



ACE American Insurance Company
(A Stock Company)
Philadelphia, PA 19106

Individual Travel Insurance Policy

This is a legal contract between ACE American Insurance Company and the Insured. This Policy is made up of the Schedule, Benefit Schedule, Application and any attached riders or endorsements. It is issued in consideration of the required premium payment. We will pay benefits according to the terms and conditions of coverage described in this Policy.

THIS POLICY PROVIDES LIMITED BENEFITS FOR TRAVEL RELATED INSURANCE ONLY. THERE IS NO COVERAGE FOR SICKNESS EXCEPT AS SPECIFIED. PLEASE READ THIS POLICY CAREFULLY.

NOTICE: This policy contains disability insurance benefits or health insurance benefits, or both, that only apply during the covered trip. You may have coverage from other sources that already provides you with these benefits. You should review your existing policies. If you have any questions about your current coverage, call your insurer or health plan.

THIS IS A NON-RENEWABLE POLICY.

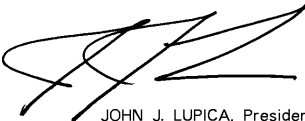
This Policy is issued for a single term as stated in the Schedule.

SATISFACTION GUARANTEE

The Insured has the right to return this Policy to Us within 10 days of the purchase and We will give the Insured a full refund provided he or she has not already departed on his or her Trip or filed a claim.

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

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary

CONSUMER AFFAIRS NOTIFICATION

If you do not agree with the payment or denial of a claim, you and your agent or other representative, if any, have the right to appeal the claim decision. If the policy was issued or delivered by an agent or broker, we urge you to contact your agent or broker for assistance first. When appealing a claim, you should state all of the facts as to why you believe the claim should be reconsidered and provide any additional supporting documentation.

You may contact ACE American Insurance Company at:

**ACE American Insurance Company
ACE USA Customer Service Department
P.O. Box 1000
Philadelphia, Pennsylvania 19105-1000
1-800-352-4462**

When the appeal is received, it will be reviewed based on the appeal letter, supporting documentation and original claim file. A formal written communication, in accordance with the following information, will be sent to you regarding the appeal decision.

If you require assistance in resolving any problems, you have the right to contact the California Department of Insurance and obtain assistance from the Consumer Communications Bureau. The California Department of Insurance should be contacted only after discussion with the Company or your agent or other representative, or both, have failed to produce a satisfactory resolution to the problem.

You may contact the California Department of Insurance at:

**California Department of Insurance
Consumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013**

**Consumer Hotline
1-800-927-Help (4357) or
1-213-897-8921**

**TDD Number
1- 800-482-4TDD (4833)**

**Hotline hours are from
8:00 a.m. - 5:00 p.m.
Monday through Friday
(Except Holidays)**

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DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Benefit Schedule*.

“Aircraft” means any air conveyance which: a) is organized and licensed for the transportation of passengers for hire; b) is piloted by a person who has a valid and current certificate of competency or a rating which authorizes him or her to pilot the Aircraft; and c) is not operated by the militia or armed forces of any state, national government or international authority.

“Business Partner” means a person who shares: a) in a legal business relationship created by voluntary association as a co-owner with the Insured; and b) in the management of the Insured’s business.

“Common Carrier” means a vehicle or service licensed to carry passengers for hire on a regularly scheduled basis.

“Complication of Pregnancy” means a condition requiring Hospital confinement, whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as: a) acute nephritis or nephrosis; b) cardiac decompensation; c) missed abortion; and d) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include: a) non-elective cesarean section; b) termination of ectopic pregnancy; and c) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible. However, the term Complication of Pregnancy will not include: a) false labor, occasional spotting, or morning sickness; b) Doctor prescribed rest; c) hyper emesis gravid arum; d) pre-eclampsia; or any similar condition associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy.

“Country of Residence” means the country where a Covered Person has his or her true, fixed and primary permanent residence, and to which he or she has the intention of returning.

“Covered Accident” means an accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy for which benefits are payable.

“Covered Person” means any eligible person, including Dependents if eligible for coverage under the Policy, who applies for coverage and for whom the required Premium is paid.

“Covered Trip” means a) A period of round-trip travel away from Home to a Destination outside of the Covered Person’s city of residence; 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 the Covered Person applies; the Trip does not exceed 365 days; and the Covered Person’s Destination is not to another Home; travel is primarily by Common Carrier and only incidental by private conveyance; or b) 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 the Covered Person applies; travel is primarily by Common Carrier and only incidentally by private conveyance; and the Trip does not exceed 365 days in length.

In this Policy, Covered Trip is also referred to as "Trip".

"Deductible" means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Covered Person per Injury, Covered Accident, or on a Policy Term basis before Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

If Dependent coverage is selected, "Dependent" means an Insured's lawful Spouse or Domestic Partner; or an Insured's unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured's natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

"Destination" means the place where the Covered Person expects to travel on his or her Trip.

"Doctor" means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person's Immediate Family or household.

"Domestic Partner" means a person of the same or opposite sex of the Insured who:

1. shares the Insured's primary residence;
2. has resided with the Insured for at least 12 months prior to the date of enrollment and is expected to reside with the Insured indefinitely;
3. is financially interdependent with the Insured in each of the following ways;
 - a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
 - b. by owning or leasing their permanent residence as joint tenants;
 - c. by naming, or being named by the other as a beneficiary of life insurance or under a will;
 - d. by each agreeing in writing to assume financial responsibility for the welfare of the other.
4. has signed a Domestic Partner declaration with the Insured, if recognized by the laws of the state in which they reside;
5. has not signed a Domestic Partner declaration with any other person within the last 12 months.
6. Is older than 18 years of age;
7. Is not currently married to another person;
8. Is not in a position as a blood relative that would prohibit marriage.

"Elective Treatment" 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.

"Family Member" means a) the Insured's Traveling Companion(s); and b) the Insured's or Traveling Companion's: 1) Spouse or Domestic Partner; 2) child; 3) parent; 4) sibling; 5) grandparent or child; 6) step-parent, child or sibling; 7) son- or daughter-in-law; 8) parents-in-law; 9) brother- or sister-in-law; 10) aunt; 11) uncle; 12) niece or nephew; 13) legal guardian; 14) legal ward.

Family Member also means the Insured's Business Partner. Business Partner means someone who is a majority stockholder, managing officer, or majority owner of the company. They all must reside in the U.S. or Canada at the time of purchase of the Policy.

"Home" means the Covered Person's principle or secondary place of residence.

"Hospital" means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

"Hospital Confined" means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

"Immediate Family" means a Covered Person's parent, grandparent, Spouse or Domestic Partner, child, brother, sister or in-laws.

"Injury" means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All Injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

"Insured" means the person named on the individual Application for whom the required Premium is paid making insurance in effect for that person.

"Medical Emergency" means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

"Medical Expenses" means Usual and Customary costs of treatment for Injury or Sickness which are provided by a Doctor, dentist, or professional nurse on an emergency or urgent basis which are actually incurred by the Covered Person.

"Medically Necessary" means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the

condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

“On” when used with reference to any Common Carrier, means in or on, boarding or alighting from the conveyance.

“Pre-existing Condition” means – an illness, disease or other condition of the Covered Person, that in the 12-month period before the Covered Person's coverage became effective under this Policy:

1. first manifested itself, worsened, became acute or exhibited symptoms that would have caused an ordinarily prudent person to seek diagnosis, care or treatment; or
2. required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
3. was treated by a Doctor or treatment had been recommended by a Doctor.

“Premium” means a scheduled per person payment for insurance coverage separate from Trip costs.

“Return Destination” means the place to which the Covered Person expects to return from his or her Trip, as shown on the Individual Application.

“Scheduled Departure Date” means the date on which the Covered Person is scheduled to leave on his or her Covered Trip. This date is shown on the Covered Person's *Benefit Schedule*.

“Scheduled Return Date” means the date on which the Covered Person is scheduled to return from his or her Covered Trip.

“Sickness” means an illness, disease or condition of the Covered Person that requires treatment by a Doctor. Sickness includes Complications of Pregnancy.

“Spouse” means a person to whom the Covered Person is married, or with whom the Covered Person lives in a spousal relationship

“Tour” means Trip Arrangements and shall include flight connections to join and depart such Trip Arrangements provided such flights are scheduled to commence within 1 day of the Trip Arrangements.

“Transportation” means any land, water, or air conveyance required to transport the Covered Person during an Emergency Evacuation. Special Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

“Travel Agent” means the Travel Agent, Tour operator, or other entity from which the Covered Person purchases his or her coverage or travel arrangements, and includes all officers, employees, and affiliates of the Travel Agent or Tour operator.

“Traveling Companion” means a person who accompanies the Insured on the entire Trip and is named on the Insured's Application for coverage and who shares accommodations with the Insured for the entire Trip.

“Traveling Family Members” means the Insured, his or her Spouse or Domestic Partner and Dependent children and those of his or her Spouse or Domestic Partner under 25 years of age who are traveling with the Insured.

“Trip” means a Trip or Tour arranged by a Travel Agent or Tour operator. It includes direct flight connections to join and depart the arranged Trip, provided such flights are scheduled to commence during the Covered Person's Term of Coverage.

“Usual and Customary Charge” means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

“We”, “Our”, “Us” means the insurance company underwriting this insurance or its authorized agent.

EFFECTIVE DATE OF INSURANCE

After the applicant pays the Premium and submits the completed Application to Us, the Trip Cancellation Benefit will be effective:

1. at 12:01 a.m. on the day after the Application is postmarked to Us if coverage is purchased by mail; or
2. at 12:01 a.m. on the day after the Application is phoned to Us if coverage is purchased by phone; or
3. at 12:01 a.m. on the day after the Application is faxed to Us if coverage is purchased by facsimile; or
4. at 12:01 a.m. on the day after the online purchase confirmation date; or
5. on the day after the Application is completed online.

All other coverages will begin on the latest of:

1. the Effective Date shown in the *Benefit Schedule*; or
2. the date and time the Covered Person starts his or her Trip; or
3. the scheduled Trip Departure Date; or
4. the date We received the completed Application and the required premium payment.

TERMINATION DATE OF INSURANCE

Insurance will end on the earliest of:

1. the Termination Date shown in the *Benefit Schedule*; or
2. the date the period ends for which premium is paid; or
3. the date the Trip is completed; or
4. the Covered Person's arrival at the Return Destination on a round Trip or the Destination on a one-way Trip; or
5. cancellation of the Trip covered by the Policy.

Termination of this Policy will not affect a claim for loss which occurs while this Policy is in effect.

GENERAL EXCLUSIONS

In addition to any exclusion which apply to a particular benefit (called "Additional Exclusions"), the Policy does not cover loss due to:

1. intentionally self-inflicted Injury, suicide, or attempted suicide, while sane or insane.
2. Sickness or disease except as provided for in the Policy.
3. pregnancy or childbirth, or elective abortion, other than Complications of Pregnancy.
- [4. hernia, unless resulting from a Covered Accident.]
5. participation in professional athletic events, semi-professional, organized or interscholastic team sports, motor sport or motor racing including training or practice for the same.
6. all extreme high risk sports including: mountain climbing, skydiving, scuba, deep sea diving, hang gliding, parachuting, snow skiing, or contests of speed on or after the Scheduled Departure Date.
7. war or any act of war, whether declared or not, civil disturbance or insurrection.
8. Injury sustained while in the armed forces of any country or international authority.
9. operating, or learning to operate, any Aircraft, as a student, pilot or crew.
10. Injury sustained while riding as a pilot, crew member or student pilot on any Aircraft or device for aerial navigation.
11. air travel on any air-supported device, other than a regularly scheduled airline or air charter company.
- [12. loss or damage caused by detention, confiscation or destruction by customs.]
13. any unlawful acts, committed by the Covered Person or a Traveling Companion, whether insured or not.
14. Injury sustained while committing or attempting to commit a felony or misdemeanor.
15. Injury or Sickness covered by Worker's Compensation or similar law, or any welfare plan operated by city, state or national government.
16. nuclear reaction, radiation, or radioactive contamination.
17. civil disorder or riot (does not apply to Travel Delay coverage, if included).
- [18. Terrorism.]
19. mental, psychological or nervous disorders including anxiety, depression, neurosis or psychosis.
- [20. the Trip Departure Date and Trip Completion date not reflecting the Covered Person's intent to start and end his or her Trip on those dates.]
- [21. the Covered Person's tickets not containing specific travel dates (open tickets).]
22. more than one benefit applying to any loss; in this case, only the amount of the largest applicable benefit will be paid.
23. any expenses which exceed the Maximum Limit shown in the *Benefit Schedule*.
- [24. alcohol or substance abuse.]
25. elective or cosmetic surgery except for necessary treatment due to covered Injury.
26. routine dental care; dental treatment except as a result of Injury to sound natural teeth.
27. dentures, false teeth or dental treatment, except as a result of a covered Injury to sound, natural teeth or non-elective emergency dental surgery.
- [28. replacement of eyeglasses or contact lenses, or eye examinations for the correction of vision or fitting of glasses unless a covered Injury has caused

- impairment of sight.]
- [29. replacement of hearing aids unless a covered Injury has caused impairment of hearing.]
30. traveling expressly for the purpose of obtaining medical treatment.
- [31. venereal disease or syphilis.]
- [32. any non-emergency treatment or surgery.]
- [33. participation in organized athletic activities.]
34. military duty or service; while serving as a member of the naval, air or Armed Services of any country.
35. the Covered Person driving under the influence of alcohol.
36. Elective Treatment, or medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment.
- [37. Pre-existing Conditions (NOTE: This limitation does not apply if the Pre-existing Medical Condition Exclusion Waiver applies).]
- [38. curtailment or delayed return for other than covered reasons.]
39. a Sickness, disease or other condition, event or circumstance which occurs at a time when this Policy is not in effect. This exclusion applies to the Insured, a Family Member, or Traveling Companion.
- [40. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.]
41. piloting or serving as a crewmember or riding in any Aircraft, except as a fare-paying passenger on a regularly scheduled or charter airline.
42. commission of, or attempt to commit, a felony, an assault or other criminal activity.
43. commission of or active participation in a riot, insurrection or Terrorist Acts.
- [44. bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding.]
- [45. flight in, boarding or alighting from an Aircraft [*Optional, e.g.: or any craft designed to fly above the Earth's surface*], except as:
- [a. a fare-paying passenger on a regularly scheduled commercial or charter airline];
 - [b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight];
 - [c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent].]
- or*
- [46. flight in, boarding or alighting from an Aircraft [*Optional, e.g.: or any craft designed to fly above the Earth's surface*]:
- [a. except as a fare-paying passenger on a regularly scheduled commercial airline];
 - [b. being flown by the Covered Person or in which the Covered Person is a member of the crew];
 - [c. being used for:
 - [i. {*Variable, e.g.: crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying*}}];
 - or*
 - [ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);]
 - [d. designed for flight above or beyond the earth's atmosphere];

- [e. which is an ultra-light or glider;]
- [f. being used for the purpose of parachuting or skydiving;]
- [g. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent.]]
- [47. travel in or on any [on-road] [and] [off-road] motorized vehicle not requiring licensing as a motor vehicle.]
- 48. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license.
- [49. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice.]
- [50. travel or activity outside the United States, Canada or Mexico.]
- [51. travel in any Aircraft owned, leased or controlled by the Covered Person, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Covered Person if the Aircraft may be used as the Covered Person wishes for more than 10 straight days, or more than 15 days in any year.]
- 52. Injury or loss or Sickness that occurs while the Covered Person is legally intoxicated (as determined by that state's law) or while under the influence of any drug unless administered under the advice and consent of a Doctor.
- 53. an accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any Premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- [54. practice [or play] in any sports activity{, including travel to and from the activity and practice}.]
- [55. an accident that results in a cardiovascular accident or stroke caused solely and exclusively by exertion, as verified by a Doctor.]
- [56. an Injury that results in aggravation of an Injury the Covered Person suffered before participating in the Trip, unless We receive a written medical release from the Covered Person's Doctor.]

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

[In addition to the exclusions above, We will not pay Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

- [1. Pre-existing Conditions.]
- 2. treatment by any Immediate Family or member of the Covered Person's household.
- [3. treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, hernia, detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy), whether or not caused by a Covered Accident.]
- [4. pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.]
- [5. mental and nervous disorders (except as provided in the Policy).]
- [6. damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the Policy).]
- 7. expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain.

8. Injury covered by Workers' Compensation, Employer's Liability Laws or similar occupational benefits or while engaging in activity for monetary gain from sources.
9. Injury or loss contributed to by the use of drugs unless administered by a Doctor.
10. Injury or death to which a contributing cause is the Covered Person's commission of, or attempt to commit, a felony, an assault or other criminal activity.
- [11. Injury or death caused while riding in or on, entering into or alighting from, or being struck by a 2- or 3-wheeled motor vehicle or a motor vehicle not designed primarily for use on public streets and highways.]
- [12. participation in or practice for interscholastic tackle football (unless specifically covered under the Policy); intercollegiate sports; semi-professional sports; professional sports.]
- [13. blood, blood plasma[,] [or blood storage,] except expenses by a Hospital for the processing or administration of blood.]
14. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
15. any Elective Treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by Us to be experimental and (b) are not recognized and generally accepted medical practices in the United States.
- [16. eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of [existing] artificial limbs, orthopedic braces, or orthotic devices].]
- [17. orthopedic appliances used mainly to protect an Injury so that the Covered Person's can take part in {interscholastic, intercollegiate and club sports}.]
18. expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited).
- [19. treatment of Injuries that result over a period of time (such as blisters, tennis elbow, etc.)]
- [20. treatment or service provided by a private duty nurse.]
- [21. replacement of {artificial limbs, eyes and larynx}.]
22. Covered Medical Expenses for which the Covered Person would not be responsible for in the absence of this Policy.
- [23. conditions that are not caused by a Covered Accident.]
- [24. participation in any activity or hazard not specifically covered by the Policy.]
- [25. any treatment, service or supply not specifically covered by the Policy.]

Limitation: We will not pay benefits under this Policy if the Trip Departure Date and Trip Completion Date shown on the Covered Person's Application do not reflect the Covered Person's intent to start and end his/her Trip on those dates or if the Covered Person's tickets do not contain specific travel dates (open tickets).

Pre-existing Medical Condition Exclusion Applicable To All Coverages

The Policy will not pay for loss or expense incurred as the result of Injury or Sickness of the Covered Person or Family Member which manifests itself during the 90 days immediately preceding and including the Effective Date, unless the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout the 90 day period. A Sickness has manifested itself when: (a) medical care or treatment has been given; or (b) there exist symptoms which would cause a reasonably prudent person to seek diagnosis, care, or treatment.

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, will proof of loss be accepted if it is sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary. If no beneficiary is on record with Us or Our authorized agent, payment will be made to the first surviving class of the following to the Insured's:

1. Spouse or Domestic Partner;
2. children, in equal shares (If a child is a minor, benefits will be paid to the legal guardian);
3. mother or father;
4. estate.

All other benefits due and not assigned will be paid to the Insured, if living.

Otherwise, benefits may, at our option, be paid:

1. according to the beneficiary designation; or
2. to the Insured's estate.

If a benefit due is payable to:

1. the Insured's estate; or
2. the Insured or a beneficiary who is either a minor or is not competent to give a valid release for the payment,

We may pay any amount due to some other person. The other person will be one who we believe is entitled to the payment and who is related to the Insured or the beneficiary

by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith.

We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured requests otherwise in writing. The Insured must make the request no later than the time he or she files a written proof of loss.

All benefit payments under this Policy will be made in the United States of America in the currency of the United States of America.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

Assignment: At the Insured's request, medical benefits may be paid to the provider of service. Any payment made in good faith will end Our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of the Covered Person's death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

Recovery of Overpayment: If benefits are overpaid or paid in error, We have the right to recover the amount overpaid or paid in error, by any or all of the following methods:

1. a request for lump sum payment of the amount overpaid or paid in error;
2. reduction of any proceeds payable under the Policy by the amount overpaid or paid in error;
3. taking any other action available to Us.

Subrogation: We may recover any benefits paid under the Policy to the extent the Covered Person is paid for the same Injury or Sickness by a third party, another insurer, or the Covered Person's uninsured motorists insurance. We may only be reimbursed to the amount of the Covered Person's recovery. Further, We have the right to offset future benefits payable to the Covered Person under the Policy against such recovery.

We may file a lien in the Covered Person's action against the third party and have a lien on any recovery that the Covered Person receives whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. We shall have a right to recovery of the full amount of benefits paid under the Policy for the Injury or Sickness, and that amount shall be deducted first from any recovery made by the Covered Person. We will not be responsible for the Covered Person's attorney's fees or other costs.

Upon request, the Covered Person must complete the required forms and return them to Us or Our authorized agent. The Covered Person must cooperate fully with Us or Our representative in asserting his or her right to recover. The Covered Person will be personally liable for reimbursement to Us to the extent of any recovery obtained by the Covered Person from any third party. If it is necessary for Us to institute legal action against the Covered Person for failure to repay Us, the Covered Person will be personally liable for all costs of collection, including reasonable attorneys' fees.

PREMIUM PROVISIONS

Payment of Premium: The premium must be paid in full before coverage will start. The premium amount due is shown on the *Benefit Schedule*. If the required premium is not paid, the Policy will not take effect.

Unpaid Premium: Upon the payment of a claim under this Policy, any Premium due and unpaid will be deducted from such benefit payment.

Non-Waiver Of Premium: Any Premium due under this Policy shall not be waived due to the payment of benefits or making of a claim under this Policy.

GENERAL PROVISIONS

Entire Contract; Changes: This Policy, including the application and any riders or endorsements, is the entire contract. Only Our authorized officer can authorize a change or waive any provisions in this Policy. To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). The approval must be noted on or attached to this Policy. No agent has the authority to change or to waive any part of this Policy.

Fraudulent Claims: The making by the Covered Person of any fraudulent claims shall render this Policy null and void from the Effective Date and all claims under this Policy shall be forfeited.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under this Policy terms.

Conformity With State Laws: On the Effective Date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.