GREAT AMERICAN INSURANCE GROUP
Administrative Offices
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Cincinnati OH 45202-4201
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GREAT AMERICAN INSURANCE COMPANY

TRAVEL INSURANCE CERTIFICATE

This Certificate, which is part of the Policy, is issued to "you" under the Policy in consideration of enrollment and payment of the premium due. The Policy is a contract between Great American Insurance Company (herein referred to as "we", "us", and "our") and the "policyholder". The benefits of the Policy are described in this Certificate. Please refer to the "schedule of benefits" which provides "you" with specific information about the program "you" purchased. Please contact "us" immediately if "you" believe any of the information provided is incorrect.

IT IS IMPORTANT THAT "YOU" READ "YOUR" CERTIFICATE CAREFULLY.

OUR PROMISE TO YOU

FREE LOOK PERIOD

Since "your" satisfaction is "our" priority, "we" are pleased to give "you" ten (10)days to review "your" Certificate. If, during this ten (10)-day period, "you" are not completely satisfied for any reason, "you" may cancel "your" Certificate and receive a full refund. Please note that this refund is only available if the "covered trip" has not started and if a claim has not been initiated. After this ten (10)-day period, "your" premium is non-refundable.

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SECTION I. DEFINITIONS

“Accident” or “accidental” 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 “you” are traveling.

“Active military duty” means serving in the United States Armed Forces on a full-time basis, including the United States Armed Forces Reserves.

“Actual cash value” means current “replacement cost” of such item of like kind and quality less depreciation.

“Adventure activities” means the following leisure and non-professional sports activities:

a. canoeing;

b. kayaking;

c. snorkeling;

d. tubing;

e. ice skating;

f. camping;

g. backpacking;

h. snow skiing or snowboarding;

i. biking or cycling;

j. “mountain climbing” below four thousand five hundred (4500) meters;

k. fishing;

l. scuba diving for “qualified divers” up to a maximum depth of forty (40) meters or one hundred thirty-one (131) feet and for “unqualified divers” up to a maximum depth of thirty (30) meters or ninety-eight (40) feet;

m. white or black water rafting (Grades one (1) – four (4));

n. water skiing;

o. sailing;

p. snowmobiling;

q. tobogganing or sledding; and

r. or any activity materially similar to the above.

“Baggage” means luggage and personal possessions including:

a. traveling documents; and

b. musical instruments,

whether owned, borrowed, or rented, and taken by “you” on the “covered 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.

“Business partner” means an individual who is involved in a legal partnership with “you” and actively involved in the day-to-day management of the business.

“Cancellation penalties” means “covered trip” costs:

a. which are not refundable by the “travel supplier”, or are subject to restrictions;

b. which are paid by “you” prior to “your” “covered trip” “departure date”, or which “you” are obligated, or later become obligated, to pay as a result of cancelling or interrupting the “covered trip”;

c. which are identified by “you” on the enrollment form; and

d. for which insurance was purchased.

These will also include any subsequent “prepaid” “payments or deposits” paid by “you” for the same “covered trip”, after enrollment for coverage under the Policy; however, “you” must notify “us” of these payments and pay the additional cost within two (2) days of subsequent trip payments.

“Child(ren)” means “your” “children, including an unmarried “child”, stepchild, legally adopted “child” or foster “child” who is:

a. under the age of eighteen (18) and primarily dependent on “you” for support and maintenance; or

b. who is at least eighteen (18) but less than age twenty-four (24) and who regularly attends an institution of higher learning/an accredited school or college; and who is primarily dependent on “you” for support and maintenance.

“Civil disorder” means a group of people acting in revolt, coup, rebellion or resistance against an established government or civil authority.

“Common carrier” means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the “transportation” of passengers for hire.

“Complications of pregnancy” means conditions requiring “hospital” admission (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include:

a. acute nephritis;

b. nephrosis;

c. cardiac decompensation;

d. missed abortion;

e. nonelective cesarean section;

f. ectopic pregnancy which is terminated;

g. spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible; and

h. similar medical and surgical conditions of comparable severity.

“Complications of pregnancy” do not include:

a. false labor;

b. occasional spotting;

c. “physician”-prescribed rest during the period of pregnancy;

d. morning sickness;

e. hyperemesis gravidarum;

f. preeclampsia; and

g. similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct “complication of pregnancy”.

“Confirmation” means the written “reservation” of “travel arrangements” on a “common carrier”.

“Covered trip” means a period of travel for which “you” request insurance coverage and pay the required premium and includes: “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 (1) day of the Land/Sea Arrangements.

“Covered trip” includes: A period of round-trip travel to a “destination” that is at least one hundred (100) miles from “your” “primary residence” and does not exceed ninety (90) days in length.

“Dangerous activities” means:
a. rodeo;
b. air travel on a not-for-hire aircraft (whether as a pilot, crewmember or a passenger);
c. bull riding;
d. running of the bulls;
e. free diving;
f. rock climbing without equipment;
g. scuba diving (below forty (40) meters or one hundred thirty (130) feet);
h. air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
i. BASE jumping;
j. wingsuit flying;
k. Parkour;
l. participation in bodily contact sports such as boxing and full-contact martial arts;
m. riding, training or driving in races, or speed or endurance competitions or events;
n. cliff diving;
o. fly-by-wire;
p. hang gliding;
q. heli-skiing;
r. heli-snowboarding;
s. “mountain climbing” (over six thousand (6,000) meters) ;
t. sky diving or parachuting;
u. bungee cord jumping; or
v. any activity materially similar to the above.

“Deductible” means the amount of charges that must be incurred by “you” before benefits become payable. The amount of the “deductible” is shown in the “schedule of benefits” for each benefit to which a “deductible” applies.

“Departure date” means the earlier of:

a. the date on which “you” are scheduled to leave on the “covered trip”. This date is specified in the travel documents; or

b. the date of departure as indicated on “your” enrollment form.

“Destination” means any place “you” are scheduled to travel to on “your” “covered trip”, as shown in the travel documents or “confirmation”.

“Domestic partner” means a person, at least eighteen (18) years of age, with whom “you” have been living in a spousal relationship with evidence of cohabitation for at least ten (10) continuous months prior to the “effective date” of coverage.

“Effective date” means the date and time “your” coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Certificate.

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

“Extreme activities” means the following leisure and non-professional sports activities:

a. diving;

b. cliff diving;

c. fly-by-wire;

d. hang gliding;

e. heli-skiing;

f. heli-snowboarding;

g. “mountain climbing” (over three thousand (3,000) meters);

h. Parkour; or

i. any activity materially similar to the above.

“Family member” means “your” or “your” “traveling companion’s”:

a. “spouse”;

b. “child”;

c. siblings;

d. parents;

e. grandparent or grandchild;

f. step-child, step-sibling, or step-parent;

g. parent-in-law;

h. daughter-in-law or son-in-law; or

i. brother-in-law or sister-in-law.

“Final trip payment” means the date, prior to the “departure date”, on which all additional payments for “covered trip” arrangements are paid to the “travel supplier”.

“Financial default” means the cessation or partial suspension of operations due to insolvency, with or without the filing of a “bankruptcy” petition, by a tour operator, cruise line, airline, resort, rental company, or other “travel supplier”.

“Hospital” means a facility that:

a. is operated according to law for the care and treatment of sick or “injured” people;

b. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;

c. has twenty-four (24) hour nursing service; and

d. is supervised by one or more “physicians” available at all times.

A “hospital” does not include:

a. a nursing, convalescent or geriatric unit of a “hospital” when a patient is confined mainly to receive nursing care;

b. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the “hospital” that is used for such purposes; or

c. any military or veteran’s “hospital” or soldiers’ home or any “hospital” contracted for or operated by a national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

“Inaccessible” means “you” cannot reach “your” “destination” by the original mode of “transportation”.

“Initial trip payment” means the first “payment or deposit” made to “your” “travel supplier” toward the cost of “your” “covered trip”, regardless of whether this payment is refundable. A “good faith deposit” or a “holding payment” is not considered the “initial trip payment” until the payment is applied to confirmed dates of travel.

“Injury” or “injured” means a bodily “injury” caused by an “accident” occurring while “your” coverage under this Certificate is in force and resulting directly and independently of all other causes of “loss” covered by this Certificate. The “injury” must be verified by a “physician”.

“Insured” means a person:

a. for whom any required enrollment form has been completed;

b. for whom any required cost has been paid; and

c. for whom a “covered trip” is scheduled.

“Loss” means an “unforeseen” event or incident (subject to the exceptions contained in the following sentence(s)) sustained by “you” as a direct result of one (1) or more of the events against which “we” have undertaken to compensate “you”. “Loss” does not include lost profits or lost revenues of any kind, business interruption damages, or any pain and suffering damages. “Loss” also does not include any form of consequential, incidental, or indirect damages or “injury”.

“Medical equipment” means an appliance or device that is:

a. prescribed by a “physician”;

b. primarily and customarily used for a medical purpose rather than being primarily for comfort or convenience;

c. for outpatient use; and

d. generally not useful in the absence of “sickness” or “injury”.

“Medically necessary” means a treatment, service, or supply:

a. is essential for diagnosis, treatment or care of the “accidental” “injury” or “sickness” for which it is prescribed or performed;

b. meets generally accepted standards of medical practice; and

c. is ordered by a “physician” and performed under his or her care, supervision or order.

“Mental, nervous or psychological disorder” means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis, or any related physical manifestation.

“Mountain climbing” means the ascent or descent of a mountain requiring the use of specialized equipment, including, but not limited to, ropes, belay devices, pickaxes, anchors, bolts, crampons, carabiners, and lead or top-rope anchoring equipment.

“Natural disaster” means:

a. a flood (due to natural causes);

b. tsunami;

c. hurricane;

d. tornado;

e. earthquake;

f. mudslide;

g. avalanche;

h. landslide;

i. volcanic eruption;

j. sandstorm;

k. sinkhole;

l. wildfire; or

m. blizzard.

“Normal pregnancy or childbirth” means a pregnancy or childbirth that is free of complications or problems.

“Pandemic” means an “epidemic” over a wide geographic area that affects a large portion of the population.

“Payments or deposits” means the cash, check, or credit card amounts actually paid for “your” “covered trip”. Certificates, vouchers, frequent traveler rewards, miles or points, discounts and/or credits applied (in part or in full) towards the cost of “your” “covered trip” are not “payments or deposits” as defined herein.

“Personal effects” means items being used by “you” during “your” “covered trip”. “Personal effects” does not include:

a. eyeglasses sunglasses, contact lenses, artificial teeth, dentures, dental bridges, retainers, or other orthodontic devices or hearing aids;

b. antiques and collectors’ items;

c. household items and furnishings; and

d. animals.

“Physician” means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of their license. The treating “physician” cannot be “you”, “your” “traveling companion”, a “family member”, or a “business partner”.

“Policyholder” means the entity to which the Policy is issued and is named in Section I. of the Policy.

“Pre-existing medical condition” means an “injury”, “sickness”, death or other condition of “you”, “your” “traveling companion”, “family member”, “business partner”, or “service animal”, to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this Certificate:

a. first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or

b. care, testing or treatment was given or recommended by a “physician”; or

c. required a change in prescribed medication.

Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:

1. between a brand name and a generic medication with comparable dosage; or

2. an adjustment to insulin or anti-coagulant dosage.

“Prepaid” means “payments or deposits” paid by “you” for “travel arrangements” for “your” “covered trip” prior to “your” “departure date”. “Payments or deposits” for shore excursions, theater, concert or event “tickets” or fees, or sightseeing, if such arrangements are made during “your” “covered trip” and are to be used prior to the “return date” of “your” “covered trip” are not considered “prepaid” as defined herein.

“Primary residence” means a residence from which “you” are leaving to start “your” “covered trip”.

“Qualified diver” means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors, and is diving within the parameters of that certification, up to a maximum depth of forty (40) meters or one hundred thirty-one (131) feet.

“Quarantine(d)” means “you” are ordered into a mandatory confinement intended to stop the spread of a contagious disease to which “you” or “your” “traveling companion” may have been exposed.

“Reasonable additional expenses” means expenses for:

a. meals;

b. essential telephone calls;

c. local “transportation” (taxi fares, mass transit, rental vehicle, etc.);

d. parking costs;

e. internet usage fees;

f. “common carrier” change fees; and

g. lodging,

which are necessarily incurred as the result of a “covered trip” delay and which are not provided by the “common carrier” or any other party free of charge.

“Reasonable and customary” or “reasonable and customary charges” means an expense which:

a. is charged for treatment, supplies, or medical services “medically necessary” to treat “your” condition;

b. does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and

c. does not include charges that would not have been made if no insurance existed. In no event will the “reasonable and customary charges” exceed the actual amount charged.

“Rental property” means a “hotel” room, vacation home, or other rented property “you” booked to occupy during the “stay”.

“Replacement cost” means the cost to replace the insured property with other property of comparable material and quality used for the same purpose.

“Reservation(s)” mean(s) a confirmed “stay” at a “hotel”, resort, or “rental property” with a confirmed arrival date and a confirmed “departure date” made through the “travel supplier”.

“Return date” means the date on which “you” are scheduled to return from a “covered trip” to the point where the “covered trip” started or to a different specified “return destination”.

“Return destination” means “your” “primary residence” or the place to which “you” expect to return from “your” “covered trip”.

“Schedule of benefits” means the document that lists the base Certificate benefits and the amount of coverage for each benefit, as well as options that may be added to “your” Certificate. Each of these benefits will pay up to the Maximum Limit shown for covered “losses”.

“Service animal” means any guide do, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair, or fetching dropped items.

“Sickness” means an illness or disease diagnosed or treated by a “physician” after “your” “effective date” of coverage under this Certificate. “Sickness” does not include “mental, nervous or psychological disorder”.

“Spouse” means “your” legal “spouse”, civil union partner, or “domestic partner”.

“Stay” means the duration of time from the date “you” check in at the “rental property” to the date “you” check out of the “rental property”.

“Strike” means a stoppage of work which:

a. is announced, organized, and sanctioned by a labor union; and

b. interferes with the normal departure and arrival of a “common carrier”.

This includes work slowdowns and sickouts. “Your” Certificate must be effective prior to when the “strike” is foreseeable. A “strike” is foreseeable on the date labor union members vote to approve a “strike”.

“Terrorist incident” means an act of violence that is deemed terrorism by the U.S. Department of State, or that is committed by any person acting on behalf of, or in connection with, any organization which is classified as a Foreign Terrorist Organization by the U.S. Department of State. The following are not considered “terrorist incidents”: an act of war (declared or undeclared), “civil disorder”, or riot. Not all acts of violence, even when committed by known terrorist organizations, are considered “terrorist incidents” for the purpose of this definition. Any act of violence will only be declared a “terrorist incident” if/when the US Department of State declares it so.

“Ticket” means a “ticket” issued on paper or in electronic documentation to an entertainment, theatrical or recreational “event” and paid for in full by “you”.

“Transportation” means any land, sea or air conveyance required to transport “you” and includes “common carriers” and private motor vehicles.

“Travel arrangements” means:

a. “transportation”;

b. accommodations; and

c. other specified services arranged by “you”, the “travel supplier” or others for “your” “covered trip”.

“Travel supplier” means any entity involved in providing travel services or “travel arrangements”.

“Traveling companion” means” person(s) booked to accompany “you” on “your” “covered trip”..

“Trip cost” means:

a. the dollar amount of “covered trip” “payments or deposits”, which are subject to “cancellation penalties”, paid by “you” prior to “your” “covered trip” “departure date”, and as stated on “your” enrollment form; and

b. the cost of any additional “prepaid” “payments or deposits” paid by “you” for the same “covered trip”, after enrollment for coverage under the Policy provided “you” amend “your” coverage limit to include the cost of the additional “travel arrangements” and pay any additional premium.

“Unforeseen” or “unforeseeable” means not known, anticipated or reasonably expected, and occurring after the “effective date” of “your” Certificate.

“Uninhabitable” means:

a. The building structure itself is unstable and there is a risk of collapse in whole or in part;

b. There is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood;

c. Immediate safety hazards have yet to be cleared, such as debris or downed electrical lines;

d. The property is without electricity, gas, sewer service or water for twenty-four (24) hours or more; or

e. Local government authorities have issued a mandatory evacuation.

“Unqualified diver” means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors. An “unqualified diver” must be under the supervision or guidance of a qualified divemaster or instructor.

“Unused” means “your” financial “loss” of any whole, partial or prorated “prepaid” non-refundable components of a “covered trip” that are not depleted or exhausted, including award travel expenses.

“We”, “us” or “our” means Great American Insurance Company and its agents.

“Winter activities” means:

a. skiing or snowboarding;

b. glacier walking;

c. dog sled rides;

d. ice climbing;

e. ice curling;

f. ice diving;

g. ice hockey;

h. ice skating;

i. sledding or tobogganing;

j. speed skating; or

k. any activity materially similar to those activities described herein.

“You” or “your” means the “insured”.

SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

A. **Legal Action**: No legal action for a claim or in equity can be brought against “us” until sixty (60) days after “we” receive proof of “loss” as required by this Certificate. No action may be brought against “us” after the expiration of three (3) years after the time written proof of “loss” is required to be furnished.

B. **Payment of Premium**: This Certificate is not effective unless all premium due has been paid to “us” or “our” designated representative prior to a date of “loss” or insured occurrence.

C. **Subrogation**: When someone is responsible for “your” “loss”, “we” have the right to recover any payments “we” have made to “you” or someone else in relation to “your” claim, as permitted by law. In such case, “we” may require any person receiving payment from “us” to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing “us” to do so. Everyone eligible to receive payment for a claim submitted to “us” must cooperate with this process and must refrain from doing anything that would adversely affect “our” rights to recover payment.

D. **Termination of this Certificate**: Termination of this Certificate will not affect a claim for “loss” if the “loss” occurred while this Certificate was in force.

E. **Excess Insurance Limitation**: The insurance provided by the Policy for all coverages shall be excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any “loss” payable under this Certificate there is other valid and collectible insurance or indemnity in place, “we” shall be liable only for the excess of the amount of “loss”, over the amount of such other insurance or indemnity.

F. **Insurance With Other Insurers**: If there is other valid coverage with another insurer that provides coverage for the same “loss”, “we” will pay only the proportion of the “loss” that “our” limit for that “loss” bears to the total limit of all insurance covering that “loss”, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

G. **Concealment or Fraud**: “We” do not provide coverage if “you” or someone acting on “your” behalf, has made false statements, intentionally concealed or misrepresented any material fact or circumstance relating to this Certificate or a claim.

H. **Acts of Agents**: No agent or any person or entity has authority to accept service of the required proof of “loss” or demand arbitration on “our” behalf nor to alter, modify, or waive any of the provisions of this Certificate.

I. **Physical Examinations and Autopsy**: “We” have the right to have “you” medically examined as reasonably necessary to make a decision about “your” claim. If someone covered by “your” Certificate dies, “we” may also require an autopsy (except where prohibited by law). “We” will cover the cost of these medical examinations or autopsies.

J. **Certificate Changes**: “You” may request changes to the Certificate by notifying “us”. “You” may request to change the “return date” at any time prior to “your” coverage end date. All other changes to “your” Certificate must be requested prior to “your” original “departure date”. If the change results in an increase in premium, “you” must pay the amount due. If the requested change results in a premium decrease, “we” will refund the return premium to ”you”. Requested changes will be effective with “our” acceptance and “your” payment of premium due.

K. **Arbitration**: “We” and one (1) or more “insured(s)” with respect to the rights of such “insured(s)” under this Certificate shall be submitted to binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Certificate, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

1. **Selection of Arbitrators**: One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

2. **Payment of Arbitration Fees and Costs**: Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to the party that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one party shall be divided equally among such parties.

3. **Location**: Any arbitration hereunder shall take place in the "insured's" state of residence, unless otherwise mutually agreed upon by the two sides.

4. **Entry of Arbitration Award**: Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

L. **Transfer of Coverage**: Coverage under the Policy and evidenced by this Certificate cannot be transferred by "you" to anyone else.

N. **Assignment**: "You" may not assign any of "your" rights, privileges or benefits under this Certificate without "our" prior consent.

O. **Controlling Law**: Any part of this Certificate that conflicts with the state law where this Certificate is issued is changed to meet the minimum requirements of that law.

P. "You" are responsible for meeting all requirements to travel, including obtaining required travel authorizations/documentation (for example, passports or visas), obtaining required immunizations (unless "you" are medically unable) and necessary "medical equipment" (including verifying that "your" "medical equipment" meets "your" "travel supplier" requirements), and anything else required for "you" to travel.

SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

A. Eligibility and Enrollment: "You" must apply for "your" own insurance Certificate and pay premium due. If "your" minor "child" is traveling with "you", "you" must complete an enrollment form for the "child" and pay premium due. If accepted by "us", each applicant will become an "insured".

"You" are only eligible for coverage under the Policy if "we" accept "your" request for insurance. "Your" Certificate's coverage "effective date" and coverage end date are indicated on "your" confirmation of coverage. The Certificate is effective on the day after "we" receive both the enrollment form and the full premium. If this Certificate was purchased by mail, the Certificate is effective the day after both the order and the full premium are postmarked. The order and full premium must be received before the "departure date".

In order to be eligible for coverage, "losses" must occur while "your" Certificate is in effect.

Except for one-way and same day return "covered trips", the "departure date" and "return date" that "you" provided at time of purchase are counted as two separate days of travel when "we" calculate the duration of "your" "covered trip".

Subject to payment of any premium due:

B. When Your Coverage Begins:

1. For Trip Cancellation: Coverage will begin at 12:01 A.M. Local Time, at "your" location on the day after the required premium for such coverage is received by "us" or "our" Administrator.

2. For Trip Delay: Coverage will begin while en route to and from "your" "covered trip"..

3. All other coverages will begin on the later of:

   a. 12:01 A.M. Standard Time on the "departure date" shown on the travel documents; or

   b. the date and time "you" start "your" "covered trip".

In the event the "departure date" and/or the "return date" are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which neither the "travel supplier" nor "you" have control, "your" term of coverage shall be automatically adjusted in accordance with "your" or the "travel supplier" notice to "us" of the delay or change.

C. When Your Coverage Ends:

1. For Trip Cancellation: Coverage will end on the earlier of:

   a. the cancellation of "your" "covered trip"; or

   b. 11:59 P.M Local Time on the day before the "departure date".

2. All other coverages will end on the earlier of:

   a. "your" arrival at the "return destination", even if this occurs earlier than the "return date";

   b. the scheduled "return date";

   c. "your" arrival at the "destination" on a one-way "covered trip"; or

   d. the date listed as the "return date" by "you" on the enrollment form.

SECTION IV. CLAIMS PROCEDURES AND PAYMENT

All benefits will be paid in United States Dollars.

A. Unless otherwise noted, the following provisions will apply to all benefits:

1. **Payment of Claims: When Paid**: Payable claims will be paid as soon as “we” or “our” designated representative receive and verify the completeness of all required documentation of the “loss”.

2. **Payment of Claims: To Whom Paid**: Benefits are payable to the “insured”, or to the parent or legal guardian of a minor, or a party that holds a valid assignment of benefits. Any benefits payable due to “your” death will be paid to the survivors of the first surviving class of those that follow:

   a. the beneficiary named by “you” and on file with “us” or “our” designated representative; if none is available, then

   b. to “your” “spouse”, if living. If no living “spouse”, then

   c. to “your” estate.

3. **Notice of Claim**: “You” or someone acting on “your” behalf must contact “our” administrator listed on “your” Certificate, within twenty (20) days, or as soon as reasonably possible. “You” or someone acting on “your” behalf should be prepared to describe details regarding the “loss” and “your” “covered trip”. “Our” administrator will provide a claim form to “you” for completion and signature.

4. **Claim Forms**: “We” will send the claimant proof of “loss” forms within fifteen (15) days after “we” receive notice. If the claimant does not receive the proof of “loss” forms within fifteen (15) days after submitting notice, he or she can send “us” a detailed written report of the claim and the extension of the “loss”. “We” will accept this report as proof of “loss” if sent within the time fixed below for filing proof of “loss”.

5. **Proof of Loss**: The claim forms must be sent back to “us” or “our” designated representative no more than ninety (90) days after a covered “loss” occurs or ends, or as soon after that as is reasonably possible. Failure to furnish such proof within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during that time. All claims under this Certificate must be submitted to “us” or “our” designated representative no later than one (1) year after the date of “loss” or as soon as reasonably possible. All claims require “you” to provide “us” or “our” designated representative with the following:

   a. the benefit-specific documentation shown below; and

   b. a “covered trip” invoice, itinerary or “confirmation” showing details of the “covered trip” (dates of travel, “destination”, etc.); and

   c. any other information reasonably required to prove the “loss”.

6. **Other Insurance with Us**: “You” may be covered under only one (1) travel Policy or Certificate with “us” for each “covered trip”. If “you” are covered under more than one (1) such Policy or Certificate, “you” may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. “We” will refund the premiums paid for the duplicate coverage, less claims paid, and the duplicate coverage will be cancelled.

7. **Insurance Under Two or More Coverages**: If two or more of the Certificate’s coverages apply to the same loss or damage, “we” will pay under both benefits but will not exceed the benefit amount of the larger benefit.

B. The following provisions apply to Baggage and Baggage Delay:

1. **Notice of Loss**: If “your” covered property is lost, stolen or damaged, “you” must:

   a. Notify “us” or “our” Administrator as soon as possible;

b. Take immediate steps to protect, save and/or recover the covered property;

c. Give immediate notice to the “common carrier” or bailee who is or may be liable for the “loss” or damage; and

d. Notify the police or other authority in the case of robbery or theft within twenty-four (24) hours.

2. **Settlement of Loss**: Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to “us” and “we” have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. “You” must present acceptable proof of “loss” and the value involved to “us”.

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

SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS

In addition to any applicable coverage-specific exclusions, the following exclusions apply to all “losses” and all coverages. Unless otherwise shown below, these exclusions apply to “you”. The Policy does not cover any “loss” for, caused by or resulting from:

a. intentionally self-inflicted “injury”, suicide, or attempted suicide of “you”, “your” “traveling companion”, “family member” or “business partner” while sane or insane;

b. war (whether declared or not) or act of war, participation in a “civil disorder”, riot, insurrection or unrest (unless specifically covered herein);

c. operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;

d. “mental, nervous or psychological disorder”;

e. being under the influence of drugs or narcotics, unless administered upon the advice of a “physician” as prescribed;

f. intoxication above the legal limit at “your” location at the time of “loss”;

g. commission or the attempt to commit a criminal act by “you”, “your” “traveling companion”, or “family member”, whether insured or not;

h. participation in or “loss” due to “adventure activities”;

i. participation in or “loss” due to “dangerous activities”;

j. participation in or “loss” due to “extreme activities”;

k. participation in or “loss” due to “winter activities”;

l. any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;

m. any treatment or medication which, at the time of departure, is required to be continued during the “covered trip”;

n. “normal pregnancy or childbirth”, or elective abortion. However, “unforeseen” “complications of pregnancy” are not excluded;

o. traveling for the purpose of securing medical treatment;

p. directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination;

q. care or treatment for which compensation is payable under Worker’s Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;

r. “accidental” “injury” or “sickness” when traveling against the advice of a “physician”;

s. care or treatment which is not “medically necessary”, except for related reconstructive surgery resulting from trauma, infection or disease;

t. any “loss”, condition, or event that was known, foreseeable, intended, or expected when “your” Certificate was purchased;

u. any failure of a provider of travel related services (including any “travel supplier”) to provide the bargained-for travel services or to refund money due “you”;

v. “your” participation in “civil disorder”, riot or a felony;

w. acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Cancellation coverage or Trip Interruption coverage;

x. a “pandemic” or “epidemic;

y. “your” failure to derive pleasure in, or benefit from, or profit from “your” “covered trip”;

z. payments made for this Certificate and any other insurance;

aa. “travel supplier” restrictions on any “baggage”, including “medical equipment”;

bb. if “your” tickets do not contain specific travel dates (open tickets);

cc. a diagnosed “sickness” from which no recovery is expected and which only palliative treatment is provided and which carries a prognosis of death within six (6) months of “your” Certificate “effective date”; or

dd. any “loss” or expense incurred as the result of a “pre-existing medical condition”.

PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

“We” will waive the “pre-existing medical condition” exclusion if the following conditions are met:

a. This option is purchased within two (2) days of “initial trip payment”;

b. The amount of coverage purchased equals all “prepaid” nonrefundable “payments or deposits” applicable to the “covered trip” at the time of purchase and the costs of any subsequent arrangements added to the same “covered trip” are insured within two (2) days of “initial trip payment”;

c. All “insureds” are medically able to travel when this option cost is paid;

d. The “trip cost” does not exceed twenty thousand dollars ($20,000), per person.

Coverage under the Policy will be terminated and no benefits will be paid under this Pre-existing Medical Condition Exclusion Waiver coverage if the full costs of all “prepaid”, non-refundable “covered trip” arrangements are not insured.

CERTIFICATE SCHEDULE OF BENEFITS

Unless otherwise noted, these limits indicate the aggregate amount available for all “insureds” for each “covered trip”.

Included Coverages

The following coverages are included with the plan:

Travel Protection Benefits	**Maximum Limit**
Trip Cancellation	$20,000
Cancellation due to work reasons	Included
Cancellation due to “terrorist incident”	Included
Trip Interruption	100% of “trip cost” up to a maximum of $20,000
Interruption due to “terrorist incident”	Included
Single Occupancy	up to Trip Cancellation maximum

Travel Insurance Benefits

Extra coverage when the Certificate is purchased within two (2) days of “initial trip payment”:

- Pre-Existing Medical Condition Exclusion Waiver

For questions or information contact travel services provider/insurer.

Any payments under the Policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the Policy. For more information, “you” may consult the OFAC internet website at www.treas.gov/offices/enforcements/ofac/ or a travel services provider/insurer representative.

TRIP CANCELLATION

“We” will pay a benefit to reimburse “you”, up to the Maximum Limit shown in the “schedule of benefits”, for “cancellation penalties” incurred by “you” or “your” “traveling companion” for a “covered trip” cancelled up to the date and time of “your” “departure date” due to any of the following “unforeseen” events:

Health and Family

a. Any “sickness”, “injury” or death;

   (1) occurring to “you”, or “your” “traveling companion”, or “service animal”. “Sickness” or “injury” must be so disabling as to cause a reasonable person to cancel their “covered trip” which results in medically imposed restrictions as certified by a “physician” at the time of “loss” preventing “your” continued use of the “covered trip;

   (2) occurring to a “family member” not traveling with “you” that is considered life-threatening, as certified by a “physician”, or they require “your” immediate care. Such “sickness” or “injury” must be so disabling as to reasonably cause a “covered trip” to be canceled and must be certified by a “physician”;

   (3) occurring to “your” “business partner” that is so disabling as to cause a reasonable person to cancel their “covered trip” to assume daily management of the business. Such “sickness” or “injury” must be certified by a “physician”; or

b. “You” will be attending a “family member's” or surrogate mother’s childbirth. The pregnancy must occur after “your” “effective date” and must be verified by medical records.

Transportation and Accommodation

a. “You” and/or “your” “traveling companion” are involved in a traffic “accident”, while en route to “your” “destination”. Traffic “accident” must be substantiated by a police report; or

b. a road closure causing a delay in reaching “your” “destination” for at least twelve (12) hours.

Weather

a. “your” or “your” “traveling companion’s” “destination” being made “uninhabitable” or “inaccessible” by “natural disaster”
   that is due to natural causes, vandalism, or burglary. Benefits are not payable if the “natural disaster” is foreseeable prior to “your” “effective date”. A hurricane or tropical storm is foreseeable on the date it becomes a named storm; or

b. hurricane warning causing cancellation of travel. Claims are not payable if a hurricane is foreseeable prior to “your” “effective date”. A hurricane is foreseeable on the date it becomes a named storm. “We” will not pay any benefits fourteen (14) calendar days after the incident occurs. In order to cancel “your” “covered trip”, “you” must have four (4) days or fifty percent (50%) of “your” total “covered trip” length remaining or less.

Personal Safety and Security

a. A politically motivated “terrorist incident: occurs within a fifty (50) mile radius of the territorial city limits of the city to be visited as shown in “your” itinerary and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary within thirty (30) days of “your” “departure date”;

b. “you” and/or “your” “traveling companion” being hijacked, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided “you” or “your” “traveling companion” are not a party to the legal action or appearing as a law enforcement officer, within ten (10) days of “your” “departure date”; or

c. theft of passports, travel documents, or visas specifically required for “your” “covered trip” within fourteen (14) days of “your” “departure date”. The theft must be substantiated by a police report; or

d. “You” or a “traveling companion” being “quarantined”.

Work/Military

a. “You” or “your” “traveling companion” (or parent or legal guardian, if the “insured” is a “child”,) has an involuntary employer-initiated permanent transfer within the same organization of two hundred fifty (250) or more miles which requires “your” “primary residence” to be relocated provided that “you” have been an active employee with the same employer for at least two (2) continuous years. Notification of the transfer must occur after “your” “effective date” and the transfer must occur within thirty (30) days of the “departure date”;

b. “You” or “your” “traveling companion” (or a parent or legal guardian, if the “insured” is a “child”,) are involuntarily terminated or laid off through no fault of “your” own more than thirty (30) days after “your” “effective date”, provided that “you” have been an active employee with the same employer for at least two (2) continuous years. Termination must occur following “your” “effective date”. This provision is not applicable to temporary employment, seasonal employment, independent contractors or self-employed persons; or

c. “You” or “your” “traveling companion” are called to “active military duty” to provide aid or relief in the event of a “natural disaster”, or military leave is revoked or reassigned within thirty (30) days of the “departure date”, except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel must have been approved prior to “your” “effective date”;

TRIP CANCELLATION EXCLUSIONS

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Cancellation benefit. No benefits will be paid for any “loss” for, caused by, or resulting from:

a. “travel arrangements” canceled by an airline, charter, cruise line, or tour operator, except as provided elsewhere in the plan;

b. changes in plans by “you”, a “family member”, or “your” “traveling companion”, for any reason (unless Cancel for Any Reason was purchased;

c. financial circumstances of “you”, a “family member”, or “your” “traveling companion”;

d. any business or contractual obligations of “you”, a “family member”, or “your” “traveling companion”, for any reason;

e. any government regulation or prohibition;

f. an event which occurs prior to “your” Certificate “effective date”;

g. failure of any tour operator, “common carrier”, person or agency to provide the bargained-for “travel arrangements” or to refund money due “you”;

h. “financial default”; or

i. traveling for the purpose of securing medical treatment.

TRIP INTERRUPTION

“We” will pay a benefit to reimburse “you”, up to the Maximum Limit shown in the “schedule of benefits”, for “loss(es)” incurred by “you” or “your” “traveling companion” for a “covered trip” interrupted after the date and time of “your” “departure date” due to any of the following “unforeseen” events:

Health and Family

a. Any “sickness”, “injury” or death:

   (1) occurring to “you”, “your” “traveling companion”, or “service animal”. “Sickness” or “injury” must be so disabling as to cause a reasonable person to interrupt their “covered trip” which results in medically imposed restrictions as certified by a “physician” at the time of “loss” preventing “your” continued participation in the “covered trip”;

   (2) occurring to a “family member” not traveling with “you” that is considered life-threatening, as certified by a “physician”, or they require “your” immediate care. Such “injury” or “sickness” must be so disabling as to reasonably cause a covered trip to be interrupted and must be certified by a “physician”;

   (3) occurring to “your” “business partner” that is so disabling as to cause a reasonable person to cancel their “covered trip” to assume daily management of the business. Such “sickness” or “injury” must be certified by a “physician”; or

b. “You” will be attending a “family member's” or surrogate mother’s childbirth. The pregnancy must occur after “your” “effective date” and must be verified by medical records.

Transportation and Accommodation

a. “You” or “your” “traveling companion” are delayed due to a traffic “accident”, that prevents “you” from arriving at “your”
   “destination”. Traffic “accident” must be substantiated by a police report.

Weather

a. “Your” “destination” is placed under a hurricane warning, as issued by the NOAA hurricane center, after “your” “departure date”.

Personal Safety and Security

a. “you” and/or “your” “traveling companion” being hijacked during “your” “covered trip”, in the location where “you” are traveling, required to serve on a jury, subpoenaed, required to appear as a witness in a legal action, provided “you” or “your” “traveling companion” are not a party to the legal action or appearing as a law enforcement officer;

b. theft of passports, travel documents, or visas specifically required for “your” “covered trip” within fourteen (14) days of “your” “return date”. The theft must be substantiated by a police report;

c. A politically motivated “terrorist incident” occurs during “your” “covered trip” and within a fifty (50) mile radius of the territorial city limits of the to be visited as shown in “your” itinerary and if the United States government issues a travel advisory indicating that Americans should not travel to a city named on the itinerary; or

d. “you” and/or “your” “traveling companion” being “quarantined” in the location where “you” are intending to travel.

Military

a. "You", "your" "traveling companion", or a "family member" are called to "active military duty" during the "covered trip" to provide aid or relief in the event of a "natural disaster", or military leave is revoked or reassigned during the "covered trip", except because of war, the War Powers Act, or disciplinary action. The military leave for the dates of travel must have been approved prior to "your" "effective date".

"We" will pay a benefit to reimburse "you", for any of the expenses listed below, up to the Maximum Limit shown in the "schedule of benefits", for "covered trips" that are interrupted due to any of the "unforeseen" events listed above:

a. "Prepaid", nonrefundable "covered trip" costs for "unused" "travel arrangements"; and

b. the average room rental rate at the "destination" resort, less any used portion, on a pro-rated basis.

TRIP INTERRUPTION EXCLUSIONS

In addition to the General Limitations and Exclusions, the following exclusions apply to the Trip Interruption benefit. No benefits will be paid for any "loss" for, caused by, or resulting from:

a. "travel arrangements" canceled by an airline, charter, cruise line, or tour operator, except as provided elsewhere in the plan;

b. changes in plans by "you", a "family member", or "your" "traveling companion", for any reason;

c. financial circumstances of "you", a "family member", or "your" "traveling companion";

d. any business or contractual obligations of "you", a "family member", or "your" "traveling companion", for any reason;

e. any government regulation or prohibition;

f. an event which occurs prior to "your" Certificate "effective date";

g. failure of any tour operator, "common carrier", person or agency to provide the bargained-for "travel arrangements" or to refund money due "you";

h. "financial default"; or

i. traveling for the purpose of securing medical treatment.

SINGLE OCCUPANCY

“We” will pay a benefit to reimburse “you”, up to the Trip Cancellation and Trip Interruption Maximum Limit shown in the “schedule of benefits”, for the additional cost incurred during the “covered trip” as a result of a change in the per person occupancy rate for “prepaid”, non-refundable “travel arrangements” if a person booked to share accommodations with “you” has his/her trip canceled, or interrupted due to any of the “unforeseen” events shown in the Trip Cancellation and Trip Interruption section and “you” do not cancel.

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

NEVADA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL INSURANCE POLICY

I. **SECTION III. PREMIUMS**, Subsection B., **Premium Rate Change** is replaced by the following:

B. **Premium Rate Change**: "We" have the right to change premium rates on any renewal date. "We" will give the "policyholder" thirty-one (31) days advance notice in writing of any such change. "We" may also change the rates when any change affecting rates is made in the Policy.

TRAVEL INSURANCE CERTIFICATE

I. The **FREE LOOK PERIOD** on page 1 is replaced by the following:

FREE LOOK PERIOD

Since "your" satisfaction is "our" priority, "we" are pleased to give "you" ten (10) days after the date of delivery of "your" Certificate by electronic means or fifteen (15) days after the date of delivery of "your" Certificate by postal mail to review "your" Certificate. If, during this free look period, "you" are not completely satisfied for any reason, "you" may cancel "your" Certificate and receive a full refund. Please note that this refund is only available if the "covered trip" has not started and if a claim has not been initiated. After this free look period, "your" premium is non-refundable.

II. **SECTION I. DEFINITIONS**, the definitions of "Domestic partner" and "Pre-existing medical condition" are replaced by the following:

"Domestic partner" means a person who has registered a valid domestic partnership and has not terminated that domestic partnership. To be eligible to register a domestic partnership, two (2) persons must furnish proof satisfactory to the Nevada Secretary of State that:

a. both persons have a common residence;

b. neither person is married or a member of another domestic partnership;

c. the two (2) persons are not related by blood in a way that would prevent them from being married to each other in Nevada;

d. both persons are at least eighteen (18) years of age; and

e. both persons are competent to consent to the domestic partnership.

"Pre-existing medical condition" means an "injury", "sickness", death or other condition of "you", "your" "traveling companion", "family member" "business partner", or "service animal", to which any of the following applied within the one hundred eighty (180) day period immediately preceding and including the purchase date of this Certificate: medical advice, diagnosis, care, or treatment was recommended by or received from a "physician".

III. The following is added to **SECTION II. GENERAL PROVISIONS**, Subsection C., **Subrogation** provision:

"We" are not entitled to recovery until "you" have been fully compensated for the "loss" sustained.

IV. **SECTION II. GENERAL PROVISIONS**, Subsection K., **Arbitration**, Subsection K. 1., **Selection of Arbitrators**, Subsection K. 2., **Payment of Arbitration Fees and Costs**, Subsection K. 3., **Location**, and Subsection K. **4., Entry of Arbitration Award** provisions are replaced by the following:

K. **Arbitration:** Upon mutual agreement, "we" and one (1) or more "insured(s)" with respect to the rights of such "insured(s)" under this Certificate shall be submitted to non-binding arbitration, which shall be the sole forum for the resolution of disputes under or in connection with this Certificate, upon the written request of any party. The Commercial Arbitration Rules of the American Arbitration Association shall apply, except with respect to the selection of arbitrators, the payment of arbitration fees and costs, the location and the entry of the arbitration award.

1. **Selection of Arbitrators:** One arbitrator shall be chosen by one side and another arbitrator by the other side, and a third arbitrator shall be chosen by the first two arbitrators before they enter into arbitration. All arbitrators shall be disinterested.

2. **Payment of Arbitration Fees and Costs:** Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. The remaining costs of the arbitration, including legal fees and disbursements, shall be paid as the written decision of the arbitrators directs, with it being expressly understood that the intention is to favor reimbursement of such fees and expenses to the party that has brought a meritorious dispute. The fees to be borne by a side consisting of more than one party shall be divided equally among such parties.

3. **Location:** Any arbitration hereunder shall take place in the "insured's" state of residence, unless otherwise mutually agreed upon by the two sides.

4. **Entry of Arbitration Award:** Judgment upon an arbitration award hereunder may be entered in, and enforced by, any court of competent jurisdiction.

V. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection A.1., **Payment of Claims: When Paid** provision is replaced by the following:

A.1. **Payment of Claims: When Paid**: Payable claims will be paid within 30 days after "we" or "our" designated representative receive and verify the completeness of all required documentation of the "loss".

VI. **SECTION IV. CLAIMS PROCEDURES AND PAYMENT**, Subsection B.2., **Settlement of Loss** provision is replaced by the following:

B.2. **Settlement of Loss**: Claims for damage and/or destruction shall be paid within thirty (30) days after acceptable proof of the damage and/or destruction is presented to "us" and "we" have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. "You" must present acceptable proof of "loss" and the value involved to "us".

VII. **SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusions e. and f. are deleted.

VIII. **SECTION V. GENERAL LIMITATIONS AND EXCLUSIONS**, Exclusion g. is replaced by the following:

g. Commission or the attempt to commit a criminal act by "you", "your" "traveling companion", or "family member", whether insured or not. This exclusion will not apply to deny payment to a victim of domestic violence, or an innocent coinsured who is not convicted of the criminal act that resulted in "loss".;

All other terms and conditions of the Certificate remain unchanged.