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.

TABLE OF CONTENTS

SECTION I. - DEFINITIONS
SECTION II. - GENERAL PROVISIONS
SECTION III. - ELIGIBILITY AND PERIOD OF COVERAGE
SECTION IV. - CLAIMS PROCEDURES AND PAYMENT
SECTION V. - GENERAL LIMITATIONS AND EXCLUSIONS

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. ice skating;

e. camping;

f. backpacking;

g. snow skiing or snowboarding or cross-country, except “extreme skiing” or “extreme snowboarding”;

h. biking or cycling;

i. “mountain climbing” below fifteen thousand (15,000) feet;

j. fishing;

k. 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 (98) feet;

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

m. water skiing;

n. sailing;

o. snowmobiling;

p. tobogganing or sledding;

q. or any activity materially similar to the above.

“Baggage” means luggage and personal possessions including:

a. traveling documents;

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: (1) 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. air travel on a not-for-hire aircraft (whether as a pilot, crewmember or a passenger);

b. bull riding;

c. running of the bulls;

d. free diving;

e. rock climbing without equipment;

f. scuba diving (below fifty (50) meters or one hundred sixty-five (165) feet);

g. “mountain climbing” (over six thousand (6,000) meters); or

h. 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”.

“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. cliff diving;

b. fly-by-wire;

c. hang gliding;

d. heli-skiing;

e. heli-snowboarding;

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

g. Parkour; or

h. any activity materially similar to the above.

“Extreme skiing” means snow skiing that includes such activities as freestyle skiing, skiing in the backcountry on unmarked or unpatrolled areas either inside or outside a ski resort's boundaries, or skiing on slopes with an angle of descent of forty-five (45) degrees or more, or any activity materially similar to the above.

“Extreme snowboarding” means engaging in activities beyond general alpine snowboarding, such as jibbing, freeriding, freestyle, half-pipe, slopestyle, or 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.

“Hotel” means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and “reservations” are required.

“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 (130) feet.

“Quarantine(d)” means “you” or “your” “traveling companion” 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 dog, 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” 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;

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.

“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;

d. ice climbing;

e. ice curling;

f. ice diving;

g. ice hockey;

h. ice skating;

i. sledding or tobogganing; or

j. 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 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 incurred 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.

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

N. **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.

O. "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 “we” 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 “dangerous activities”;

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

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

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

l. traveling for the purpose of securing medical treatment;

m. 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;

n. 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;

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

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

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

r. 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”;

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

t. acts, travel alerts/bulletins, or prohibitions by any government or public authority;

u. a “pandemic” or “epidemic”;

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

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

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

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

z. 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

aa. 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 ($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.

GREAT AMERICAN INSURANCE COMPANY

GROUP TRAVEL INSURANCE POLICY

Insuring Agreement: This Policy is a legal contract between Great American Insurance Company (herein referred to as "we", "us", and "our") and the "policyholder". Benefits are provided for "insureds" of the "policyholder", subject to the terms and conditions of this Policy, in consideration of the payment of the required premium when due.

Eligibility Restrictions: The "insured" is not eligible to purchase coverage or receive benefits under this Policy if they are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any "sickness" or "injury" that limits or restricts the "insured's" ability to travel on the date of purchase.

The "insured" is not eligible to purchase coverage or receive benefits under this Policy if the "insured" has other insurance coverage for the "loss(es)" for which this Policy is intended to insurance against. Multiple recovers for the same "loss" covered by other insurance coverage are not available under this Policy.

Throughout this document, when in quotes, certain words and phrases have the meaning as defined in the Certificate.

This Policy is governed by the laws of the state in which it is delivered.

PLEASE READ THIS POLICY CAREFULLY

TABLE OF CONTENTS

SECTION I. - SCHEDULE
SECTION II. - POLICY EFFECTIVE AND TERMINATION DATES
SECTION III. - PREMIUMS
SECTION IV. - GENERAL PROVISIONS

SECTION I - SCHEDULE

POLICYHOLDER:	**[**	**]**
ADDRESS:	**[**	**]**
	[	**]**
	[	**]**
GROUP POLICY NUMBER:	**[**	**]**
POLICY EFFECTIVE DATE:	**[**	**]**

SECTION II - POLICY EFFECTIVE AND TERMINATION DATES

A. **Policy Term:** This Policy period begins on the Policy Effective Date shown on the Schedule at 12:01 AM Standard Time at the address of the "policyholder" where this Policy is delivered. It shall automatically renew continuously for successive one-year periods thereafter until cancelled or non-renewed pursuant to the terms of this Policy.

B. **Cancellation and Non-Renewal:** The "policyholder" has the right to cancel their participation in this Policy at any time by giving advance notice to "us", stating when thereafter the cancellation shall be effective.

"We" have the right to cancel this Policy at any time at any time and for any reason. "We" will mail all notices of cancellation thirty (30) days prior to the effective date of cancellation if a Policyholder has participated in the Policy for sixty (60) days or less. If a Policyholder has participated in the Policy for sixty-one (61) days or more, the Company will mail advance notice of cancellation sixty (60) days prior to cancellation.

"We" will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation. All notices of cancellation will be mailed to the last mailing address known by "us" for the named "policyholder".

Non-renewal:

"We" have the right to non-renew this Policy effective on any annual Policy anniversary date. All notices of non-renewal will be mailed to all Policyholders at the last mailing address known to the Company, at least sixty (60) days prior to the effective date of non-renewal.

SECTION III - PREMIUMS

A. **Premiums:** "We" provide insurance in return for premium payments. Premium must be remitted on behalf of the "insureds" to "us" or to "our" authorized representative when due or within the grace period.

B. **Premium Rate Change:** "We" have the right to change premium rates on any premium due 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.

C. **Grace Period.** A grace period of ten (10) days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the grace period if the "policyholder" pays all premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the "policyholder" fails to pay all premiums due by the last day of the grace period.

No grace period will be provided if "we" receive notice to terminate this Policy from the "policyholder" prior to a premium due date.

SECTION IV - GENERAL PROVISIONS

A. **Entire Contract; Changes**: This Policy, the Certificate, "schedule of benefits", and any attachments are the entire contract of insurance. No agent may change it in any way. Only one of "our" officers may approve a change. Any such change must be shown in this Policy or its attachments.

B. **Records:** As required by "us", the "policyholder" must keep a record of the insurance for all "insureds". "We" can inspect these records while coverage is in effect and for one year after it ends or until final adjustment and settlement of claims hereunder, whichever is later.

C. **Clerical Error**: Clerical errors in keeping any records pertaining to the coverage, whether by the "policyholder" or by "us", will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to "us" and is rectified promptly upon discovery. This may include adjusting, collecting or refunding premium.

D. **Legal Action**: No legal action for a claim or in equity can be brought against "us" until sixty (60) days after "we" receive any required proof of "loss". 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.

E. **Controlling Law**: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to

meet the minimum requirements of that law.

F. **Governing Jurisdiction**: The insurance regulatory agency and courts of the jurisdiction in which the “policyholder” is located shall have jurisdiction over the group insurance coverage as if such coverage or plan were issued directly to the “insured”.

G. **Misrepresentation and Fraud**: Coverage to an “insured” is issued in reliance on the information the “insured” provides at the time of enrollment. “We” may deny all coverage, or, at “our” election, assert any other remedy available under applicable law, if the “insured” [or the “insured’s” “traveling companion”] seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of enrollment, at any time during the Policy period, or in connection with the filing or settlement of any claim.

H. **Duty to Cooperate:** The “policyholder” must agree to fully cooperate with “us” in the event “we” determine that an investigation is warranted regarding any claim for coverage under this Policy. The “policyholder” must agree to comply with all requests by “us” to provide information and/or documentation related to any claim under this Policy. The “policyholder” must agree to cooperate with “us” in the investigation and assessment of any “loss” and/or circumstances giving rise to a “loss” under this Policy.

I. **Subrogation**: When someone is responsible for an “insured’s” “loss”, “we” have the right to recover any payments “we” have made to the “insured” or someone else in relation to the “insured’s” 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.

J. **Noncompliance with Policy Requirements.** Any express waiver by “us” of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by “us” to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

K. **Assignment**: The “policyholder” may not assign any of his or her rights, privileges or benefits under this Policy without “our” prior consent.

L. **Certificate of Insurance:** Additional binding provisions are contained in the Certificate, which is hereby attached to and incorporated in this Policy. The terms of the Certificate are hereby made part of this Policy as if fully restated in the body of this Policy.

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”, “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”. “You”, “your” “traveling companion”, or “service animal” must be examined by a “physician”, and the “physician” must advise “you” or “your” “traveling companion” to cancel 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 a hurricane or tropical storm is named on or before the “effective date” of “your” Trip Cancellation Coverage. 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”;

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” and/or “your” “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.

BAGGAGE DELAY

“We” will pay a benefit to reimburse “you”, up to the Maximum Limit shown in the “schedule of benefits”, for the purchase of “personal effects”, if “your” “baggage” is delayed or misdirected by the “common carrier” for more than twenty-four (24) hours while on “your” “covered trip”.

Incurred expenses must be accompanied by receipts.

This benefit does not apply if “your” “baggage” is delayed after “you” have reached “your” “return destination”.

Baggage Delay Proof of Loss

“You” must provide “us” or “our” designated representative with the following:

a. an incident report filed with the “common carrier” confirming the delay;

b. receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement;

c. documentation showing any received or expected settlements, refunds or credits for this “loss” from any other party; and

d. “you” must provide documentation of the delay or misdirection of “baggage” by the “common carrier”.

BAGGAGE

“We” will pay “you” the lesser of:

a. the “actual cash value” as determined by “us”; or

b. “replacement cost”,

up to the Maximum Limit shown in the “schedule of benefits”, and subject to the special limitations shown below, for “loss”, theft or damage to “your” “baggage” during “your” “covered trip”.

“We” will also pay for fees incurred to ship “your” “baggage” to “your” location if the lost items are recovered. Benefits are payable only after satisfaction of the “deductible” shown in the “schedule of benefits.

Special Limitations:

“We” will reimburse “you” up to one hundred dollars ($100) per item.

Items over one hundred fifty dollars ($150) must be accompanied by original receipts. If receipts are not provided, the maximum amount payable will be one hundred fifty dollars ($150).

In the event of a “loss” to a pair or set of items, “we” will pay the lesser of:

a. The cost to repair or purchase the individual item(s) needed to complete the set or pair; or

b. the original purchase price of the set or pair.

In the event of a “loss” of “your” prescription medication, “we” will reimburse “you” only for the cost to replace the amount of prescriptions drugs that were lost, stolen, or damaged. The prescribing “physician” must authorize the replacement and it must be legally permissible to replace the prescription at “your” location.

Baggage Maximum Limit shown in the “schedule of benefits” also includes:

a. “losses” due to unauthorized use of “your” credit cards if they are lost or stolen during the “covered trip”. However, this benefit will not apply if “you” have failed to comply with all requirements imposed by the issuing credit card companies; and

b. the cost to replace “your” passport or visa if it is lost, stolen or damaged during the “covered trip”. The “loss”, theft or damage must be documented by a police report.

Baggage Proof of Loss

“You” must provide “us” or “our” designated representative with the following:

a. an “accident”, police, or incident report providing details of the incident;

b. receipts for all items being claimed;

c. a copy of a repair invoice or estimate, if the claim is for damaged “baggage; and

d. documentation showing any received or expected settlements, refunds or credits for this “loss” from any other party.

Baggage Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage benefit. No benefits will be paid for:

a. loss of, or damage to, motor vehicles;

b. loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;

c. loss of, or damage to, money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above;

d. loss of, or damage to, property shipped as freight, or shipped prior to the “departure date”;

e. loss of, or damage to, contraband;

f. loss of, or damage to, items seized by any government official or customs official;

g. damage caused by any process of repair;

h. “loss” resulting from defective materials or craftsmanship;

i. damage caused by radioactive contamination;

j. “loss” resulting from mysterious disappearance;

k. “loss” resulting from normal wear and tear or deterioration; or

l. any “loss” that occurs on a “covered trip” with a “destination” less than one hundred (100) miles from “your” “primary residence”.

EMERGENCY MEDICAL TRANSPORTATION

“We” will pay a benefit to reimburse “you”, up to the Maximum Limit shown in the “schedule of benefits”, for covered “emergency medical evacuation” expenses incurred due to “your” “injury” or “sickness” that occurs while on a “covered trip”.

Covered “emergency medical evacuation” expenses are the “reasonable and customary charges” for necessary “medical transportation”, related medical services, and medical supplies required by the standard regulations of the conveyance transporting “you” incurred during “your” “emergency medical evacuation”. The “medical transportation” must be:

a. Ordered by the onsite attending “physician”, who must certify that the severity of “your” “injury” or “sickness” warrants the “emergency medical evacuation”;

b. Authorized in advance by “us” or “our” designated representative. In the event “your” “injury” or “sickness” prevents prior authorization of the “emergency medical evacuation”, “we” or “our” designated representative must be notified as soon as reasonably possible; and

c. By the most direct and economical route possible.

Covered Expenses include:

a. Expenses incurred by “you” for “physician”-ordered “emergency medical evacuation”, including “medical transportation” and necessary medical care en route, to the nearest suitable “hospital”, when “you” are critically ill or “injured” and no suitable local care is available, subject to prior approval by “us” or “our” designated representative;

b. “Reasonable and customary charges” incurred for an “escort’s” or contracted “attendant’s” services, and the “escort’s” or “attendant’s” “transportation” and accommodations, if an attending “physician” recommends that an “escort” or “attendant” accompany “you”. This benefit is inclusive of the Maximum Limit shown in the “schedule of benefits” for Emergency Medical Transportation coverage;

Special Limitation: In the event “we” or “our” authorized representative could not be contacted to arrange for covered expenses, benefits are limited to the amount “we” would have paid had “we” or “our” authorized representative been contacted.

Repatriation of Remains Coverage

“We” will pay a benefit to reimburse “you” for repatriation of remains covered expenses up to the Emergency Medical Transportation Maximum Limit shown in the “schedule of benefits” to return “your” remains if “you” die while on the “covered trip”.

Repatriation of remains covered expenses are limited to the “reasonable and customary charges” for the expenses listed below. “We” or “our” authorized representative must make all arrangements and authorize all expenses in advance.

Repatriation of remains covered expenses include the “reasonable and customary charges” for:

a. embalming or cremation; and

b. associated temporary storage costs for up to fifteen (15) days, or until local authorities will permit further “transportation” of the body, whichever is later; and

c. the most economical coffins or receptacles adequate for “transportation” of the remains; and

d. “transportation” of the remains, by the most direct and economical conveyance and route possible, to:

(1) the nearest location where the body can be embalmed or cremated, if not locally available; and

(2) the receiving funeral home or morgue, the “return destination”, or a different place of burial within “your” country of residence; and

e. the cost for creation and transmission of necessary documentation to transport the body, such as a death certificate, autopsy or police report, up to five (5) copies per document.

Special Limitation:

In the event “we” or “our” authorized representative could not be contacted to arrange for repatriation of remains covered expenses, benefits are limited to the amount “we” would have paid had “we” or “our” authorized representative been contacted.

Advance Payment

“We” will pay a benefit, up to the Maximum Limit shown in the “schedule of benefits”, directly to the provider if, while on a “covered trip”, “you” suffer an “injury” or “sickness” which requires an “emergency medical evacuation” or repatriation of remains, and payment is required prior to “medical transportation” or repatriation. This amount will be deducted from the Emergency Medical Transportation Maximum Limit, shown in the “schedule of benefits”. “You” agree to reimburse this payment to “us” if: (a) “you” do not file a claim for the expenses incurred as outlined in the CLAIMS PROCEDURES AND PAYMENT section of this Certificate; or (b) it is determined that “your” “emergency medical evacuation” or repatriation of remains claim is not covered.

“We” will provide advance payment when required and requested by “you”. However:

a. “We” reserve the right to deny a request for advance payment, if “we” confirm that “your” claim is not covered under the Policy; and

b. An advance payment made by “us” is not a guarantee of claim approval.

Emergency Medical Transportation and Repatriation of Remains Exclusions:

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

a. “medical transportation” taken against the advice of the attending “physician”;

b. intentionally self-inflicted “injury”, suicide, or attempted suicide by “you”;

c. “you” or “your” “traveling companion” are traveling for the purpose of securing medical treatment;

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

e. “your” participation in “dangerous activities”, except as a spectator;

f. expenses incurred by any “child” born during the “covered trip”;

g. any “loss” that occurs on a “covered trip” with a “destination” less than one hundred (100) miles from “your” “primary residence” or to another residence of “you” or “your” “traveling companion”; or

h. a “covered trip” that is not at least overnight in length.

For purposes of this coverage, the following definitions are added:

“Attendant” means “your” “traveling companion”, “family member”, close friend or a person contracted by “us” if there is no one else available who, on the advice of the “physician”, accompanies “you” while being transported.

“Emergency medical evacuation” means “your” immediate “medical transportation” from the place where “you” are “injured” or sick to the nearest “hospital” where appropriate medical treatment can be obtained because “your” medical condition warrants such evacuation.

“Escort” means a medically trained professional who is approved by “us” and is contracted to accompany and provide medical care to an ill or “injured” person while they are being transported.

“Medical transportation” means any land, sea or air conveyance required to transport “you” during an “emergency medical evacuation”.

“Medically appropriate” means an adequate and acceptable course of treatment or “medical transportation” in the opinion of the onsite attending “physician”.

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.

TRAVEL MEDICAL EXPENSE

“We” will pay a benefit to reimburse “you” for the “reasonable and customary charges”, up to the Maximum Limit shown in the “schedule of benefits” (and after satisfaction of the “deductible”) if “you” suffer an “injury” or “sickness” during the “covered trip” that requires treatment by a “physician”. The “injury” must occur or the “sickness” must first begin while on a “covered trip”. The initial documented treatment must be given by a “physician” during the “covered trip”.

TRAVEL MEDICAL COVERED EXPENSES

“We” will pay a benefit to reimburse “you” the “medically necessary” expenses incurred for:

a. services of a “physician” or nurse, and related tests or treatment;

b. “hospital” charges not including room and board or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or “hotel room”, not already included in the cost of “your” “covered trip”, if recommended as a substitute for a “hospital” room for recovery from an “injury” or “sickness”);

c. prescription medication to treat the “injury” or “sickness”;

d. charges for anesthesia (including administration), x-ray examinations or treatments, and laboratory tests;

e. local ambulance services to and from a “hospital”;

f. “hospital” room and board subject to the daily limit shown in the “schedule of benefits”;

g. artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices; and

h. the cost of emergency dental treatment for “accidental” “injury” to sound natural teeth that occurs during a “covered trip” limited to the Maximum Limit shown in the “schedule of benefits”. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after “you” have reached “your” “return destination”, regardless of the reason. The treatment must be given by a “physician” or dentist.

“We” will not pay for any expenses incurred after the date indicated in the WHEN YOUR COVERAGE ENDS section as shown in the ELIGIBILITY AND PERIOD OF COVERAGE section of this Certificate, regardless of the reason.

“We” will not pay benefits in excess of the “reasonable and customary charges”. “We” will not cover any expenses incurred by another party at no cost to “you” or already included within the cost of the “covered trip”.

Advance Payment: If “you” require admission to a “hospital” during a “covered trip” for an “injury” or “sickness”, “we” or “our” designated representative will arrange advance payment, if required by the “hospital”, directly to the “hospital”. “Hospital” confinement must be certified as “medically necessary” by the onsite attending “physician”.

This amount will be deducted from the Travel Medical Expense Maximum Limit shown in the “schedule of benefits”. You agree to reimburse this payment to “us” if:

a. “You” do not complete the claims process as outlined in the CLAIMS PROCEDURES AND PAYMENT section of this Certificate; or

b. It is determined that “your” Travel Medical Expense claim is not covered.

“We” will provide advance payment when required and requested by “you”. However:

a. “We” reserve the right to deny a request for advance payment if “we” confirm that “your” claim is not covered under the Policy; and

b. An advance payment made by “us” is not a guarantee of claim approval.

Benefits for Advance Payment will not duplicate any other benefits payable under the Policy.

TRAVEL MEDICAL EXPENSE EXCLUSIONS

In addition to the General Limitations and Exclusions, the following exclusions apply to the Travel Medical Expense benefit.

No benefits will be paid for any “loss” for, caused by, or resulting from:

a. any service provided by “you”, a “family member”, or “your” “traveling companion”;

b. alcohol or substance abuse or treatment for the same;

c. “experimental or investigative” treatment or procedures;

d. expenses incurred by any “child” born during the “covered trip”;

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

f. “your” “mental, nervous or psychological disorder”;

g. physical therapy or occupational therapy.

For purposes of this coverage, the following definition is added:

“Experimental or investigative” means treatments, devices or prescription medications which are recommended by a “physician” but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

TRIP DELAY

“We” will pay a benefit to reimburse “you” up to the Maximum Limit shown in the “schedule of benefits”, if “your” “covered trip” is delayed at least twelve (12) consecutive hours from the scheduled departure time as shown on “your” “confirmation” and prevents “you” from reaching “your” intended “destination”.

The Trip Delay benefit will cover “reasonable additional expenses”.as a result of a cancellation or delay to “your” “covered trip” for one of the following “unforeseen” events:

a. “you” are involved in or delayed due to a traffic “accident” while en route to a departure. Traffic “accident” must be substantiated by a police report;

b. “common carrier” delay;

c. “you” or “your” “traveling companion” have lost or had stolen, “your” passports, travel documents, or money;

d. “you” or “your” “traveling companion” are “quarantined” (except as the result of an “epidemic” or “pandemic”).

e. “strike”;

f. “natural disaster” at the point of departure or “destination”;

g. “you” or “your” “traveling companion’s” “injury” or “sickness” or death of “your” “traveling companion”;

h. “civil disorder”; or

i. hijacking.

“Reasonable additional expenses”, which were not paid or provided for by any other source, incurred over twenty dollars ($20) must be accompanied by receipts.

If “you” incur more than one (1) delay in the same “covered trip”, “we” will reimburse “you” for the delay with the largest benefit up to the Maximum Limit shown in the “schedule of benefits”.

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”. “You”, “your” “traveling companion”, or “service animal” must be examined by a “physician”, and the “physician” must advise “you” or “your” “traveling companion” to cancel 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”;

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 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, 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 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; 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.

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.

TABLE OF CONTENTS

SECTION I. - DEFINITIONS
SECTION II. - GENERAL PROVISIONS
SECTION III. - ELIGIBILITY AND PERIOD OF COVERAGE
SECTION IV. - CLAIMS PROCEDURES AND PAYMENT
SECTION V. - GENERAL LIMITATIONS AND EXCLUSIONS

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. ice skating;

e. camping;

f. backpacking;

g. snow skiing or snowboarding or cross-country, except “extreme skiing” or “extreme snowboarding”;

h. biking or cycling;

i. “mountain climbing” below fifteen thousand (15,000) feet;

j. fishing;

k. 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 (98) feet;

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

m. water skiing;

n. sailing;

o. snowmobiling;

p. tobogganing or sledding;

q. or any activity materially similar to the above.

“Baggage” means luggage and personal possessions including:

a. traveling documents;

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: (1) 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”.

“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. cliff diving;

b. fly-by-wire;

c. hang gliding;

d. heli-skiing;

e. heli-snowboarding;

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

g. Parkour; or

h. any activity materially similar to the above.

“Extreme skiing” means snow skiing that includes such activities as freestyle skiing, skiing in the backcountry on unmarked or unpatrolled areas either inside or outside a ski resort's boundaries, or skiing on slopes with an angle of descent of forty-five (45) degrees or more, or any activity materially similar to the above.

“Extreme snowboarding” means engaging in activities beyond general alpine snowboarding, such as jibbing, freeriding, freestyle, half-pipe, slopestyle, or 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.

“Hotel” means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and “reservations” are required.

“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 (130) feet.

“Quarantine(d)” means “you” or “your” “traveling companion” 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 dog, 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” 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;

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.

“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;

d. ice climbing;

e. ice curling;

f. ice diving;

g. ice hockey;

h. ice skating;

i. sledding or tobogganing; or

j. 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 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 incurred 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.

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

N. **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.

O. "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 “we” 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 “dangerous activities”;

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

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

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

l. traveling for the purpose of securing medical treatment;

m. 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;

n. 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;

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

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

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

r. 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”;

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

t. acts, travel alerts/bulletins, or prohibitions by any government or public authority;

u. a “pandemic” or “epidemic”;

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

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

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

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

z. 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

aa. 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 ($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.

GREAT AMERICAN INSURANCE COMPANY

GROUP TRAVEL INSURANCE POLICY

Insuring Agreement: This Policy is a legal contract between Great American Insurance Company (herein referred to as "we", "us", and "our") and the "policyholder". Benefits are provided for "insureds" of the "policyholder", subject to the terms and conditions of this Policy, in consideration of the payment of the required premium when due.

Eligibility Restrictions: The "insured" is not eligible to purchase coverage or receive benefits under this Policy if they are unable to travel, are limited from travel, are medically restricted from travel, or are experiencing and/or are under treatment for any "sickness" or "injury" that limits or restricts the "insured's" ability to travel on the date of purchase.

The "insured" is not eligible to purchase coverage or receive benefits under this Policy if the "insured" has other insurance coverage for the "loss(es)" for which this Policy is intended to insurance against. Multiple recovers for the same "loss" covered by other insurance coverage are not available under this Policy.

Throughout this document, when in quotes, certain words and phrases have the meaning as defined in the Certificate.

This Policy is governed by the laws of the state in which it is delivered.

PLEASE READ THIS POLICY CAREFULLY

TABLE OF CONTENTS

SECTION I. - SCHEDULE
SECTION II. - POLICY EFFECTIVE AND TERMINATION DATES
SECTION III. - PREMIUMS
SECTION IV. - GENERAL PROVISIONS

SECTION I - SCHEDULE

POLICYHOLDER:	**[**	**]**
ADDRESS:	**[**	**]**
	[	**]**
	[	**]**
GROUP POLICY NUMBER:	**[**	**]**
POLICY EFFECTIVE DATE:	**[**	**]**

SECTION II - POLICY EFFECTIVE AND TERMINATION DATES

A. **Policy Term:** This Policy period begins on the Policy Effective Date shown on the Schedule at 12:01 AM Standard Time at the address of the "policyholder" where this Policy is delivered. It shall automatically renew continuously for successive one-year periods thereafter until cancelled or non-renewed pursuant to the terms of this Policy.

B. **Cancellation and Non-Renewal:** The "policyholder" has the right to cancel their participation in this Policy at any time by giving advance notice to "us", stating when thereafter the cancellation shall be effective.

"We" have the right to cancel this Policy at any time at any time and for any reason. "We" will mail all notices of cancellation thirty (30) days prior to the effective date of cancellation if a Policyholder has participated in the Policy for sixty (60) days or less. If a Policyholder has participated in the Policy for sixty-one (61) days or more, the Company will mail advance notice of cancellation sixty (60) days prior to cancellation.

"We" will mail all notices of cancellation for nonpayment of premium ten (10) days in advance prior to cancellation. All notices of cancellation will be mailed to the last mailing address known by "us" for the named "policyholder".

Non-renewal:

"We" have the right to non-renew this Policy effective on any annual Policy anniversary date. All notices of non-renewal will be mailed to all Policyholders at the last mailing address known to the Company, at least sixty (60) days prior to the effective date of non-renewal.

SECTION III - PREMIUMS

A. **Premiums:** "We" provide insurance in return for premium payments. Premium must be remitted on behalf of the "insureds" to "us" or to "our" authorized representative when due or within the grace period.

B. **Premium Rate Change:** "We" have the right to change premium rates on any premium due 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.

C. **Grace Period.** A grace period of ten (10) days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the grace period if the "policyholder" pays all premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the "policyholder" fails to pay all premiums due by the last day of the grace period.

No grace period will be provided if "we" receive notice to terminate this Policy from the "policyholder" prior to a premium due date.

SECTION IV - GENERAL PROVISIONS

A. **Entire Contract; Changes**: This Policy, the Certificate, "schedule of benefits", and any attachments are the entire contract of insurance. No agent may change it in any way. Only one of "our" officers may approve a change. Any such change must be shown in this Policy or its attachments.

B. **Records:** As required by "us", the "policyholder" must keep a record of the insurance for all "insureds". "We" can inspect these records while coverage is in effect and for one year after it ends or until final adjustment and settlement of claims hereunder, whichever is later.

C. **Clerical Error**: Clerical errors in keeping any records pertaining to the coverage, whether by the "policyholder" or by "us", will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to "us" and is rectified promptly upon discovery. This may include adjusting, collecting or refunding premium.

D. **Legal Action**: No legal action for a claim or in equity can be brought against "us" until sixty (60) days after "we" receive any required proof of "loss". 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.

E. **Controlling Law**: Any part of this Policy that conflicts with the state law where this Policy is issued is changed to

meet the minimum requirements of that law.

F. **Governing Jurisdiction**: The insurance regulatory agency and courts of the jurisdiction in which the “policyholder” is located shall have jurisdiction over the group insurance coverage as if such coverage or plan were issued directly to the “insured”.

G. **Misrepresentation and Fraud**: Coverage to an “insured” is issued in reliance on the information the “insured” provides at the time of enrollment. “We” may deny all coverage, or, at “our” election, assert any other remedy available under applicable law, if the “insured” [or the “insured’s” “traveling companion”] seeking coverage under this Policy knowingly concealed, misrepresented or omitted any material fact or engaged in fraudulent conduct at the time of enrollment, at any time during the Policy period, or in connection with the filing or settlement of any claim.

H. **Duty to Cooperate:** The “policyholder” must agree to fully cooperate with “us” in the event “we” determine that an investigation is warranted regarding any claim for coverage under this Policy. The “policyholder” must agree to comply with all requests by “us” to provide information and/or documentation related to any claim under this Policy. The “policyholder” must agree to cooperate with “us” in the investigation and assessment of any “loss” and/or circumstances giving rise to a “loss” under this Policy.

I. **Subrogation**: When someone is responsible for an “insured’s” “loss”, “we” have the right to recover any payments “we” have made to the “insured” or someone else in relation to the “insured’s” 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.

J. **Noncompliance with Policy Requirements.** Any express waiver by “us” of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by “us” to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

K. **Assignment**: The “policyholder” may not assign any of his or her rights, privileges or benefits under this Policy without “our” prior consent.

L. **Certificate of Insurance:** Additional binding provisions are contained in the Certificate, which is hereby attached to and incorporated in this Policy. The terms of the Certificate are hereby made part of this Policy as if fully restated in the body of this Policy.

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”, “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”. “You”, “your” “traveling companion”, or “service animal” must be examined by a “physician”, and the “physician” must advise “you” or “your” “traveling companion” to cancel 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 a hurricane or tropical storm is named on or before the “effective date” of “your” Trip Cancellation Coverage. 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”;

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” and/or “your” “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.

BAGGAGE DELAY

“We” will pay a benefit to reimburse “you”, up to the Maximum Limit shown in the “schedule of benefits”, for the purchase of “personal effects”, if “your” “baggage” is delayed or misdirected by the “common carrier” for more than twenty-four (24) hours while on “your” “covered trip”.

Incurred expenses must be accompanied by receipts.

This benefit does not apply if “your” “baggage” is delayed after “you” have reached “your” “return destination”.

Baggage Delay Proof of Loss

“You” must provide “us” or “our” designated representative with the following:

a. an incident report filed with the “common carrier” confirming the delay;

b. receipts for the expenses being claimed. If receipts are unavailable, other sufficient documentation such as a credit card statement;

c. documentation showing any received or expected settlements, refunds or credits for this “loss” from any other party; and

d. “you” must provide documentation of the delay or misdirection of “baggage” by the “common carrier”.

BAGGAGE

“We” will pay “you” the lesser of:

a. the “actual cash value” as determined by “us”; or

b. “replacement cost”,

up to the Maximum Limit shown in the “schedule of benefits”, and subject to the special limitations shown below, for “loss”, theft or damage to “your” “baggage” during “your” “covered trip”.

“We” will also pay for fees incurred to ship “your” “baggage” to “your” location if the lost items are recovered. Benefits are payable only after satisfaction of the “deductible” shown in the “schedule of benefits.

Special Limitations:

“We” will reimburse “you” up to one hundred dollars ($100) per item.

Items over one hundred fifty dollars ($150) must be accompanied by original receipts. If receipts are not provided, the maximum amount payable will be one hundred fifty dollars ($150).

In the event of a “loss” to a pair or set of items, “we” will pay the lesser of:

a. The cost to repair or purchase the individual item(s) needed to complete the set or pair; or

b. the original purchase price of the set or pair.

In the event of a “loss” of “your” prescription medication, “we” will reimburse “you” only for the cost to replace the amount of prescriptions drugs that were lost, stolen, or damaged. The prescribing “physician” must authorize the replacement and it must be legally permissible to replace the prescription at “your” location.

Baggage Maximum Limit shown in the “schedule of benefits” also includes:

a. “losses” due to unauthorized use of “your” credit cards if they are lost or stolen during the “covered trip”. However, this benefit will not apply if “you” have failed to comply with all requirements imposed by the issuing credit card companies; and

b. the cost to replace “your” passport or visa if it is lost, stolen or damaged during the “covered trip”. The “loss”, theft or damage must be documented by a police report.

Baggage Proof of Loss

“You” must provide “us” or “our” designated representative with the following:

a. an “accident”, police, or incident report providing details of the incident;

b. receipts for all items being claimed;

c. a copy of a repair invoice or estimate, if the claim is for damaged “baggage; and

d. documentation showing any received or expected settlements, refunds or credits for this “loss” from any other party.

Baggage Exclusions:

In addition to the General Limitations and Exclusions, the following exclusions apply to the Baggage benefit. No benefits will be paid for:

a. loss of, or damage to, motor vehicles;

b. loss of, or damage to, artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;

c. loss of, or damage to, money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above;

d. loss of, or damage to, property shipped as freight, or shipped prior to the “departure date”;

e. loss of, or damage to, contraband;

f. loss of, or damage to, items seized by any government official or customs official;

g. damage caused by any process of repair;

h. “loss” resulting from defective materials or craftsmanship;

i. damage caused by radioactive contamination;

j. “loss” resulting from mysterious disappearance;

k. “loss” resulting from normal wear and tear or deterioration; or

l. any “loss” that occurs on a “covered trip” with a “destination” less than one hundred (100) miles from “your” “primary residence”.

EMERGENCY MEDICAL TRANSPORTATION

“We” will pay a benefit to reimburse “you”, up to the Maximum Limit shown in the “schedule of benefits”, for covered “emergency medical evacuation” expenses incurred due to “your” “injury” or “sickness” that occurs while on a “covered trip”.

Covered “emergency medical evacuation” expenses are the “reasonable and customary charges” for necessary “medical transportation”, related medical services, and medical supplies required by the standard regulations of the conveyance transporting “you” incurred during “your” “emergency medical evacuation”. The “medical transportation” must be:

a. Ordered by the onsite attending “physician”, who must certify that the severity of “your” “injury” or “sickness” warrants the “emergency medical evacuation”;

b. Authorized in advance by “us” or “our” designated representative. In the event “your” “injury” or “sickness” prevents prior authorization of the “emergency medical evacuation”, “we” or “our” designated representative must be notified as soon as reasonably possible; and

c. By the most direct and economical route possible.

Covered Expenses include:

a. Expenses incurred by “you” for “physician”-ordered “emergency medical evacuation”, including “medical transportation” and necessary medical care en route, to the nearest suitable “hospital”, when “you” are critically ill or “injured” and no suitable local care is available, subject to prior approval by “us” or “our” designated representative;

b. “Reasonable and customary charges” incurred for an “escort’s” or contracted “attendant’s” services, and the “escort’s” or “attendant’s” “transportation” and accommodations, if an attending “physician” recommends that an “escort” or “attendant” accompany “you”. This benefit is inclusive of the Maximum Limit shown in the “schedule of benefits” for Emergency Medical Transportation coverage;

Special Limitation: In the event “we” or “our” authorized representative could not be contacted to arrange for covered expenses, benefits are limited to the amount “we” would have paid had “we” or “our” authorized representative been contacted.

Repatriation of Remains Coverage

“We” will pay a benefit to reimburse “you” for repatriation of remains covered expenses up to the Emergency Medical Transportation Maximum Limit shown in the “schedule of benefits” to return “your” remains if “you” die while on the “covered trip”.

Repatriation of remains covered expenses are limited to the “reasonable and customary charges” for the expenses listed below. “We” or “our” authorized representative must make all arrangements and authorize all expenses in advance.

Repatriation of remains covered expenses include the “reasonable and customary charges” for:

a. embalming or cremation; and

b. associated temporary storage costs for up to fifteen (15) days, or until local authorities will permit further “transportation” of the body, whichever is later; and

c. the most economical coffins or receptacles adequate for “transportation” of the remains; and

d. “transportation” of the remains, by the most direct and economical conveyance and route possible, to:

(1) the nearest location where the body can be embalmed or cremated, if not locally available; and

(2) the receiving funeral home or morgue, the “return destination”, or a different place of burial within “your” country of residence; and

e. the cost for creation and transmission of necessary documentation to transport the body, such as a death certificate, autopsy or police report, up to five (5) copies per document.

Special Limitation:

In the event “we” or “our” authorized representative could not be contacted to arrange for repatriation of remains covered expenses, benefits are limited to the amount “we” would have paid had “we” or “our” authorized representative been contacted.

Advance Payment

“We” will pay a benefit, up to the Maximum Limit shown in the “schedule of benefits”, directly to the provider if, while on a “covered trip”, “you” suffer an “injury” or “sickness” which requires an “emergency medical evacuation” or repatriation of remains, and payment is required prior to “medical transportation” or repatriation. This amount will be deducted from the Emergency Medical Transportation Maximum Limit, shown in the “schedule of benefits”. “You” agree to reimburse this payment to “us” if: (a) “you” do not file a claim for the expenses incurred as outlined in the CLAIMS PROCEDURES AND PAYMENT section of this Certificate; or (b) it is determined that “your” “emergency medical evacuation” or repatriation of remains claim is not covered.

“We” will provide advance payment when required and requested by “you”. However:

a. “We” reserve the right to deny a request for advance payment, if “we” confirm that “your” claim is not covered under the Policy; and

b. An advance payment made by “us” is not a guarantee of claim approval.

Emergency Medical Transportation and Repatriation of Remains Exclusions:

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

a. “medical transportation” taken against the advice of the attending “physician”;

b. intentionally self-inflicted “injury”, suicide, or attempted suicide by “you”;

c. “you” or “your” “traveling companion” are traveling for the purpose of securing medical treatment;

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

e. “your” participation in “dangerous activities”, except as a spectator;

f. expenses incurred by any “child” born during the “covered trip”;

g. any “loss” that occurs on a “covered trip” with a “destination” less than one hundred (100) miles from “your” “primary residence” or to another residence of “you” or “your” “traveling companion”; or

h. a “covered trip” that is not at least overnight in length.

For purposes of this coverage, the following definitions are added:

“Attendant” means “your” “traveling companion”, “family member”, close friend or a person contracted by “us” if there is no one else available who, on the advice of the “physician”, accompanies “you” while being transported.

“Emergency medical evacuation” means “your” immediate “medical transportation” from the place where “you” are “injured” or sick to the nearest “hospital” where appropriate medical treatment can be obtained because “your” medical condition warrants such evacuation.

“Escort” means a medically trained professional who is approved by “us” and is contracted to accompany and provide medical care to an ill or “injured” person while they are being transported.

“Medical transportation” means any land, sea or air conveyance required to transport “you” during an “emergency medical evacuation”.

“Medically appropriate” means an adequate and acceptable course of treatment or “medical transportation” in the opinion of the onsite attending “physician”.

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.

TRAVEL MEDICAL EXPENSE

“We” will pay a benefit to reimburse “you” for the “reasonable and customary charges”, up to the Maximum Limit shown in the “schedule of benefits” (and after satisfaction of the “deductible”) if “you” suffer an “injury” or “sickness” during the “covered trip” that requires treatment by a “physician”. The “injury” must occur or the “sickness” must first begin while on a “covered trip”. The initial documented treatment must be given by a “physician” during the “covered trip”.

TRAVEL MEDICAL COVERED EXPENSES

“We” will pay a benefit to reimburse “you” the “medically necessary” expenses incurred for:

a. services of a “physician” or nurse, and related tests or treatment;

b. “hospital” charges not including room and board or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or “hotel room”, not already included in the cost of “your” “covered trip”, if recommended as a substitute for a “hospital” room for recovery from an “injury” or “sickness”);

c. prescription medication to treat the “injury” or “sickness”;

d. charges for anesthesia (including administration), x-ray examinations or treatments, and laboratory tests;

e. local ambulance services to and from a “hospital”;

f. “hospital” room and board subject to the daily limit shown in the “schedule of benefits”;

g. artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices; and

h. the cost of emergency dental treatment for “accidental” “injury” to sound natural teeth that occurs during a “covered trip” limited to the Maximum Limit shown in the “schedule of benefits”. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after “you” have reached “your” “return destination”, regardless of the reason. The treatment must be given by a “physician” or dentist.

“We” will not pay for any expenses incurred after the date indicated in the WHEN YOUR COVERAGE ENDS section as shown in the ELIGIBILITY AND PERIOD OF COVERAGE section of this Certificate, regardless of the reason.

“We” will not pay benefits in excess of the “reasonable and customary charges”. “We” will not cover any expenses incurred by another party at no cost to “you” or already included within the cost of the “covered trip”.

Advance Payment: If “you” require admission to a “hospital” during a “covered trip” for an “injury” or “sickness”, “we” or “our” designated representative will arrange advance payment, if required by the “hospital”, directly to the “hospital”. “Hospital” confinement must be certified as “medically necessary” by the onsite attending “physician”.

This amount will be deducted from the Travel Medical Expense Maximum Limit shown in the “schedule of benefits”. You agree to reimburse this payment to “us” if:

a. “You” do not complete the claims process as outlined in the CLAIMS PROCEDURES AND PAYMENT section of this Certificate; or

b. It is determined that “your” Travel Medical Expense claim is not covered.

“We” will provide advance payment when required and requested by “you”. However:

a. “We” reserve the right to deny a request for advance payment if “we” confirm that “your” claim is not covered under the Policy; and

b. An advance payment made by “us” is not a guarantee of claim approval.

Benefits for Advance Payment will not duplicate any other benefits payable under the Policy.

TRAVEL MEDICAL EXPENSE EXCLUSIONS

In addition to the General Limitations and Exclusions, the following exclusions apply to the Travel Medical Expense benefit.

No benefits will be paid for any “loss” for, caused by, or resulting from:

a. any service provided by “you”, a “family member”, or “your” “traveling companion”;

b. alcohol or substance abuse or treatment for the same;

c. “experimental or investigative” treatment or procedures;

d. expenses incurred by any “child” born during the “covered trip”;

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

f. “your” “mental, nervous or psychological disorder”;

g. physical therapy or occupational therapy.

For purposes of this coverage, the following definition is added:

“Experimental or investigative” means treatments, devices or prescription medications which are recommended by a “physician” but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

TRIP DELAY

“We” will pay a benefit to reimburse “you” up to the Maximum Limit shown in the “schedule of benefits”, if “your” “covered trip” is delayed at least twelve (12) consecutive hours from the scheduled departure time as shown on “your” “confirmation” and prevents “you” from reaching “your” intended “destination”.

The Trip Delay benefit will cover “reasonable additional expenses”.as a result of a cancellation or delay to “your” “covered trip” for one of the following “unforeseen” events:

a. “you” are involved in or delayed due to a traffic “accident” while en route to a departure. Traffic “accident” must be substantiated by a police report;

b. “common carrier” delay;

c. “you” or “your” “traveling companion” have lost or had stolen, “your” passports, travel documents, or money;

d. “you” or “your” “traveling companion” are “quarantined” (except as the result of an “epidemic” or “pandemic”).

e. “strike”;

f. “natural disaster” at the point of departure or “destination”;

g. “you” or “your” “traveling companion’s” “injury” or “sickness” or death of “your” “traveling companion”;

h. “civil disorder”; or

i. hijacking.

“Reasonable additional expenses”, which were not paid or provided for by any other source, incurred over twenty dollars ($20) must be accompanied by receipts.

If “you” incur more than one (1) delay in the same “covered trip”, “we” will reimburse “you” for the delay with the largest benefit up to the Maximum Limit shown in the “schedule of benefits”.

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”. “You”, “your” “traveling companion”, or “service animal” must be examined by a “physician”, and the “physician” must advise “you” or “your” “traveling companion” to cancel 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”;

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 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, 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 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; 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.