

**FOR INFORMATIONAL PURPOSES ONLY: For complete details on the terms, conditions and exclusions of this coverage please refer to the plan documents you receive upon enrollment.**

**Applicable to residents of New Hampshire.**

## **Global Travel Shield Deluxe Plan Summary**

Underwritten by AMEX Assurance Company  
Administrative Office Green Bay, WI  
Herein called the Company

### **SCHEDULE OF BENEFITS**

<b>Coverage</b>	<b>Maximum Benefit Amount Per Covered Person, per Covered Trip</b>
Emergency Medical Evacuation/Repatriation	\$100,000
Emergency Medical and Dental Expense	\$100,000
Trip Cancellation/Interruption	Trip Cost (\$50,000 max.)
Trip Delay	\$300/day (\$600 max.)
Baggage Delay	\$500
Baggage Loss	\$2,000
Airflight Insurance	\$500,000
24-Hour Travel Assistance Hotline	Included

### **COVERAGE EFFECTIVE DATE**

Trip Cancellation coverage is effective the earlier of 12:01 a.m. on the date:

1. You applied for Your coverage and that of Your Covered Persons as evidenced by phone, fax or electronic transmission; or
2. After Your enrollment is postmarked.

Coverage for Trip Interruption, Trip Delay, Baggage Protection, Airflight Insurance, Emergency Medical and Dental Expense and Emergency Medical Evacuation/Repatriation is effective at 12:01 a.m. on the Covered Trip Departure Date, provided:

1. Your enrollment is received and validated by Us; or
2. Your enrollment is postmarked prior to or on the Covered Trip Departure Date.

For all benefits, coverage is not effective unless the correct premium has been paid.

### **GENERAL PROVISIONS**

#### **Changes**

If You would like to make a change to the benefits provided, please contact Us. The Coverage Effective Date for the revised coverage will be the next business day following Our acceptance of the change and receipt of any additional required premium. Changes to the Designated Trip Payment Plan will not be honored unless placed prior to the Covered Trip Departure Date and approved by Us. For the Designated Trip Payment Plan, the premium is non-refundable after the Covered Trip Departure Date. If the change is to a state where the Policy is not available, Your coverage will non-renew on the next annual renewal date.

### **Change in Permanent Residence**

You must notify Us within 30 days of a change in Your Permanent Residence. If the change is to a different state, Your Policy provisions and rates may be adjusted to conform to the requirements of that state. Notification of any such Policy adjustment will be included in a new Certificate of Insurance issued to You.

### **Excess Coverage**

With the exception of Emergency Medical Evacuation/Repatriation, Emergency Medical and Dental Expense and Airflight Insurance, all other benefits under the Policy are excess over certain sources of insurance or indemnity available to a Covered Person.

### **Extension of Coverage**

If the duration of a Covered Person's Covered Trip is prolonged and not completed during the Period of Coverage because of a delay in the means of transportation, or due to a travel related situation beyond the control of any Covered Person and provided the Covered Trip is completed without undue delay, this insurance is extended automatically beyond the Covered Trip Conclusion Date without additional premium for a period of 72 hours. If the Covered Person becomes hospitalized, coverage for that Covered Person and one Traveling Companion will be extended automatically for the period of Hospital confinement and an additional 5 days after release.

### **Fraud and Material Misrepresentation**

Coverage is not provided to a Covered Person under the Policy if, whether before or after a loss, the Covered Person has intentionally concealed, omitted or misrepresented any material fact or circumstance concerning the application for this insurance, the subject of this insurance, or the interest of the Covered Person therein, and/or in case of any fraud or false swearing by the Covered Person relating thereto.

If any claim made by a Covered Person under the Policy is determined to be intentionally false or fraudulent, or if any intentionally false or fraudulent means or devices are used by the Covered Person or by anyone acting on behalf of the Covered Person, there will be no coverage for the Covered Person under the Policy. Any claim intentionally submitted for an amount in excess of the true value of lost or damaged property or actual expenses incurred shall be deemed false or fraudulent within the meaning of this provision.

### **Incontestability**

No statement made by a Covered Person can be used in a contest after the Covered Person's insurance has been in force two years during his/her lifetime. No statement the Covered Person makes can be used in a contest unless it is in writing and signed by the Covered Person. This provision shall not preclude the assertion at any time of defenses related to submission of a false or fraudulent claim based upon provisions in the Policy that exclude or restrict coverage.

### **Legal Actions**

No legal action may be brought to recover against the Policy within 60 days after initial written proof of loss has been given. No such action may be brought after three years from the time written proof of loss is required to be given.

If a time limit of the Policy is less than allowed by the laws of the state where the Covered Person lives, the limit is extended to meet the minimum time allowed by such law.

### **Liberalization Clause**

If We make a change which broadens coverage under this edition of the Policy without additional premium charge, that change will automatically apply to the Covered Person's coverage as of the date We implement the change in Your state, provided that this implementation date falls within 60 days prior to or during the Period of Coverage described in the Schedule of Benefits.

This clause does not apply to changes implemented through introduction of a subsequent edition of the Policy.

**Maximum Accidental Death or Dismemberment Benefit Payment per Occurrence**

If the Covered Person is enrolled in the Global Travel Shield Policy issued to the AMEX Assurance Travel Group Trust, other AMEX Assurance Company underwritten policies that provide a benefit for accidental death or dismemberment, or receives the accidental death or dismemberment benefit under an AMEX Assurance Company underwritten policy that is offered as a benefit of Cardmembership, the maximum sum payable under all applicable policies for accidental death or dismemberment is \$3,500,000. This maximum limit applies whether or not the Covered Person is required to enroll under the Policy or is eligible as a benefit of Cardmembership. This does not preclude the Covered Person from receiving all benefits other than accidental death or dismemberment benefits up to the maximum limit disclosed within the pertinent Certificate of Insurance.

**Multiple Certificates of Insurance or Enrolled Accounts for each Covered Trip**

This Certificate of Insurance supersedes any Certificate of Insurance previously issued to You under the Policy. You may qualify under only one Certificate of Insurance for each Covered Trip. If any Covered Person is insured under more than one Certificate of Insurance, We will consider that person to be insured under the Certificate of Insurance that provides the greatest amount of coverage as shown on the Schedule of Benefits. Upon discovery of the duplication, We will refund any duplicated premium payments that may have been made on behalf of that person. The records maintained by the Policyholder shall determine the insurance provided under the Policy for any Covered Person.

**Misstatement of Age**

If the age of the Covered Person has been inadvertently misstated during enrollment or on the enrollment form for insurance under the Policy, the benefits payable will be those which the premiums paid would have purchased based upon the correct age. Otherwise, there will be an equitable adjustment of premiums.

**Premium**

Premiums will be determined for each Covered Person listed on the Schedule of Benefits. We will provide insurance coverage in return for premium payment. Premiums are payable by You in a manner acceptable to Us.

**Physical Examination and Autopsy**

We may require that the Covered Person be examined by a Physician of Our choice. This may be done as often as reasonably necessary while a claim is pending or while We are paying benefits. We may require an autopsy where lawful. We will pay the cost of both the exam and autopsy.

**Transfer of Rights and Duties Under The Policy**

The Covered Person's rights and duties under the Policy may not be transferred or assigned without Our written consent except in the case of death of a Covered Person. If a Covered Person dies, these duties and rights will be transferred to a legal representative acting within the scope of duties of a designated or appointed legal representative.

## **GENERAL DEFINITIONS**

**Accident** means a sudden event resulting from an act of another not provoked or instigated by the Covered Person, or an act of the Covered Person the result of which reflects a material departure from the Covered Person's expectations and which event is neither caused by disease, illness or infirmity, nor by the voluntary ingestion, injection or inhalation of any substance.

**Accidental Death** means the termination of a Covered Person's life as a direct result of an Accident.

**Accidental Injury** means bodily injury to a Covered Person as a direct result of an Accident.

**Account(s)** throughout the Policy means the credit, charge or debit card account(s) issued to the Enrollee in his/her name to which premiums will be billed on a Designated Trip, Per-Trip or Annual Payment Plan basis. The Account(s) must be listed on the enrollment form to be considered an eligible enrolled Account to which premium can be billed.

**Common Carrier Conveyance** means any land, water or air conveyance (other than a rental) operated by a common carrier licensed to carry passengers for hire on a regularly scheduled basis and available to the public.

**Complications of Pregnancy** means:

1. Conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and
2. Non-elective Cesarean section, ectopic pregnancy which is terminated, spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible, hyperemesis gravidarum and pre-eclampsia.

**Covered Person** means You or Your Traveling Companions who You have listed on Your accepted enrollment form, who have met the enrollment and eligibility requirements of the Policy and for whom all due premiums have been paid. A Covered Person must maintain a Permanent Residence within the 50 United States or District of Columbia and be a current member of a Participating Organization.

**Covered Trip** means a Covered Trip as defined in Section VI.

**Covered Trip Conclusion Date** means the date on which the Covered Person is originally scheduled to return to the point where the Covered Trip started or to the Covered Person's final destination. This may be specified on the Covered Person's ticket, Schedule of Benefits, enrollment form and/or other verification.

**Covered Trip Departure Date** means the date on which the Covered Person is originally scheduled to leave on the Covered Trip. This may be specified on the Covered Person's ticket, Schedule of Benefits, enrollment form and/or other verification.

**Dependent(s)** means:

1. The Covered Person's Spouse or Domestic Partner;
2. The Covered Person's unmarried, dependent children under age 19 who rely on the Covered Person for more than 50% support and maintenance and who the Covered Person can claim as an exemption on their federal income tax return;
3. The Covered Person's unmarried dependent children 19 years or older:
  - a. Who are registered students in regular full-time attendance at an accredited secondary school, college or university and under age 24; or
  - b. Who, because of a handicap condition or disability that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and are dependent upon a parent or other care provider for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

Dependent children, unless otherwise specified, include:

1. Natural, adopted and stepchildren of the insured who are chiefly financially dependent on the insured for support and maintenance, and
2. An adopted child or a child in the custody of the insured pursuant to an interim court order of adoption vesting temporary care of the child in the insured, regardless of whether a final order granting adoption is ultimately issued.

**Designated Trip Payment Plan** means a selected option of premium payment whereby You enroll for coverage and pay a premium for benefits selected under the Policy for each Covered Person and Covered Trip. Re-enrollment is required for each Covered Trip.

**Domestic Partner** means persons of the same or opposite gender who either,

1. Can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or
2. Can meet all of the following qualifications:
  - a. Have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
  - b. Are not married to any other person;
  - c. Are at least 18 years old;
  - d. Are not related to each other by blood closer than would bar marriage per state law; and
  - e. Are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments, or insurance.

**Enrollee** means the person who authorizes completion of the enrollment form, who pays the required premium and, if applicable, enrolls eligible Traveling Companions.

**Family Member** means the Covered Person's Dependent, son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), Domestic Partner's son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), brother or sister (including step or in-law), parent (including step or in-law), grandparent (including step or in-law), grandchild (including adopted and those who are in the process of becoming adopted, foster or step), aunt, uncle, niece, nephew, guardian, or ward.

**Hospital** means an institution which meets all of the following requirements:

1. Where required by law, holds a license as a Hospital;
2. It operates mainly for the care and treatment of sick or injured persons as inpatients;
3. It provides twenty-four hours a day nursing care by registered nurses;
4. It has staff of one or more Physicians available at all times; and
5. It provides organized facilities for diagnosis and surgical procedures.

The term Hospital does not include any of the following:

1. A facility used primarily for the care of the aged;
2. A mental institution or sanitarium;
3. A facility used primarily as a clinic, nursing home, hospice or similar place of business;
4. A long term nursing unit or geriatric ward;
5. A rehabilitative facility or extended care facility for convalescent patients; or
6. A facility primarily used for treating alcoholics, drug addicts or other forms of addiction.

With respect to outpatient surgery, or diagnostic testing, an ambulatory surgical center or a clinic will be considered as a Hospital. Such a facility must, where required by law, hold a license allowing the facility to operate as such.

**Medically Necessary** means medical treatment that is vital and required for the treatment of an Accidental Injury. Medically Necessary does not mean experimental procedures, or any surgical or medical treatment that reasonably can be delayed until the Covered Person returns to a

Permanent or Temporary Residence. The extent of such care and treatment is that which is generally accepted, proven and established practice and recommended by most Physicians or Dentists with similar experience and training in the locality where the medical expense is incurred.

**Occurrence** means a single instance or a continuous or repeated exposure to conditions during the Period of Coverage which result in eligibility for payment of a Policy benefit. The loss shall be deemed one Occurrence if it is attributable directly or indirectly to one cause or to one series of similar causes.

**Participating Organization** means an organization engaged in travel or travel related operations that completes a Participating Organization Application.

**Period of Coverage** means that period of time during which a Covered Person is covered under the Policy. This period begins on the Coverage Effective Date, which is variable by coverage, and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date.

**Permanent Residence** means the Covered Person's one primary dwelling place where he/she permanently resides and intends to return.

**Physician or Dentist** means a licensed practitioner of the healing arts, acting within the scope of his or her license for the service or treatment given. The treating Physician or Dentist may not be a Covered Person or anyone related to the Covered Person by blood, marriage or civil union.

**Policy** as used throughout means the contract issued to the Policyholder providing the benefits described herein.

**Policyholder** means AMEX Assurance Travel Group Trust.

**Reasonable and Customary** means the usual fee charged by a Physician or Dentist of the same type of training and experience when furnishing treatment for a similar condition, or by a provider of medical transportation services, or by a mortician, within a certain geographic area. The locality where the charge is made also will be considered. Locality means a county or such greater area as is needed to represent a cross section of providers giving the type of service or supplies for which the charge was made. If the fees charged are higher than the average amounts, the individual receiving the service is responsible for paying the difference.

**Scheduled Airline** means a commercial airline that publishes schedules and fares for regular passenger service between cities and which is:

1. Of United States registry and certified for civil scheduled air transport by the United States government to carry passengers on a regularly scheduled basis; or
2. Of foreign registry and approved by the United States government or the appropriate foreign authority where the aircraft is registered; or
3. A Scheduled Charter, defined as an airline charter service that meets all of the following qualifications:
  - a. It is operated by a Scheduled Airline;
  - b. It is licensed to carry passengers for hire;
  - c. It is available to the public; and
  - d. It is not hired, owned or leased by a Covered Person's employer.

**Spouse** means a person to whom the Covered Person is married.

**Temporary Residence** means a dwelling place where the Covered Person intends to reside for a limited time, and which is occupied or intended to be occupied by the Covered Person for 45 days or more during a Covered Trip.

**Traveling Companion** means an enrolled person who accompanies You on the entire Covered Trip and is named on Your enrollment form for coverage.

**We, Us and Our** means AMEX Assurance Company and its duly authorized agents.

**You or Your** means, or refers to, the Enrollee.

## **TERMINATION AND CANCELLATION OF INSURANCE**

Coverage under the Policy will terminate or cancel at 12:01 a.m. on the date immediately following the earliest of these events:

1. The Covered Trip Conclusion Date;
2. The Covered Person completes the Covered Trip;
3. The Covered Person reaches the final destination point on a one-way trip or arrival at the return destination on a round-trip;
4. The Covered Trip is cancelled;
5. You request termination of insurance;
6. When We determine that misrepresentation, non-disclosure or fraud in enrollment or claims presentation has occurred;
7. The end of the period for which required premiums are due but not paid, subject to the Grace Period Provision;
8. The Policy or any benefit under the Policy is cancelled;
10. Your Account ceases to remain in good standing;

The Company can non-renew the Policy. All insurance will cease on the date of non-renewal. If the Company non-renews, advance written notice will be provided to You at least 60 days prior to the effective date of the non-renewal.

The Participating Organization or member may terminate one or more benefits under the Policy that are offered as an option or all insurance benefits. Termination is not effective until We are notified in writing by the organization. The Participating Organization must provide Us with a minimum of 60 days advance written notice before the requested termination date.

We may cancel the Participating Organization by providing 60 days advance written notice before the cancellation date. Our cancellation of a Participating Organization will not prejudice a valid claim that exists on the cancellation date.

## **PRE-EXISTING CONDITIONS EXCLUSION**

**This exclusion is applicable to all Covered Persons and Family Members, whether they are or are not traveling.**

There is no coverage for any condition of a Covered Person or a Family Member if, during the 60 days preceding and including the Coverage Effective Date, a) there was medical consultation, advice, examination or treatment received or recommended by a Physician or Dentist for the condition, b) symptoms of the condition were present which would have caused a prudent person to seek medical consultation, advice, examination or treatment, or c) required taking prescribed medication, unless the condition for which the prescribed medication was required remained controlled without any adjustment of the prescribed medication.

We will waive this Pre-Existing Conditions Exclusion if the Covered Person meets all of the following requirements:

1. The scheduling and booking of the Covered Trip must be the first and only booking for this Period of Coverage and resulting destination;
2. The Covered Person must be medically able to travel at the time the Policy premium is paid;

3. The premium under the Policy is paid within 14 days of making the first Covered Trip deposit; and
4. The amount of Trip Cancellation coverage purchased is equal to the entire cost of the Covered Trip. The entire cost of any subsequent arrangements added to the Covered Trip (or any other arrangements not made through a travel agent) must be insured within 14 days of payment for those arrangements.

## **GENERAL EXCLUSIONS**

The benefits under this Policy will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. Participation in a riot, civil disturbance or insurrection;
2. War or any act of war, whether declared or undeclared;
3. Detention or arrest by any branch of any government of any nation state recognized by the United Nations;
4. Violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or Covered Person's beneficiary.

## **GLOBAL MEDICAL PLAN**

### **Definitions**

**Attending Physician** means the Physician from whom treatment is sought for an Accidental Injury.

**Covered Trip** means a trip that does not exceed 31 consecutive days and is of a distance greater than a 150-mile radius from the Covered Person's Permanent Residence. If a trip exceeds 31 consecutive days, only the first 31 days of the trip, including any extension permitted under the Extension of Coverage provision, will be covered under the Policy. The purpose of the trip must not be to obtain medical care of any kind for which an insurance benefit is not available or not available under another insurance plan, and believed to be available under this Policy.

### **Emergency Medical Evacuation/Repatriation Benefit**

#### **Description of Benefits**

An amount of insurance up to the amount shown in the Schedule of Benefits will be known as Emergency Medical Evacuation/Repatriation coverage. This benefit is in excess of other sources of insurance payable to the Covered Person.

#### **Evacuation**

If the Covered Person suffers from an Accidental Injury that occurs, while on a Covered Trip and requires Medically Necessary treatment, We will arrange and pay Reasonable and Customary services required for evacuation to the nearest adequate medical facility. This service will be arranged only if the Covered Person's Attending Physician determines that adequate medical treatment is not locally available. Medically Necessary treatment must then be performed by a provider designated by Us. For a list of designated providers, please contact Us. Timely notification by the Covered Person to Us is required.

Medical evacuation services will be provided through a medical transportation specialist or, if appropriate, by Common Carrier Conveyance. Transportation will be arranged upon authorization from both the Covered Person's Attending Physician and a medical provider authorized by Us who concurs that the Covered Person is experiencing an Accidental Injury, and is in need of evacuation. When the Covered Person is confined in a medical facility more than 150 miles from a Permanent Residence and the Attending Physician and Our medical provider determine it is feasible and Medically Necessary to transfer the Covered Person to a medical facility nearer a Permanent Residence to recuperate in familiar surroundings, medical evacuation for the Covered

Person will be provided. In no event will We pay more than the enrolled benefit amount, as shown in the Schedule of Benefits. Expenses will be paid only for the Covered Person suffering from an Accidental Injury. No benefits will be paid for transportation or expenses for any person other than the Covered Person suffering from an Accidental Injury.

If We have previously evacuated the Covered Person to a medical facility and the medical provider designated by Us determines that it is Medically Necessary for the Covered Person to be returned to the point of departure, We will pay the Covered Person's medical evacuation airfare or Common Carrier Conveyance costs from that facility to the Covered Person's return destination within one year from the Covered Person's original Covered Trip Conclusion Date, less refunds from the Covered Person's unused transportation tickets. This benefit will be provided only if the medical provider designated by Us determines that the Covered Person's medical condition will not substantially change within seven days following Hospital discharge or completion of treatment, thereby allowing the Covered Person to complete the Covered Trip as originally planned. Airfare costs will be of the same class as the Covered Person's original tickets. We will not pay for services arranged without Our prior consent or approval.

#### **Repatriation of Mortal Remains**

When death occurs while on a Covered Trip We will pay the Reasonable and Customary expenses for the preparation and transportation of the Covered Person's remains or ashes to the commercial airport nearest the Covered Person's Permanent Residence. In no event will We pay more than the enrolled benefit amount. We must approve this service in advance.

#### **Visitor To Covered Person's Bedside**

We will pay for economy class round trip transportation to the Covered Person's bedside for one person in the event a Physician determines Hospital care of five days or more is warranted for the Covered Person during a Covered Trip. We must approve this service in advance.

#### **Change of Flight**

Should the Covered Person suffer an Accidental Injury while on a Covered Trip which leaves him/her confined to a Hospital, and if due to this he/she is unable to return to his/her point of origin on the date originally scheduled, We will pay up to \$100 for domestic flights and up to \$200 for international flights associated with a ticket change for the Covered Person's flight. This coverage will be payable on tickets which have a scheduled return date. This benefit does not cover conditions or events that, on the date the Covered Person left, are either known or known to be likely to occur.

#### **Emergency Medical and Dental Expense Benefit**

##### **Description of Benefits**

If the Covered Person suffers from an Accidental Injury that occurs while on a Covered Trip and Medically Necessary treatment is required, the Emergency Medical and Dental Expense benefit is provided under the Policy up to the amount shown in the Schedule of Benefits. Initial treatment must take place during the Covered Trip. We will pay the Reasonable and Customary fee for Medically Necessary medical, surgical and dental treatment, and ground, air or water ambulance services. Care must be received from a medical provider authorized by Us.

The Covered Person will be provided with a 24-Hour Travel Assistance Hotline. If the Covered Person is admitted to a Hospital or clinic as an inpatient, the Covered Person must make an effort to notify Us within 48 hours of admission in order to confirm the conditions of coverage. The Covered Person must ask the treating Physician or facility to contact Us immediately so We can confirm coverage and arrange direct payment of the covered medical expenses.

##### **Medical Benefit**

If the Covered Person's Accidental Injury results in such Medically Necessary expenses as shown below, We will pay for the Reasonable and Customary expense incurred within 60 days

from the date of the Accidental Injury subject to the limits provided for in the Policy and shown in the Schedule of Benefits. Benefits payable will not exceed the Reasonable and Customary amounts. The first expense must be incurred within 48 hours of the initial Occurrence of the Accidental Injury and outside of the 150-mile radius from the Covered Person's Permanent Residence.

Such Medically Necessary expenses must be for:

1. Treatment by a Physician;
2. Medical services provided in a Hospital;
3. The use of an ambulance within 48 hours of the initial Occurrence of the Accidental Injury.

#### **Dental Benefit**

If the Covered Person's Accidental Injury results in Medically Necessary dental care, including any dental surgery, benefits are limited to Reasonable and Customary expenses incurred for the treatment of natural teeth only during a Covered Trip. The first expense must be incurred within 48 hours of the initial Occurrence of the Accidental Injury and outside of the 150-mile radius from the Covered Person's Permanent Residence. All benefits for dental care, including dental surgery, cease at the end of the Covered Trip.

#### **We will not pay evacuation, repatriation or medical and dental expenses for:**

1. Experimental procedures;
2. Benefits which the Covered Person is entitled to under any Worker's Compensation act;
3. Any surgical or medical treatment which can reasonably be delayed until the Covered Person returns to or arrives at either a Temporary or Permanent Residence;
4. Any treatment or medication which at the time of departure is required to be continued during the Covered Trip;
5. Any repatriation of mortal remains costs not authorized by Us;
6. The additional cost of a single or private room at a Hospital except when the Physician treating the Covered Person considers it Medically Necessary;
7. Any dental appliance, any dental or medical prosthesis, hearing aids, contact or corneal lenses, or prescription glasses or spectacles to include any examination of the eyes for these purposes;
8. Cosmetic surgery, except surgery that is reconstructive, incidental and related to an Accidental Injury;
9. Foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet;
10. Care in connection with the detection and correction, by manual or mechanical means, of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column;
11. Treatment provided in a government Hospital;
12. Rest, spa or bath cures, nursing home or custodial care;
13. Any transportation other than the medical evacuation/repatriation arranged by Us or use of an ambulance within 48 hours of the initial Occurrence of the Accidental Injury.

#### **Additional Exclusions Applicable to Emergency Medical Evacuation/Repatriation and Emergency Medical and Dental Expense**

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. Any General Exclusion;
2. As applicable to the Emergency Medical and Dental Expense Benefit only, pre-existing conditions as defined in the Pre-Existing Conditions Exclusion with the exception of those pre-existing conditions waived and congenital anomalies of a Dependent child who is a Covered Person;
3. Any mental or emotional condition, whether diagnosed or undiagnosed;

4. Any addiction to drugs, alcohol, prescribed or non-prescribed medication or any other substance;
5. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for Complications of Pregnancy;
6. Suicide, attempted suicide or intentionally self-inflicted injury while sane;
7. Consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the loss occurred;
8. Being under the influence of any drug unless taken as prescribed or administered on the advice of a Physician or Dentist;
9. Operating or learning to operate any aircraft as pilot or serving as a crew member;
10. Operating a motor vehicle without a current and valid operator's license (except in a Driver's Education Program);
11. Participation in professional sporting events (including training);
12. Fighting, brawling or injury from a firearm or knife or any other lethal instrument during a fight or brawl unless acting in self defense;
13. A condition:
  - a. For which a Covered Person is either receiving or on a waiting list to receive treatment,
  - b. With respect to which a Covered Person has received a terminal prognosis,
  - c. Which has caused a medical practitioner to advise against traveling or for which the Covered Trip is undertaken solely for the purpose of obtaining medical treatment;
14. Any activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations.

### **Premiums**

#### **Designated Trip Payment Plan**

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

### **Coordination of Benefits**

This Coordination Of Benefits, "COB", provision applies to This Plan when a Covered Person has health care coverage under more than one Plan.

If this COB provision applies, the Order of Benefit Determination Rules shall be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan:

1. Shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another Plan; but
2. May be reduced when, under the order of benefit determination rules, another Plan determines its benefits first.

### **Definitions**

**Allowable Expenses** are any necessary, regular, and customary expense, all or part of which is covered by one or more Plans covering the Covered Person. Allowable Expenses to a Secondary Plan include the amount of any coinsurance or deductible or otherwise allowable expenses which is not paid by the Primary Plan. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

**Claim Determination Period** means a calendar year or a portion thereof during which the Covered Person is covered by This Plan.

**Plan** means any plan providing benefits or services for, or because of, medical or dental care or treatment through:

1. Group or blanket insurance or coverage; or
2. Governmental plan or any coverage required or provided by law except Medicaid or Medicare.

**Primary Plan/Secondary Plan** means the order of benefit determination rules which state whether This Plan is a Primary Plan or a Secondary Plan as to another Plan covering the Covered Person. When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits. When there are more than two Plans covering the Covered Person, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.

**This Plan** means the Emergency Medical and Dental Expense and Emergency Medical Evacuation/Repatriation coverage.

#### **Order of Benefit Determination Rules**

When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of another Plan unless:

1. The other Plan has rules coordinating its benefits with those of This Plan; and
2. Both those rules and This Plan's rules below require that This Plan's benefits be determined before those of the other Plan.
  - a. This plan determines its order of benefits using the following rules which applies:
    - i. Non-dependent/dependent-A Plan that covers a Covered Person as other than a Dependent computes its benefits before a Plan that covers the Covered Person as a Dependent;
    - ii. Dependent child/Parents not separated or divorced-except as stated in subparagraph a.iii. below, when This Plan and another Plan cover the same child as a Dependent of different persons called "Parents," the Plan shall determine the benefits before those of the other Plan shall be determined by reference to the respective Birthdays of the parents. For purposes of making this determination, "Birthday" shall mean the month and day in a calendar year, not the year, in which the person was born. The rules to be used in making the determination of the order of benefits are:
      1. The benefits of the Plan of the Parent whose Birthday falls earlier in a year are determined before those of the Plan of the Parent whose Birthday falls later in that year; but
      2. If both Parents have the same Birthday, the benefits of the Plan which covered the Parent longer are determined before those of the Plan which covered the other Parent for a shorter period of time;
      3. However, if the other Plan does not have the rule described in (1) immediately above, but instead, has a rule based upon the gender of the Parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
    - iii. Dependent child/separated or divorced Parents-if two or more Plans cover a person as a Dependent child of divorced or separated Parents, benefits for the child are determined in this order:
      1. First, the Plan of the Parent with custody of the child;
      2. Then, the Plan of the spouse of the parent with custody of the child; and
      3. Finally, the Plan of the parent not having custody of the child.
      4. However, if the specific terms of a court decree state that one of the Parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide benefits of the Plan of that Parent has actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply with respect to any Claims Determination Period or

Plan year during which any benefits are actually paid or provided before the entity has the actual knowledge.

- iv. Longer/shorter length of coverage-if none of the above rules determines the order of benefits, the benefits of the Plan which covered a Covered Person longer are determined before those of the Plan which covered that Covered Person for the shorter time.

When this provision reduces the total amount of benefits otherwise payable for a Covered Person covered by This Plan during a Claim Determination Period, each benefit that would be payable absent this provision is reduced proportionately, and the reduced amount is charged against the applicable benefit amount of This Plan.

#### **Right to Necessary Information**

We may require certain information in order to apply this provision with other Plans. We reserve the right to release or obtain from any insurance company, organization or person with a legitimate interest any information allowed by law that is reasonably needed to implement this provision. At Our request, the Covered Person will furnish Us with information We need to determine payment of benefits under this provision.

#### **Facility of Payment**

If a payment made under another Plan may include an amount which should have been paid under This Plan, We may pay that amount to the organization which made that payment. The amount We pay is then considered as a benefit payment by This Plan. We are fully discharged from liability under This Plan to the extent of that payment.

#### **Right of Recovery**

If the amount of the payments We make is more than We should have paid under this COB provision, We may recover the excess from one or more of the persons We paid or for whom We have paid, insurance companies or other organizations.

### **Claims**

#### **Notice of Claim**

Within 30 days after a covered loss occurs, notice of claim must be given to Us. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice must contain the Covered Person's name, Certificate of Insurance identification number and a brief description of the loss and associated expenses. Notice of all claims must be given to Global Travel Shield, P.O. Box 792, Golden, CO 80402-0792 or by calling 1-800-332-4899 within the United States or collect to 1-(303)-273-6497 from anywhere else.

#### **Claim Forms**

Upon notice of claim, the Covered Person will be sent forms to file proof of loss. All information and evidence required by Us shall be furnished at the Covered Person's or personal representative's expense and shall provide such forms and of such nature as We may prescribe. If the forms are not sent within 15 days after We receive notice, then the Covered Person must meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss. This must be sent to Us within 90 days after the date the loss occurs. If it is not reasonably possible to give Us written proof within 90 days, We will not reduce or deny a claim for this reason, if proof is filed as soon as reasonably possible.

#### **Proof of Loss**

Proof of loss must describe the incident, extent and the type of loss. Other documents may be requested by Us. A police motor vehicle accident report or a police incident report, if applicable, may be used to support proof of loss reports. We reserve the right to request additional information.

If the claim is for a continuing loss for which We make periodic payments, the claimant must give Us written proof of loss within 90 days after the end of each period for which benefits are payable.

For any other loss, written proof must be given to Us within 90 days after the loss. If proof of loss cannot be given by that time, it must be given as soon as reasonably possible. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

### **Payment of Claims**

Claims for benefits provided by this Plan, other than those which provide periodic payment, will be paid within 45 calendar days upon receipt of a Clean written Claim or 15 calendar days upon receipt of a Clean Electronic Claim. If not paid within that time period, the claim shall be considered overdue. Benefits that provide for periodic payment will be paid monthly.

**Clean Claim** means a claim for payment of covered health care expenses that is submitted to Us on Our claim form using the most current published procedural codes, with all the required fields completed with correct and complete information in accordance with Our claim filing requirements.

**Electronic Claim** means the transmission of data for purposes of payment of covered health care services in an electronic data format specified by Us.

All benefits are paid directly to the Covered Person, except for medical benefits which may be paid directly to the provider of medical services.

Any payment that We make in good faith will fully discharge Us to the extent of that payment.

## **TRIP CANCELLATION/INTERRUPTION**

### **Definitions**

**Covered Trip** means a period of one-way or round-trip travel by Common Carrier Conveyance whose purpose is business or pleasure and is not to obtain medical care of any kind, which has defined departure and return dates and which does not exceed 365 consecutive days from the date of departure. If the Covered Trip exceeds 365 consecutive days, only the first 365 days will be covered.

**Financial Default** means the complete suspension of operations due to financial situations, whether or not a bankruptcy petition is filed, or partial suspension of operations after the filing of a bankruptcy petition.

**Terrorist Incident** means an act, outside the context of declared or undeclared war or of any form of unrest or civil disturbance, committed by one or more persons, neither enlisted nor commissioned in the armed forces of any nation state, for the express or implied purpose of achieving a political, ethnic, or religious goal which causes physical damage to humans, property or infrastructure.

### **Description of Benefits**

Trip Cancellation provides benefits for expenses the Covered Person incurs for Covered Trips cancelled up to the time and date of the Covered Trip Departure Date. Trip Interruption coverage provides benefits for expenses the Covered Persons incur for Covered Trips that are interrupted on or after the time and date of the Covered Trip Departure Date.

We will pay this benefit if the Covered Person's Covered Trip is cancelled or interrupted as a result of any of the following reasons:

1. Unexpected or unintended injury, illness or disease:
  - a. Which is so disabling, in the written opinion of a Physician or Dentist, as to reasonably cause the Covered Person to interrupt or cancel his/her Covered Trip;
  - b. Occurring to a Family Member or Traveling Companion that is considered life threatening; or
  - c. Occurring to a Family Member or Traveling Companion who requires the Covered Person's care.

The injury, illness or disease must require examination or treatment by a Physician prior to the cancellation or interruption of the Covered Trip. The Covered Person must notify the appropriate travel supplier(s) of the Covered Person's cancellation or interruption within 48 hours of a medical exam or treatment, unless the condition prevents it, and then as soon as possible. Failure to do so will result in a claim payment which is less than the penalty imposed for cancellation if the amount of the penalty was increased by the Covered Person's failure to notify the appropriate travel supplier within the required time frame;
2. Death of a Covered Person, Family Member or Traveling Companion if the death occurs within 30 days of the Covered Persons' scheduled Covered Trip Departure Date (but after the Covered Trip is purchased) or during the Covered Trip;
3. Unexpected or unintended circumstances, which are those events or consequences that could not have been reasonably foreseen or expected by the Covered Person, are outside the Covered Person's control and reasonably and substantially impair the Covered Person's ability to travel. These circumstances must be other than injury, illness, disease, death, Financial Default or any coverage exclusion. For active duty members of the United States Armed Forces, unexpected or unintended circumstances will include official (written) revocation by a Unit Commanding Officer of previously approved (written) leave which is not due to war-related situations, full or partial mobilization or mass reassignment of Armed Forces personnel or invocation of the War Powers Act;
4. Unforeseeable, unexpected or unintended Financial Default or bankruptcy of any tour operator, hotel, resort, rental car company, other travel supplier or Common Carrier Conveyance, whose services or products constitute all or part of the Covered Person's Covered Trip. Financial Default occurring on, before or less than seven days after the Coverage Effective Date of Trip Cancellation is not covered;
5. Supplier default; however, full coverage will be available only to those Covered Persons who do not travel on excluded suppliers and who purchase Trip Cancellation/Interruption coverage within 14 days of his/her initial trip payment;
6. Adverse weather or natural disasters resulting in the complete cessation of travel services for at least 24 hours;
7. Unexpected or unintended labor disputes resulting in the complete cessation of travel services for at least 24 hours;
8. The Covered Person's Permanent or Temporary Residence becoming uninhabitable due to fire, flood, vandalism, burglary or natural disaster;
9. The Covered Person, Family Member or Traveling Companion being subpoenaed, required to serve on a jury or served with a court order, hijacked or quarantined prior to the Covered Trip Departure Date;
10. The Covered Person, Family Member or Traveling Companion being the victim of a felonious assault within 10 days prior to the Covered Trip Departure Date. Felonious assault is defined as an act of violence against a Covered Person, Family Member or Traveling Companion requiring medical treatment in a Hospital. A cancellation or interruption due to a felonious assault inflicted by a Covered Person or a Family Member is not covered;
11. Unforeseeable, unintended or unexpected termination or layoff of employment by a Covered Person's employer provided the Covered Person was continuously employed by the employer as a full or part-time permanent employee for two years prior to the termination or layoff;
12. A Covered Trip delay that results in the loss of more than 50% of the Covered Person's scheduled Covered Trip length. Covered Trip delay as it applies to this 50% loss of Covered Trip length includes: missed connections, delayed flight departure, flight cancellation, denied boarding, traffic accident while commuting to a departure, Common Carrier Conveyance

caused delays, lost or stolen passports, quarantine, hijacking, unannounced strike, natural disaster, or a civil disorder. Coverage will include transportation to a Permanent or Temporary Residence;

13. Common Carrier Conveyance caused delays due to adverse weather or as the result of labor disputes that affect public transportation;
14. Travel arrangements cancelled by a tour operator or Common Carrier Conveyance due to adverse weather or as a result of labor disputes that affect public transportation;
15. Required and mandatory evacuation ordered by local authorities at the Covered Person's final destination due to hurricane or other natural disaster. The Covered Person must have at least 50% of the total Covered Trip length remaining on such Covered Trip at the time the mandatory evacuation ends in order to cancel or interrupt such Covered Trip;
16. A Terrorist Incident in the Covered Person's city of destination occurring after the Coverage Effective Date. The Covered Person must be scheduled to arrive in that city within 30 days following the Terrorist Incident.

#### **What Are Covered Expenses under Trip Cancellation/Interruption Coverage**

A maximum benefit of up to the amount shown in the Schedule of Benefits is provided to cover certain expenses listed below which are related to Trip Cancellation/Interruption. Covered expenses mean:

1. Forfeited, published, nonrefundable payments or deposits incurred as a result of cancellation penalties imposed by tour operators and Common Carrier Conveyances, or change fees incurred in lieu of full penalties not including travel agency penalties. If the Covered Person's claim is covered due to the Pre-Existing Conditions Exclusion being waived, We will not pay any cancellation penalties to which the Covered Person was subject prior to the purchase of this coverage. If the Covered Person fails to notify the appropriate travel supplier(s) of the cancellation within 48 hours of becoming aware of the need to cancel, We will pay only the cancellation penalties the Covered Person was subject to at that time. If the Covered Person is unable to notify the appropriate travel supplier within 48 hours due to a medical condition, the Covered Person must notify them as soon as possible;
2. The charge incurred for an individual supplement if the Covered Person's Traveling Companion or Family Member's Covered Trip is cancelled, but the Covered Person's is not;
3. Unused, nonrefundable arrangements, made by the Covered Person;
4. The greater of:
  - a. Additional transportation expenses to the Covered Person's Permanent or Temporary Residence, less any refunds paid or payable, for one member of the Covered Person's traveling party, not to exceed the cost of economy airfare or first class airfare if the Covered Person's original tickets were first class; or
  - b. The value of the Covered Person's unused airfare if the Covered Person must return to a Permanent or Temporary Residence due to a covered loss;
5. Reasonable additional accommodation and economy class transportation expenses combined (up to \$150 per day) if the Covered Person, the Covered Person's traveling Family Member or a Traveling Companion must remain in the Hospital or has been certified as medically unable to travel. This benefit is provided for a maximum of five days;
6. The charge to return the Covered Person's vehicle to a Permanent or Temporary Residence if it is necessary for the Covered Person to interrupt the Covered Trip and return to a Permanent or Temporary Residence via alternate transportation as a result of a covered loss;
7. Reasonable, additional economy class transportation expenses needed to reach the Covered Person's return destination or to travel from the place the Covered Trip was interrupted to the place where the Covered Person can rejoin the Covered Trip and the unused portion of any nonrefundable land, sea and air arrangements that were paid as part of the Covered Trip.

#### **Additional Exclusions Under Trip Cancellation/Interruption Coverage**

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. Any General Exclusion;
2. Common Carrier Conveyance-caused delays except as provided elsewhere in this coverage;

3. Travel preparations cancelled by a tour operator or Common Carrier Conveyance except as provided elsewhere in this coverage;
4. Changes in plans for reasons other than those specifically listed in this coverage;
5. Inability to obtain necessary travel documents (passports, visas, etc.), or being detained or having property confiscated by any customs authority;
6. Financial circumstances, for example personal bankruptcy, of the Covered Person, a Family Member, or Traveling Companion;
7. Business or contractual obligations of the Covered Person, a Family Member, or Traveling Companion;
8. Financial Default of the entity from whom the Covered Person purchased this insurance or of the travel agent through which the Covered Person made travel preparations, if the travel agent distributes this product for Us;
9. Any prohibition by or regulation of the government;
10. An event which happens prior to the Coverage Effective Date;
11. Pre-existing conditions as defined in the Pre-Existing Conditions Exclusion with the exception of those pre-existing conditions waived;
12. Suicide, attempted suicide or intentionally self-inflicted injury while sane;
13. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for Complications of Pregnancy.

### **Premiums**

#### **Designated Trip Payment Plan**

The applicable single-trip premium will be due on the Coverage Effective Date.

### **Duties of the Covered Person In The Event Of A Loss**

The Covered Person must provide Us with documentation of the cancellation, interruption or delay and proof of the expenses incurred within 90 days or as soon as reasonably possible. Additionally, the Covered Person must provide proof of payment for the Covered Trip (cancelled checks, credit card statements, receipts, proofs of any refunds granted, copies of applicable tour operator or Common Carrier Conveyance cancellation policies/guidelines, proof of age for each party claiming benefits and any other information reasonably required to prove the loss occurred). Claims that involve health care or death require a patient or representative of the patient to sign an authorization to release medical or other information and an attending Physician's statement. The Covered Person will be required to supply Us with all unused air, rail, cruise or other tickets, if they are claiming the value of those unused tickets.

## **TRIP DELAY**

### **Definitions**

**Business Effects** means property that is used for and during the course of the Covered Person's employment and which is tangible and has measurable cash value.

**Covered Trip** means:

1. A trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket; and
2. It is on a Scheduled Airline.

**Covered Expenses** mean:

1. Hotel accommodations;
  2. Transportation;
  3. Food; and
  4. Necessities, which include, on an emergency basis, personal articles and Business Effects.
- Total Covered Expenses may not exceed the benefit's per day limit and must be reasonable and necessary.

### **Description of Benefits**

We will reimburse the Covered Person for Covered Expenses incurred when no alternative onward transportation is made available to the Covered Person within 6 hours or by 11:00 p.m. of the same day (in the time zone of the missed connections, delayed flight, flight cancellation or denied boarding), whichever occurs first, as a result of:

1. The Covered Person's confirmed onward connecting Scheduled Airline flight for a Covered Trip being missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Airline flight;
2. The departure of a Covered Person's confirmed Scheduled Airline flight for a Covered Trip from any airport being delayed or cancelled; or
3. The Covered Person being denied boarding of the aircraft due to overbooking.

Coverage will not be provided for the denied boarding of the aircraft due to overbooking when the Covered Person voluntarily denies boarding the flight in exchange for an offer/coupon by the Scheduled Airline.

Payment will not exceed the daily amount shown in the Schedule or Benefits for a maximum of two days. Coverage will be paid under only one benefit for any one Occurrence.

#### **Additional Exclusions Applicable to Trip Delay**

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. Any General Exclusion;
2. Any act by customs or other governmental authority whether by voluntary consent, confiscation or requisition;
3. Riding in any capacity in a flying device other than as a passenger on a Scheduled Airline.

#### **Premiums**

##### **Designated Trip Payment Plan**

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

#### **Claims**

The Covered Person upon knowledge of any Occurrence likely to give rise to a claim shall immediately notify Us. All information and evidence required by Us shall be furnished at the expense of the Covered Person or his or her personal representative and shall be in such form and of such nature as We may prescribe. Notice of all claims must be given as soon as possible to Global Travel Shield, P.O. Box 792, Golden, CO 80402-0792, or call 1-800-332-4899 within the United States or collect to 1-(303)-273-6497 from anywhere else. The Covered Person must then complete documentation and sign the required claim form and return it to the address given above along with the requested documentation of loss. The claim form must be filed as soon as possible, but no later than six months following the date of loss. Requested documentation may include, but not be limited to:

1. Detailed hotel accommodation receipt(s);
2. Proof of Permanent Residence;
3. A copy of the airline ticket that includes the original booked ticket and the changed scheduled ticket;
4. Proof of the trip delay (such as a letter from the Scheduled Airline, newspaper clipping, weather report, police report or other evidence and proof of the expenses claimed as a result of the trip delay); or
5. Any other necessary expense receipts.

Note: This benefit is an EXCESS coverage. Claims for Trip Delay can be determined and paid only after the claim has been settled with and paid or denied by the Scheduled Airline responsible for the loss. If the airline pays the claim in full, such claim will not be subject to reimbursement under this benefit.

## BAGGAGE PROTECTION

### **Definitions**

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of the Scheduled Airline plane while on a Covered Trip. Once the Covered Person's body has completely exited the Scheduled Airline plane, he or she is no longer alighting.

**Baggage** means each Covered Person's suitcases or traveling bags, the contents of each, and the Covered Person's personal effects that the Covered Person brings on a Covered Trip.

**Boarding** means when a Covered Person is in the direct and immediate act of getting on and entering into the Scheduled Airline plane while on a Covered Trip.

**Business Effects** means property that is used for and during the course of the Covered Person's employment and which is tangible and has measurable cash value.

**Covered Trip** means:

1. A trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket; and
2. It is on a Scheduled Airline.

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with new material or property of like kind and quality as a result of physical loss, theft, pilferage, and significant damage or destruction to the Baggage. Deduction for depreciation of the item will also be taken into consideration.

### **Description of Benefits**

We will pay this benefit if the Covered Person's Baggage is unexpectedly and unintentionally lost, damaged or stolen while on the Covered Trip, provided the Covered Person has taken all necessary precautions to preserve, protect and recover the property insured.

### **Checked Baggage Benefit**

This benefit amount is paid for the Replacement Cost up to the amount shown in the Schedule of Benefits for checked Baggage while the Covered Person is riding solely as a passenger in, Boarding or Alighting from a Scheduled Airline plane. Bicycles are covered when checked as Baggage with a Scheduled Airline.

### **Carry-On Baggage Benefit**

This benefit is paid for the Replacement Cost up to the amount shown in the Schedule of Benefits for carry-on Baggage while the Covered Person is riding as a passenger in, Boarding or Alighting from a Scheduled Airline plane or while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Scheduled Airline plane.

### **Delayed Checked Baggage Benefit**

This benefit reimburses up to the amount shown in the Schedule of Benefits for the cost of replacing or renting, on an emergency basis, necessary personal articles and Business Effects contained in a Covered Person's accompanying checked Baggage when the checked Baggage is not delivered, due to fault by the Scheduled Airline, within three hours of the Covered Person's arrival at the Scheduled Airline destination. The Scheduled Airline destination must be other than an airport that services the Covered Person's Permanent Residence. Such emergency purchases or rentals must be made prior to arrival of the delayed checked Baggage at the Scheduled Airline destination and within the region serviced by that airport. Bicycles are covered when checked as Baggage with a Scheduled Airline.

### **Hotel/Motel Personal Property Benefit**

Benefits will be paid for the Replacement Cost to personal property and Business Effects if a loss occurs anywhere on the premises of a hotel or motel where the Covered Person is staying as a paying registered guest. Coverage is available when the Covered Person is staying at any hotel or motel immediately before leaving on, during, or immediately after arriving from a Covered Trip. This benefit is paid up to the Replacement Cost at the time of the loss of the covered property or the amount shown in the Schedule of Benefits, whichever is less.

### **Common Carrier Conveyance Benefit**

This benefit is paid for the Replacement Cost up to the amount shown in the Schedule of Benefits for checked and carry-on Baggage while the Covered Person is riding as a passenger in a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only when going directly to an airport for the purpose of Boarding a Scheduled Airline plane or when leaving from an airport directly after Alighting from a Scheduled Airline plane.

### **Additional Exclusions Applicable to Baggage Protection**

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. Any General Exclusion;
2. Any act by customs or other governmental authority whether by voluntary consent or by confiscation or requisition (except the Transportation Security Administration);
3. Mysterious disappearance (where there is an unknown time, place and manner of loss);
4. Defective workmanship, normal wear and tear and gradual deterioration.

***Checked Baggage; Carry-On Baggage; Hotel/Motel Personal Property; Common Carrier Conveyance:*** The Policy does not pay for umbrellas; hats; personal effects worn on the Covered Person at the time of loss; keys; cash or its equivalent; notes, accounts, bills, currency, deeds, food stamps or other evidences of debt or intangible property; credit cards and other travel documents (including passports and visas); securities; tickets and documents; eyeglasses, sunglasses, contact lenses; hearing aids, artificial teeth and limbs; prescription or non-prescription drugs; food; plants and animals; automobiles and equipment; motorcycles and motors; aircraft, boats or other conveyances; property shipped as freight or shipped prior to the Covered Trip Departure Date or check-in date.

***Delayed Checked Baggage:*** The Policy does not pay benefits for articles not contained in delayed checked Baggage; cash or its equivalent, notes, accounts, bills, currency, deeds, food stamps or other evidences of debt or other intangible property; credit cards and other travel documents (including passports and visas); securities; tickets and documents; food; prescription or non-prescription drugs; plants and animals; automobiles and equipment; motorcycles and motors; aircraft, boats or other conveyances; property shipped as freight or shipped prior to the Covered Trip Departure Date or check-in date.

### **Premiums**

#### **Designated Trip Payment Plan**

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

### **Claims**

#### **Checked Baggage Benefit\***

1. The Covered Person must promptly file a written report of the loss or damage with the airline, prior to leaving the terminal premises, and obtain a copy of the airline loss report.
2. The Covered Person must then call 1-800-332-4899 within the United States or collect to 1-(303)-273-6497 from anywhere else or write to Global Travel Shield, P.O. Box 792, Golden, CO 80402-0792 to obtain a claim form and instructions.

3. The Covered Person must then complete and sign the baggage claim form and return it with the form's requested documentation of loss. The claim form must be filed as soon as possible, but no later than 60 days following the date of loss.

**Carry-On Baggage Benefit\*/Common Carrier Conveyance Benefit\***

1. The Covered Person must promptly file a written report of the loss or damage with a local law enforcement agency, Common Carrier Conveyance or the Scheduled Airline, and obtain a copy of the report.
2. The Covered Person must then proceed as instructed under Checked Baggage above at 2 and 3.

In the event of a covered claim for Checked Baggage, Carry-on Baggage or Common Carrier Conveyance benefits, We will pay the lesser of:

1. The actual purchase price of the item;
2. The Replacement Cost of the item at the time of loss; or
3. For non-receipted items We will pay 75% of the Replacement Cost of the item at the time of loss.

\*These are excess coverage. The Policy is secondary to any coverage provided by a Common Carrier Conveyance, Scheduled Airline, or the Transportation Security Administration. Claims can be determined and paid only after the claim has been settled with and paid or denied by the Scheduled Airline, Common Carrier Conveyance or Transportation Security Administration. If a claim for Checked Baggage is completely denied under any primary coverage, such claim shall only be eligible for reimbursement under the Policy if the sole reason for complete denial is the specific exclusion of a particular item under the contract of coverage.

**Delayed Checked Baggage Benefit**

1. The Covered Person must promptly file a delayed checked Baggage report or Property Irregularity Report with the airline prior to leaving the terminal premises and obtain a copy of the report.
2. The Covered Person must allow three hours from the time of arrival at the Scheduled Airline destination for delivery of the delayed checked Baggage. If the delayed checked Baggage is not received within three hours, the Covered Person may purchase or rent clothing, toiletries or other necessary replacement articles on an emergency basis. Receipts for such purchases and rentals must be furnished when presenting the claim.
3. The Covered Person must, as soon as reasonably possible but not later than 30 days from the date of travel, call the toll-free number or write Us as provided in Checked Baggage.
4. The Covered Person must then proceed as instructed under Checked Baggage above at 2 and 3.

If a claim is made and a settlement received under Delayed Checked Baggage, the Covered Person cannot also make a claim, for the same or similar items not recovered, under the Checked Baggage benefit.

**Hotel/Motel Personal Property Benefit**

1. The Covered Person must promptly file a written report of the loss or damage with the hotel/motel or with a local law enforcement agency, and obtain copies of the report.
2. The Covered Person must then proceed as instructed under Checked Baggage above at 2 and 3.

The Hotel/Motel Personal Property benefit is excess to innkeeper's liability insurance. Claims can be determined and paid only after the claim has been presented to the hotel/motel where the loss occurred, and a determination of the liability has been given in writing to the Covered Person by that hotel/motel or the insurance company providing innkeeper's liability insurance to that hotel/motel.

## AIRFLIGHT INSURANCE

**Definitions**

**Alighting** means when a Covered Person is in the direct and immediate act of moving down, out, or off of the Scheduled Airline plane while on a Covered Trip. Once the Covered Person's body has completely exited the Scheduled Airline plane, he or she is no longer alighting.

**Beneficiary** means the person or entity designated on forms and in a manner approved by Us to receive benefits in the event of death. If no person or entity is designated, the Beneficiary will be determined by the terms of the Certificate of Insurance.

**Boarding** means when a Covered Person is in the direct and immediate act of getting on and entering into the Scheduled Airline plane while on a Covered Trip.

**Covered Trip** means:

1. A trip taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket; and
2. It is a trip on a Scheduled Airline.

**Dismemberment** means, with reference to hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident, and as used with reference to eye, means the irrecuperable loss of the entire sight thereof as a result of an Accident.

**Home Care** means care provided by a certified home health care agency which follows a home health care plan approved in writing by the Physician. Eligible benefits may include, but are not limited to, the following:

1. Part-time or intermittent home nursing care by or under the supervision of a registered professional nurse (R.N.);
2. Part-time or intermittent home health aide services which consist primarily of caring for the patient;
3. Physical, occupational or speech therapy if provided by the home health care service or agency; or
4. Medical supplies, drugs and medications prescribed by the Physician.

Each visit by a member of a home health care agency is considered one Home Care visit, and up to 4 hours of Home Care service is considered one Home Care visit.

**Reasonable Medical Expenses** means the charges made for the following Medically Necessary services and supplies as the direct result of an Accidental Injury:

1. Hospital room and board, supplies and services;
2. Surgical procedures or medical treatment by a Physician or Dentist; and
3. Private duty services of a licensed practical or registered nurse while Hospital confined.

Such expenses may not exceed the Reasonable and Customary charges in the geographic area involved.

**Residence** means either the Covered Person's Permanent Residence or Temporary Residence.

**Description of Benefits**

<b>BENEFIT AMOUNT (% of amount shown in Schedule of Benefits)</b>	
<b>ACCIDENTAL DEATH</b> .....	100%
<b>DISMEMBERMENT</b>	
Loss of both hands or both feet.....	100%
Loss of one hand and one foot.....	100%

Loss of entire sight of both eyes.....	100%
Loss of the entire sight of one eye and one hand or one foot...	100%
Loss of one hand or one foot.....	50%
Loss of the entire sight of one eye.....	50%
<b>REASONABLE MEDICAL EXPENSES.....</b>	<b>10%</b>
<b>HOME CARE.....</b>	<b>40 visits</b>

**Accidental Death or Dismemberment Benefit**

If a Benefit Amount is payable under the When Benefits Are Payable provision, We will pay the applicable Benefit Amount if a Covered Person suffers an Accidental Death or Dismemberment. The Accidental Death or Dismemberment must occur within 100 days of the date of the Accident that caused the Accidental Death or Dismemberment. We will pay benefits for the greatest loss, either Accidental Death or one category of Dismemberment, sustained by the Covered Person as the result of any one Occurrence.

**Medical Expense For Accidental Injury Benefit**

If a Benefit Amount is payable under the When Benefits Are Payable provision, We will pay up to the maximum of the applicable Benefit Amount for Reasonable Medical Expenses incurred due to, and within 365 days of, any Covered Person's Accidental Injury. Reasonable Medical Expenses are covered up to 10% of the enrolled benefit level.

**Home Care Benefit**

If a Benefit Amount is payable under the When Benefits Are Payable provision, We will pay up to the applicable Benefit Amount for Medically Necessary Home Care expenses incurred due to, and within 365 days of, a Covered Person's Accidental Injury. Benefits for Home Care are payable only if Hospital confinement or confinement to a facility providing nursing care would otherwise have been required.

**When Benefits Are Payable**

**Scheduled Airline Benefit**

This benefit is payable if the Covered Person suffers an Accidental Death, Accidental Injury or Dismemberment while riding solely as a passenger in, or while Boarding or Alighting from a Scheduled Airline flight on a Covered Trip.

**Common Carrier Conveyance Benefit**

During the Period of Coverage, this benefit is payable if the Covered Person suffers an Accidental Death, Accidental Injury or Dismemberment while riding solely as a passenger in a land Common Carrier Conveyance or a scheduled helicopter operated as a Common Carrier Conveyance, but only when going directly to an airport for the purpose of immediately Boarding a Scheduled Airline plane on a Covered Trip, or when leaving directly from an airport immediately after Alighting from a Scheduled Airline plane on a Covered Trip.

**Airport Premises Benefit**

During the Period of Coverage, this benefit is payable if the Covered Person suffers an Accidental Death, Accidental Injury or Dismemberment while upon any airport premises designated for passenger use, but only when the Covered Person is upon such premises immediately before Boarding or immediately after Alighting from a Scheduled Airline plane on a Covered Trip.

**Exposure and Disappearance Benefit**

Coverage will be provided for an Accidental Death, Accidental Injury, or Dismemberment as a result of the Covered Person being unavoidably exposed to the elements because of the disappearance, sinking, or wrecking of a Scheduled Airline plane while on a Covered Trip.

If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident involving the disappearance, sinking or wrecking of the Scheduled Airline plane on which the Covered Person was a passenger while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Policy.

#### **Additional Exclusions Applicable to Airflight Insurance**

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by any of the following:

1. Any General Exclusion;
2. Suicide, attempted suicide or intentionally self-inflicted injury while sane;
3. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for Complications of Pregnancy;
4. Cosmetic surgery, except cosmetic surgery that is reconstructive, incidental and related to an Accidental Injury or Dismemberment;
5. Consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the loss occurred;
6. Being under the influence of any drug unless taken as prescribed or administered on the advice of a Physician or Dentist;
7. Operating or learning to operate any aircraft as pilot or serving as a crew member;
8. Any disease, illness or infirmity;
9. Pre-existing conditions as defined in the Pre-Existing Conditions Exclusion with the exception of those pre-existing conditions waived;
10. Any activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations.

#### **Premiums**

##### **Designated Trip Payment Plan**

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

#### **Beneficiary**

You may name any person(s) to be Your Beneficiary or change Your Beneficiary at any time. For a Beneficiary designation to become effective, a written request on Our Beneficiary Designation form or on the enrollment request must be completed and filed with Us. To receive a Beneficiary Designation form, please contact Us at 1-800-332-4899. Any Beneficiary designations or changes made will take effect as of the date of the signed request. If death occurs prior to the date We receive and record the change, payment will be made to the new Beneficiary. The prior Beneficiary's interest ends the date the new designation takes effect. If more than one Beneficiary is named without stating their respective interest, they will share equally.

#### **Claims**

##### **Notice of Claim**

The Covered Person or someone on his or her behalf must send Us written notice of claim within 30 days after the Occurrence which results in eligibility for payment of a Policy benefit or as soon as reasonably possible. Notice must be sent to Global Travel Shield, PO Box 792, Golden, CO 80402-0792 or call at 1-800-332-4899. The notice should include the Covered Person's name, Certificate Identification Number and an address to which the claim form should be sent.

##### **Claim Forms**

When We receive notice of claim, We will furnish the claimant with forms for filing proof of loss. If the claimant does not get the forms within 15 days, proof of loss can be filed without them. The claimant must send Us a letter which describes the Occurrence, the character and the extent of the loss for which the claim is made. This letter must be sent to Us within the time period stated in the next paragraph.

### **Proof of Loss**

We must receive written proof of loss within 90 days after the date of the loss or as soon as is reasonably possible. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.

We will pay benefits immediately, within 45 calendar days, upon receipt of a Clean written Claim or 15 calendar days upon receipt of a Clean Electronic Claim.

**Clean Claim** means a claim for payment of covered health care expenses that is submitted to Us on Our claim form using the most current published procedural codes, with all the required fields completed with correct and complete information in accordance with Our claim filing requirements.

**Electronic Claim** means the transmission of data for purposes of payment of covered health care services in an electronic data format specified by Us.

### **Payment of Claims**

Accidental Death benefits will be paid to the designated Beneficiary. Benefits for all other losses sustained will be paid to the Covered Person, if living, otherwise to the designated Beneficiary. If more than one Beneficiary is designated and You have failed to specify the Beneficiaries' respective interests, the designated Beneficiaries will share equally. If no Beneficiary has been designated, or if the designated Beneficiary does not survive the Covered Person, the benefits will be paid to the surviving person or equally to the surviving persons in the first of the following classes of successive preference beneficiaries in which there is a living member:

1. Spouse or Domestic Partner;
2. Children, equally per stirpes; or
3. The estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference beneficiaries. Payment based upon any such affidavit will fully discharge Us from all obligations under the Policy unless, before such payment is made, We have received written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the guardian of the estate of the minor.

If a benefit not exceeding \$1,000 is payable to an estate or a minor, We may pay such benefit to any relative by blood or with a connection by marriage to the Covered Person who is deemed by Us to be entitled. Any payment We make in good faith shall fully discharge Us to the extent of such payment.

### **Settlement Method**

Accidental Death and Dismemberment benefits will be paid in a single, lump sum.

## **24-Hour Accidental Death Insurance**

### **Definitions**

**Covered Trip**, under this 24-Hour Accidental Death Insurance benefit only, means a Covered Person's travel during the Period of Coverage, which includes Scheduled Airline travel. The Covered Trip begins at 12:01 a.m. on the Covered Trip Departure Date and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date, provided the Covered Person actually uses the Scheduled Airline ticket, unless an Accidental Death occurs prior to the travel.

If a Covered Person travels on a Covered Trip to a Temporary Residence, the Covered Person will not be covered beginning at 12:01 a.m. on the 46<sup>th</sup> day of the Covered Trip and ending at

12:01 a.m. on the date the Covered Person departs from the Temporary Residence to conclude the Covered Trip.

### **Coverage Requirements**

We will provide the following Accidental Death Insurance coverage to any Covered Person named on the enrollment form for which premium has been paid, the Airflight Insurance benefit is selected and We have received and validated an enrollment for this benefit. This coverage is not offered as a stand-alone benefit under the Policy and is hereby included in the Airflight Insurance benefit only.

### **Description of Benefits**

The Company will pay, subject to all the terms and limitations herein, an Accidental Death benefit equal to \$150,000 if a Covered Person's Accidental Death occurs within 100 days from the date of the Accident which caused the Accidental Death and the Accident occurs during a Covered Trip; provided this benefit will not be payable if an Accidental Death benefit is payable with respect to the Covered Person under the Scheduled Airline Benefit, Common Carrier Conveyance Benefit, Airport Premises Benefit or Exposure and Disappearance Benefit.

The Company will pay, subject to the further terms and limitations of the Policy and not in addition to any other Accidental Death benefit payable under Airflight Insurance, the applicable Accidental Death Insurance benefit amount of \$150,000 if:

1. The Covered Person is unavoidably exposed to the elements during a Covered Trip, and if as a result of such exposure the Covered Person's death occurs, that death will be deemed an Accidental Death which occurred during the Covered Trip; or
2. If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Policy.

All other provisions of the Airflight Insurance coverage apply that are not inconsistent with this 24-Hr Accidental Death Insurance benefit.

## **24-HOUR TRAVEL ASSISTANCE HOTLINE**

All Covered Persons under the Policy are eligible to use the 24-Hour Travel Assistance Hotline benefit.

### **Support Services Provided**

Emergency Assistance- If a Covered Person needs emergency assistance for a covered Occurrence under the Policy, the Covered Person can call 1-800-332-4899 within the United States or collect to 1-(303)-273-6497 from anywhere else 24 hours a day, 7 days a week within the United States. Please have the Identification Number, local telephone number, location and details of the situation readily available. We will confirm the Covered Person's eligibility and assist the Covered Person with the situation.

If the Covered Person's emergency needs call for immediate attention, he/she should acquire local assistance and then contact the Travel Assistance Hotline as soon as the Covered Person is reasonably able to do so. The Travel Assistance Hotline provider will do everything possible to assist the Covered Person immediately upon calling. Unfortunately, there are occasional situations beyond Our control that make providing support difficult. Our assistance providers will make every possible attempt to service the Covered Person during his/her emergency. Our assistance provider's staff will do its very best to refer the Covered Person to appropriate and reputable providers located nearest him/her. However, Our assistance provider and We cannot

be held liable for the outcome or quality of the care the Covered Person receives from these independent practitioners.

### **Support Service Availability**

The assistance provider will have 24-hour availability, 7 days a week, and becomes available when the Covered Person actually initiates his/her Covered Trip. Hotline services expire the earliest of: midnight on the day the plan expires, when the Covered Person reaches his/her return destination or when the Covered Person completes his/her Covered Trip.

### **Basic Inquiries**

Basic Inquiry- We will field calls from the Covered Person about contact numbers, general questions and any other non-emergency questions.

Benefits Inquiry- If the Covered Person should have questions about the specific benefits of this service, We will provide the information requested.

Service Only- If the Covered Person is in need of a general service that is not specifically listed, but is still attainable, We will do our best to provide this service.

### **Financial Assistance**

Alternate Cash Source-We are capable of locating ATM's around the United States and in many foreign cities.

### **Pre-trip Planning**

Pre-trip Assistance – Before leaving on a Covered Trip, We can provide the Covered Person with information on the particular country they will be traveling to, such as passport/visa requirements, inoculations, and travel warnings.

Consulate/Embassy Referral– We will provide the Covered Person the address and/or phone number of the local embassy or consulate.

Weather Inquiry–This benefit provides the Covered Person with weather forecasts for destinations around the world. We can provide month-to-month averages as well as a short-term detailed forecast.

Foreign Exchange Rates – We are able to provide timely foreign exchange rates throughout the world.

Visa/Passport Requirements–We can provide the Covered Person with the entry requirements for destinations around the world.

Inoculation Information–We will provide the Covered Person with inoculation recommendations that may be needed prior to traveling to his/her destination.

### **Medical Assistance Level I (Medical Referral)**

Medical Referral - If an emergency occurs during a Covered Trip that requires the Covered Person to seek urgent and immediate medical advice, the Covered Person should contact the 24-hour hotline to obtain the names and telephone numbers of local qualified Physicians and Dentists that speak his/her language in the area. We are not providing medical advice but rather information; the ultimate choice to seek and accept medical care is the Covered Person's responsibility.

### **Medical Assistance Level II**

Medical Monitoring – If the Covered Person is hospitalized when traveling away from his/her Permanent Residence, Our medical advisors monitor the case from initial admission until discharge by maintaining close contact with the Covered Person's attending Physician, family Physician and family. Our medical advisors also help determine if adequate care is available locally, and if necessary, facilitate the evacuation of the Covered Person to the nearest appropriate medical facility.

**Other Assistance Services**

Lost Luggage/Document Assistance – We assist with the return of lost luggage by coordinating with the commercial carrier.

Legal Referral – We will provide the Covered Person with convenient legal referrals in his/her general area. The ultimate choice to seek and accept legal advice is the Covered Person's responsibility.

Urgent Message Relay – We will provide for the contact of family and/or friends in the event of an emergency situation while the Covered Person is traveling.

Telephone Interpretation/Translation–We provide emergency telephone translation services in major languages and also makes referrals to interpreter services.

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