# Travel Protection provided exclusively for



## Administered by



### **Quality Protection Worldwide**

For Medical Assistance while traveling Call Toll Free:

888-268-2824

(Within the United States and Canada)

or Call Collect: 603-328-1725

(From all other locations)

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

Please contact American Discount Cruises o report cancellation of travel plans first, prior to calling Travel Insured International to report your claim.

# AMERICAN DISCOUNT CRUISES TRAVEL PROTECTION PLAN

T- 4122 (9.10)

Master Contract Number: 11TVL4541402
DESCRIPTION OF COVERAGE
FOR WASHINGTON RESIDENTS

This Insurance is underwritten by: Arch Insurance Company, with its principal place of business in Jersey City, NJ.

### **SCHEDULE OF BENEFITS**

Maximum

Included

	Waxiiiiuiii
Listing of Benefits	Principle Sum
Part A-Travel Protection	
Trip Cancellation	Trip Cost*
Trip Interruption	150% Trip Cost*
Missed Connection-3 hrs	\$500
Trip Delay-6 hrs	\$700 (\$200/day)
Part B- Medical Protection	
<b>Emergency Accident and Sickness Medical</b>	
Expense	\$25,000
Emergency Evacuation, Medically	
Necessary Repatriation, Repatriation of	
Remains	\$500,000
Part C-Baggage Protection	
Baggage & Personal Effects	\$1,250
Limit Per Article	\$250
Combined Limit – Valuables	\$500
Baggage Delay-24 hours	\$200
Worldwide Assistance Services: Non-Insurance Services	

The Pre-Existing Condition exclusion will be waived if the protection plan is purchased for the full cost of Your Trip and up to or before final trip payment, the booking for the trip is the first and only booking for the travel period and destination, You are not disabled from travel at the time You pay the premium.

**PART A- TRAVEL PROTECTION** 

Trip Cancellation/Trip Interruption: The Insurer will pay a benefit, up to the maximum shown on Your Confirmation of Benefits, if You are prevented from taking or continuing Your covered Trip due to the following Unforeseen events:

a) Sickness, Injury or death involving You or Your Traveling Companion, or You or Your Traveling Companion's Business Partner or Your Family Member; which results in medically imposed restrictions as certified by a Legally Qualified Physician at the time of loss preventing Your continued participation in the Trip.

- b) Unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours.
- c) Weather that causes complete cessation of services of Your Common Carrier for at least 24 consecutive hours.
- d) Employer termination or layoff affecting You or a person(s) sharing the same room during Your Trip. Employment must have been with the same employer for at least three (3) consecutive years.
- e) Hijack, quarantine, jury duty, or court ordered appearance as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers); f) Your primary residence or that of Your Traveling Companion is
- f) Your primary residence or that of Your Traveling Companion is rendered uninhabitable by Unforeseen circumstances.
  q) Burglary of You or Your Traveling Companion's primary
- residence within 10 days of departure of the Trip.
  h) Bankruptcy or Default of Your Travel Supplier, other than
  Bankruptcy or Default of American Discount Cruises, which
  occurs more than 14 days following Your Effective Date.
  Coverage is not provided for the Bankruptcy or Default of the
  travel agent or American Discount Cruises that solicited Your
  policy and from whom You purchased Your Land/Sea
  Arrangements. Benefits will be paid due to Bankruptcy or Default
  of an airline only if no alternate transportation is available. If
  alternate transportation is available, benefits will be limited to the
  change fee charged to allow You to transfer to another airline in
  order to get to Your intended destination.
- i) If within 30 days of Your departure, a politically motivated Terrorist Attack occurs within the territorial limits of a City listed on Your itinerary. The Terrorist Attack must occur after the Effective Date of Your Trip Cancellation coverage. j) You or Your Traveling Companion are called to emergency military duty for a disaster.
- k) Traffic accident, substantiated by a police report, directly involving either You or Your Traveling Companion while en route to a scheduled point of departure.

**Single Supplement:** Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per-person occupancy rate of prepaid Travel Arrangements if a Traveling Companion has his or her Trip canceled or interrupted for a covered reason and You do not cancel.

**Trip Cancellation:** Benefits will be paid, up to the Maximum Benefit Amount for the non-refundable cancellation charges imposed by Your Travel Supplier

Worldwide Assistance Services

and/or airfare cancellation charges for flights joining or departing Your Land/Sea Arrangements; or the additional costs You may incur as a result of a change in the perperson occupancy rate of prepaid travel arrangements if a person booked to share accommodations with You cancels his/her Trip for a covered reason and You do not cancel.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

**Trip Interruption:** Benefits will be paid, up to the Maximum Benefit Amount for the non-refundable, unused portion of the prepaid expenses for Travel Arrangements and/or the additional cost for one-way Economy Transportation for You to return to Your original or rejoin their Trip less the value of the original unused return travel ticket.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

Missed Connection: Covers missed Cruise or Trip departures which result from cancellation or delay (for up to three or more hours) of all regularly scheduled airline flights due to Inclement Weather or any Common Carrier caused delay. Maximum benefits of up to the amount shown in the Schedule are provided to cover additional transportation expenses needed for the You to join the departed Cruise or Trip, reasonable accommodation and meal expenses and non-refundable trip payments for the unused portion of Your Cruise or Trip. Coverage is secondary to any compensation provided by a Common Carrier. Coverage will not be provided to individuals who are able to meet their scheduled departure but cancel their Cruise or Trip due to Inclement Weather.

The Maximum Benefit Amount is shown in Your

### **EXCESS INSURANCE LIMITATION**

Confirmation of Benefits.

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of

Loss, over the amount of such other insurance or indemnity, and applicable deductible.

**Trip Delay:** If You are delayed for more than the number of hours shown in Your Confirmation of Benefits while en route to or from a Trip, due to:

- a) Any delay of a Common Carrier. The delay must be certified by the Common Carrier;
- b) Lost or stolen passports, travel documents or money (must be substantiated by a report to the police or the appropriate authority); or
- c) Quarantine, hijacking, strike, Natural Disaster, terrorism or riot:

Benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for:

a) The Additional Transportation Cost from the point where You were delayed to a destination where You can join the Trip; b) Reasonable accommodation and meal expenses (up to the daily amount shown in the Confirmation of Benefits); and Benefits will not be paid for any expenses that have been reimbursed or for any services that have been provided by the Common Carrier.

These benefits will not duplicate any benefits payable under the Policy or any coverage(s) attached to the Policy.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

### PART B-MEDICAL PROTECTION

#### **Accident and Sickness Medical Expense:**

The Insurer will pay benefits up to the maximum shown on the Schedule if You incur necessary Covered Medical Expenses as a result of an Accidental Injury or Sickness which occurs during the Covered Trip. All services, supplies or treatment must be received within 52 weeks of the date of the Accidental Injury or onset of Sickness.

Covered Medical Expenses are necessary services and supplies which are recommended by the attending Physician. They include but are not limited to: the services of a Physician; charges for Hospital confinement and use of operating rooms; charge for anesthetics (including administration); x-ray examinations or treatments, and laboratory tests; ambulance service; drugs, medicines, prosthetics and therapeutic services and supplies; emergency dental treatment for the relief of pain.

The Company will not pay benefits in excess of the reasonable and customary charges. Reasonable and customary charges means charges commonly used by

Physicians in the locality in which care is furnished. The Company will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

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

"Emergency Evacuation" means Your medical condition warrants immediate transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained. Transportation means any land, sea or air conveyance required to transport You during an Emergency Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

"Covered Emergency Evacuation Expenses" are those for Medically Necessary Transportation, including Reasonable and Customary Charges for medical services and supplies incurred in connection with Your Emergency Evacuation. Expenses for Transportation must be: (a) recommended by the attending Physician; (b) required by the standard regulations of the conveyance transporting You and (c) reviewed and pre-approved by the Assistance Company. The Insurer will also pay Reasonable and Customary Charges for escort expenses required by You, if You are

disabled during a Trip and an escort is recommended in writing, by Your attending Physician and must be preapproved by the Assistance Company.

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

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

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

Medically Necessary Repatriation: Following a covered Emergency Evacuation expense or a covered medical expense, the Insurer will pay to return You from the location to which You were evacuated or became sick or injured to Your return destination or the Hospital nearest Your home if medically necessary and authorized by the Assistance Company via Common Carrier, within one year from Your original Trip completion date. Commercial airfare costs will be in the same class of service, as Your original airline tickets, or in business or first class as in compliance with Your medical necessities and requirements upon Your discharge, less refunds from Your unused transportation tickets. "Emergency Sickness" means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly: and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Trip.

Repatriation of Remains: The Insurer will pay reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the covered Trip. This will not exceed the maximum shown on the Confirmation of Benefits. Covered Expenses include, but are not limited to, expenses for embalming, cremation, minimally necessary coffins for transport, and transportation. The Pre-Existing

Conditions Exclusion does not apply to Emergency Evacuation and Repatriation of Remains.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

All transportation must be authorized and arranged by the Assistance Company.

#### PART C-BAGGAGE PROTECTION

**Baggage/Personal Effects** means goods being used by You during a Trip. The term Baggage and Personal Effects does not include:

- a) Animals;
- b) Automobiles and automobile equipment;
- c) Boats or other vehicles or conveyances;
- d) Trailers:
- b) Motors:
- c) Aircraft:
- d) Bicycles, except when checked as baggage with a Common Carrier:
- e) Household effects and furnishings;
- f) Antiques and collectors items:
- g) Sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids;
- h) Prosthetic limbs;
- i) Prescribed medications:
- j) Keys, money, credit cards, tickets, documents or securities, (except as coverage is otherwise specified under the Policy), stamps;
- k) Professional or occupational equipment or property, whether or not electronic business equipment; or
- I) Telephones, computer hardware or software;

For Baggage and Personal Effects: Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to Baggage and Personal Effects; (b) subject to all Exclusions and Limitations in the Policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The Company will pay the lesser of the following amounts up to the Per Article Maximum shown in the Confirmation of Benefits:

- i) The actual cash value at the time of loss, theft or damage; orii) The cost to repair or replace the article with material of a
- I he cost to repair or replace the article with material of like kind and quality.

The Company will pay the Combined Maximum shown in the Confirmation of Benefits for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed

with fur, cameras and their accessories and related equipment.

The Insurer will also reimburse You for charges and interest incurred due to unauthorized use of Your credit cards if such use occurs during Your Trip and if You have complied with all credit card conditions imposed by the credit card companies.

The Insurer will reimburse You for fees associated with the replacement of Your passport during Your Trip. Receipts are required for reimbursement.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

Baggage Delay (Outward Journey Only): For Baggage Delay: If, while on a Trip, Your checked Baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount, for the actual expenditure for necessary Personal Effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

#### **EXCESS INSURANCE LIMITATION**

The insurance provided by this Policy shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

# WORLDWIDE ASSISTANCE SERVICES: NON-INSURANCE SERVICES

The Travel Assistance feature provides a variety of travel related services. Services offered include:

- Medical evacuation Medically necessary repatriation
- Repatriation of remains Medical or legal referral
- Hospital admission guarantee Translation service
- Lost Baggage retrieval
   Inoculation information
- Passport / visa information •Emergency cash advance
- Prescription drug / eyeglass replacement Bail bond

Payment reimbursement to the Assistance Company is Your responsibility.

24-Hour Emergency Assistance
Telephone Numbers
For travel assistance services only:
CALL TOLL FREE: 888-268-2824
(Within the United States and Canada)
OR CALL COLLECT: 603-328-1725
(From all other locations)
Be sure to use the appropriate country
and city codes when calling.
- KEEP THESE NUMBERS WITH YOU
WHEN YOU TRAVEL-

Travel assistance services are provided by an independent organization and not by Arch Insurance Company or Travel Insured International. There may be times when circumstances beyond the Assistance Company's control hinder their endeavors to provide travel assistance services. They will, however, make all reasonable efforts to provide travel assistance services and help you resolve your emergency situation.

#### **EXCLUSIONS**

# The following exclusions apply to Benefits outlined in Sections A and B:

Benefits are not payable for Sickness, Injuries or losses of You, Your Traveling Companion, You or Your Traveling Companion's Family Member, or Your Business Partner:

- 1) Suicide, attempted suicide or any intentionally selfinflicted injury while sane or insane (in Missouri, sane only) committed by You, Your Traveling Companion or Family Member, whether insured or not;
- 2) Resulting from an act of declared or undeclared war;
- 3) While participating in maneuvers or training exercises of an armed service;
- 4) While riding, driving or participating in races, or speed or endurance contests:
- 5) While mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 6) While participating as a member of a team in an organized sporting competition;
- 7) While participating in skydiving, hang gliding, bungee cord jumping, scuba diving or deep sea diving;
- 8) While piloting or learning to pilot or acting as a member of the crew of any aircraft:
- 9) Commission or the attempt to commit a criminal act by You or Your Traveling Companion;
- 10) Due to normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
- 11) For dental treatment (except as coverage is otherwise specifically provided herein);
- 12) Pre-Existing Conditions, as defined in the Definitions section unless the policy is purchased for the full cost of Your Trip and up to or before final Trip payment, the booking for the Trip is the first and only booking for the travel period and destination, and You

# are not disabled from travel at the time You pay the premium.

13) For mental or nervous disorders, unless hospitalized. The following exclusion applies to Accident Medical Expense and Sickness Medical Expense only:

14) Due to alcoholism and drug addiction

The following exclusion applies to Trip Cancellation, Trip Interruption, Trip Delay, and Emergency Evacuation/Repatriation of Remains only:

15) Received as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advise of a Legally Qualified Physician.

#### The following limitation applies to Trip Cancellation only:

All cancellations must be reported directly to the Travel Supplier within 72 hours of the event causing the need to cancel, unless the event prevents it, and then as soon as is reasonably possible. If the cancellation is not reported within the specified 72-hour period, the Company will not pay for additional charges which would not have been incurred had You notified the Travel Supplier in the specified period.

If the event prevents You from reporting the cancellation, the 72-hour notice requirement does not apply; however, You must, if requested, provide proof that said event prevented You from reporting the cancellation within the specified period.

# The following exclusions apply to Baggage/Personal Effects Coverage only in Part C:

Benefits will not be paid for any expenses which have been reimbursed or for any services which have been provided by the Common Carrier, hotel or Travel Supplier; nor will benefits be paid for loss or damage to property specifically covered under any other insurance.

These benefits will not duplicate any benefits payable under the policy or any coverage(s) attached to the policy. Your Duties After Loss of or Damage to Property or Delay of Baggage: In case of loss, theft, damage or delay of Baggage or Personal Effects, You must:

- a) Take all reasonable steps to protect, save or recover the property:
- b) Promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss:
- c) Produce records needed to verify the claim and its amount and permit copies to be made:
- d) Provide to the Company, within 90 days from the date of loss, a detailed proof of loss signed and sworn to: and e) Be examined, if requested.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

No Benefit to Bailee: This insurance shall not benefit any Common Carrier or bailee.

Benefits are not payable for any loss caused by or resulting from:

- a) Breakage of brittle or fragile articles:
- b) Wear and tear or gradual deterioration:
- c) Confiscation or appropriation by order of any government or custom's rule:
- d) Theft or pilferage while left in any unlocked vehicle:
- e) Property illegally acquired, kept, stored or transported:
- f) Your negligent acts or omissions: or
- g) Property shipped as freight or shipped prior to the Scheduled Departure Date.

### **DEFINITIONS**

"Accident" means a sudden, unexpected, or unintended event that occurs while this Policy is in force and causes Injury.

"Additional Transportation Cost" means the actual cost incurred for one-way Economy Transportation by Common Carrier reduced by the value of an unused travel ticket. "Assistance Company" means the service provider with which the Company has contracted to coordinate and deliver emergency travel assistance, medical evacuation, and repatriation.

"Bankruptcy" means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq. "Business Partner" means an individual who: (a) is involved in a legal partnership with You; and (b) is actively involved in the day to day management of Your business.

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

"Common Carrier" means any public land, air, or water conveyance operating under a valid license providing for the transportation of passengers for hire.

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

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

"Domestic Partner" means a person, at least up to 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least up to 10 continuous months prior to the Effective Date of coverage.

"Economy Transportation" means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for the Trip, reduced by the value of an unused return travel ticket.

"Eligible Expense" means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician as Medically Necessary for diagnosis or treatment; which are limited to:

- i) The services of a Legally Qualified Physician;
- ii) Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or

hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a hospital room for recovery of an Injury);

iii) Transportation furnished by a professional ambulance company to and/or from a Hospital; and

iv) Prescribed drugs, prosthetics and the rapeutic services and supplies.

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

"Hospital" means (a) a place which is licensed or recognized as a general Hospital by the proper authority of the state in which it is located: (b) a place operated for the care and treatment of resident inpatients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility: (c) a place recognized as a general Hospital by the Joint Commission on the Accreditation of Hospitals. Not included is a Hospital or institution licensed or Used principally: (1) for the treatment or care of drug addicts or alcoholics: or (2) as a clinic, continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

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

"Injury" or "Injuries" means accidental bodily Injuries (a) received after the Effective Date and prior to Your scheduled return date; and (b) resulting in loss independently of sickness and all other causes and certified by a Legally Qualified Physician.

"Insured," "You" or "Your" means the Principal Insured and his or her Family Members, Business Partner, or Traveling Companion who are covered under the Principal Insured's policy.

"The Insurer" or "The Company" means Arch Insurance Company.

"Intoxicated" mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

"Legally Qualified Physician" means a Physician or a Christian Science Practitioner (a) other than You, a Traveling Companion or a Family Member: (b) practicing within the scope of his or her license: and (c) recognized as a physician in the place where the services are rendered. "Maximum Benefit Amount" means the maximum amount payable for each coverage described herein and as shown in the Confirmation of Benefits.

"Medical Treatment" means treatment advice or consultation by a Legally Qualified Physician.

"Medically Necessary" means a service or supply which: (a) is recommended by the attending Legally Qualified Physician: (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community

practice: (c) could not have been omitted without adversely affecting Your condition or quality of medical care: (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience: and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

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

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

"Scheduled Departure Date" means the date on which You are originally scheduled to leave on the Trip.

"Scheduled Return Date" means the date on which You are originally scheduled to return to the point of origin or the original final destination.

"Schedule of Benefits" means the coverage confirmation provided to You following Your enrollment and payment of the applicable premium.

"Sickness" means an illness or disease that is first manifested, diagnosed, or treated by a Legally Qualified Physician after the effective date of insurance and while You are covered under this Policy.

"Strike" means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased: and (b) which interferes with the normal departure and arrival of a Common Carrier.

"Terrorist Attack" means an incident deemed an act of terrorism by the U.S. Department of State or the U.S. Government.

"Third Party" means a person or entity other than an Insured or the Company.

"Travel Arrangements" means: (a) transportation: (b) accommodations: and (c) other specified services arranged by the Travel Supplier for the Trip.

"Traveling Companion" means a person or persons with whom a covered person has coordinated travel arrangements and intends to travel with during the Trip.

"Travel Supplier" means any entity or organization that coordinates or supplies Your travel services.

"Trip" means scheduled trips, tours or cruises for which (a) coverage is requested: and (b) the required premium is submitted prior to the Scheduled Departure Date. Maximum Trip duration is 6 (six) months.

"Unforeseen" means not anticipated or expected and occurring after the effective date of the policy.

"Used" means to avail oneself of, to employ, to expend or consume, or to convert to one's service.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

#### CLAIMS PROCEDURE

To facilitate prompt claims settlement:

TRIP CANCELLATION CLAIMS: IMMEDIATELY Call American Discount Cruises and Travel Insured to report Your cancellation and avoid non-covered expenses due to late reporting. Travel Insured will then advise You on how to obtain the appropriate form to be completed by You and the attending Legally Qualified Physician.

**INTERRUPTION**: Obtain medical statements from the doctors in attendance in the country where Sickness or Accident occurred. These statements should give complete diagnosis, stating that the Sickness or Accident prevented traveling on dates contracted. Provide all unused transportation tickets, official receipts, etc.

**TRIP DELAY/MISSED CONNECTION:** Obtain any specific dated documentation, which provides proof of the reason for delay (airline or cruise line forms, medical statements, etc). Submit this documentation along with Your Trip itinerary and all receipts from additional expenses incurred.

**MEDICAL EXPENSES**: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment; submit these first to other medical plans. Provide a copy of their final disposition of Your claim. **BAGGAGE**: Obtain a statement from the Common Carrier that Your Baggage was delayed or a police report showing Your Baggage was stolen along with copies of receipts for Your purchases.

TO OBTAIN CLAIM FORMS AND ANY ADDITIONAL INFORMATION ON HOW TO REPORT A CLAIM, CALL OR WRITE TO TRAVEL INSURED INTERNATIONAL AND REFER TO PRODUCT #: T-4122

#### **INSURING PROVISIONS**

This is a legal contract between Arch Insurance Company and You. This policy is issued in consideration of payment of the appropriate plan cost. Arch Insurance Company, herein called the Company, will pay You benefits described in this policy, subject to all policy limitations, and exclusions, when You sustain a loss specified under a provision of the policy under which You are covered, as shown in this Description of Coverage.

The entire contract is made up of the policy and any attachments. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in the policy or its attachments.

FOURTEEN-DAY LOOK. You may cancel this policy by giving the Company or the agent written notice within the first to occur of the following: (a) 14 days from the Effective Date of Your policy; or (b) Your Scheduled Departure Date.

If You do this, the Company will refund Your premium paid provided no claim has been filed under this policy.

PERIOD OF COVERAGE: The "Effective Date" of Your Travel Protection policy begins at 12:01 a.m. following the date You enroll and pay the required plan cost. The Trip Cancellation Benefit begins on the Effective Date. The Trip Delay Benefit is in force while You are en route to and from Your Trip. All other Benefits begin on 12:01 a.m. on the later of Your Scheduled Departure Date or the Effective Date of Your Travel Protection policy, as described above. Benefits end for all Insureds when You cancel Your Trip, when You return home, or when You complete the term of Your Trip.

#### GENERAL PROVISIONS

clerical error on the Company's part or that of a Travel Supplier in keeping records or furnishing information will not void Your coverage if it otherwise validly in force; nor will it continue Your coverage if it is otherwise validly terminated under the terms of this policy.

**LEGAL ACTIONS.** No legal action for a claim can be brought against us until sixty (60) days after we receive proof of loss. No legal action for a claim can be brought against us more than three (3) years after the time required for giving proof of loss. This three (3) year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**CONCEALMENT AND MISREPRESENTATION.** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been intentionally concealed or misrepresented.

**SUBROGATION.** If the Company has made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, the Company will be subrogated to that right. You shall help the Company wexercise the Company's rights in any reasonable way that the Company may request: nor do anything after the loss to prejudice the Company's rights: and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recover for the Company in trust and reimburse the Company to the extent of the Company's previous payment for the loss. You are entitled to complete reimbursement for loss covered under this policy before the Company is entitled to subrogation proceeds.

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

- (a) Coverage has been elected; and
- (b) The required premium has been paid.

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

**EXTENDED COVERAGE.** All coverage under the policy will be extended, if: (a) Your entire Trip is covered by the policy; and (b) Your return is delayed by covered reasons specified under Trip Cancellation and Interruption or Travel Delay. If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your Return Destination; or (b) seven (7) days after the date the Trip was scheduled to be completed.

**NOTICE OF CLAIM.** Notice of claim must be reported within twenty (20) days after a loss occurs or as soon as reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to the Company or designed representative and should include sufficient information to identify You.

**CLAIM FORMS:** When notice of claim is received by the Company or designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by sending a written statement of what happened. This statement must be received within the time given for filing proof of loss.

**PROOF OF LOSS.** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

TIME OF PAYMENT OF CLAIMS: Benefits for loss of life are payable to You, if living. Otherwise, benefits for loss of life are paid to the beneficiary, if named, or to Your estate. All or a portion of all other benefits provided by this policy may, at the option if the Company, be paid directly to the provider of the services(s). All benefits not paid to the provider will be paid to You. Other than for loss of life, if any benefit is payable to either another Insured or Your beneficiary who is a minor or otherwise not able to give a valid release or Your estate, the Company may pay up to \$1,000 to Your beneficiary or any relative to whom the Company finds entitled to the payment. Any payment made in good faith shall fully discharge the Company from obligations under this policy to the extent of such payment.

**PAYMENT OF CLAIMS.** All benefits are payable to You, if alive. Otherwise benefits are payable to Your estate.

PHYSICAL EXAMINATION AND AUTOPSY. The Company, at the expense of the Company, may have You examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where it is not forbidden by law.

OTHER INSURANCE WITH THE COMPANY: You may be covered under only one travel policy with the Company for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**CONFORMITY WITH STATE STATUTES:** The provisions of this policy must conform with the laws of the state in which the policy is issued. If any do not, they are hereby amended to conform.

#### **BENEFICIARY**

Your estate, unless written notice of a designated beneficiary is provided to Travel Insured International.

FOR PLAN INQUIRIES OR INFORMATION ON FILING A CLAIM PLEASE CONTACT TRAVEL INSURED AT:

Travel Insured International, Inc. P.O. Box 280568
East Hartford, CT 06128-0568
866-684-0218

Plan is designed by Travel Insured International.



This Insurance, under policy AIC-TRVL-P (2/03) WA is underwritten by: Arch Insurance Company, with its principal place of business in Jersey City, NJ.

