Travel Protection provided exclusively for



Administered by

Quality Protection Worldwide

For Medical Assistance while traveling Call Toll Free: 888-268-2824 (Within the United States and Canada) or Call Collect: 603-328-1725 (From all other locations)

For questions or to report a claim, contact: Travel Insured International, Inc. P.O. Box 280568 East Hartford, CT 06128-0568 Customer Care & Claims 866-684-0218

Please contact Sixthman to report cancellation of travel plans first, prior to calling Travel Insured International to report your claim.

T-4054f (04.01.2012)

SIXTHMAN PROTECTION PLAN INDIVIDUAL SHORT TERM TRAVEL POLICY INSURANCE FOR MINNESOTA RESIDENTS MASTER CONTRACT NUMBER: 11TVL9281600 T-4054f (04.01.2012)

Underwritten by Arch Insurance Company, One Liberty Plaza, New York, NY 10006

ank D. Lyos

Mark D. Lyons President Martin J. Nilson Secretary

THIS PROGRAM IS ISSUED FOR A STATED TERM AS SHOWN IN YOUR ACCOMPANYING SCHEDULE OF COVERAGE AND SERVICES

This Policy is issued in consideration of your enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by Arch Insurance Company and herein referred to as the Company. This Policy is a legal contract between the Insured and the Company. It is important that You read your Policy carefully. Insurance benefits vary from program to program. Please refer to the Schedule of Coverage and Services as listed below. It provides You with specific information about the program You purchased.

SCHEDULE OF COVERAGE & SERVICES

Travel Protection Trip Cancellation Tri p Interruption Trip Delay -6 Hrs	Maximum Benefits Per Person Up to Trip Cost* Up to Trip Cost* \$750 (\$150/day)	
Missed Connection -3 Hrs	\$500	
Travel Accident Protection	on	
Accidental Death & Disme	mberment \$25,000	
Medical Protection		
Emergency Accident and Sickness Medical		
Expense	\$25,000	
Emergency Evacuation, Medically Necessary Repatriation,		
Repatriation of Remains	\$50,000	
Baggage Protection		
Baggage and Personal Eff	ects \$1000	
Limit Per Article	\$250	
Combined Limit – Va	aluables \$500	
Baggage Delay -24 Hrs	\$200	
Worldwide Assistance S	ervices	
Worldwide Assistance Ser	vices Included	
24-Hour Concierge Service	e Included	

*Up to the Trip Cost protected, up to a maximum of \$7,500

Optional Travel Accident Protection Optional Collision Damage Waiver CDW Optional Flight Accident Protection Accidental Death & Dismemberment Common Carrier (Air Only)

\$0

\$0

FOURTEEN-DAY LOOK

You may cancel insurance under the Policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your insurance; or (b) Your Scheduled Departure Date. If You do this, the Company will refund Your premium paid provided no Insured has filed a claim under the policy.

TABLE OF CONTENTS SECTION I – GENERAL PROVISIONS SECTION II- CLAIMS PROCEDURES AND PAYMENT SECTION III –COVERAGES SECTION IV- GENERAL DEFINITIONS SECTION V – GENERAL LIMITATIONS AND EXCLUSIONS

SECTION I. GENERAL PROVISIONS

The following provisions apply to all coverages: **LEGAL ACTIONS.** No legal action for a claim can be brought against the Company until sixty (60) days after the Company receives proof of loss. No legal action for a claim can be brought against the Company more than two (2) years after the time required for giving proof of loss. **CONTROLLING LAW.** Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law. **MISREPRESENTATION AND FRAUD.** Coverage as to an

Insured shall be void if, whether before or after a loss, the Insured has;

- with the intent to deceive and defraud, concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing, or
- b. concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the interest of the Insured therein, or if the Insured commits fraud or false swearing in connection with any of the foregoing and such misrepresentation, fraud or false swearing increases the risk of loss.

SUBROGATION. After the covered person has received a full recovery from another source, to the extent the Company pays for a loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the loss. This is known as subrogation. This right of subrogation is subject to subtraction for actual monies paid to account for the pro rata share of the covered person's

costs, disbursements, and reasonable attorney fees and other expenses incurred in obtaining the recovery from another source unless the Company is separately represented by an attorney. If the Company is separately represented by an attorney, the Company and the covered person may enter into an agreement regarding allocation of costs, disbursements and attorney fees. If an agreement on such allocation cannot be reached, the matter shall be submitted to binding arbitration.

Nothing in this section shall limit the Company's right to recover from another source which may otherwise exist in law.

The Company's subrogation rights do not apply against any person insured under any other Policy or coverage part issued by the Company with respect to the same occurrence or loss if the loss or occurrence arose out of non-intentional acts of such persons.

The Insured must help the Company to preserve its rights against those responsible for the loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

ASSIGNMENT. The Policy is not assignable, whether by operation of law or otherwise, but benefits may be assigned.

CANCELLATION

Cancellation by the Insured:

The Insured has the right to cancel the Policy at any time by giving advance notice to the Company (stating when thereafter the cancellation shall be effective). Cancellation by the Company:

The Company has the right to cancel the Policy at any time and for any reason within the first sixty (60) days. The Company will mail all notice of cancellation thirty (30) days prior to the effective date of cancellation on a Policy which has been in force sixty (60) days or less. A specific explanation for cancellation will be given. On a Policy which has been in force sixty-one (61) days or more, the Company will mail advance notice of cancellation sixty (60) days prior to cancellation.

After the Policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons:

- (a) Non-payment of premium;
- (b) The Policy was obtained through a material misrepresentation;
- (c) Any Insured violating any of the terms and conditions of the Policy;

(d) The risk originally accepted has measurably increased. All notices of cancellation will be mailed to the last mailing address known by the Company for the Insured. The Company will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation.

WHEN AN INSURED'S COVERAGE BEGINS. All coverage except Trip Cancellation will take effect at 12:01 A.M. local time, at the location of the Insured, on the Scheduled Departure Date provided:

- a) coverage has been elected; and
- b) the required premium has been paid.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at the location of the Insured, on the day after the required premium for such coverage is received by the Company or its authorized representative.

WHEN AN INSURED'S COVERAGE ENDS. An Insured's coverage will end at 11:59 P.M. local time on the date which is the earliest of the following:

- a) the Scheduled Return Date as stated on the travel tickets:
- b) the date the Insured returns to his/her origination point if prior to the Scheduled Return Date;
- c) the date the Insured cancels their Covered Trip;
 d) any Trip that exceeds 365 days.

EXTENDED COVERAGE. All coverage under the policy will be extended, if: (a) the Insured's entire Trip is covered by the policy; and (b) the Insured's return is delayed by covered reasons specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date the Insured reaches his/her Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed. **MODE OF PREMIUM.** The required premium must be paid

to the Participating Organization or its authorized representative prior to the Scheduled Departure Date of the Covered Trip.

ARBITRATION. Notwithstanding anything in the Policy to the contrary. If the Company and Insured mutually agree. any claim arising out of or relating to the Policy, or its breach, will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint. claims or defenses.

The following provisions will apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Accidental Death & Dismemberment, Air Common Carrier Accidental Death & Dismemberment, Common Carrier (Air Only), Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation, Repatriation of Remains, Collision Damage Waiver

SECTION II. CLAIMS PROCEDURES AND PAYMENT OF CLAIMS

The Company, or its designated representative, will pay a claim after receipt of acceptable proof of loss. Benefits for loss of life are payable to the Insured's beneficiary. If a beneficiary is not otherwise designated by the Insured benefits for loss of life will be paid to the first of the following surviving preference beneficiaries:

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

All other claims will be paid to the Insured. In the event the Insured is a minor, incompetent or otherwise unable to give a valid release for the claim, the Company may make arrangements to pay claims to the Insured's Legal guardian, committee or other qualified representative. All or a portion of all other benefits provided by the policy

All or a portion of all other benefits provided by the policy may, at the option of the Company, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to the Insured.

Any payment made in good faith will discharge the Company's liability to the extent of the claim. The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other Insurance Policies. In no event will the Company reimburse the Insured for an amount greater than the amount paid by the Insured.

NOTICE OF CLAIM. Written notice of claim must be given by the Claimant (either the Insured or someone acting for the Insured) to the Company or its designated representative within twenty (20) days after a covered loss first begins or as soon as reasonably possible. Notice should include the Insured's name, the Participating Organization's name and the Policy number. Notice should be sent to the Company's administrative office, at the address shown on the cover page of the Policy, or to the Company's designated representative.

PROOF OF LOSS. The Claimant must send the Company, or its designated representative, proof of loss within ninety (90) days after a covered loss occurs or as soon as reasonably possible.

The following provisions apply to Baggage/Personal Effects and Baggage Delay coverages:

NOTICE OF LOSS. If the Insured's property covered under the Policy is lost, stolen or damaged, the Insured must:

- notify the Company, or its authorized representative as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the loss or damage;
- (d) notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

PROOF OF LOSS. The Insured must furnish the Company,

or its designated representative, with proof of loss. This must be a detailed statement. It must be filed with the Company, or its designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under the Policy.

SETTLEMENT OF LOSS. Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to the Company and the Company has determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of loss and the value involved to the Company.

VALUATION. The Company will not pay more than the actual cash value of the property at the time of loss. Damage will be estimated according to actual cash value with proper deduction for depreciation as determined by the Company. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and guality. **DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the loss either the Insured or the Company can make a written demand for an appraisal. After the demand, the Insured and the Company will each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser they choose. The Insured will share equally with the Company the cost for the arbitrator and the appraisal process.

BENEFIT TO BAILEE. This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

SECTION III. COVERAGES

TRIP CANCELLATION

The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Coverage and Services, if the Insured is prevented from taking his/her Covered Trip due to the following Unforeseen events:

- a) Sickness, Accidental Injury or death of the Insured, Traveling Companion, or Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing your continued participation in the Trip. A Physician must advise cancellation of the Trip on or before the Scheduled Departure Date;
- b) The Insured and/or Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided the Insured or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer, the victim of felonious assault within 10 days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or

burglary of his/her principal place of residence within 10 days of departure;

- c) The Insured or Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- d) The death or hospitalization of the Insured's Host at Destination;
- e) If within 30 days of the departure of an Insured, a politically motivated Terrorist Attack occurs within the territorial limits of the City listed on the Insured's itinerary. The Terrorist Attack must occur after the Effective Date of the Insured's Trip Cancellation coverage:
- f) The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;
- g) Strike that causes complete cessation of services for at least 24 consecutive hours;
- Weather which causes complete cessation of services of the Common Carrier for at least 24 consecutive hours;
- i) Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than 14 days following the Insured's Effective Date. Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom the Insured purchased their Land/Sea Arrangements. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination;
- An Insured is terminated, or laid off from employment subject to three years of continuous employment at the place of employment where terminated;
- k) Natural Disaster or documented man-made disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable.

The Company will reimburse the Insured for the following:

- a) non-refundable cancellation charges imposed by the Participating Organization and/or Travel Suppliers;
- b) airfare cancellation charges for flights commencing within one day of the Land/Sea Arrangements;
- c) if the Insured's Travel Supplier cancels the Insured's Covered Trip, the Insured is covered up to the reissue fee charged by the airline for the tickets. The Insured must have covered the entire cost of the Covered Trip including the airfare.

In no event shall the amount reimbursed exceed the lesser of the maximum benefit shown on the accompanying Schedule of Coverage & Services. **SPECIAL CONDITIONS:** The Insured must advise the Participating Organization and the Company as soon as possible in the event of a claim. The Company will not pay benefits for any additional charges incurred that would not have been charged had the Insured notified the Participating Organization as soon as reasonable possible.

SINGLE OCCUPANCY COVERAGE

The Company will reimburse the Insured, up to the maximum shown on the accompanying Schedule of Coverage & Services, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with the Insured has his/her Trip delayed, canceled, or interrupted for a covered reason and the Insured does not cancel.

TRIP INTERRUPTION

The Company will pay a benefit, up to the maximum shown on the accompanying Schedule of Coverage & Services, if the Insured is unable to continue on his/her Covered Trip due to the following Unforeseen events:

- a) Sickness, Accidental Injury or death of the Insured, Traveling Companion, or Family Member or Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing your continued participation in the Trip;
- b) The Insured and/or Traveling Companion being hijacked, quarantined, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided the Insured or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer, the victim of felonious assault within 10 days of departure; or having his/her principal place of residence made uninhabitable by fire, flood or other natural disaster; or burglary of his/her principal place of residence within 10 days of departure;
- c) The Insured or Traveling Companion being directly involved in a traffic accident substantiated by a police report, while en route to departure;
- d) The death or hospitalization of the Insured's Host at Destination;
- e) If within 30 days of the departure of an Insured, a politically motivated Terrorist Attack occurs within the territorial limits of the City listed on the Insured's itinerary. The Terrorist Attack must occur after the Effective Date of the Insured's Trip Cancellation coverage;
- f) The Insured's Traveling Companion or Family Member, who are military personnel, and are called to emergency duty for a natural disaster other than war;
- g) Strike that causes complete cessation of services for at least 24 consecutive hours;
- Weather which causes complete cessation of services of the Common Carrier for at least 24 consecutive hours;
- i) Bankruptcy and/or Default of the Insured's Travel Supplier which occurs more than 14 days following the

Insured's Effective Date. Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom the Insured purchased their Land/Sea Arrangements. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate transportation is available. If alternate transportation is available, benefits will be limited to the change fee charged to allow the Insured to transfer to another airline in order to get to the Insured's intended destination;

- An Insured is terminated, or laid off from employment subject to three years of continuous employment at the place of employment where terminated
- Natural Disaster or documented man-made disaster at the site of the Insured's destination which renders their destination accommodations uninhabitable.

The Company will pay for the following:

- a) unused, non-refundable travel arrangements prepaid to the Travel Suppliers;
- b) additional transportation expenses incurred by the Insured;
- c) up to the maximum shown in the accompanying Schedule of Coverage & Services for the airfare paid, less the value of applied credit from an unused return travel ticket to reach the original destination if the Insured is delayed and leaves after the Scheduled Departure Date, return the Insured to the return destination of the Trip as specified in the original travel documents from the point where the Insured interrupted the Trip or rejoin the Trip from the point where the Insured interrupted the Trip.

In no event shall the amount reimbursed exceed the lesser of the maximum benefit shown on the accompanying Schedule of Coverage & Services.

TRIP DELAY

The Company will reimburse the Insured for Covered Expenses on a one-time basis, up to the maximum shown in the accompanying Schedule of Coverage & Services, if the Insured is delayed en route to or from the Covered Trip for six (6) or more hours due to a defined Hazard:

Covered Expenses Include:

- Any prepaid, unused, non-refundable land and water accommodations;
- b) Any reasonable additional expenses incurred;
- An Economy Fare from the point where the Insured ended his/her Covered Trip to a destination where the Insured can catch up to the Covered Trip; or
- A one-way Economy Fare to return the Insured to his/her originally scheduled return destination;
- e) Meals and accommodations limited to \$150 per day.

MISSED CONNECTION

A maximum benefit of up to the amount on the accompanying Schedule of Coverage & Services is provided

to cover for loss(es) the Insured incurs due to missed Cruise or Trip departures which result from cancellation or delay (for three or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Schedule of Coverage & Services are provided to cover additional transportation expenses needed for the Insured(s) to join the departed Cruise or Trip, reasonable accommodation and meal expenses and non-refundable trip payments for the unused portion of your Cruise or Trip. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Trip due to Inclement Weather.

ACCIDENTAL DEATH AND DISMEMBERMENT

The Company will pay the percentage of the Principal Sum shown in the Table of Losses when an Insured, as a result of an Accidental Injury occurring during the Covered Trip, sustains a loss shown in the Table below. The loss must occur within 180 days after the date of the Accident causing the loss.

The Principal Sum is shown on the Schedule of Coverage & Services.

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

TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:	
Life	100%	
Both hands or both feet	100%	
Sight of both eyes	100%	
One hand and one foot	100%	
Either hand or foot and sigh	t of one eye 100%	
Either hand or foot	50%	
Sight of one eye	50%	
Speech and hearing in both	ears 100%	
Speech	50%	
Hearing in both ears	50%	
Thumb and index finger of s	ame hand 25%	

"Loss" with regard to:

- hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2. eye means an entire and irrecoverable loss of sight;
- 3. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and
- 4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

EXPOSURE: The Company will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident. The loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE: The Company will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to an Accident.

ACCIDENTAL DEATH AND DISMEMBERMENT COMMON CARRIER (AIR ONLY)

The Company will pay benefits for Accidental Injuries resulting in a loss as described in the Table of Losses below, that occurs while the Insured is riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 180 days after the date of the Accident causing the loss. The Principal Sum is shown on the accompanying Schedule of Coverage & Services.

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

TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:	
Life	-	100%
Both hands or both feet		100%
Sight of both eyes		100%
One hand and one foot		100%
Either hand or foot and sight of one eye		100%
Either hand or foot		50%
Sight of one eye		50%
Speech and hearing in bot	h ears	100%
Speech		50%
Hearing in both ears		50%
Thumb and index finger of	same hand	25%
"Loss" with regard to:		

"Loss" with regard to:

- 1. hand or foot, means actual complete severance through and above the wrist or ankle joints; and
- 2. eye means an entire and irrecoverable loss of sight;
- 3. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears; and

4. thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

EXPOSURE: The Company will pay benefits for covered losses which result from an Insured being unavoidably exposed to the elements due to an Accident of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip. The loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE: The Company will pay benefits for loss of life if an Insured's body cannot be located one year after the Insured's disappearance due to forced landing, stranding, sinking, or wrecking of an air conveyance operated under a license for the transportation of passengers for hire during the Covered Trip in which he/she was a passenger.

EMERGENCY SICKNESS MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on the accompanying Schedule of Coverage & Services subject to any deductible, if an Insured incurs Covered Medical Expenses as a result of Emergency Treatment of a Sickness which is not subject to the Pre-Existing Condition Exclusion and which occurs during the Covered Trip.

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include but are not limited to:

- a) the services of a Physician;
- b) charges for Hospital confinement and use of operating rooms;
- c) charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- d) ambulance service; and
- e) drugs, medicines, prosthetic and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished.

The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Coverage & Services, if needed to secure the Insured's admission to a Hospital because of Sickness.

EMERGENCY ACCIDENT MEDICAL EXPENSE

The Company will pay benefits up to the maximum shown on the accompanying Schedule of Coverage & Services, if an Insured incurs Covered Medical Expenses for Emergency Treatment of an Accidental Injury which occurs during the Covered Trip.

Emergency Treatment means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Accidental Injury.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include, but are not limited to:

- a) the services of a Physician;
- b) charges for Hospital confinement and use of operating rooms;
- charges for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests;
- d) ambulance service; and
- e) drugs, medicines, prosthetic and therapeutic services and supplies.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by Physicians in the locality in which care is furnished.

The Company will not cover any expenses provided by another party at no cost to the Insured or already included within the cost of the Trip.

The Company will pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

The Company will advance payment to a Hospital, up to the maximum shown on the accompanying Schedule of Coverage & Services, if needed to secure the Insured's admission to a Hospital because of Accidental Injury.

EMERGENCY EVACUATION BENEFIT Emergency Medical Evacuation: The Insurer will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants Your Emergency Evacuation while You are on a Trip. Benefits pavable are subject to the Maximum Amount per person shown on the Schedule of Coverage and Services for all Emergency Evacuations due to all Injuries from the same Accident or all Emergency Sicknesses from the same or related causes. A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Evacuation and must certify that the severity of Your Injury or Emergency Sickness warrants Your Emergency Evacuation to the closest adequate medical facility. In the sole discretion of the Assistance Company, it must be determined that such Emergency Evacuation is required due to the inadequacy of local facilities. The certification and approval for Emergency Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

Covered Emergency Evacuation Expenses are those for Medically Necessary Transportation, including reasonable and customary medical services and supplies incurred in connection with Your Emergency Evacuation. Expenses for Transportation must be:

- (a) recommended by the attending Physician;
- (b) required by the standard regulations of the

conveyance transporting You and

(c) reviewed and pre-approved by the Assistance Company;

The Insurer will also pay reasonable and customary charges for escort expenses required by You, if You are disabled during a Trip and an escort is recommended in writing, by the Insured's attending Physician and must be pre-approved by the Assistance Company.

If You are hospitalized for more than 7 days following a Covered Emergency Evacuation Expense, the Insurer will pay subject to the limitations set out herein, for expenses:

- to return to the United States where they reside, with an attendant if necessary, any of Your Dependent Children who were accompanying You when the Injury or Emergency Sickness occurred: but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per person.
- to bring one person chosen by You to and from the Hospital or other medical facility where You are confined if You are traveling alone: but not to exceed the cost of one round-trip economy airfare ticket.

Medically Necessary Repatriation: Following a covered Emergency Evacuation expense or a covered medical expense, the Insurer will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination via Common Carrier within one year from Your original Trip completion date.

Commercial airfare costs will be in the same class of service, as Your original airline tickets, or in business or first class as in compliance with Your medical necessities and requirements upon Your discharge, less refunds from Your unused transportation tickets.

In addition to the above covered expenses, if the Insurer has previously evacuated You to a medical facility, the Insurer will pay Your airfare costs from that facility to Your primary residence, within one year from Your original Scheduled Return Date, less refunds from Your unused transportation tickets .Airfare costs will be economy, or first class if Your original tickets are first class. This benefit is available only if it is not provided under another coverage in the policy.

Emergency Evacuation means Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained. Transportation means any land, sea or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles. **Emergency Sickness** means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Trip.

REPATRIATION OF REMAINS

The Company will pay the reasonable Covered Expenses incurred to return the Insured's body to their primary residence if he/she dies during the Covered Trip. This will not exceed the maximum shown on the Schedule of Coverage & Services.

Covered Expenses include, but are not limited to, expenses for embalming, cremation, casket for transport and transportation. All Covered Expenses must be approved in advance by the Assistance Company.

BAGGAGE/PERSONAL EFFECTS

The Company will reimburse the Insured, up to the maximum shown on the Schedule of Coverage & Services, for loss, theft or damage to baggage and personal effects, provided the Insured has taken all reasonable measures to protect, save and/or recover his/her property at all times. The baggage and personal effects must be owned by and accompany the Insured during the Covered Trip. Original receipts must be provided for reimbursement.

There will be a per article limit shown on the Schedule of Coverage & Services. There will be a combined maximum limit shown on the Schedule of Coverage & Services for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sporting equipment, Ski Equipment, personal computers, radios, cameras, camcorders and their accessories and related equipment and other electronic items.

The Company will also reimburse the Insured for charges and interest incurred due to unauthorized use of the Insured's credit cards if such use occurs during the Insured's Trip and if the Insured has complied with all credit card conditions imposed by the credit card companies.

The Company will reimburse the Insured for fees associated with the replacement of the Insured's passport during the Insured's trip. Receipts are required for reimbursement.

The Company will pay the lesser of the following:

- Actual Cash Value at time of loss, theft or damage to baggage and personal effects, less depreciation as determined by the Company;
- (b) the cost of repair or replacement.

BAGGAGE DELAY (Outward Journey Only)

The Company will reimburse the Insured for the expense of necessary personal effects up to the maximum shown on the accompanying Schedule of Coverage & Services, if the Insured's Checked Baggage is delayed or misdirected by a Common Carrier for more than twenty-four (24) hours, while on a Covered Trip, except for travel to final destination or place of residence.

The Insured must be a ticketed passenger on a Common Carrier.

Additionally, all claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchases must accompany any claim.

COLLISION DAMAGE WAIVER

If the Insured rents a car while on the Covered Trip, and the car is damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not within the Insured's control while in their possession, the Company will pay the lesser of:

- a) The cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- b) The Actual Cash Value of the car, meaning purchase price less depreciation; or
- c) The amount shown on the Schedule of Coverage & Services.

Coverage is provided to the Insured and the Insured's Traveling Companions, provided the Insured and Traveling Companions are licensed drivers, and are listed on the rental agreement.

SECTION IV. GENERAL DEFINITIONS

"Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the Insured is traveling. "Accidental Injury" means Bodily Injury caused by an accident (of external origin) being the direct and independent cause in the loss.

"Actual Cash Value" means purchase price less depreciation.

"Assistance Company" means the service provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.

"Baggage" means luggage and personal possessions, whether owned, borrowed, or rented, taken by the Insured on the trip.

"Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.

"Bodily Injury" means identifiable physical injury which: (a) is caused by an Accident, and (b) solely and independently of any other cause, except illness resulting from, or medical or surgical treatment rendered necessary by such injury, is

the direct cause of death or dismemberment of the Insured within twelve months from the date of the Accident. **"Business Partner"** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day to day management of the business.

"Checked Baggage" means a piece of baggage for which a claim check has been issued to the Insured by a Common Carrier.

"City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas, or airspace.

"**Common Carrier**" means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

"Company" means Arch Insurance Company. "Complication of Pregnancy" means a condition whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy.

"Covered Expenses" shall mean expenses incurred by the Insured which are for medically necessary services, supplies, care, or treatment; due to Illness or Injury; prescribed, performed or ordered by a Physician; reasonable and customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the accompanying Schedule of Coverage & Services, under each stated benefit.

"Covered Trip" means any class of scheduled trips, tours or cruises shown in the Application for which the Insured requests coverage and remits the required premium. "Cruise" means any prepaid sea arrangements made by

the Participating Organization.

"Default" means a material failure or inability to provide contracted services due to financial insolvency.

"Dependent Child(ren)" means the Insured's children, including an unmarried child, stepchild, legally adopted child, foster child or child for whom the Insured has been appointed legal guardian who is: (1) less than age 25 and primarily dependent on the Insured for support and maintenance; or (2) of any age who is disabled and who meets the eligibility criteria for individual health insurance under Minnesota law.

"Domestic Partner" means a person, at least 1 years of age, with whom you have been living in a spousal relationship with evidence of cohabitation for at least 10 continuous months prior to the Effective Date of coverage. "Economy Fare" means the lowest published rate for a one-way ticket.

"Effective Date" means the date and time an Insured's coverage begins, as outlined in the General Provisions section of the Policy.

"Eligible Person" means a person who is covered under a Class of Eligible Persons shown on the Application and who elects coverage and the required premium is paid. Also defined as "You," or "Your".

"Exotic Vehicles" includes Alfa Romeo, Aston Martin, Auburn, Avanti, Bentley, Bertone, BMC/Leyland, BMW M Series, Bradley, Bricklin, Corvette, Cosworth, Citroen, Clenet, De Lorean, Excalibre, Ferrari, Fiat, Hummer, Iso, Jaguar, Jensen, Jensen Healy, Lamborghini, Lancia, Lotus, Maserati, Mercedes Benz, MG, Morgan, Pantera, Panther, Pininfarina, Porsche, Rolls Royce, Rover, Stutz, Sterling, Triumph, TVR. Antique cars meaning cars that are over 20 years old or have not been manufactured for 10 or more years. Any vehicle with an original manufacturer's suggested retail price greater than \$25,000 and Yugo. This is not a comprehensive list; please contact Your Administrator for eligibility.

"Family Member" means the Insured's or Traveling Companion's legal or common law spouse, Domestic Partner, legal guardian, step-parent, grandparent, parentsin-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, stepbrother, step-sister, brother-in-law, sister-in-law, aunt, uncle,niece or nephew.

"Hazard" means:

- a) Any delay of a Common Carrier (including Inclement Weather).
- Any delay by a traffic accident en route to a departure, in which the Insured or Traveling Companion is directly or not directly involved.
- c) Any delay due to lost or stolen passports, travel documents or money, quarantine, hijacking, unannounced strike, Natural Disaster.

"Hospital" means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of one or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least one registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged, or similar institution.

"Host at Destination" means a person with whom the Insured is sharing pre-arranged overnight accommodations at the host's usual principal place of residence.

"Inclement Weather" means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier.

"Individual Coverage Term" means the period of time beginning when the Insured has been enrolled for coverage under the Policy and for whom the required premium has been paid.

"Injury" means Bodily Injury caused by an Accident occurring while the Policy is in force, and resulting directly and independently of all other causes of Loss covered by the Policy. The Injury must be verified by a Physician and require emergency care.

"Insured" means an Eligible Person (as defined above and included in the Class of Eligible Persons on the Application) while covered under the Policy.

"Land/Sea Arrangements" means land and or sea

arrangements made by the Travel Supplier.

"Loss" means injury or damage sustained by the Insured as a result of one or more of the occurrences against which the Company has undertaken to indemnify the Insured. "Maximum Benefit" means the largest total amount of Covered Expenses that the Company will pay for the Insured.

"Medically Necessary" means that a treatment, service, or supply is: (1) is essential for diagnosis, treatment or care of the Injury or Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

"Natural Disaster" means flood, fire, hurricane, tornado, earthquake, volcanic eruption, blizzard or avalanche that is due to natural causes.

"Participating Organization" means a travel agency, tour operator, cruise line, airline or other organization who applies for coverage under the Policy and remits the required premium to the Company."Physician" means a licensed practitioner of medical, surgical or dental services acting within the scope of his/her license and shall include Christian Science Practitioners. The treating Physician may not be the Insured, a Traveling Companion or a Family Member.

"Policy" shall mean, the master Policy, this document, the Application and any endorsements, riders or amendments that will attach during the period of coverage.

"Pre-Existing Condition" means any Injury, sickness or condition of the Insured, Traveling Companion, the Insured's and/or Traveling Companion's Family Member for which medical advice, diagnosis, care or treatment was received within the 180 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.

"Scheduled Departure Date" means the date on which the Insured is originally scheduled to leave on the Trip.

"Scheduled Return Date" means the date on which the Insured is originally scheduled to return to the point of origin or to a different final destination.

"Sickness" means an illness or disease which is diagnosed or treated by a Physician after the effective date of insurance and while the Insured is covered under the Policy. "Ski Equipment" means skis, ski poles, ski bindings, ski

boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.

"Strike" means any unannounced labor disagreement that interferes with the normal departure and arrival of a Common Carrier."Terrorist Attack" means an incident deemed an act of terrorism by the U.S. Government.

"Traveling Companion" means person(s) sharing travel arrangements with the Insured. Note, a group or tour leader is not considered a Traveling Companion unless the Insured is sharing room accommodations with the group or tour leader. "Travel Supplier" means tour operator, cruise line, hotel etc. who has made the land and/or sea arrangements. "Trip" means prepaid Land/Sea Arrangements and shall include flight connections to join or depart such Land/Sea Arrangements provided such flights are scheduled to commence within one day of the Land/Sea Arrangements. "Unforeseen" means not anticipated or expected and occurring after the effective date of the policy. "Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.

SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Cancellation, Trip Interruption, Trip Delay, Missed Connection, Accidental Death & Dismemberment, Common Carrier (Air Only) Accidental Death & Dismemberment, Emergency Sickness Medical Expense, Emergency Accident Medical Expense, Emergency Evacuation, Repatriation of Remains, and Collision Damage Waiver:

Loss caused by or resulting from:

- Pre-Existing Conditions, as defined in the Definitions section (except Emergency Evacuation and Repatriation of Remains) unless the Policy is purchased within 14 days of the initial Trip deposit. The booking for the Covered Trip must be the first and only booking for this travel period and destination. The Insured is not disabled from travel at the time they pay the premium;
- Suicide, attempted suicide or any intentionally selfinflicted injury while sane or insane (in Missouri, sane only) committed by the Insured, Traveling Companion or Family Member, whether insured or not;
- 3) War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;
- 4) Participation in any military maneuver or training exercise;
- Piloting or learning to pilot or acting as a member of the crew of any aircraft;
- 6) Mental or emotional disorders, unless hospitalized;
- 7) Participation as a professional in athletics;
- Being under the influence of narcotics drugs or intoxicants, unless rendered under the advice of prescribed by a Physician;
- Participating in bodily contact sports; skydiving; hang gliding; parachuting; mountaineering where ropes or guides are normally used; any organized race; bungee cord jumping; organized speed contest; spelunking or caving; heliskiing and extreme skiing;
- 10) Dental treatment except as a result of an injury to sound natural teeth;
- 11) Pregnancy and childbirth (except for Complications of Pregnancy);

The following limitation applies to Trip Cancellation: All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is

reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges which would not have been incurred had an Insured notified the Travel Supplier in the specified period. If the event prevents an Insured from reporting the cancellation, the 72-hour notice requirement does not apply; however, an Insured must, if requested, provide proof that said event prevented him or her from reporting the cancellation within the specified period.

The following exclusions apply to Baggage/Personal

Effects and Baggage Delay: The Company will not provide benefits for any loss or damage to:

- 1. animals;
- 2. automobiles and automobile equipment;
- 3. boats or other vehicles or conveyances;
- 4. trailers;
- 5. motors;
- 6. motorcycles;
- bicycles (except when checked as baggage with a Common Carrier);
- 8. eye glasses, sunglasses or contact lenses;
- 9. artificial teeth and dental bridges;
- 10. hearing aids;
- 11. prosthetic limbs;
- 12. keys, money, securities and documents;
- 13. tickets.

Any loss caused by or resulting from the following is excluded:

- 1. wear and tear or gradual deterioration;
- 2. insects or vermin;
- inherent vice or damage while the article is actually being worked upon or processed;
- 4. confiscation or expropriation by order of any government
- 5. radioactive contamination;
- 6. war or any act of war whether declared or not; Scheduled Departure Date.

The following exclusions apply to Collision Damage Waiver:

- 1. Any obligation the Insured assumes under any agreement (except insurance collision deductible);
- Rentals of trucks, campers, trailers, off-road vehicles, four-wheel drive vehicles, motor bikes, motorcycles, recreational vehicles or Exotic Vehicles;
- 3. Any loss which occurs if the Insured is in violation of the rental agreement;
- 4. Failure to report the loss to the proper local authorities and the rental company;
- 5. Damage to any other vehicle, structure or person as a result of a covered loss.
- The following duties in the event of loss apply to Collision Damage Waiver:
- The Insured must take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;

- The Insured must report the loss to the appropriate local authorities and the rental company as soon as possible;
- 3. The Insured must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number.