



## DESCRIPTION OF COVERAGE

G-330SKI

UNDERWRITTEN BY GENERALI US BRANCH,

A Stock Company

Master Policy Number: TMP100010

This Description of Coverage does not amend, extend or alter the coverage afforded by the insurance policy.

This Description of Coverage may describe more travel insurance benefits than purchased by you. As insurance benefits can vary from program to program, please refer to the Schedule of Benefits. It provides you with specific information about the program you have purchased.

Notice to residents of AK, SD, OH, LA, CO, MN, WA, WY, IN, NY, GA, KS, OR, TN: This document is for informational purposes only. To obtain your state specific insurance policy please call (866) 999-4018 or visit <http://www.csatravelprotection.com/certpolicy.do>.

This plan does not apply to the extent any US, UN or EU economic or trade sanctions, or other laws or regulations, prohibit Generali Global Assistance from providing insurance, and related services, including, but not limited to, the payment of any claims. Any expenses incurred or claims made involving travel, or travel related services, that are in violation of such sanctions, laws or regulations will not be covered under this plan. Any coverage provided under this plan in violation of any US, UN or EU economic or trade sanctions, or other laws or regulations, shall be null and void. To learn more please visit the US Treasury's website at [www.treasury.gov/resource-center/sanctions](http://www.treasury.gov/resource-center/sanctions).

## DESCRIPTION OF 24-HOUR EMERGENCY ASSISTANCE SERVICES

### (PROVIDED BY GENERALI GLOBAL ASSISTANCE'S DESIGNATED PROVIDER)

#### Available Services

Various 24-Hour Emergency Assistance Services are provided along with the Generali Global Assistance plans. A description of all 24-Hour Emergency Assistance Services are contained in this document. This plan is administered by Generali Global Assistance.

#### How to Call the 24-Hour Emergency Hotline

If you need emergency help for an available service, you can call toll-free 24 hours a day to (877) 243-4135 from within the United States, or call collect to (240) 330-1529 from around the world.

When calling, you should have available your Policy/ Reference number and Plan Code, your location, a local telephone number, and details of the situation. After your coverage has been verified, the assistance provider will assist you. If you cannot call collect from your location, dial direct and give the assistance provider your telephone number and location and they will call you back.

To call collect from a foreign country you may first need to reach a live operator on the line. In some cases, that operator may not understand how to process collect calls to the United States. To be prepared, please visit [www.consumer.att.com/global/english/away/directservice.html](http://www.consumer.att.com/global/english/away/directservice.html) for information on how to reach an English-speaking operator. If you were unable to reach Generali Global Assistance collect and paid for your call, we will ask you for a number to call you back so you will pay no further charges.

In the event of a life-threatening emergency, please first call the local emergency authorities to receive immediate assistance and then contact the assistance provider.

There may be times when circumstances beyond the assistance provider's control hinder their endeavors to provide help services; however, they will make all reasonable efforts to provide services and help resolve your problem.

The assistance provider cannot be held responsible for failure to provide, or for delay in providing services when such failure or delay is caused by conditions beyond its control, including but not limited to flight conditions, labor disturbance and strike, rebellion, riot, civil commotion, war or uprising, nuclear accidents, natural disasters, acts of God or where rendering service is prohibited by local law or regulations.

#### FOR COVERAGE INQUIRIES OR CUSTOMER SERVICE CALL:

**(866) 999-4018**

#### PARA ASISTENCIA EN ESPANOL, FAVOR DE LLAMAR AL:

**(800) 318-0179**

#### FOR EMERGENCY ASSISTANCE 24H A DAY DURING YOUR TRIP, CALL:

**IN THE U.S.  
(877) 243-4135**

**COLLECT WORLDWIDE  
(240) 330-1529**

The assistance provider's staff will do their best to refer you to the appropriate providers. However, the assistance provider and Generali Global Assistance cannot be held responsible for the quality or results of any services provided by these independent practitioners.

### **Availability of Services**

You are eligible for informational and concierge services at any time after you purchase this plan.

The Emergency Assistance Services become available when you actually start your trip.

Emergency Assistance, Concierge and Informational Services end the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip.

The Identity Theft Resolution Services become available on your scheduled departure date for your trip. Services end 180 days (six months) from the date of your scheduled departure date for your trip.

Identity Theft Resolution does not guarantee that its intervention on behalf of you will result in a particular outcome or that its efforts on behalf of you will lead to a result satisfactory to you.

Identity Theft Resolution does not include, and Identity Theft Resolution shall not assist you for thefts involving non-US bank accounts.

### **Informational Services**

The assistance provider offers a wide range of informational services before you leave home and during your trip, including: Visa, Passport, Inoculation and Immunization Requirements, Cultural Information, Temperature, Weather Conditions, Embassy and Consulate Referrals, Foreign Exchange Rates, and Travel Advisories.

## **EMERGENCY ASSISTANCE SERVICES**

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### **Medical Referral**

If an emergency occurs during a trip that requires you to visit a doctor, you should call the Emergency Hotline to obtain the names of local qualified doctors who speak your language. If additional medical services are required, the assistance provider is prepared to consult with the attending physician and provide such assistance, as they believe to be in your best interest.

### **Traveling Companion Assistance**

If a Traveling Companion loses previously-made travel arrangements due to your medical emergency, the assistance provider will arrange for your Traveling Companion's return home.

### **Emergency Cash Transfer**

If your cash or traveler's checks are lost or stolen, or unanticipated emergency expenses are incurred, the assistance provider will help arrange for an emergency cash transfer in currency, traveler's checks, or other forms as deemed acceptable by the assistance provider. The assistance provider will advance up to \$500 after satisfactory guarantee of reimbursement from you.

### **Legal Referral**

The assistance provider will locate attorneys available during regular working hours. Assistance will also be provided to advance bail bond, where permitted by law. You are responsible for contracted legal fees.

### **Locating Lost or Stolen Items**

The assistance provider will assist in locating and replacing lost or stolen luggage, documents and personal possessions.

### **Replacement of Medication and Eyeglasses**

The assistance provider will arrange to fill a prescription that has been lost, stolen or requires a refill, subject to local law, whenever possible. The assistance provider will also arrange for shipment of replacement eyeglasses. Costs for shipping of medication or eyeglasses, or a prescription refill, etc. are your responsibility. The refill may require a visit to a local physician. You should be prepared to furnish the assistance provider with a copy of your original prescription and/or the name and phone number of your regular attending physician.

### **Embassy and Consular Services**

The assistance provider will provide referrals to travelers needing the assistance of U.S. embassies and consulates.

### **Worldwide Medical Information**

The assistance provider can provide necessary inoculation and vaccination information, and detailed general health and medical descriptions of destinations around the world.

### **Interpretation/Translation**

The assistance provider will assist with telephone interpretation in all major languages or will refer you to an interpretation or translation service for written documents.

### **Emergency Message Relay**

Emergency messages can be relayed to and from friends, relatives, personal physicians and employers.

### **Pet Return**

The assistance provider will arrange for the return of your pet to your home if your pet is traveling with you and you are unable to take care of your pet due to a medical emergency.

### **Vehicle Return**

The assistance provider will make arrangements to have a designated person or provider return your vehicle to your home (or your rental vehicle to the closest rental agency) if you experience a medical emergency or mechanical problems, which prevent you from driving the vehicle.

## **ON DEMAND MEDICAL CARE**

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### **Teladoc**

Teladoc offers 24/7 access to its proprietary nationwide cross-coverage network of U.S. licensed physicians for telephone and secure e-mail medical consultations. Physicians provide specific answers to medical questions and advice regarding non-emergency, routine medical conditions. Physicians discuss symptoms, recommend treatment options, diagnose many common conditions, and prescribe medication when appropriate

### **No Out-of-Pocket Medical Expense**

If you develop an acute illness while on your trip that requires treatment by a physician, you should first call the Emergency Hotline to obtain the name of a local qualified physician in the assistance provider's network. If an in-network physician is available, the assistance provider will schedule the medical visit and guarantee payment to the physician for a medical visit not to exceed \$1000. This service is only available provided there is coverage for the acute illness under the Medical and Dental coverage and is subject to all restrictions, limitations and exclusions provided in the policy. This service is not applicable to expenses for emergency dental treatment.

## **CONCIERGE SERVICES**

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**City profiles:** provide travelers access to information on over 10,000 destinations worldwide, including a complete report on local entertainment, social customs, and health advisories.

**Epicurean needs:** arranges the delivery of specialized foods and beverages to your home or office, including gourmet meats and fine wine.

**Event ticketing:** provides tickets to virtually any sporting, theater or concert event worldwide.

**Flowers and gift baskets:** include the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.

**Golf outings and tee times:** provide referrals and tee times at golf courses around the world.

**Hotel accommodations:** offers research and recommendations on hotels worldwide and book reservations if requested by you.

**Meet-and-greet services:** include the pick-ups of friends; family members or business associates at airports or other common carrier destinations by limousine personnel.

**Personalized retail shopping assistance:** includes purchasing selected retail items at your request.

**Pre-trip assistance:** provides information on travel destinations, city profiles, weather, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.

**Procurement of hard-to-find items:** ensures our associates will use every means possible to obtain an obscure or exotic item at your request.

**Restaurant reviews and reservations:** provides you with information on restaurants worldwide and the ability to book reservations from anywhere, anytime.

**Rental car reservations:** provide worldwide reservations through most major rental car agencies.

**Airline reservations:** provide full-service air travel accommodations to destinations worldwide.

**Pet Services Locator:** helps travelers find pet-related services such as veterinarians and pet sitters.

## **DESCRIPTION OF IDENTITY THEFT RESOLUTION SERVICES**

*(PROVIDED BY GENERALI'S DESIGNATED PROVIDER)*

If you believe you are victim of Identity Theft, please contact our assistance provider at (877) 243-4135. A description of the service and terms of use are provided below. The assistance provider treats each "Identify Theft" as an emergency and, subject to the limitations set forth in this Program Description, performs, for you any or all of the following steps necessary to attempt to undo or prevent further damage upon receipt, by you, of a duly completed and executed "Authorization Form".

- Obtain all pertinent credit information and history from you on the phone to determine if a fraud or theft has occurred.
- Educate you on how Identity Theft occurs and inform you of protective measures to take to avoid further occurrences.
- Provide you with a helpful ID Theft Resolution Kit.
- Provide you with a uniform ID Theft Affidavit ("Affidavit"), answer any question with regard to completing the Affidavit and submit the Affidavit to the proper authorities, credit bureaus, and creditors.
- Obtain list of creditors to be contacted and contact them with separate itemized fraudulent account statements for each fraudulent occurrence.

- Report or assist you in reporting the fraudulent activity to the local authorities and forward a report of the said fraudulent activity to your creditors.
- Notify all three major credit-reporting agencies to obtain a free credit report for you and place an alert on your records with the agencies, and obtain a list of additional creditors from you.
- If the Identity Theft Affidavit proves that you are a victim of Identity Theft, the assistance provider shall provide access via postal mail to credit monitoring to you for one year.
- Place a "security freeze" on your credit records, in states where such law was passed.
- Submit "Authorization Form" and Affidavit to your creditors requesting cancellation of your card(s) and an issuance of a new one(s).
- If other forms of identification were stolen or missing, such as an ATM card, Driver's License, Social Security Card, Passport and so forth, notify or assist you in notifying the appropriate bank or agency of the situation so that you may take appropriate action and reissue a new form of identification.
- Provide you with assistance in filing or submitting paperwork for special ID Theft Protective measures, specific to your state of residence.
- On a weekly basis, until file is closed, contact you with an updated status report.
- When needed, follow up with creditors to ensure that the matter has been properly handled.

## **ROADSIDE ASSISTANCE**

You will have to pay for any non-covered expenses or covered costs in excess of your per occurrence maximum. Service must be a covered benefit under the terms and conditions of this contract and is available only for the specific Covered Vehicle. Covered Vehicle means any vehicle registered to the insured and used while on a trip.

All of the services provided are described herein and are applicable throughout the United States.

### **24-Hour Roadside Assistance includes:**

- Towing Service
- Battery Jump/Minor Roadside Adjustments
- Flat Tire Change: A flat tire will be changed with the insured's spare tire
- Fuel Delivery
- Vehicle Winching/Extraction: Your vehicle will be winched if it is stuck in a ditch, mud or snow as long as it is accessible from a normally traveled roadway.
- Locksmith Services

You must be with your vehicle when the service provider arrives. There is a limit of two claims per trip. There is a five-mile towing limitation to the nearest service facility. After five miles, you will be billed an additional per mile fee (usually around \$2 per mile, depending on the location).

In some areas there may not be an available service provider. In this case, once the assistance provider has issued you an authorization number, you may contact a facility on your own for emergency service and you will be reimbursed up to \$80 USD.

Service included for all self-propelled, four-wheeled vehicles, trucks and RVs with a carrying capacity of up to one ton (2000 pounds) designed, licensed, and used for private, on-road transportation up to five miles from hook up to nearest service facility. Motorcycles are provided service.

### **Exclusions to Service**

Service does not include your transportation to the vehicle for service or from the vehicle to another destination after service has been rendered. Service will not be rendered in areas not regularly traveled, such as vacant lots, beaches, open fields, or other places where it would be hazardous for service vehicles to reach. Assistance provider will not tow a vehicle off a boat dock or marina. Assistance provider will not hoist, winch or shovel vehicles from unplowed areas, snow banks, snowbound driveways or curbside parking.

Service does not include: delivery or repair of tires; installation or removal of snow tires and chains; dismounting, repairing, or rotating tires; vehicle's storage charges; cost of parts, installation, products, materials, impounding and additional labor relating to towing; service of any kind for vehicles used for commercial purposes or using dealer tags\*; service for taxicabs, tractors, boats, trailers, dune buggies, or vehicles used for competition; service for stolen or unlicensed vehicles; service for vehicles with expired safety inspection sticker, license plate sticker, and/or emission sticker(s) where required by law; service for vehicles illegally parked or impounded; repeated service calls for a car in need of routine maintenance.

\*All trucks in New York have commercial license plates whether they are used for business or private use. If the truck is used for private use, service will be provided.

# INSURANCE COVERAGE

## SCHEDULE OF BENEFITS

Coverage	Maximum Limit Per Person	Maximum Limit Per Plan
Trip Cancellation	100% of Trip Cost Insured*	
Trip Interruption	150% of Trip Cost Insured*	
Trip Inconvenience	100% of Trip Cost Insured*	
Travel Delay (\$200 Per Person Daily Limit Applies)	\$600	\$6,000
Baggage Coverage	\$1,000	\$10,000
Sporting Equipment	\$1,000	\$10,000
Baggage Delay	\$1,000	\$10,000
Sporting Equipment Delay	\$1,000	\$10,000
Accidental Death and Dismemberment - Travel Accident	\$100,000	\$100,000
Medical and Dental	\$25,000	\$250,000
Emergency Assistance and Transportation (\$10,000 Limit Applies For Companion Hospitality Expenses)	\$1,000,000	\$1,000,000
Rental Car Damage (not available to residents of TX)	\$25,000	\$25,000

\* The maximum Trip Cost for this plan is \$50,000.

### 10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE

If you are not satisfied for any reason, you may cancel coverage under the policy within 10 days after receipt. Your premium payment will be refunded, provided that there has

been no incurred covered expense and you have not left on your Trip. Return the Description of Coverage to us at the Program Administrator's office or our authorized agent. When so returned, the Description of Coverage is void from the beginning. After this 10-day period, the payment for this coverage is nonrefundable.

### DEFINITIONS

"you", "your" and "yours" refer to the Insured. "we", "us" and "our" refer to the company providing this coverage. In addition, certain words and phrases are defined as follows:

**ACCIDENT** means a sudden, unexpected, unintended and external event, which causes Injury.

**ACCOMMODATION** means any establishment used for the purpose of temporary overnight lodging for which a fee is paid and reservations are required.

**ACTUAL CASH VALUE** means purchase price less depreciation.

**ADOPTION PROCEEDING** means any mandatory meeting as a condition of law requiring the attendance of the prospective adoptive parent(s) with the intent to create a legal parent-child relationship.

**AIR FLIGHT ACCIDENT** means an Accident that occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

**BAGGAGE** means luggage, personal possessions and travel documents taken by you on your Trip, excluding items defined as Business Equipment or Sporting Equipment.

**BUSINESS EQUIPMENT** means physical property owned by you used in trade, business, or for the production of income, taken by you for use on your Trip, excluding software, data, and any items defined as Baggage or Sporting Equipment within this Policy.

**COMMON CARRIER** means any land, water or air conveyance, with scheduled and published departure and arrival times, operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**DOMESTIC PARTNER** means a person who is at least eighteen years of age and you can show: (1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; (2) evidence of cohabitation for at least the previous 6 months; and (3) an affidavit of domestic partnership if recognized by the jurisdiction within which you reside.

**ELECTIVE TREATMENT AND PROCEDURES** means any medical treatment or surgical procedure that is not medically necessary including any service, treatment, or supplies that are deemed by the federal, or a state or local government authority, or by us to be research or experimental or that is not recognized as a generally accepted medical practice.

**EPIDEMIC** means an outbreak of a contagious illness or disease that spreads rapidly and widely and that is identified as an epidemic by The Centers for Disease Control and Prevention.

**FAMILY MEMBER** means

- Traveling Companion(s)
- Insured's or Traveling Companion's Spouse
- Insured's, Traveling Companion's or Spouse's:
  - child;
  - parent;
  - sibling;
  - grandparent, great-grandparent, grandchild or great-grandchild;
  - step-parent, step-child or step-sibling;
  - son-in-law or daughter-in-law;
  - brother-in-law or sister-in-law;
  - aunt or uncle;
  - niece or nephew;
  - legal guardian;
  - foster child or legal ward.

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the jurisdiction of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Trip, provided the Financial Insolvency occurs more than 14 days following your effective date for the Trip Cancellation Benefits. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**HOME** means your primary or secondary residence.

**HOSPITAL** means an institution that meets all of the following requirements: (1) it must be operated according to law; (2) it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis; (3) it must provide diagnostic and surgical facilities supervised by Physicians; (4) registered nurses must be on 24-hour call or duty; and (5) the care must be given either on the hospital's premises or in facilities available to the

hospital on a prearranged basis. A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

HOST means the person with whom you are scheduled to share pre-arranged overnight accommodations in his/her principal place of residence.

INJURY means bodily harm caused by an Accident which requires the in-person examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

INSURED means the person named on the application form, for whom the required premium payment is received and a Trip is scheduled and any eligible Traveling Companions who share the same Accommodation with the person enrolled and for whom the required premium payment is received.

INSURER means Generali US Branch. Generali US Branch operates under the following names:

In California: Generali Assicurazioni Generali S.p.A. (U.S. Branch)

In Virginia: The General Insurance Company of Trieste and Venice – U.S. Branch

OTHER VALID AND COLLECTIBLE HEALTH INSURANCE means any policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes, but is not limited to, group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a covered expense.

PANDEMIC means an Epidemic over a wide geographic area that affects a large portion of the population.

PAYMENTS means the cash, check, and/or credit card amounts paid for your Trip, including but not limited to reservation costs, timeshare exchange fees, ownership dues (not including the cost of your vacation ownership) and maintenance fees. Payments also include the units of currency purchased from a travel or vacation club to be used as valuation in payment for arrangements and

to access travel arrangements (including but not limited to points, credits or other values). Such currency units must be used in accordance with travel or vacation club rules and must be for travel under a membership or for a deeded real estate product. In the case of currency units, we reserve the right to replace, restore or replenish your currency units in lieu of reimbursement.

PHYSICIAN means a person licensed as a medical doctor by the jurisdiction in which he/she is resident to practice the healing arts. He/she must be practicing within the scope of his/her license for the service or treatment given and may not be you, a Traveling Companion, or a Family Member of yours.

PORT OF CALL means a city or town on a waterway with facilities for loading and unloading cargo where a ship is scheduled to dock, not including the ports of embarkation and disembarkation.

PRE-EXISTING CONDITION means a Sickness or Injury during the 60-day period immediately prior to your effective date for which you or your Traveling Companion: (1) received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or (2) took or received a prescription for drugs or medicine. Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this Policy.

PROGRAM ADMINISTRATOR means CSA Travel Protection

QUARANTINE means the enforced isolation of you or your Traveling Companion, for the purpose of preventing the spread of illness, disease or pests.

SCHEDULED DEPARTURE DATE means the date on which you are originally scheduled to leave on your Trip.

SCHEDULED RETURN DATE means the date on which you are originally scheduled to return to the point where the Trip started or to a different final destination.

SCHEDULED TRIP DEPARTURE CITY means the city where the scheduled Trip on which you are to participate originates.

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, providing animal protection or rescue work, pulling a wheelchair, or fetching dropped items.

SICKNESS means an illness or disease of the body that requires in-person examination and treatment by a Physician.

SPORTING EQUIPMENT means equipment and devices needed to participate in a particular sport, taken by you for use on your Trip, excluding any items defined as Baggage or Business Equipment within this Policy.

SPOUSE means your legally wed husband/wife or Domestic Partner as defined by this Policy.

TERRORIST ACT means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

TRAVELING COMPANION means a person who, during the Trip, will accompany you in the same accommodations.

TRIP means:

A period of round-trip travel at least 100 miles away from Home to your designated vacation destination associated with the purchase of this insurance, excluding regular commuting and local travel; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined departure and return dates specified when you purchase the coverage; the Trip does not exceed 180 days in length; or

A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their Trip outside the U.S., if returning to the U.S.); the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined departure and arrival dates and defined departure and arrival places specified when you apply; and the Trip does not exceed 31 days in length.

UNINHABITABLE means the dwelling is not suitable for human occupancy in accordance with local public safety guidelines.

USUAL AND CUSTOMARY CHARGE means those charges: (1) for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature; (2) that do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed. In no event will Usual and Customary Charges exceed the actual amount charged.

## GENERAL EXCLUSIONS

1. We will not pay for any loss under this Policy, caused by, or resulting from:
  - a. your or your Traveling Companion's suicide, attempted suicide, or intentionally self-inflicted injury;
  - b. mental, nervous, or psychological disorders of you or your Traveling Companion;
  - c. you or your Traveling Companion being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - d. normal pregnancy or resulting childbirth, elective abortion or fertility treatment of you or your Traveling Companion;
  - e. your or your Traveling Companion's participation as a professional in athletics;
  - f. your or your Traveling Companion's participation in organized amateur and interscholastic athletic or sports competition or events;
  - g. you or your Traveling Companion riding or driving in any motor competition;
  - h. you or your Traveling Companion operating or learning to operate any aircraft, as pilot or crew;
  - i. you or your Traveling Companion mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing, caving, extreme skiing, heli-skiing, skiing outside marked trails, boxing, full contact martial arts, scuba diving below 120 feet (40 meters) or without a dive master, or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
  - j. your or your Traveling Companion's Elective Treatment and Procedures;
  - k. your or your Traveling Companion's medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
  - l. declared or undeclared war, or any act of war;
  - m. nuclear reaction, radiation or radioactive contamination;
  - n. any unlawful acts, committed by you or your Traveling Companion;
  - o. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
  - p. a loss or damage caused by detention, confiscation or destruction by customs or any governmental authority, regulation or prohibition;
  - q. travel restrictions imposed for a certain area by governmental authority;

- r. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits, or Financial Insolvency which occurs within 14 days following your effective date for the Trip Cancellation Benefits;
- s. Pandemic and/or Epidemic;
- t. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when coverage is not in effect for you;
- u. any issue or event that could have been reasonably foreseen or expected when you purchased the coverage.

### **The following exclusion applies to the Medical and Dental Coverage and Emergency Assistance and Transportation coverages:**

We will not pay for loss caused by or resulting from service in the armed forces of any country.

### **The following exclusion applies to the Medical and Dental, Trip Cancellation, Trip Interruption, and Travel Delay coverages:**

We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the Definitions section, including death that results therefrom.

This Exclusion does not apply provided you meet the following requirements:

- a. coverage is purchased prior to or within 24 hours of your final Trip Payment; and
- b. you are medically able to travel at the time the coverage is purchased.

### **The following exclusion applies to the Emergency Assistance and Transportation, Medical and Dental, Trip Cancellation, Trip Interruption, and Rental Car Damage coverages:**

- a. civil disorder

### **The following exclusion applies to the Emergency Assistance and Transportation, Medical and Dental, Trip Cancellation, Trip Interruption, Travel Delay, and Rental Car Damage coverages:**

- a. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements other than Financial Insolvency.

## CLAIMS PROVISIONS

### Notice of Claim

We must be given written notice of claim within 90 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and sufficient information to identify him or her.

### Proof of Loss

Written Proof of Loss must be sent to us within 90 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless you are medically or legally incapacitated.

### Your Duty to Cooperate

You must provide us with receipts, proof of payment, medical authorizations, or other records and documents we may reasonably require concerning your claim. Failure or refusal to cooperate may delay or impede the resolution of your claim.

### Physical Examination and Autopsy

At our expense, we have the right to have you examined as often as necessary while a claim is pending. At our expense, we may require an autopsy unless the law or your religion forbids it.

### Legal Actions

No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

### Payment of Claims

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if it has been filed with us. We are not responsible for the validity of any assignment.

TRAVEL INSURANCE IS UNDERWRITTEN BY  
Generali US Branch

Policy Form series T001

**WHERE TO PRESENT A CLAIM**

All claims should be presented to the Program Administrator:

CSA Travel Protection  
P. O. Box 939057  
San Diego, CA 92193-9057  
(800) 541-3522 (Toll-Free)

**Our Right to Recover and Subrogate from Others**

We have the right to recover any payments we have made from anyone who may be responsible for the loss, as permitted by law. You and anyone else we insure must sign any papers, and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our right.

**GENERAL PROVISIONS**

**CANCELLATION BY US**

You have purchased single pay, single term, non-renewable insurance coverage. We have no unilateral right to cancel this coverage after it became effective.

**CONCEALMENT OR FRAUD**

We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to this coverage.

**DUPLICATION OF COVERAGE**

You may be covered under only one travel policy with us for each Trip. If you are covered under more than one such policy, the policy with the higher coverage limit will remain in effect and the maximum benefit limit as stated in the Schedule of Coverage of such policy will be the maximum benefit payable in the event a claim occurs. In the event claim payment has been made under the duplicate policy, premiums paid less claims paid will be refunded for the duplicate coverage that does not remain in effect.

**ENTIRE CONTRACT: CHANGES**

The Policy may be changed at any time by written agreement between us. Only our President, Vice President or Secretary may change or waive the provisions of the Policy. No agent or other person may change the Policy or waive any of its terms. The change will be endorsed on the Policy.

**TRANSFER OF THE INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY**

The Insured's rights and duties may not be transferred without our written consent except: 1) in the case of death of an individual named Insured, or 2) at our option, we will honor an assignment of rights if a properly executed assignment of rights has been filed with us.

**ELIGIBILITY AND EFFECTIVE DATES**

**Who is Eligible for Coverage**

Coverage will be provided for all travelers, provided the required premium payment has been received by us or our authorized agent, and provided the person is a resident of the United States of America, or a non-resident who has purchased the coverage in the United States of America.

**When Coverage Begins**

All coverages (except Trip Cancellation and Trip Interruption) will take effect on the later of:

1. the date the premium payment has been received by us; or
2. the date and time you start your Trip; or
3. 12:01 A.M. local time at your location on the Scheduled Departure Date of your Trip.

Trip Cancellation coverage will take effect at 12:01 A.M. local time at your location on the day after the date your premium payment is received by us or our authorized agent. Trip Interruption coverage will take effect on the Scheduled Departure Date of your Trip if the required premium payment is received.

**When Coverage Ends**

Your coverage automatically ends on the earlier of:

1. the date the Trip is completed; or
2. the Scheduled Return Date; or
3. your arrival at the return destination on a round trip, or the destination on a one-way trip; or cancellation of the Trip covered by the Policy.

**Extension of Coverage**

All coverages under the Policy will be extended if your entire Trip is covered by the Policy and your return is delayed by unavoidable circumstances beyond your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

No coverage is in effect for any Trip that is made by mass transit, taxi, limousine service, personal automobile, bus, commuter rail or airline service including inter-urban rail service, unless the Trip is scheduled to take you at least 100 miles from your primary residence and includes an overnight stay at the destination of your Trip.

T001TC01.01DOC (05/11)

**ACCIDENTAL DEATH AND DISMEMBERMENT – TRAVEL ACCIDENT**

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Accident, which occurs while you are on a Trip, and covered under the Policy, and you suffer one of the losses listed below within 365 days of the Accident. The principal sum is the benefit amount shown on the Schedule.

**Loss: Percentage of Principal Sum Payable:**

Life. . . . .	100%
Both Hands; Both Feet or Sight of Both Eyes . . . .	100%
One Hand and One Foot. . . . .	100%
One Hand and Sight of One Eye. . . . .	100%
One Foot and Sight of One Eye . . . . .	100%
One Hand; One Foot or Sight of One Eye. . . . .	50%

**Exclusions**

We will not pay for loss caused by or resulting from:

1. Sickness of any kind;
2. service in the armed forces of any country.

T001BR02.01NW (05/11)

**BAGGAGE COVERAGE**

We will reimburse you, up to the amount shown in the Schedule, less any amounts payable under your homeowner's or renter's insurance, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Trip, provided you have taken reasonable steps to protect your Baggage against loss, theft, damage and destruction. Under this coverage, we will also provide benefits for the administrative fees to reissue lost, stolen or damaged tickets, visas or passports. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

**Valuation and Payment of Loss**

Payment of loss under the Baggage Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage.

We may take all or part of damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between the value of the property before and after the loss.

## Continuation of Coverage

If the covered Baggage, passports or visas are in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to you. This continuation of coverage does not include loss caused by or resulting from the delay.

## Items Not Covered

We will not pay for damage to or loss of:

1. animals; or
2. Business Equipment, Sporting Equipment, household furniture, musical instruments, brittle or fragile articles; or
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
5. documents or tickets (except for administrative fees required to reissue tickets, as noted above); or
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. telephones, computer hardware or software; or
9. consumables, medicines, perfumes, cosmetics and perishables; or
10. items seized by any government, government official or customs official; or
11. illegal drugs and contraband.

## Losses Not Covered

We will not pay for loss arising from:

1. defective materials or craftsmanship; or
2. normal wear and tear, gradual deterioration, inherent vice; or
3. rodents, animals, insects or vermin; or
4. mysterious disappearance; or
5. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

## Your Duties in the Event of a Loss

In case of loss, theft or damage to Baggage, you must:

1. immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police or other local authorities and obtain their written report of your loss; and

2. take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.

T001BR03.01NW (05/11)

## **BAGGAGE DELAY COVERAGE**

We will reimburse you, up to the amount shown in the Schedule, for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 24 hours or more during your Trip. We will reimburse you up to the amount shown in the Schedule for expenses incurred during your Trip to locate/track your delayed Baggage, and to retrieve your delayed Baggage or to have your delayed Baggage delivered to you. We will also reimburse you for the cost to launder your clothing during the time your Baggage is delayed.

### Limitations

This coverage terminates when your Baggage is retrieved or returned to you, or upon your arrival at the return destination of your Trip, whichever occurs first.

T001BR04.01NW (05/11)

## **EMERGENCY ASSISTANCE AND TRANSPORTATION**

We will pay this benefit, up to the amount on the Schedule, for the following Covered Expenses incurred by you, subject to the following:

1. Covered Expenses will only be payable at the Usual and Customary level of payment; and
2. Benefits will be payable only for covered expenses listed below resulting from a Sickness that first manifests itself or an Injury that occurs while on a Trip; and
3. Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. We will pay that portion of covered expenses, which exceeds the amount of benefits payable for such expenses under your Other Valid and Collectible Health Insurance.

### Covered Expenses:

1. Expenses incurred by you for Physician-ordered emergency medical evacuation, including medically appropriate 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 authorized agent;
2. Expenses incurred for non-emergency repatriation, including medically appropriate transportation and medical care en route, to a Hospital or to your place

of residence in the United States of America, when deemed medically necessary by the attending physician, subject to prior approval by us or our authorized agent. In lieu of returning to your place of residence, you may opt to be returned to a different city in the United States if proper care for your condition is not available;

3. Expenses for transportation (not to exceed the cost of one round-trip economy-class air fare, to the place of hospitalization), and expenses for reasonable hotel accommodations, meals, telephone calls and local transportation for one person chosen by you up to the amount in the Schedule, provided that you are traveling alone and are hospitalized for more than 7 days;
4. Expenses for transportation, not to exceed the cost of one-way economy-class air fare, to your place of residence in the United States of America, including escort expenses, if you are 17 years of age or younger and left unattended due to the death or hospitalization of an accompanying adult(s), subject to prior approval by us or our authorized agent;
5. Expenses for one-way economy-class air fare (or first class, if your original tickets were first class) to your place of residence in the United States of America, from a medical facility to which you were previously evacuated, less any refunds paid or payable from your unused transportation tickets, if these expenses are not covered elsewhere in the plan;
6. Repatriation expenses for preparation and air transportation of your remains to your place of residence or a funeral home in the United States of America, or up to an equivalent amount for a local burial in the country where death occurred, if you die while outside the United States of America.

T001BR05.01NW (05/11)

## **MEDICAL AND DENTAL COVERAGE**

We will pay this benefit, up to the amount on the Schedule, for the following covered expenses incurred by you, subject to the following:

1. Covered expenses will only be payable at the Usual and Customary level of payment; and
2. Benefits will be payable only for covered expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Trip; and
3. Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. This coverage is in excess to any other health insurance you have available to you at the time of the loss. You must submit your claim to that provider first. Any benefits

you receive from your primary or supplementary insurance providers will be deducted from your claim with us.

#### Covered Expenses:

1. Expenses for the following Physician-ordered medical services: services of legally qualified Physicians and graduate nurses, charges for Hospital confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services, incurred by you within one year from the date of your Sickness or Injury during a Trip; and
2. Expenses for emergency dental treatment incurred by you during a Trip up to the amount in the Schedule.

#### Your duties in the event of a Medical or Dental Expense:

1. You must provide us with all bills and reports for medical and/or dental expenses claimed.
2. You must provide any requested information related to the claimed expense(s), including but not limited to, an explanation of benefits from any other applicable insurance.
3. You must sign a patient authorization to release any information required by us, to investigate your claim.

Please refer to the Definitions, for an explanation of Pre-Existing Conditions, which are excluded under the Medical or Dental Expense Benefits.

#### Coordination of Benefits

If you reside in CT, ID, IL, and excess coverage for Medical and Dental Expense Benefits is not permitted, then coordination of benefit provisions in accordance with the laws and regulations in your state will apply in lieu of the excess coverage provisions.

#### Coordination of Benefits

##### 1. Applicability

- A. This Coordination of Benefits ("COB") provision applies to This Policy when you or your covered dependent has health care coverage under more than one Policy. "Policy" and "This Policy" are defined below.
- B. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Policy are determined before or after those of another policy. The benefits of This Policy:
  - i. Will not be reduced when, under the order of benefit determination rules, This Policy determines its benefits before another Policy; but
  - ii. May be reduced when, under the order of benefit determination rules, another policy determines its benefits first.

## 2. Definitions

- A. "Policy" is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - i. Policy will include:
    1. group insurance and group subscriber contracts;
    2. uninsured arrangements of group or group type coverage;
    3. group or group type coverage through HMOs and other prepayment, group practice and individual practice policies;
    4. group type contracts. Group type contracts are contracts which are not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group. Individually underwritten and issued guaranteed renewable policies would not be considered group type even though purchased through payroll deductions at the premium savings to the Insured since the Insured would have the right to maintain or renew the Policy independently of continued employment with the Policyholder;
    5. the medical benefits coverage in group automobile no-fault contracts, and in traditional automobile fault type contracts to the extent that such contracts are Primary Policies; and
    6. Medicare or other governmental benefits, except as provided in subsection (ii)(7) below. That part of the definition of Policy may be limited to the hospital, medical and surgical benefits of the governmental program.
  - ii. Policy will not include:
    1. individual or family insurance contracts;
    2. individual or family subscriber contracts;
    3. individual or family coverage through Health Maintenance Organizations (HMOs);
    4. individual or family coverage under other prepayment, group practice and individual practice policies;
    5. group or group type hospital indemnity benefits of \$100.00 per day or less;
    6. school Accident type coverages; these contracts cover grammar, high school and college students for Accidents only, including athletic injuries, either on a 24 hour basis or on a to and from school basis; and
    7. state policy under Medicaid, and will not include a law or policy when, by law, its benefits are in excess of those of any private insurance policy or other non-government policy.

Each contract or other arrangement for coverage under (i) or (ii) is a separate policy. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate policy.

- B. "This Policy" is this Policy.
- C. "Primary Policy/Secondary Policy" – The order of benefit determination rules state whether This Policy is a Primary Policy or a Secondary Policy as to another policy covering the person.

When This Policy is a Primary Policy, its benefits are determined before those of the other policy and without considering the other policy's benefits.

When This Policy is a Secondary Policy, its benefits are determined after those of the other policy and may be reduced because of the other policy's benefit.

When there are more than two policies covering the person, This Policy may be a Primary Policy as to one or more other policies, and may be a Secondary Policy as to a different policy or policies.

- D. "Allowable Expense" means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more policies covering the person for whom the claim is made. When a policy provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

The following are examples of expenses or services that are not allowable expenses:

- i. If an Insured Person is confined in a private hospital room, the difference between the cost of a semi-private room in the hospital and the private room (unless the patient's stay in a private room is medically necessary in terms of generally accepted medical practice, or one of the policies routinely provides coverage for hospital private rooms) is not an allowable expense.
- ii. If a person is covered by two or more plans that compute his/her benefit payments on the basis of usual and customary fees, any amount in excess of the highest of the usual and customary fees for a specific benefit is not an allowable expense.
- iii. If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, any amount in excess of the highest of the negotiated fees is not an allowable expense.
- iv. If a person is covered by one plan that calculates its benefits or services on the basis of usual and customary fees and another plan that provides

its benefits or services on the basis of negotiated fees, the primary policy's payment arrangements will be the allowable expense for all policies.

- v. The amount a benefit is reduced by the primary policy because an Insured Person does not comply with the policy provisions. Examples of these provisions are second surgical opinions, pre-certification of admissions or services and preferred provider arrangements.
- E. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Policy, or any part of a year before the date this COB provision or a similar provision takes effect.

### 3. Order of Benefit Determination Rules

- A. General – When there is a basis for a claim under This Policy and another policy, This Policy is a Secondary Policy which has its benefits determined after those of the other policy, unless:
  - i. The other policy has rules coordinating its benefits with those of This Policy; and
  - ii. Both those rules and This Policy rules, in Sub-section B below, require that This Policy's benefits be determined before those of the other policy.
- B. Rules – This Policy determines its order of benefits using the first of the following rules which applies.
  - i. Non-Dependent – the benefits of the policy which covers the person as a subscriber (that is, other than as a dependent) are determined before those of the policy which covers the person as a dependent.
  - ii. Dependent Child/Parents not Separated or Divorced – except as stated in paragraph B(iii) below, when This Policy and another policy cover the same child as a dependent of different persons, called "parents":
    1. The benefits of the policy of the parent whose birthday falls earlier in a year are determined before those of the policy of the parent whose birthday falls later in that year, but
    2. If both parents have the same birthday, the benefits of the policy which covered one parent longer are determined before those of the policy which covered the other parent for a shorter period of time.

However, if the other policy does not have the rule described in (1) immediately above, but instead has a rule based upon the gender of the parent, and if, as a result, the policies do not agree on the order of benefits, the rule

in the other policy will determine the order of benefits.

- iii. Dependent Child/Separated or Divorced Parents – If two or more policies cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
  1. First, the policy of the parent with custody of the child;
  2. Then, the policy of the spouse of the parent with the custody of the child; and
  3. Finally, the policy of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Policy of that parent has actual knowledge of those terms, the benefits of that Policy are determined first. The Policy of the other parent will be the Secondary Policy. This paragraph does not apply with respect to any Claim Determination Period or Policy Year during which any benefits are actually paid or provided before the entity has that actual knowledge.
- iv. Joint Custody – If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the policies covering the child will follow the order of benefit determination rules outlined in paragraph B(ii).
- v. Active/Inactive Member – The benefits of a policy which covers a person as an employee who is neither laid off nor retired are determined before those of a policy which covers that person as a laid off Member. The same applies if a person is a dependent of a person covered as a Member. If the other policy does not have this rule, and if, as a result, the policies do not agree on the order of benefits, this Rule (v) is ignored.
- vi. Continuation Coverage – If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another policy, the following will be the order of benefit determination:
  1. First, the benefits of a policy covering the person as a Member or subscriber (or as that person's dependent);
  2. Second, the benefits under the continuation coverage.

If the other policy does not have the rule described above, and if, as a result, the policies

do not agree on the order of benefits, this rule is ignored.

- vii. Longer/Shorter Length of Coverage – If none of the above rules determines the order of benefits, the benefits of the policy which covered a Member or subscriber longer are determined before those of the Policy which covered that person for the shorter term.

### 4. Effect on the Benefits of This Policy

- A. When this Section Applies – this Section 4 applies when, in accordance with Section 3, "Order of Benefit Determination Rules", This Policy is a Secondary Policy as to one or more other policies. In that event, the benefits of This Policy may be reduced under this section. Such other policy or policies are referred to as "the other policies" in 4(B) immediately below.
- B. Reduction in This Policy's Benefits – The benefits of This Policy will be reduced when the sum of:
  - i. The benefits that would be payable for the Allowable Expenses under This Policy in the absence of this COB provision; and
  - ii. The benefits that would be payable for the Allowable Expenses under the other policies, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Policy will be reduced so that they and the benefits payable under the other policies do not total more than those Allowable Expenses. When the benefits of This Policy are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Policy.

T001BR07.01NW (05/11)

### RENTAL CAR COVERAGE

**This coverage is not available to Texas residents.**

If you rent a car while on your Trip and the car is damaged while in your possession due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in your control, or the car is stolen while in your possession and not recovered, we will pay, up to the amount in the Schedule, the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- b. the Actual Cash Value of the car.

Coverage is provided to you and your Traveling Companion, provided you and your Traveling Companion

are a licensed driver, and are listed on the rental agreement. This coverage is primary to other forms of insurance or indemnity.

Coverage is not provided for loss to or loss due to:

1. any obligation of you or a Traveling Companion or a Family Member traveling with you assumed under any agreement (except insurance collision deductible).
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, off-road, all-terrain, or recreational vehicles.
3. vehicles that are older than 20 years.
4. vehicles that have not been manufactured in the past 10 years.
5. vehicles that are rented for commercial or livery purposes, including but not limited to limousines.
6. vehicles that have a manufacturer's suggested retail price of more than \$75,000.
7. any loss that occurs if you or a Traveling Companion act with the intent to commit a crime or act in violation of the rental agreement.
8. failure to report the loss to the proper local authorities and the rental car company.
9. damage to any other vehicle, structure or person as a result of a covered loss.

Your Duties in the Event of a Loss:

You must:

1. take all reasonable, necessary steps to protect the vehicle and prevent further damage to it;
2. report the loss to the appropriate local authorities and the rental company as soon as possible;
3. obtain all information on any other party involved in an accident, such as name, address, insurance information and driver's license number;
4. provide us with all documentation such as rental agreement, police report and damage estimate.

T001BR10.01NW (05/11)

## **SPORTING EQUIPMENT COVERAGE**

We will reimburse you, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Sporting Equipment during your Trip, provided you have taken reasonable steps to protect your Sporting Equipment against loss, theft, damage and destruction.

Valuation and Payment of Loss

Payment of loss under the Sporting Equipment Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Sporting Equipment.

We may take all or part of damaged Sporting Equipment as a condition for payment of loss. In the event of a loss to a pair or set of items, we will:

1. repair or replace any part to restore the pair or set to its value before the loss; or
2. pay the difference between the value of the property before and after the loss.

Continuation of Coverage

If the covered Sporting Equipment is in the custody of a Common Carrier, and delivery is delayed, this coverage will continue until the property is delivered to you. This continuation of coverage does not include loss caused by or resulting from the delay.

Items Not Covered

We will not pay for damage to or loss of:

1. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
2. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
3. illegal items and contraband.

Losses Not Covered

We will not pay for loss arising from:

1. defective materials or craftsmanship; or
2. normal wear and tear, gradual deterioration, inherent vice; or
3. rodents, animals, insects or vermin; or
4. mysterious disappearance; or
5. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

Your Duties in the Event of a Loss

In case of loss, theft or damage to Sporting Equipment, you must:

1. immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police or other local authorities and obtain their written report of your loss; and
2. take reasonable steps to protect your Sporting Equipment from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Sporting Equipment.

T001BR11.01NW (05/11)

## **SPORTING EQUIPMENT DELAY COVERAGE**

We will reimburse you, up to the amount shown in the Schedule for the cost of Sporting Equipment rentals if your Sporting Equipment is delayed for 24 hours or more during your Trip. We will reimburse you up to the amount shown in the Schedule for expenses incurred during your Trip to locate/track your delayed Sporting Equipment, and to retrieve your delayed Sporting Equipment or to have your delayed Baggage delivered to you.

Limitations

This coverage terminates when your Sporting Equipment is retrieved or returned to you, or upon your arrival at the return destination of your Trip, whichever occurs first.

T001BR12.01NW (05/11)

## **TRAVEL DELAY COVERAGE**

If you are delayed on your Trip for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule for reasonable additional expenses incurred by you for lodging Accommodations, meals, telephone calls, local transportation, and additional vehicle parking charges and additional pet kennel fees incurred due to the delay. We will not pay benefits for expenses incurred after travel becomes possible.

Travel Delay must be caused by or result from:

- a. delay of a Common Carrier; or
- b. loss or theft of your passport(s), travel documents or money; or
- c. Quarantine; or
- d. hijacking; or
- e. natural disaster or adverse weather; or
- f. being directly involved in a documented traffic accident while you are en route to departure; or
- g. unannounced strike; or
- h. a civil disorder; or
- i. Sickness or Injury of you or a Traveling Companion; or
- j. death of a Traveling Companion.

T001BR13.01NW (05/11)

## **TRIP CANCELLATION BENEFIT**

Benefits will be paid, up to the amount in the Schedule, for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments that you paid for your Trip, if you are prevented from taking your Trip due to one of the following unforeseeable Covered Events that occur before departure on your Trip to you or your Traveling Companion, while your coverage is in effect under this Policy.

Should you elect to reschedule your Trip arrangements instead of cancelling due to a Covered Event, in lieu of providing benefits for the forfeited, prepaid, non-refundable, non-refunded and unused published Payments, we will pay for change fees charged by your supplier(s), up to the amount in the Schedule.

#### Covered Events:

1. The Sickness, Injury or death of you, your Family Member, your Traveling Companion or your Service Animal. The Sickness or Injury must first commence while your coverage is in effect under the Policy, must require the in-person treatment by a Physician, and must be so disabling in the written opinion of a Physician as to prevent you from taking your Trip (either because your condition prevents your travel, or because your Family Member, Traveling Companion or your Service Animal requires your care);
2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;
3. Being directly involved in a documented traffic accident while en route to departure on your Trip;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. Your Accommodations at your destination made Uninhabitable due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 30 calendar days after the event renders the destination Uninhabitable. For the purpose of this coverage, Uninhabitable means: (i) the building itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines. In order to cancel your trip, you must have 7 days or 50% of your total Trip length or less remaining at the time the destination is restored for use. Benefits are not payable if the event occurs or if a hurricane is named prior to or on your Trip Cancellation Coverage Effective Date;
8. A documented theft of your passports or visas;

9. A mandatory evacuation (or public official evacuation advisement in geographic areas where no mandatory evacuation orders are issued by government authorities) at your destination due to adverse weather or natural disasters. We will only pay benefits for losses occurring within 30 calendar days after the evacuation order is issued. In order to cancel your Trip, you must have 7 days or 50% of your total Trip length or less remaining at the time the mandatory evacuation ends;
10. Being called into active military service to provide aid or relief in the event of a natural disaster;
11. Your previously granted military leave being revoked. The leave must be approved prior to your coverage becoming effective, and official written revocation notice from your commanding officer will be required;
12. Your involuntary termination of employment or layoff (or the involuntary termination or layoff of your parent or guardian if you are a minor traveling alone), after continuous employment with the same employer for 1 year or more, provided the termination or layoff occurs 14 days or more after your coverage has taken effect. This benefit is not available to temporary employees, independent contractors, or self-employed persons;
13. A Terrorist Act which occurs in your Scheduled Trip Departure City or in a city to which you are scheduled to travel while on your Trip, and which occurs within 30 days of your Scheduled Departure Date, provided the city has not experienced a Terrorist Act in the past 30 days prior to the effective date of your coverage;
14. The school where you attend must extend its operating session beyond its predefined school year due to unforeseeable events commencing during the coverage effective period. The school year extension dates must fall in your Trip dates in order for this coverage to be available. Extensions due to extra-curricular or athletic events are not covered;
15. Being required to take an academic examination on a date that has been fixed after your coverage was purchased, and the examination date falls within your Trip dates;
16. The interruption of water, electric, sewage or gas service(s) at your destination, for more than 24 hours due to adverse weather or natural disaster. We will only pay benefits for losses occurring within 15 calendar days following the onset of the service interruption;
17. The interruption of road service for 6 hours or more due to adverse weather or natural disaster so as to prohibit you from reaching your destination. We will only pay benefits for losses occurring within 15 calendar days following the event which causes the interruption of road service;

18. Being unable to undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination after the effective date of your coverage. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;
19. Receiving official notification of an organ match available for immediate transplant, provided the transplant is considered medically necessary, the notification is received while coverage is in effect, and in the written opinion of the Physician the transplant surgery and/or recovery is so disabling as to prevent you from taking the Trip;
20. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the scheduled Adoption Proceeding must be announced while your coverage is in effect and must be during your Trip dates;
21. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption and provided the Adoption Proceeding or adoption arrangement was confirmed prior to your effective date;
22. Your Accommodations at your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 30 calendar days after the event renders the destination inaccessible. For the purpose of this coverage, inaccessible means your Accommodations can not be reached by your original mode of transportation. In order to cancel your trip, you must have 7 days or 50% of your total Trip length or less remaining at the time the destination is accessible. Benefits are not payable if the event occurs or if a hurricane is named prior to or on your Trip Cancellation Coverage Effective Date.

#### Limitations

This coverage is subject to the General Exclusions.

T001BR14.01NW (11/11)

#### **TRIP INCONVENIENCE COVERAGE**

We will reimburse you, up to the amount in the Schedule, for the unused, non-refundable land or water arrangements prepaid to the Travel Supplier prior to departing on your Trip, less any refunds paid or payable if the following event occurs while you are on your Trip:

- a. the ski resort at your destination closes its arrangements due to at least 50% of the primary attractions being closed from lack of

snow or severe weather. This coverage is only available if you have purchased coverage at least 21 days prior to the Scheduled Departure Date. If the ski resort has snow makers and is more than 3,000 feet above sea level, then this coverage is available. If the ski resort does not have snow makers and is more than 4,500 feet above sea level, then this coverage is available. This coverage is available from December 15 through March 30 for ski resorts in the Northern Hemisphere and June 15 through September 30 for ski resorts in the Southern Hemisphere.

T001BR16.02NW (05/18)

### **TRIP INTERRUPTION BENEFIT**

If your arrival on your Trip is delayed beyond your Scheduled Departure Date, or if you are unable to continue the Trip due to one of the unforeseeable Covered Events listed below that occur during your Trip dates to you or your Traveling Companion, we will reimburse you for the unused, non-refundable land or water arrangements prepaid to the Travel Supplier prior to departing on your Trip, less any refunds paid or payable, plus one of the following:

- a. Additional transportation expenses incurred to reach your scheduled destination if your departure is delayed and you leave after the Scheduled Departure Date and time; or
- b. Additional transportation expenses incurred for you to reach the final return destination of your Trip; or
- c. Additional transportation expenses incurred to rejoin the Trip in progress from the point where you interrupted your Trip.

We will also provide reimbursement for unused air arrangements, less any refunds paid or payable, provided that these are not flights scheduled to travel to your Trip destination or flights scheduled to your origin of departure on your Trip, and provided that these are not flights within 24 hours of your Scheduled Departure Date or Scheduled Return Date.

#### **Covered Events:**

1. The Sickness, Injury or death of you, your Family Member, your Service Animal or your Traveling Companion. The Sickness or Injury must first commence while your Trip Interruption coverage is in effect under the Policy, must require the in-person treatment by a Physician, and must be so disabling in the written opinion of a Physician as to prevent you from taking your Trip (either because your condition prevents your travel, or because your Family Member, Traveling Companion or your Service Animal requires your care);

2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;
3. Being directly involved in a documented traffic accident while en route to your destination;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. Your Accommodations at your destination made Uninhabitable due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 30 calendar days after the event renders the destination Uninhabitable. For the purpose of this coverage, Uninhabitable means: (i) the building itself is unstable and there is a risk of collapse in whole or in part; (ii) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; or (iii) immediate safety hazards have yet to be cleared, such as debris on roofs or downed electrical lines. In order to receive benefits under this coverage to remain home or to return home when the destination is restored for use, you must have 7 days or 50% of your total Trip length or less remaining at the time the destination is restored for use. Benefits are not payable if the event occurs or if the hurricane is named prior to or on your Trip Cancellation Coverage Effective Date;
8. A documented theft of your passports or visas;
9. A mandatory evacuation (or public official evacuation advisement in geographic areas where no mandatory evacuation orders are issued by government authorities) at your destination due to adverse weather or natural disasters. We will only pay benefits for losses occurring within 30 calendar days after the evacuation order is issued. In order to receive benefits under this coverage to remain home or to return home when the mandatory evacuation ends, you must have 7 days or 50% of your total Trip length or less remaining on your Trip at the time the mandatory evacuation ends;
10. Being called into active military service to provide aid or relief in the event of a natural disaster;
11. Your previously granted military leave being revoked. The leave must be approved prior to your coverage becoming effective, and official written revocation notice from your commanding officer will be required;

12. Your involuntary termination of employment or layoff (or the involuntary termination or layoff of your parent or guardian if you are a minor traveling alone), after continuous employment with the same employer for 1 year(s) or more, provided the termination or layoff occurs 14 days or more after your coverage has taken effect. This benefit is not available to temporary employees, independent contractors, or self-employed persons;
13. A Terrorist Act which occurs in your departure city or in a city to which you are scheduled to travel while on your Trip, and which occurs within 30 days of your Scheduled Departure Date, provided the city has not experienced a Terrorist Act in the 30 days prior to the effective date of your coverage;
14. The school where you attend must extend its operating session beyond its predefined school year due to unforeseeable events commencing during the Policy effective period. The school year extension dates must fall in your Trip dates in order for this coverage to be available. Extensions due to extra-curricular or athletic events are not covered;
15. Being required to take an academic examination on a date that has been fixed while on your Trip, and the examination date falls within your Trip dates;
16. The interruption of water, electric, sewage or gas service(s) at your destination, for more than 24 hours due to adverse weather or natural disaster. We will only pay benefits for losses occurring within 15 calendar days following the onset of the service interruption;
17. The interruption of road service for 6 hours or more due to adverse weather or natural disaster so as to prohibit you from reaching your destination. We will only pay benefits for losses occurring within 15 calendar days following the event which causes the interruption of road service;
18. Being unable to undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination while on your Trip. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;
19. Receiving official notification of an organ match available to you for immediate transplant, provided the transplant is considered medically necessary, the notification is received while you are on your Trip, and in the written opinion of the Physician the transplant surgery and/or recovery is so disabling as to prevent you from continuing on your Trip;
20. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the

scheduled Adoption Proceeding must be during your Trip dates;

21. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption;
22. Your Accommodations at your destination made inaccessible due to fire, flood, volcano, earthquake, hurricane or other natural disaster. We will only pay benefits for losses occurring within 30 calendar days after the event renders the destination inaccessible. For the purpose of this coverage, inaccessible means your Accommodations can not be reached by your original mode of transportation. In order to receive benefits under this coverage to remain home or to return home when the destination is accessible, you must have 7 days or 50% of your total Trip length or less remaining at the time the destination is accessible. Benefits are not payable if the event occurs or if a hurricane is named prior to or on your Trip Cancellation Coverage Effective Date.

#### Limitations

Benefits payable for additional transportation expenses will not exceed the cost of airfare (the same class airfare on which you were originally booked) by the most direct route, less any refunds paid or payable.

This coverage is subject to the General Exclusions.

T001BR17.01NW (11/11)

### STATE SPECIFIC COVERAGE DETAILS

#### **FOR ARKANSAS RESIDENTS**

##### **Form T001TC01.01DOC – GENERAL PROVISIONS**

The following is added to **GENERAL PROVISIONS**

Inquiries or complaints regarding this Description of Coverage may be submitted to the Arkansas Insurance Department in writing or by phone. Contact information is:

Arkansas Insurance Department  
Consumer Services Division  
1200 W. 3rd Street  
Little Rock, Arkansas 72201-1904  
Telephone: 800-8525494 or 501-371-2640

##### **Form T001TC01.01DOC - CLAIMS PROVISIONS**

The following change applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given.

No such action will be brought after five years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

T001AD01.01AR (07/11)

#### **FOR CONNECTICUT RESIDENTS**

##### **Form T001TC01.01DOC- GENERAL EXCLUSIONS**

The following changes in the General Exclusions section apply to Air Flight Accident, Travel Accident, Emergency Assistance & Transportation, and Medical & Dental Coverage:

Exclusion 1.c. “you or your Traveling Companion being under the influence of drugs or intoxicants, unless prescribed by a Physician” is deleted in its entirety and replaced with the following:

1.c. The voluntary use of any controlled substance as defined in Title 2 of the comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended unless as prescribed by the Physician for the Insured;

Exclusion 1.m. “nuclear reaction radiation or radioactive contamination” is deleted in its entirety.

Exclusion 1.n. “any unlawful acts, committed by you or your Traveling Companion” is deleted in its entirety and replaced with the following:

1.n. Any felonious acts, committed by you or your Traveling Companion;

Exclusion 1.s. “Pandemic and/ or Epidemic” and 1.u. “any issue or event that could have been reasonably foreseen or expected when you purchased the coverage”, are deleted in their entirety.

##### **Form T001BR07.01NW - MEDICAL AND DENTAL COVERAGE**

When Medical and Dental Coverage is purchased, paragraph 3). is deleted in its entirety:

3) Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. This coverage is in excess to any other health insurance you have available to you at the time of the loss. You must submit your claim to that provider first. Any benefits you receive from your primary or supplementary insurance providers will be deducted from your claim with us.

##### **Form T001BR05.01NW – EMERGENCY ASSISTANCE AND TRANSPORTATION**

When Emergency Assistance and Transportation is purchased, paragraph 3). is deleted in its entirety.

3) Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. We will pay that portion of covered expenses, which exceeds the amount of benefits payable for such expenses under your Other Valid and Collectible Health Insurance.

##### **Form T001TC01.01DOC - GENERAL PROVISIONS**

The following is added to the General Provisions:

#### **MASTERPOLICY**

You can review the Master Policy by visiting the office of Generali US Branch located at 7 World Trade Center, 250 Greenwich Street, 33rd Floor, New York, 10007 NY during normal business hours. All certificate holders will be notified in the event of cancellation or nonrenewal of the Master Policy.

T001AD01.01CT (11/11)

#### **FOR IDAHO RESIDENTS**

##### **Form T001TC01.01DOC – GENERAL EXCLUSIONS**

Exclusion 1. d. is deleted in its entirety and replaced with the following:

d. normal pregnancy or resulting childbirth, elective abortion (except to preserve the life of the female upon whom the abortion is performed) or fertility treatment of you or your Traveling Companion;

Exclusions 1. f. and 1. i. apply to Medical and Dental Coverage only when you or your Traveling Companion are participating as a professional.

##### **Form T001BR07.01NW - MEDICAL AND DENTAL COVERAGE**

When Medical and Dental Coverage is purchased, paragraph 3. is deleted in its entirety:

3) Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. This coverage is in excess to any other health insurance you have available to you at the time of the loss. You must submit your claim to that provider first. Any benefits you receive from your primary or supplementary insurance providers will be deducted from your claim with us.

**Form T001TC01.01DOC – GENERAL PROVISIONS:**

A provision “**Appeals**” is added:

You may appeal any decision made by the Company to the Idaho Department of Insurance. Contact information follows.

Idaho Department of Insurance  
Consumer Affairs  
700 W. State Street, 3rd floor  
P.O. Box 83720  
Boise Idaho, 83720-0043  
1-800-721-3272  
www.DOI.Idaho.gov

T001AD01.01ID (06/11)

**FOR ILLINOIS RESIDENTS**

**Form T001TC01.01DOC – GENERAL PROVISIONS**

The following is added to **GENERAL PROVISIONS**

The CONCEALMENT OR FRAUD provision is deleted in its entirety and replaced with the following:

CONCEALMENT OR FRAUD. This insurance coverage shall be denied or cancelled if, whether before or after a Loss, the Insured has concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or the Insured’s interest therein, or if the Insured committed fraud or material misrepresentations in connection with this insurance coverage.

The following COMPLAINTS provision is added to GENERAL PROVISIONS:

Should the Insured have general complaints regarding this insurance, the Insured may submit a complaint in writing to the following address.

Illinois Division of Insurance  
Consumer Division  
Springfield, Illinois 62767

**Form T001TC01.01DOC – DEFINITIONS**

The following is added to the **DEFINITIONS** section:

The ACCIDENT definition is deleted in its entirety and replaced with the following:

ACCIDENT means a sudden, unexpected, unforeseen event which happens by chance, arises from a source detached to the covered person.

UNDER THE INFLUENCE OF DRUGS OR INTOXICANTS is defined and determined by the laws of the state where the loss or cause of loss was incurred.

EMERGENCY MEDICAL CONDITION means a medical condition manifesting itself by acute symptoms of sufficient

severity (including, but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

**Form T001TC01.01DOC – GENERAL EXCLUSIONS**

The following changes apply to **GENERAL EXCLUSIONS**:

Exclusions 1.e. and 1.f. are deleted in their entirety.

Exclusion 1.i. is deleted and replaced by the following:

1.i. you or your Traveling Companion Participating in skydiving; hang gliding; parachuting except parasailing;

Exclusion 1.n. is deleted and replaced by the following:

1.n. Commission or the attempt to commit a felony or to which a contributing cause was being engaged in an illegal occupation by the Insured, the Insured’s Traveling Companion, or the Insured’s Family Member, whether insured or not.

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

The following changes apply to **CLAIMS PROVISIONS**:

The OUR RIGHT TO RECOVER AND SUBROGATE FROM OTHERS provision is deleted in its entirety and replaced with the following:

Our Right to Recover and Subrogate from Others

We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that sickness or injury. The Insured is required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise our rights under this provision. This provision applies whether or not the third party admits liability.

The PAYMENT OF CLAIMS provision is deleted in its entirety and replaced with the following:

Payment of Claims

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary within 30 days following receipt of written due proof of loss. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have

assigned your benefits, we will honor the assignment if it has been filed with us. We are not responsible for the validity of any assignment.

**Form T001BR07.01NW – MEDICAL AND DENTAL COVERAGE**

When the **Medical and Dental Coverage Form T001BR07.01NW** is attached, paragraph 3). is deleted and replaced with the following:

3. Insurance with other insurers. You may have other health insurance that is subject to the same terms, conditions and provisions as the insurance under this Policy. If you do, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of health insurance covering the loss.

T001AD01.01IL (08/11)

**IMPORTANT NOTICE:**

This plan does not apply to the extent any US, UN or EU economic or trade sanctions, or other laws or regulations, prohibit Generali Global Assistance from providing insurance, and related services, including, but not limited to, the payment of any claims if paying the claim would violate any applicable sanction laws. Any expenses incurred or claims made involving travel, or travel related services that are in violation of such sanctions, laws or regulations will not be covered under this plan if paying the claim would violate any applicable sanction laws. Any coverage provided under this plan in violation of any US, UN or EU economic or trade sanctions, or other laws or regulations, shall be null and void. To learn more please visit the US Treasury’s website at [www.treasury.gov/resource-center/sanctions](http://www.treasury.gov/resource-center/sanctions).

T001NO01.01IL (06/18)

**FOR MARYLAND RESIDENTS**

**Form T001TC01.01DOC- 10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE**

10-DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE is deleted in its entirety and replaced with the following:

If you are not satisfied for any reason, you may cancel coverage under the policy within 10 days after receipt. Your premium payment will be refunded, provided that there has been no incurred covered expense and you have not left on your Trip. Return the Description of Coverage to us at the Program Administrator’s office or our authorized agent. After this 10-day period, the payment for this coverage is nonrefundable.

**Form T001TC01.01DOC - CLAIMS PROVISIONS**

The following changes applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

**Legal Actions**

No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been given. No such action will be brought after three years from the date it accrues. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

T001AD01.01MD (08/11)

**IMPORTANT NOTICE:**

The Office of Foreign Assets Control ("OFAC") of the US Department of the Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States.

This plan does not apply to the extent any US, UN or EU economic or trade sanctions, or other laws or regulations, including but not limited to OFAC, prohibit Generali Global Assistance from providing insurance, and related services, including, but not limited to, the payment of any claims. Any expenses incurred or claims made involving travel, or travel related services that are in violation of such sanctions, laws or regulations will not be covered under this plan. Any coverage provided under this plan in violation of any US, UN or EU economic or trade sanctions, or other laws or regulations, shall be null and void. To learn more please visit the US Treasury's website at [www.treasury.gov/resource-center/sanctions](http://www.treasury.gov/resource-center/sanctions).

The Company will provide written notice to the policyholder if the U.S. economic and trade sanctions apply to the policy and premiums will be refunded, to the extent allowed by OFAC regulations.

T001NO01.01MD (06/18)

**FOR MAINE RESIDENTS**

**Form T001BR01.01NW - ACCIDENTAL DEATH AND DISMEMBERMENT AIR FLIGHT ACCIDENT and Form T001BR02.01NW**

The following is added to ACCIDENTAL DEATH AND DISMEMBERMENT AIR FLIGHT ACCIDENT and ACCIDENTAL DEATH AND DISMEMBERMENT TRAVEL ACCIDENT:

Notwithstanding any provisions to the contrary, accidental death and dismemberment amounts payable under this Description of Coverage will be at least \$2,000. Single dismemberment amounts payable will be at least \$1,000.

**Form T001BR07.01NW - MEDICAL AND DENTAL COVERAGE**

The following is added to MEDICAL AND DENTAL COVERAGE

Notwithstanding any provisions to the contrary, the daily medical benefit for Hospital confinement will not be less than \$50 per day and not less than 31 days during any one covered confinement for each person insured under this Description of Coverage. These amounts apply regardless of any other coverage.

T001AD01.01ME (06/11)

**IMPORTANT NOTICE:**

This plan does not apply to the extent any US, UN or EU economic or trade sanctions, or other laws or regulations, prohibit Generali Global Assistance from providing insurance, and related services, including, but not limited to, the payment of any claims. Any expenses incurred or claims made involving travel, or travel related services that are in violation of such sanctions, laws or regulations will not be covered under this plan. Any coverage provided under this plan in violation of any US, UN or EU economic or trade sanctions, or other laws or regulations, shall be cancelled. To learn more please visit the US Treasury's website at [www.treasury.gov/resource-center/sanctions](http://www.treasury.gov/resource-center/sanctions).

T001NO01.01ME (05/18)

**FOR MICHIGAN RESIDENTS**

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

1. CLAIMS PROVISIONS are revised as follows:

The Legal Actions provision is deleted in its entirety and replaced with the following:

**Legal Actions**

No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been given. No such action will be brought after six years from the time written Proof of Loss is required to be given.

2. The following is added to **Notice of Claim:**

Notice given to any Company representative or agent is considered notice to us.

T001AD01.01MI (06/11)

**FOR MISSOURI RESIDENTS**

**Form T001TC01.01DOC – CLAIMS PROVISIONS**

1. CLAIMS PROVISIONS are revised as follows:

The Legal Actions provision is deleted in its entirety and replaced with the following:

**Legal Actions**

No legal action may be brought to recover on the policy within 60 days after written Proof of Loss has been given. No such action will be brought after ten years from the time written Proof of Loss is required to be given.

The Notice of Claims paragraph is herewith amended to include the following:

**Notice of Claims**

However, no claim will be denied based upon the Insured's failure to provide notice within such specified time, unless this failure operates to prejudice the rights of the insurer, as per Missouri regulation 20CSR100-1.020.

T001AD01.01MO (08/11)

**FOR MISSISSIPPI RESIDENTS**

**Form T001TC01.01DOC – GENERAL EXCLUSIONS:**

Exclusion 1.n. is deleted and replaced with the following:

n. Commission or the attempt to commit a felony or for which a contributing cause was the covered person's engagement in an illegal occupation.

**Form T001TC01.01DOC – CLAIMS PROVISIONS:**

The following are added to CLAIMS PROVISIONS:

**CLAIM FORMS**

When we receive a notice of claim, forms for filing Proof of Loss will be sent to you. If claim forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting within the time fixed in the Policy for filing Proofs of Loss, written proof covering the occurrence, the character and the extent of the Loss for which claim is made.

**TIME PAYMENT OF CLAIMS**

Indemnities payable under the Policy for any Loss will be paid immediately upon receipt of due written proof of

such Loss. All claims shall be paid within 25 days following receipt by us of due Proof of Loss when acceptable Proof of Loss is filed electronically and 35 days for Proofs of Loss filed in a format other than electronic. If payment is not made within these timeframes, we will provide you with the reason(s) the claim is not payable or advise you of the additional information necessary to process the claim. Once such additional information is provided, the balance of the claim that is payable will be paid within 20 days of receipt of such additional information. Failure to pay within such time periods shall entitle you to interest at the rate of 1.5% per month from the date payment was due until final claims settlement or adjudication.

T001AD01.01MS (06/11)

## FOR NORTH CAROLINA RESIDENTS

### Form T001TC01.01DOC - DEFINITIONS

The DEFINITIONS Section is revised as follows:

The following is added to the definition of **Hospital**.

**Hospital** also means:

- a. A place that is accredited as a **Hospital** by the Joint Commission on Accreditation of **Hospitals**, American Osteopathic Association, or the Joint Commission on Accreditation of Health Care Organizations (JCAHO).
- b. A duly licensed State tax-supported institution, including those providing services for medical care of cerebral palsy, other orthopedic and crippling disabilities, mental and nervous diseases or disorders, mental retardation, alcoholism and drug or chemical dependency, and respiratory illness, on a basis no less favorable than the basis which would apply had the medical care been rendered in or by any other public or private institution or provider. The term "State tax-supported institutions" shall include community mental health centers and other health clinics which are certified as Medicaid providers.

### Form T001TC01.01DOC – GENERAL EXCLUSIONS

The GENERAL EXCLUSIONS Section is revised as follows:

Exclusion 1 I. is deleted in its entirety and replaced with the following:

I. war, whether declared or not declared.

The following is added to the Pre-Existing Conditions exclusion:

Such an Injury or Sickness will continue to be a Pre-Existing Condition until the earlier of:

(a) the expiration of 12 consecutive months, beginning with the effective date of coverage for which the Insured has not received any medical care, consultation, diagnosis, or treatment or has not taken any prescribed drug or medicine on account of such condition; or

(b) the expiration of 12 consecutive months, beginning with the effective date of coverage.

### Form T001TC01.01DOC – CLAIMS PROVISIONS

The CLAIMS PROVISIONS Section is revised as follows:

The following is added to Our Right to Recover and Subrogate from Others:

This provision does not apply to accident and sickness benefits.

The following Claims Provisions are added:

#### Claim Forms

Upon receipt of a notice of claim, we will furnish to you all forms for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice you shall be deemed to have complied with the requirements as to proof of loss upon submitting, within the time fixed in the description of coverage for filing proofs of loss.

#### Time Payment of Claims

Amounts payable for any loss other than loss for which this Description of Coverage provides any period payment will be paid immediately upon receipt of due written proof of such loss.

### Form T001BR07.01NW - MEDICAL AND DENTAL COVERAGE

The MEDICAL and DENTAL COVERAGE is revised as follows:

The Excess Provisions in the Description of Coverage and, when attached, the Medical and Dental Coverage Form T001BR07.01NW are deleted and replaced by the following:

This insurance is in excess of all other valid and collectible insurance or indemnity other than private passenger auto no-fault benefits or third party liability insurance. If at the time of the occurrence 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, and applicable deductible

T001AD01.01NC (06/11)

## FOR NEBRASKA RESIDENTS

### Form T001TC01.01DOC- GENERAL PROVISIONS

The following changes applies to **GENERAL PROVISIONS**

The following CONCEALMENT OF FRAUD provision is deleted in its entirety and replaced with the following:

CONCEALMENT OF FRAUD. We do not provide coverage if, at the time of a loss, you intentionally conceal or misrepresent any material fact or circumstance relating to this coverage and such concealment or fraud contributes to the loss or otherwise deceives the Company to its Injury.

T001AD01.01NE (08/11)

## FOR NEVADA RESIDENTS

### Form T001TC01.01DOC - DEFINITIONS

The definition of Pre-Existing Condition is deleted in its entirety and replaced with the following:

#### PRE-EXISTING CONDITION

Pre-Existing Condition means a Sickness or Injury, regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received by you or your traveling companion during the six month period immediately preceding the effective date of this coverage. Pre Existing Condition does not include genetic information in the absence of a diagnosis of the condition related to such information.

### Form T001TC01.01DOC – GENERAL EXCLUSIONS

Exclusion 1. c. is deleted in its entirety.

T001AD01.01NV (06/11)

## FOR OKLAHOMA RESIDENTS

**WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

### Form T001DOC01NW, Policy Jacket

The Description of Coverage is amended by the following:

Insurance coverage is provided under the terms and conditions as stated in the Description of Coverage, not according to the terms and conditions of the Master Policy.

### Form T001TC01.01DOC - RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE

The **10 DAY RIGHT TO EXAMINE YOUR DESCRIPTION OF COVERAGE** Provision is amended by the addition of the following:

If we do not return any premiums or money paid within 30 days from the date of cancellation we will pay you interest on the amount due.

The following is deleted in its entirety:

“When so returned, the Policy is void from the beginning.”  
And replaced by the following: “When so returned, the Policy is canceled from the beginning.”

#### **Form T001TC01.01DOC - DEFINITIONS**

The DEFINITIONS SECTION is amended as follows:

The term child, under the definition of FAMILY MEMBER includes an adopted child from the date the child is placed in your custody and/or a child in your temporary care pursuant to an interlocutory decree issued under Title 10 of the Oklahoma statutes during the pendency of an adoption proceeding regardless of whether a final decree of adoption is ultimately issued. You must notify us within 31 days of obtaining custody if such custody is obtained after the effective date of this Policy.

#### **Form T001TC01.01DOC – GENERAL EXCLUSIONS**

The GENERAL EXCLUSIONS SECTION is amended as follows:

Exclusion 1 l. declared or undeclared war or any act of war; is deleted in its entirety.

Exclusion 1 c. is deleted in its entirety and replaced with the following:

c. you or your Traveling Companion being under the influence of a narcotic, unless prescribed by a Physician.

Exclusions 1 e, g, i, m, o, p, r, s, t and v do not apply to Accidental Death and Dismemberment- Air Flight Accident, Accidental Death and Dismemberment – Travel Accident, Medical and Dental Coverage.

#### **Form T001TC01.01DOC – GENERAL PROVISIONS**

The following are added to the GENERAL PROVISIONS Section:

#### **CONFORMITY TO STATUTES**

Any part of this Description of Coverage which conflicts with the State Laws of Oklahoma is changed to meet the minimum requirements of that law.

T001AD01.01OK (07/11)

#### **FOR SOUTH CAROLINA RESIDENTS**

#### **Form T001TC01.01DOC- GENERAL PROVISIONS**

The following is added to **GENERAL PROVISIONS**

The following CONFORMITY WITH STATE STATUTES provision is added to GENERAL PROVISIONS:

CONFORMITY WITH STATE STATUTES. Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the insured resides on that date is amended to conform to the minimum requirements of such laws.

#### **Form T001TC01.01DOC - CLAIMS PROVISIONS**

The following changes applies to **CLAIMS PROVISIONS**

The provision titled Legal Actions is deleted in its entirety and replaced with the following:

Legal Actions

No legal action may be brought to recover on the plan within 60 days after written Proof of Loss has been given. No such action will be brought after six years from the time written Proof of Loss is required to be given. If a time limit of the plan is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

The following is added to Proof of Loss: After our receipt of a properly executed proof of loss, loss payment for undisputed claims will be made within 30 business days.

The following is added to Physical Examination and Autopsy: The autopsy must be performed in South Carolina.

T001AD01.01SC (08/11)

#### **FOR TEXAS RESIDENTS**

#### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call the Program Administrator's toll-free telephone number for information or to make a complaint at:

(800) 541-3522

You may also write to the Program Administrator:

CSA Travel Protection  
P. O. Box 939057  
San Diego, CA 92193-9057

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact Generali US Branch first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Generali Insurance Company para información o para someter una queja al:

(800) 541-3522

Usted también puede escribir al Administrador del Programa:

CSA Travel Protection  
P. O. Box 939057  
San Diego, CA 92193-9057

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse primero con el Administrador del Programa. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

T001AD01.02TX (08/11)

**Form T001TC01.01DOC- CLAIMS PROVISIONS**

The following changes applies to **CLAIMS PROVISIONS**

The Proof of Loss provision is deleted in its entirety and replaced with the following:

You have 91 days from the date of your loss to submit your claim to us, except as otherwise provided by law.

Within 15 business days after we receive notice of a claim we will:

- acknowledge receipt of the claim (If acknowledgement of the claim is not made, in writing, we will make a record of the date, means, and content of the acknowledgement.)
- commence any investigation of the claim; and
- request from you all items, statements, and forms that We reasonably believe, at that time, will be required from you. Additional requests may be made if during the investigation of the claim such additional requests are necessary.

We will notify you in writing of the acceptance or rejection of a claim no later than 15 business days after we receive all Proof of Loss required by us. If we reject the claim, we will tell you the reasons for the rejection. If we are unable to accept or reject the claim within 15 business days after we receive all Proof of Loss required, we will notify you within the 15 business-day period and tell you why we need additional time to investigate the claim. If we require additional time to investigate your claim, we will notify you if we accept or reject the claim no later than 45 business days after we request additional time to investigate the claim.

Except as otherwise provided, if we delay payment of a claim for more than 60 business days following receipt of all required Proof of Loss, we will pay the amount of the claim plus 18 percent interest per year along with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

The Legal Action provision is deleted in its entirety and replaced with the following:

No legal action may be brought to recover on the Policy within 90 days after written Proof of Loss has been given. No such action will be brought after three years from the time written Proof of Loss is required to be given. If a time limit of the Policy is less than allowed by the laws of the state where you live, the limit is extended to meet the minimum time allowed by such law.

**Form T001TC01.01DOC- ELIGIBILITY AND EFFECTIVE DATES**

The **ELIGIBILITY AND EFFECTIVE DATES** Provision is amended as follows:

The following is added to When Coverage Ends:

4. Coverage will not end solely because a person becomes an elected official in Texas.

T001AD01.01TX (10/11)

**FOR VERMONT RESIDENTS**

**Form T001TC01.01DOC – GENERAL PROVISIONS:**

The following is added to the GENERAL PROVISIONS Section:

**CIVIL UNIONS:** This Description of Coverage provides benefits for parties to a civil union. Vermont law requires that insurance policies offered to married persons and their families be made available to parties to a civil union and their families. In order to receive benefits in accordance with this Description of Coverage, the civil union must be established in the state of Vermont according to Vermont law. It is understood that definitions and provisions designating:

- an Insured
- named Insured
- who is Insured
- who is a named Insured
- covered person(s)
- You and/or Your
  - \* spouse
- Domestic Partner
- Family Member

and any other definitions and provisions designating an Insured under this Description of Coverage, are amended, wherever appearing, where terms denoting a marital relationship or family relationship arising out of a marriage are used, to indicate parties to a civil union and their families under Vermont law.

**Form T001TC01.01DOC – CLAIMS PROVISIONS:**

The following is added to the CLAIMS PROVISIONS:

**Payment of Claims**

After claim settlement has been agreed upon by you and us, we will mail payment in the agreed amount to you and/or the Loss payee within 10 working days. Failure to pay within such period shall entitle you to interest at the rate of nine percent (9%) per annum at the expiration of each 4 weeks during the continuance of the period for which we are liable, provided that interest amounting to less than one dollar need not be paid. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

T001AD01.01VT (06/11)

**FOR WISCONSIN RESIDENTS**

**Form T001TC01.01DOC – CLAIMS PROVISIONS:**

The following changes apply to the CLAIMS PROVISIONS section:

The following is added to Proof of Loss: After our receipt of a properly executed proof of loss, loss payment will be made within 30 days.

The following sentence is added to the Our Right to Recover and Subrogate from Others provision:

Our ability to recover is limited to the amount remaining after you have been made whole, taking into account comparative negligence, for any such benefits paid to you.

T001AD01.01WI (06/11)