



# Flight Insure

Travel protection description of coverage FIZ-1224 | 12.24



# CONTACT INFORMATION AND IMPORTANT NOTES

# QUESTIONS PRIOR TO YOUR TRIP DEPARTURE?

Travelex Insurance Services

1.800.819.9004

8:00am - 7:00pm CT, M-F

<u>customersolutions@travelexinsurance.com</u>

Reference Plan Number FIZ-1224

# **NEED ASSISTANCE WHILE TRAVELING?**

**Zurich Travel Assist** 

800.555.0870 (within USA & Canada)

416.977.1803 (outside USA & Canada)

assistance@zurichtravelassist.com

24 Hours a Day, 7 Days a Week

# **EXPERIENCE A LOSS AND NEED TO FILE A CLAIM?**

Zurich Travel Claims Administration

Start Here - File a Claim Online at <u>travelexinsurance.com</u>

800.501.4781

8:30am - 8:00pm ET, M-F

support@zurichtravelclaims.com

## **IMPORTANT NOTES**

Who is Eligible: A person who has arranged to take a trip, pays the required plan cost and has a primary residence in the United States of America.

This is a brief Description of Coverage, which outlines benefits and amounts of coverage available to you. To view your state-filed policy, please visit <a href="here">here</a>, and select your state of residence.

# **Description of Coverage Travelex Flight Insure Plan FIZ-1224**



# **ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way Schaumburg, Illinois 60196

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#### TWENTY-ONE DAY¹ FREE LOOK PERIOD

The **Insured** has the right to examine coverage upon receipt of his/her plan. If he/she is not satisfied for any reason, he/she may return his/her plan within 21<sup>1</sup> days after receipt to **Us**, **Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this plan, the plan and the **Insured's** coverage under this plan will be voided from the outset of coverage and premium will be refunded accordingly.

THIS **INSURANCE PROVIDES** SHORT-TERM TRAVEL RELATED BENEFITS FOR COVERED TRIPS AT LEAST 100 MILES AWAY FROM THE INSURED'S HOME AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE SCHEDULE FOR WHICH A PREMIUM WAS PAID.

THIS PLAN CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE DOWNLOAD YOUR STATE-SPECIFIC POLICY AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

# PLEASE READ THIS DOCUMENT CAREFULLY

Bolded words are **Definitions** and can be found in SECTION V – GENERAL DEFINITIONS.

Other Covered Events are defined under the Trip Interruption benefit.

<sup>&</sup>lt;sup>1</sup> 30 days in IN, NH and UT Travelex Flight Insure Plan FIZ-1224



#### **ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way Schaumburg, Illinois 60196

# Description of Coverage Travelex Flight Insure Plan FIZ-1224

#### **DECLARATION PAGE**

Policy #: 9855529

Item: 1. Insured: Refer to Confirmation of Coverage

Item: 2. Additional Travelers Covered or Family Members:

Refer to Confirmation of Coverage

Item: 3. Effective Date of Coverage:

Trip Cancellation: N/A

All Other Benefits: Refer to Departure Date on Confirmation of Coverage

Item: 4. Trip Departure Date: Refer to Departure Date on Confirmation of Coverage

Item: 5. Trip Return Date: Refer to Return Date on Confirmation of Coverage. Not to exceed beyond 180 days (90 days in WA) from Trip Departure Date

days (90 days in WA) from Trip Departure Date

This is intended as a general description of certain types of insurance and services available to qualified customers through the companies of Zurich in North America, provided solely for informational purposes. Nothing herein should be construed as a solicitation, offer, advice, recommendation, or any other service with regard to any type of insurance product underwritten by individual member companies of Zurich in North America, including Zurich American Insurance Company, 1299 Zurich Way, Schaumburg, IL 60196. Your policy is the contract that specifically and fully describes your coverage, terms and conditions. The description of the policy provisions gives a broad overview of coverages and does not revise or amend the policy. Coverages and rates are subject to individual insured meeting our underwriting qualifications and product availability in applicable states. If you have questions about coverage available under our plans, please review the policy or contact our Administrator, Travelex Insurance Services Inc. 810 N 96th Street, Suite 300, Omaha, NE 68114. Toll Free 800.819.9004. Email: <a href="mailto:customersolutions@travelexinsurance.com">customersolutions@travelexinsurance.com</a>. Travelex Insurance Services Inc. CA Agency license #0D10209. Insurance coverages underwritten by individual member companies of Zurich in North America, including Zurich American Insurance Company (NAIC # 16535).

#### SECTION I - SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

Benefits	Maximum Covered Amount per Insured / Deductible per Insured
A. Travel Inconvenience Plan	
Post-Departure Trip Interruption Benefit     Benefit applicable to residents of CT,     IN, KS, MO, MT, VA, VT, WA only	Up to 100% of <b>Trip Cost</b> to a maximum of \$100
B. Accident Plan	
Accidental Death for Air Travel     refer to confirmation of coverage for     benefit level	\$300,000 \$500,000 \$1,000,000

#### SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. EFFECTIVE DATE: No coverage for an **Insured** under this plan is in effect until:
  - 1. 12:01 A.M. Standard Time on the **Scheduled Date of Departure**.
- B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III BENEFITS.
- C. TERMINATION DATE: An Insured's coverage automatically terminates on the earlier of:
  - the completion date of the Covered Trip;
  - 2. the Scheduled Date of Return:
  - 3. the Insured's arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
  - 4. cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

- D. EXTENSION OF COVERAGE: All coverage under this plan will be extended if:
  - 1. the **Insured's** entire **Covered Trip** is covered by this plan; and
  - 2. the **Insured's** return is delayed by unavoidable circumstances beyond his/her control.

This extension of coverage will terminate the earlier of:

- a. the date the Insured reaches his/her originally scheduled return Destination; or
- b. seven days after the Scheduled Date of Return.

In no event will coverage be extended due to voluntary reasons without prior consent from the **Administrator**. Termination will not negate a claim already pending.

#### **SECTION III - BENEFITS**

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

#### A. TRAVEL INCONVENIENCE PLAN

1. **POST-DEPARTURE TRIP INTERRUPTION BENEFIT** (benefit included for residents of CT IN KS MO MT VA VT and WA only)

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

We will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post- Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per Insured shown in the Schedule, if:

- a. the Insured's arrival on his/her Covered Trip is delayed beyond the Scheduled Date of Departure due to the Insured's, or the Insured's Family Member's or Traveling Companion's or Business Partner's Sickness, or Covered Injury, or death; or
- b. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured**'s **Family Member**, **Traveling Companion or Business Partner**.

We will reimburse the Insured this Post-Departure Trip Interruption Benefit, only if the Sickness, Covered Injury, or death, or Other Covered Event commences while the Insured is on his/her Covered Trip and commences while the Insured's coverage is in effect under this plan. Any Sickness or Covered Injury must: (i) require the examination or treatment by a Physician at the time of an interruption or delay of a Covered Trip; and (ii) in the written opinion of the treating Physician, be so disabling as to delay the Insured's arrival on his/her Covered Trip or to prevent the Insured from continuing his/her Covered Trip; or in the case of the Insured's non-traveling Family Member, be life threatening, or so severe as to require the Insured's care.

We will reimburse the Insured for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per Insured shown in the Schedule, due to the Insured's, or the Insured's Family Member's, Traveling Companion's Sickness or Business Partner, Covered Injury, or death; less any refund paid or payable, for unused land or water travel arrangements (if the Insured delays his/her Covered Trip, interrupts his/her Covered Trip, or interrupts and returns during the original travel dates for the Insured's Covered Trip) or the unused portion of the amount of Payments and Deposits that the Insured paid for his/her Accommodations, plus one of the following:

- (1) the additional transportation expenses by the most direct route from the point where the Insured interrupted his/her Covered Trip to: (i) the next scheduled Destination where the Insured can catch up to his/her Covered Trip; or (ii) to the final Destination of his/her Covered Trip; or
- (2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare (or the equivalent class of the **Insured's** original tickets) by the most direct route less any refund paid or payable for the **Insured's** unused original tickets.

#### **B. ACCIDENT PLAN**

In the event of multiple covered benefits under this Accident Plan section of this plan, **We** will pay one benefit, the benefit that offers the **Insured** the largest benefit.

#### 1. ACCIDENTAL DEATH FOR AIR TRAVEL UPGRADE

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Accidental Death Benefit For Air Travel will take effect on the **Scheduled Date of Departure**.

If an **Insured** suffers a loss of life as a result of a **Covered Injury** while on a **Covered Trip** while a passenger on, boarding or deplaning from an aircraft of a commercial airline or air charter company licensed to carry passengers for hire, **We** will pay the Accidental Death Benefit For Air Travel Maximum Covered Amount per **Insured** shown in the **Schedule**. Death must occur within 365 days of the **Covered Injury**.

#### **SECTION IV – GENERAL DEFINITIONS**

Bold terms within this plan, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

**Accident** or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

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

Administrator means Travelex Insurance Services, Inc.

**Application** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

Assistance Provider means Zurich Travel Assist or the travel assistance provider approved or designated by Us.

Business Partner means a person who: (i) is involved with the Insured or the Insured's Traveling Companion in a business relationship, and (ii) is actively involved in the daily operation of the Insured's or the Insured's Traveling Companion's business.

Caregiver means an individual employed for the purpose of providing assistance with activities of daily living to the **Insured** or to a **Family Member** traveling with the **Insured** who has a physical or mental impairment. The **Caregiver** must be employed directly by the **Insured** or the **Family Member** traveling with the **Insured**. A **Caregiver** is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Common Carrier** means any regularly scheduled land, water, or air conveyance operated under a license for the transportation of passengers for hire not including taxicabs or rented, leased or privately owned motor vehicles.

Complications of Pregnancy means conditions requiring Hospital stays whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity. Complications of Pregnancy also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**Covered Injury** means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

**Covered Loss** means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

# Covered Trip means:

- (i) a period of round-trip travel away from **Home** to a **Destination** at least 100 miles from the **Insured's Primary Residence**; the purpose of the trip is business or pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an **Insured** applies; the trip does not exceed 180 (90 in WA) days, or
- (ii) a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); 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 coverage is elected; and the trip does not exceed 180 (90 in WA) days.

**Deductible** means the amount shown in the **Schedule** for which an **Insured** is responsible, and such amount will be deducted from any payment made by **Us** for a **Covered Loss**. The **Deductible** equals the amount shown in the **Schedule** for each **Insured** for each **Covered Trip**.

Destination means any place where the Insured expects to travel to on his/her Covered Trip.

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the law of the state of residence or who meets the following requirements:

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

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

Family Member means the Insured's or the Insured's Traveling Companion's Spouse, ex-Spouse, Fiancé, Fiancé's child, child, Spouse's child, Caregiver, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, Domestic Partner, foster child, or ward.

**Fiancé** means a person who has documented proof indicating the intent to enter into a legal marriage with the **Insured** at the time of the effective date of the applicable coverage under this **Policy**.

**Financial Insolvency** means total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following 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 travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**Foreign National** means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Home means the Insured's Primary or secondary Residence.

**Hospital** means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;

- operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses

Hospital does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

Hospitalized or Hospitalization means admitted to a Hospital.

**Inaccessible** means an **Insured** cannot reach his/her **Destination** by original mode of transportation.

Injured, Injury or Injuries means a bodily injury or injuries and is not limited to accidental bodily injuries.

**Insured** means any person who is covered under this **Policy**, and who has arranged to take a **Covered Trip**, and who has completed and submitted the **Application** and who has paid the required premium, and who is a citizen or resident of the United States of America.

Key Person means an employed Caregiver of a legal dependent.

Normal Pregnancy means a pregnancy that is not considered a Complication of Pregnancy.

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

Parachuting means an activity involving the breaking of a free fall from an airplane using a parachute.

Payments and Deposits mean the prepaid non-refundable amounts actually paid for the Insured's Covered Trip. The amount includes incurred change fees and administrative fees. Payments and Deposits or portions of Payments and Deposits satisfied by non-paid vouchers, non-paid certificates or discounts are not considered Payments and Deposits under this Policy. Payments for cultural, religious, wedding event planning services are not Payments and Deposits.

Physician means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

**Policy** means this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

**Pre-Existing Condition** means a sickness, disease, or other condition during the 180 day<sup>2</sup> period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

<sup>&</sup>lt;sup>2</sup> ID: 30 days prior to date premium received CT, MN: 90 days prior to date premium received II: 6 months prior to covered loss MT: 6 months prior to enrollment date NH: pre-existing conditions exclusions not applicable NY: For those 65+, if in effect for 6 months, pre-existing lookback period is considered met for Emergency Medical and Dental Benefits.

- a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
- b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that 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 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

Primary Residence means an Insured's fixed, permanent and main home for legal and tax purposes.

**Schedule** means the schedule in SECTION I – SCHEDULE OF BENEFITS.

**Scheduled Date of Departure** means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

**Scheduled Date of Return** means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

**Scheduled Trip Departure City** means the city from which the **Insured** is originally scheduled to depart on the **Covered Trip**.

**Sickness** or **Sick** means a sickness, illness or disease, that impairs the normal functions of the body and that requires examination and treatment by a **Physician**.

Spouse means the Insured's legally married spouse.

**Travel Supplier** means the tour operator, hotel, rental company, cruise line or airline, and similar companies that provides prepaid travel arrangements for the **Insured's Covered Trip**.

**Traveling Companion** means a person accompanying the **Insured** on the **Covered Trip.** A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

Trip Cost means the dollar amount of Covered Trip Payments and Deposits paid by the Insured prior the Schedule Date of Departure and shown on any required Application, that is subject to cancellation penalties or restrictions. Trip Cost also includes the cost of any subsequent arrangement added to the Insured's Covered Trip, after application for coverage under this plan, provided the Insured amends the Application to add such subsequent Payments and Deposits and pays any required additional plan cost prior to the Scheduled Date of Departure.

**Uninhabitable** means not suitable for human occupancy in accordance with local public health or safety guidelines.

**Usual and Customary** means the common charge made by other health care providers in the same locality for the treatment furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **We** or **Our Assistance Provider** will determine the amount based upon:

- a. the complexity involved;
- b. the degree of professional skill required; and
- c. any other pertinent factor.

We or Our Assistance Provider will make the final determination of what is Usual and Customary based on all the circumstances.

We, Us, and Our means Zurich American Insurance Company.

## **SECTION V - GENERAL EXCLUSIONS**

Notwithstanding any other term, condition or provision under this plan, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this plan to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

We will not pay for any loss under this plan, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member**, **Traveling Companion**, **Business Partner** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO). <sup>3</sup>
- b. mental, nervous, or psychological disorders. This exclusion does not apply to the Emergency Medical and Dental Expense Benefit. <sup>4</sup>
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;<sup>5</sup>
- d. Normal Pregnancy including Hospitalization, resulting childbirth, and elective abortion; <sup>6</sup>
- e. participation as a professional in athletics while on a **Covered Trip;**<sup>7</sup>
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;<sup>7</sup>
- g. riding or driving in any motor competition; 7
- h. off-road driving, whether as a driver or as a passenger; <sup>7</sup>
- i. declared or undeclared war, or any act of war;
- j. civil disorder.
- k. service in the armed forces of any country;
- I. nuclear reaction, radiation or radioactive contamination;8
- m. operating or learning to operate any aircraft, as pilot or crew; <sup>7</sup>
- n. mountain climbing, bungee jumping, snow skiing, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports; <sup>7</sup> This exclusion does not apply if the **Insured** has purchased the Adventure Activities Upgrade.
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top- rope anchoring equipment and pick-axes;<sup>7</sup> This exclusion does not apply if the **Insured** has purchased the Adventure Activities Upgrade
- p. participating in underwater activities if the depth of the water exceeds 75 feet or more or scuba diving if the depth of the water exceeds 75 feet or more; <sup>7</sup> This exclusion does not apply if the **Insured** has purchased the Adventure Activities Upgrade
- q. the **Insured's** commission of or attempt to commit a felony;
- r. elective medical or holistic treatment or procedures;
- s. failure of any tour operator, **Common Carrier**, other travel supplier, person or agency to provide the bargained-for prepaid travel arrangements/services;
- t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this plan is not in effect for the **Insured**;
- a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this plan;
- v. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment; or
- w. traveling against the advice or recommendations made by [the United States Centers for Disease Control and Prevention (CDC) or the World Health Organization (WHO) or the United States

<sup>&</sup>lt;sup>3</sup> CT: applicable to Insured only

<sup>&</sup>lt;sup>4</sup> VT, WA: deleted

<sup>&</sup>lt;sup>5</sup> MI, NV, VT, WA: deleted

<sup>&</sup>lt;sup>6</sup> IN, MT, VT, WA: deleted. KS: deleted except for abortion

<sup>&</sup>lt;sup>7</sup> IL: deleted

<sup>&</sup>lt;sup>8</sup> CT, IL, VT, WA: deleted

Department of State;

- x. financial circumstances of the Insured, a Family Member, or a Traveling Companion; or
- y. any government regulation or prohibition.

**We** will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment;
- d. Financial Insolvency of the person, organization or agency that solicited this coverage for the Insured, or Financial Insolvency of the person, organization or agency that helped the Insured book his/her arrangements for travel with a third party, or Financial Insolvency for which a petition for bankruptcy was filed by a travel supplier, before the on date stipulated in SECTION II EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. There is no coverage for Financial Insolvency due to fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusion applies to the Accidental Death Benefit for Air Travel Benefit:

a. We will not pay for loss caused by or resulting from sickness of any kind.

The following additional exclusion applies to the Post-Departure Trip Interruption Benefit:

a. **We** will not pay for any loss under this **Policy**, caused by, or resulting from being unable to assume the scheduled tenancy in a booked **Accommodation** due to the **Accommodation** being made **Uninhabitable or Inaccessible** other than mandatory evacuation orders or public official evacuation advisements.

#### **SECTION VI - GENERAL LIMITATIONS**

LIMITATION ON MULTIPLE COVERED POLICIES: If an **Insured** can recover benefits under more than one travel or accident policy written by **Us**, **We** will pay under only one policy, the plan policy that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

#### **SECTION VII - PREMIUMS**

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

## **SECTION VIII - HOW TO FILE A CLAIM**

A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this plan's policy number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-800-501-4781 or <a href="mailto:support@zurichtravelclaims.com">support@zurichtravelclaims.com</a>. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Zurich Travel Claims Administrator P.O. Box 1019 Youngwood, PA 15697 Telephone: 1-800-501-4781

- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.
- D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III Benefits.

#### **SECTION IX - PAYMENT OF CLAIMS**

A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this plan provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

#### B. WHO **WE** WILL PAY:

- 1. LOSS OF LIFE OF AN INSURED: Covered Losses resulting from the Insured's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to the Insured's estate. If any Insured is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the Insured.
- 2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
- 3. If a Foreign National is entitled to benefits for a Covered Loss and We are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such Foreign National is located, We will either: (i) pay the benefits to a bank account owned by the Foreign National in the United States of America; or (ii) if no such bank account is established or maintained, We will pay the benefits to this Insured on behalf of the Foreign National.
  - It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. This **Insured** will not be considered the beneficiary under this plan's policy if payment is made to the **Insured** in accordance with this provision.
- 4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

#### **SECTION X - GENERAL CONDITIONS**

A. BENEFICIARIES: The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this plan's policy other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this plan's policy. In such case, the person to whom he or she has assigned the interest in this plan's policy may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.

- B. CHANGE OR WAIVER: A change or waiver of any term or condition of this plan's policy must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive this plan's policy provisions, terms or conditions. A failure to exercise any of **Our** rights under this plan's policy will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. CONFORMITY WITH STATUTE: Terms of this plan's policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. ENTIRE CONTRACT: This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. SUIT AGAINST US: No action on this plan's policy may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. ARBITRATION: Any contest to a claim denial under this plan will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the Insured. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the Insured is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if this plan is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the Insured.
- J. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this plan shall be such as the premium paid would have purchased at the correct age.
- K. SUBROGATION: We have the right to recover from any third party all payments that We have made to the Insured or on behalf of the Insured's Spouse or Domestic Partner, child, heirs, guardians or executors or will be obligated to pay in the future to the Insured, from any third party. If the Insured recovers from any third party, We will be reimbursed first from such recovery to the extent of Our payments to or on behalf of the Insured. The Insured agrees to assist Us in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by Us. If We seek to recover any amount paid by Us, We are entitled to recovery of those amounts before the Insured is entitled to share in any amount so recovered by Us.
- L. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this plan are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this plan is stated in a currency other than United States dollars, payment under this plan shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- M. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this plan, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

#### TRAVEL ASSISTANCE SERVICES (Provided by Zurich Travel Assist)

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll-free number.

Within USA & Canada: 800.555.0870 Outside USA & Canada: 416.977.1803

Your Plan Number: FIZ-1224

Zurich Travel Assist offers assistance through an extensive network of worldwide partners. Expenses for good and services are the traveler's responsibility unless covered by the plan.

#### TRAVEL MEDICAL ASSISTANCE SERVICES

- Emergency medical transportation assistance
- Physician/hospital/dental/vision referrals
- Assistance with repatriation of mortal remains
- Return travel arrangements
- Emergency prescription replacement assistance
- Dispatch of doctor or specialist
- Medical evacuation quote
- Inpatient and outpatient medical case management
- Qualified liaison for relaying medical information to family members
- Arrangements for visitor to bedside of hospitalized Insured
- Eyeglasses and corrective-lens replacement assistance
- Medical payment arrangements
- Medical cost-containment/expense recovery and overseas investigation
- Medical-bill audits
- Coordinate shipment of medical records
- Assistance with medical-equipment rental replacement

While the assistance company strives to provide help and advice for unfortunate situations encountered by travelers, immediate resolution may not be possible due to the availability and circumstances beyond their control. The assistance company will make every reasonable effort to refer you to an appropriate medical and legal provider. Neither the Company, assistance company nor Travelex Insurance Services may be held responsible for the availability, quality, quantity or results of any service you may receive or your failure to obtain or receive service.