company will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless You lacked legal capacity.

Time of Payment of Claim: Payment will be made immediately upon receipt of due written proof of loss.

Legal Action: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No action may be brought after three years from the date written proof of loss is due unless otherwise provided by law.

Assignment: You may assign Your interest under the Policy by giving Us written notice of such assignment. The assignment will not be effective until We receive the written notice. Neither the Company nor We assume any responsibility for the validity of any assignment.

Physical Examinations and Autopsy: The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company may also require an autopsy in the case of death, where it is not

forbidden by law. The Company will bear all costs for these.

Conformity with State Statutes: On the Policy effective date shown on the Letter of Confirmation, if any provision conflicts with the laws of the state in which You reside, it shall be deemed amended to conform to law.

Misstatement of Age: If Your age is misstated, the Company will adjust the premium, benefits, or both based on the true age. No misstatements will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

For Inland Marine Benefits Only:

The Company or We have the right to recover any payments We have made from anyone who may be responsible for the loss. You and/or any person to whom We make a payment must sign any papers and do whatever is necessary to transfer this right to Us. You and/or any person to whom We make a payment agree(s) to cooperate with Us and to do nothing after the loss that will adversely affect Our rights or those of the Company.

Part VII. DESCRIPTION OF TRAVEL ASSISTANCE SERVICES

Our goal is to provide immediate help for common travel problems almost everywhere in the world. However, despite Our best efforts, situations arise which are beyond Our control and under these circumstances, We can only promise to make every reasonable effort to help You resolve Your problems. The hotline center staff will do its best to refer You to appropriate medical and legal providers. However, We cannot be held responsible for the quality of results of any medical or legal services provided by these independent practitioners.

If You are in trouble and need help:

1. Call the hotline. From the U.S. call **1-800-654-1908**.

From all other locations call collect to **1-804-281-5700**.

If Your emergency is immediate and life threatening, seek local emergency assistance at once and contact the hotline as soon as possible.

2. Have the following information ready for the hotline coordinator:

a. Your name and Policy ID number; and

b. Your location and local telephone number.

The hotline coordinator will confirm Your enrollment and provide You with assistance.

Note: In some countries it may not be possible to call collect. If You must phone the hotline directly, give Your

location and phone number to the hotline coordinator who will call You back.

Medical Assistance

If You have medical problems and are unable to find local care, We will refer You to a local Physician, dentist, Hospital, medical facility or other appropriate resource, when available.

Medical Consultation and Monitoring

If You are hospitalized, the hotline center medical staff will keep in frequent contact with You and Your local Physician to get information on the care You are receiving and to determine the need for further assistance. We will also contact Your personal Physician and family at home, if necessary.

On-Site Hospital Payments

We will advance payments to Hospitals or guarantee payments up to the amount provided in medical expense coverage (see Emergency Medical and Dental Benefits), if needed, to secure Your Medically Necessary admission to a Hospital.

Emergency Medical Transportation

All medical transportation services must be authorized in advance and organized by the Access America Hotline Center. In the event that the emergency medical transportation services are not authorized in advance and organized by the Access America Hotline Center, We will only pay up to \$5,000.

We will arrange and pay for medical transportation services (specified below) required by You as a result of an Injury or Illness that occurs during the Coverage Period and requires medical evacuation and/or repatriation.

A **medical evacuation** is defined as You being transported to the nearest appropriate medical facility as a result of Our consulting Physician and the local attending Physician's determination that adequate treatment is not available locally.

A **medical repatriation** takes place once You have received medical care and the local attending Physician and Our consulting Physician determines You are able to return home.

All medical transportation services are provided only if they are determined to be Medically Necessary by the hotline center medical staff in consultation with the local attending Physicians. We will arrange and pay, up to the amount indicated on Your Letter of Confirmation, for the following services and expenses:

1. Reasonable and necessary medical services required for Your medical evacuation to the nearest appropriate facility from the place where the Injury or Illness occurred;
2. Reasonable and necessary escort expenses required by You during a medical evacuation, if this service is deemed Medically Necessary by Our consulting Physician and the local attending Physician;
3. If Our consulting Physician and the local attending Physician anticipate that You will be hospitalized for more than seven consecutive days, We will pay for either the cost of a round-trip economy airline ticket over the most direct route to bring a friend or Family Member to Your bedside, or the cost to return accompanying dependents under 23 years of age back to their home;
4. The cost of an economy class ticket to repatriate You back home, less any Refunds from any unused return Trip tickets; and
5. The cost for reasonable and necessary services needed for the transport of Your remains from the place of death to Your place of residence.

Travel Document and Ticket Replacement Assistance

The program provides You with information to assist in obtaining replacements of lost passports or other important travel documents. We also help You to replace lost airline and other travel tickets and will assist You in obtaining money for this purpose. These funds will come from Your family or friends. We will make all the necessary arrangements for You, including assisting You to return home if Your Trip is interrupted.

Legal Assistance

If You have legal problems, Our hotline center staff will help You find a local legal advisor. If You require the posting of bail or immediate payment of legal fees, We will help arrange a cash transfer from Your family or friends.

Emergency Cash Transfer

If Your cash or traveler's checks are lost or stolen, or if You need funds for the immediate payment of unanticipated expenses, We will help arrange to have emergency cash (in currency, traveler's checks or any other form acceptable to Us) transmitted to You in a timely fashion. These funds will come from Your family or friends. Our hotline center staff will make all the necessary arrangements for You.

Emergency Message Center

In the event of an emergency, call the hotline center, identify yourself by Your Policy ID number, and give the hotline coordinator Your message. We will make at least 3

attempts in 24 hours to reach Your requested party, and We will provide You with an update on the disposition of Our attempts to deliver the message. (We are not responsible for delivery of a message if the recipient cannot be reached). This service can be used for Trips anywhere in the world.

Flight Information

If You are faced with a canceled or missed flight, just call the hotline center for 24-hour information on alternate flights. We can provide You with scheduled departure and arrival times of alternate, direct flights only. We do not book reservations or pay for tickets. This service can be used on Trips within the U.S., Canada, the Caribbean and Mexico only.

Part VIII. CLAIM FILING PROCEDURES

To obtain a claim form, visit our website at: www.accessamerica.com or call **1-800-334-7525** 24 hours a day, seven days a week. All benefits will be paid in United States dollars.

We will need certain information from You in the event You need to file a claim. This documentation will include, but is not limited to, the following:

1. General Documentation

- a. Receipts and itemized bills for all expenses.
- b. Original of any Refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.

2. Trip Cancellation/Interruption Claims

- a. Any appropriate documentation that officially explains the cause of Your trip cancellation or interruption. Any explanation of diagnosis along with Your original itemized bills, receipts, and proof of other insurance payments.
- b. Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the trip cancellation or interruption.
- c. Documentation of Refunds received from the travel supplier(s) and/or Common Carrier(s).
- d. Copy of the supplier's literature that describes penalties.
- e. A letter from the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the Trip costs.

3. Emergency Hospital and Medical Claims

Any explanation of diagnosis(es) along with Your original itemized bills, receipts, and proof of other insurance payment(s).

4. Baggage Insurance Claims

- a. Original claim determination from the Common Carrier, if applicable.
- b. Original police report or other report from local authorities.
- c. Original receipts and list of stolen, lost or damaged items.
- d. Proof of loss providing amount of loss, date, time and cause of loss.

5. Baggage Delay Claims

Proof from the Common Carrier that personal Baggage was delayed or misdirected for at least 24 hours.

6. Travel Delay Claims

Original police, Common Carrier or other report that verifies the cause and duration of the delay.

7. Missed Connection Claims

Original Common Carrier report that verifies the cause and duration of the delay.

Part IX. DEFINITIONS

Accident means an unexpected, unintended, unforeseeable event causing Injury.

Active Military Duty means serving in the United States Armed Forces on a full-time basis, not including the United States Armed Forces Reserves.

Actual Cash Value means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

Baggage means luggage and personal possessions, whether owned, borrowed or rented, taken by You on the Trip.

Common Carrier means an entity licensed to carry passengers for hire on land, water or air, excluding vehicle rental companies.

Coverage Period means the time during which benefits are payable hereunder, beginning on the effective date and ending on the termination date.

Covered Service means a service or supply specified herein for which benefits will be provided.

Deductible means a specified dollar amount shown on the Letter of Confirmation that You must incur before the Company or We will assume any liability for all or part of the remaining Covered Services.

Emergency Dental Care means the services or supplies provided by a licensed dentist, Hospital or Other Licensed Provider that are medically and immediately necessary to treat dental problems resulting from Injury, infection, breakage to tooth surface or loss of filling.

Emergency Medical Care means the services or supplies provided by a Physician, Hospital or Other Licensed Provider that are Medically Necessary to treat any covered medical illness or injury, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

1. placing the health of the person afflicted with such condition in serious jeopardy;
2. serious impairment to such person's bodily functions;
3. serious dysfunction of any bodily organ or part of such person; or
4. serious disfigurement of such person.

Family Coverage is the insurance plan under which You and Your Traveling Family Members are covered if You have selected this on Your application.

Family Member means Your spouse; parent; child(ren), including children who are, or are in the process of becoming, adopted; sibling; grandparent or grandchild(ren); step-parent; step-child; or step-sibling; in-laws (parent, son, daughter, brother or sister); aunt; uncle; niece; nephew; legal guardian; ward; business partner; an employed caregiver who lives with You; or a person with whom You have lived for 12 continuous months prior to the effective date of coverage; whether or not they travel with You.

Felonious Assault is an act of violence against You or a Traveling Companion requiring medical treatment in a Hospital.

Financial Default is a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

Hospital means a provider that is a short-term, acute, general Hospital that:

1. is a duly licensed institution;
2. in return for compensation from its patients, is primarily engaged in providing Inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under supervision of Physicians;
3. has organized departments of medicine and major surgery;
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, place for the aged, place for the provision of rehabilitation care; b) a place for the

treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse; d) a place for the provision of hospice care; or e) a place for the treatment of pulmonary tuberculosis.

Illness means a sickness, infirmity or disease that causes a loss that begins during a Coverage Period and is not a Pre-existing Condition.

Immediate Family Member means Your spouse; parent; child(ren), including children who are, or are in the process of becoming, adopted; Your siblings; Your grandparent or grandchild(ren); step-parent; step-child; or step-sibling.

Individual Coverage is the insurance plan under which only You are covered if You have selected this on Your application.

Injury means bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the effective date of this coverage and before the termination date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

Inpatient means a person who is treated as a registered bed patient in a Hospital or Other Licensed Provider and for whom a room and board charge is made.

Medically Necessary or **Medical Necessity** means the services or supplies provided by a Hospital, Physician or Other Licensed Provider that are required to identify or treat Your Illness or Injury and which, as determined by Us, are:

1. consistent with the symptom or diagnosis and treatment of Your condition, disease, Illness, ailment or Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of You, a Physician or other provider; and
4. the most appropriate supply or level of service that can be safely provided to You.

When applied to the care of an Inpatient, it further means that Your medical symptoms or condition requires that the services cannot be safely provided to You as an Outpatient.

Normal Pregnancy or **Childbirth** means a pregnancy or Childbirth that is free of complications or problems.

Other Licensed Providers means any person or entity other than a Hospital or Physician that is licensed, where required, to render medical or dental services.

Outpatient means a person who receives medical or dental services or supplies while not an Inpatient.

Physician means a person who is licensed and legally entitled to practice medicine in the applicable field for which services are delivered.

Pre-existing Conditions means the existence of symptoms in You, a Traveling Companion or a Family Member that would cause an ordinarily prudent person to seek diagnosis, care or treatment within 120 days preceding and including the effective date of Your insurance or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within 120 days preceding the effective date of Your insurance.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be Your Trip Cancellation Insurance effective date, if Trip Cancellation Insurance is purchased. If no Trip Cancellation Insurance coverage is purchased, it will be Your Trip departure date.

Primary Residence means a person's fixed, permanent and principal home for legal and tax purposes.

Reasonable and Customary Charge means a charge in an amount consistently made by other vendors/ providers for a given service in the same geographic area and which reflects the complexity of the service taking into account availability of experienced personnel and availability of services or parts.

Refund means:

1. Money returned to You by the travel agent, tour operator, airline, cruise line or other travel supplier;
2. Any credit or voucher for future travel provided to You by the travel agent, tour operator, airline, cruise line or other travel supplier; or
3. Any credits, recoveries or reimbursements from Your employer, another insurance company, a credit card issuer or any other institution.

Scheduled Departure Date means the date You have selected to begin travel as shown on Your application and for which paid travel arrangements have been made.

Terrorism means the unsanctioned and illegal use of force that caused destruction of property, Injury, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal or result. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

Traveling Companion is a person traveling with You who must be listed on Your application and who shares the same accommodations as You.

Traveling Family Member is Your spouse, and any of Your unmarried children under age of 23, including step-

children, legally adopted children, or grandparents and grandchildren when traveling together without a parent. Any unmarried child, regardless of age, who is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation or physical handicap and became so incapable prior to age 23, shall be eligible for coverage.

Trip means:

1. a period of round-trip travel to and from a destination that is at least 100 miles from Your main place of residence; and
2. such travel is not to obtain health care or treatment of any kind.

We, Us or **Our** refers to Access America and World Access Service Corp., a company of Mondial Assistance.

You or **Your** refers to all persons listed on the Letter of Confirmation under the program purchased.

**TRAVEL POLICY - OUTLINE OF COVERAGE
LIMITED BENEFIT HEALTH COVERAGE**

Form 52.811

1. **Read Your Policy Carefully** – This outline of coverage provides a very brief description of the important features of the accident and health benefits ONLY of your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both You and Your insurance company. It is, therefore, important that you READ YOUR POLICY CAREFULLY!
2. **Limited Benefit Health Coverage** – Policies of this category are designed to provide, to persons insured, limited or supplemental coverage.
3. **Benefits** – In addition to other benefits provided by this Policy, this Policy pays a maximum benefit of up to the amount listed in Your Letter of Confirmation is provided for covered Emergency Medical or Dental Care expenses incurred as a result of accidental Injury or Illness occurring during a Trip within the Coverage Period. We will only pay for health care services or supplies provided by licensed Physicians, dentists, Hospitals, and Other Licensed Providers that are received during Your Trip and that are received greater than 100 miles from home and which are Medically Necessary for Emergency Medical and Dental treatment.
4. **Exclusions** - In addition to any other general limitations described in the Policy, coverage is not provided under the accident and health benefits for:
 1. Intentionally self-inflicted harm, suicide or attempted suicide, of You, Your Traveling Companion, or Your Family Member;
 2. Pregnancy, other than unforeseen complications of pregnancy, of You, Your Traveling Companion, or Your Family Member;
 3. Mental or emotional disorders, or physical complications related thereto, of You, Your Traveling Companion or Your Family Member;
 4. Alcoholism or drug addiction, intoxication or under the influence of any narcotic unless administered on the advice of a Physician or physical complications related thereto, of You, Your Traveling Companion or Your Family Member;

5. War (whether declared or undeclared), acts of war, participation in a riot or insurrection (except as provided for in the Travel Delay benefit); or service in the Armed Forces or units auxiliary thereto (except as covered herein);
 6. Aviation, other than as a fare-paying passenger on a scheduled or charter flight, operated by a scheduled airline;
 7. Participating in a felony or to which a contributing cause of the loss was a person being engaged in an illegal occupation. This includes You, Family Members, or Traveling Companions, whether they are insured or not;
 8. Pre-existing conditions unless otherwise covered.
- None of these programs cover You:**
1. If the purpose of the travel is to receive medical care, medication or treatment;
 2. If the stated Trip departure and return dates do not reflect Your intended departure and return dates;
 3. If the tickets do not indicate the travel dates;
 4. If You give incorrect data or facts; or
 5. If the loss is not submitted to Us within 90 days from the date of loss, except as otherwise prohibited by law, subject to the provision entitled Proof of Loss in this Policy.
5. **Renewability** – This Policy is issued for a stated term as shown in the Letter of Confirmation.

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