



® Club Med Ψ



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## BASIC TRAVEL INSURANCE PLAN USA

Trip Cancellation and Trip Interruption Coverages  
Lost, Damaged or Delayed Baggage Coverages  
Medical Expense Benefits Coverage  
Accidental Death & Dismemberment Coverage  
Travel Emergency Assistance Services

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Limited Coverage Please Read Carefully -  
Exclusions apply

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**Effective October 1, 2012**

Applicable only to G.M.s booking in the United States. This coverage supercedes any previously existing coverage and is subject to change without notice.

**PLEASE READ THIS DOCUMENT CAREFULLY AND  
CARRY IT WITH YOU ON YOUR TRIP.**



**Club Med**

# PART 1

## BASIC TRAVEL INSURANCE PLAN

### DESCRIPTION OF COVERAGE

Club Med Basic  
G-10CM

UNDERWRITTEN BY GENERALI US BRANCH, A  
Stock Company

Master Policy Number: TMP100010

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

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

Notice to residents of AK, GA, SD, OH, LA, CO, MN, WA, WY, IN, NY, KS, OR, TN. This document is for informational purposes only. To obtain your state specific insurance policy please call (877) 519-3007 or visit <http://www.csatravelprotection.com/certpolicy.do>.

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

**(877) 519-3007**

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

**(800) 318-0179**

The coverage applies to the Trip arrangements booked through the company from which you purchased the coverage.

T001DOC01NW (05/11)

## **SCHEDULE OF COVERAGE**

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| <b>Coverage</b>   | <b>Maximum Limit Per Person</b> |
|---|---------------------------------|
| <b>Trip Cancellation</b>                                    | Up to \$1,000                   |
| <b>Trip Interruption</b>                                    | Up to \$1,000                   |
| <b>Baggage</b>  | \$1,500                         |
| <b>Baggage Delay</b>  | \$100 Village Boutique Voucher  |
| <b>Accidental Death and Dismemberment - Travel Accident</b> | \$15,000                        |
| <b>Medical and Dental</b>                                   | \$5,000                         |

## **DEFINITIONS**

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

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

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

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

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

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

**BAGGAGE** means luggage, personal possessions and travel documents taken by you on your Trip.

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

**COMMON CARRIER** means any land, water or air conveyance, with scheduled and published departure

and arrival times, operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

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

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

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

**FAMILY MEMBER** means

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

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the jurisdiction of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Trip, provided the Financial Insolvency occurs more than 14 days following your effective date for the Trip Cancellation Benefits.

There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

HOME means your primary or secondary residence.

HOSPITAL means an institution that meets all of the following requirements: (1) it must be operated according to law; (2) it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis; (3) it must provide diagnostic and surgical facilities supervised by Physicians; (4) registered nurses must be on 24-hour call or duty; and (5) the care must be given either on the hospital's premises or in facilities available to the hospital on a prearranged basis. A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

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

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

INSURED means the person named on the application form, for whom the required premium payment is received and a Trip is scheduled.

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

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

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

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

value of each service rendered will be considered a covered expense.

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

**PAYMENTS** means the cash, check, credit card amounts paid for your Trip, including but not limited to reservation costs, timeshare exchange fees, ownership dues (not including the cost of your vacation ownership) and maintenance fees. Payments also include the units of currency purchased from a travel or vacation club to be used as valuation in payment for arrangements and to access travel arrangements (including but not limited to points, credits or other values). Such currency units must be used in accordance with travel or vacation club rules and must be for travel under a membership or for a deeded real estate product. In the case of currency units, we reserve the right to replace, restore or replenish your currency units in lieu of reimbursement.

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

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

**PRE-EXISTING CONDITION** means a Sickness or Injury during the 90-day period immediately prior to your effective date for which you or your Traveling Companion: (1) received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or (2) took or received a prescription for drugs or medicine. Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 90-day period before coverage is effective under this Policy.

**PROGRAM ADMINISTRATOR** means CSA Travel Protection

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

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

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

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

**SERVICE ANIMAL** means any guide dog, signal dog, or other animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, providing animal protection or rescue work, pulling a wheelchair, or fetching dropped items.

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

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

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

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

**TRIP** means:

A period of round-trip travel at least 50 miles away from Home to your designated vacation destination associated with the purchase of this insurance, excluding regular commuting and local travel; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined departure and return dates specified when you purchase the coverage; the Trip does not exceed 31 days in length.

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

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



## **GENERAL EXCLUSIONS**

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1. We will not pay for any loss under this Policy, caused by, or resulting from:
  - a. your or your Traveling Companion's suicide, attempted suicide, or intentionally self-inflicted injury;
  - b. mental, nervous, or psychological disorders of you or your Traveling Companion;
  - c. you or your Traveling Companion being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - d. normal pregnancy or resulting childbirth, elective abortion or fertility treatment of the you or your Traveling Companion;
  - e. your or your Traveling Companion's participation as a professional in athletics;
  - f. you or your Traveling Companion riding or driving in any motor competition;
  - g. you or your Traveling Companion operating or learning to operate any aircraft, as pilot or crew;
  - h. you or your Traveling Companion, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing, caving, boxing, or full contact martial arts;
  - i. your or your Traveling Companion's Elective Treatment and Procedures;
  - j. your or your Traveling Companion's medical treatment during or arising from a Trip undertaken for the purpose or intent of securing medical treatment;
  - k. declared or undeclared war, or any act of war;
  - l. nuclear reaction, radiation or radioactive contamination;
  - m. any unlawful acts, committed by you or your Traveling Companion;
  - n. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
  - o. a loss or damage caused by detention, confiscation or destruction by customs or any governmental authority, regulation or prohibition;
  - p. travel restrictions imposed for a certain area by governmental authority;
  - q. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier, before your effective date for the Trip Cancellation Benefits, or Financial Insolvency which occurs within 14 days following

- your effective date for the Trip Cancellation Benefits;
- r. Pandemic and/or Epidemic;
  - s. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when coverage is not in effect for you;
  - t. any issue or event that could have been reasonably foreseen or expected when you purchased the coverage.

**The following exclusion applies to the Medical and Dental Coverage:**

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

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

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

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

- a. civil disorder

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

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

**CLAIMS PROVISIONS**

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Notice of Claim

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

Proof of Loss

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

## Your Duty to Cooperate

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

## Physical Examination and Autopsy

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

## Legal Actions

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

## Payment of Claims

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

## TRAVEL INSURANCE IS UNDERWRITTEN BY

Generali US Branch

Policy Form series T001

### WHERE TO PRESENT A CLAIM

All claims should be presented to the Program Administrator:

CSA Travel Protection

P. O. Box 939057

San Diego, CA 92193-9057

(800) 541-3522 (Toll-Free)

## Our Right to Recover and Subrogate from Others

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

## **GENERAL PROVISIONS**

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### **CANCELLATION BY US**

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

### **CONCEALMENT OR FRAUD**

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

### **DUPLICATION OF COVERAGE**

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

### **ENTIRE CONTRACT: CHANGES**

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

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

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

## **ELIGIBILITY AND EFFECTIVE DATES**

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### **Who is Eligible for Coverage**

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

### **When Coverage Begins**

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

1. the date the premium payment has been received by us; or
2. the date and time you start your Trip; or

3. 12:01 A.M. local time at your location on the Scheduled Departure Date of your Trip.

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

#### When Coverage Ends

Your coverage automatically ends on the earlier of:

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

#### Extension of Coverage

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

No coverage is in effect for any Trip that is made by mass transit, taxi, limousine service, personal automobile, bus, commuter rail or airline service including inter-urban rail service, unless the Trip is scheduled to take you at least 50 miles from your primary residence.

T001TC01.01DOC (05/11)

### **ACCIDENTAL DEATH AND DISMEMBERMENT – TRAVEL ACCIDENT**

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

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

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

#### Exclusions

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

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

T001BR02.01NW (05/11)

## **BAGGAGE COVERAGE**

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

### Valuation and Payment of Loss

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

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

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

### Continuation of Coverage

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

### Items Not Covered

We will not pay for damage to or loss of:

1. animals; or
2. Business Equipment, household furniture, musical instruments, brittle or fragile articles; or
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or

5. documents or tickets (except for administrative fees required to reissue tickets, as noted above); or
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. consumables, perfumes, cosmetics and perishables; or
9. items seized by any government, government official or customs official; or
10. illegal drugs and contraband.

#### Losses Not Covered

We will not pay for loss arising from:

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

#### Your Duties in the Event of a Loss

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

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

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### **BAGGAGE DELAY COVERAGE**

We will reimburse you, up to the amount shown in the Schedule, for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 12 hours or more during your Trip. We will reimburse you up to the amount shown in the Schedule for expenses incurred during your Trip to locate/track your delayed Baggage, and to retrieve your delayed Baggage or to have your delayed Baggage delivered to you. We will also reimburse you for the cost to launder your clothing during the time your Baggage is delayed.

## Limitations

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

T001BR04.01NW (05/11)

## **MEDICAL AND DENTAL COVERAGE**

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

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

Covered Expenses:

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

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

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

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



## Coordination of Benefits

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

## Coordination of Benefits

### **1. Applicability**

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

### **2. Definitions**

- a. "Policy" is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
  - i. Policy will include:
    1. group insurance and group subscriber contracts;
    2. uninsured arrangements of group or group type coverage;
    3. group or group type coverage through HMOs and other prepayment, group practice and individual practice policies;
    4. group type contracts. Group type contracts are contracts which are not available to the general public and can be obtained and maintained only because of membership in or connection with a particular organization or group. Individually underwritten and issued guaranteed renewable policies would not be considered group type even though purchased through payroll deductions at the premium savings to the Insured since the Insured would have the right to maintain or renew the Policy independently of continued employment with the Policyholder;
    5. the medical benefits coverage in group automobile no-fault contracts, and in

traditional automobile fault type contracts to the extent that such contracts are Primary Policies; and

6. Medicare or other governmental benefits, except as provided in subsection (ii)(7) below. That part of the definition of Policy may be limited to the hospital, medical and surgical benefits of the governmental program.
- iii. Policy will not include:
1. individual or family insurance contracts;
  2. individual or family subscriber contracts;
  3. individual or family coverage through Health Maintenance Organizations (HMOs);
  4. individual or family coverage under other prepayment, group practice and individual practice policies;
  5. group or group type hospital indemnity benefits of \$100.00 per day or less;
  6. school Accident type coverages; these contracts cover grammar, high school and college student for Accidents only, including athletic injuries, either on a 24 hour basis or on a to and from school basis; and
  7. state policy under Medicaid, and will not include a law or policy when, by law, its benefits are in excess of those of any private insurance policy or other non-government policy.

Each contract or other arrangement for coverage under (1) or (1) is a separate policy. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate policy.

- b. "This Policy" is this Policy.
- c. "Primary Policy/Secondary Policy" – The order of benefit determination rules state whether This Policy is a Primary Policy or a Secondary Policy as to another policy covering the person. When This Policy is a Primary Policy, its benefits are determined before those of the other policy and without considering the other policy's benefits. When This Policy is a Secondary Policy, its benefits are determined after those of the other policy and may be reduced because of the other policy's benefit. When there are more than two policies covering the person, This Policy may be a Primary Policy as to one or more other policies, and may be a Secondary Policy as to a different policy or policies.
- d. "Allowable Expense" means a necessary, reasonable and customary item of expense for health care; when the item of expense is covered at least in part by one or more policies covering

the person for whom the claim is made. When a policy provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid.

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

- i. If an Insured Person is confined in a private hospital room, the difference between the cost of a semi-private room in the hospital and the private room (unless the patient's stay in a private room is medically necessary in terms of generally accepted medical practice, or one of the policies routinely provides coverage for hospital private rooms) is not an allowable expense.
- ii. If a person is covered by two or more plans that compute his/her benefit payments on the basis of usual and customary fees, any amount in excess of the highest of the usual and customary fees for a specific benefit is not an allowable expense.
- iii. If a person is covered by two or more plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an allowable expense.
- iv. If a person is covered by one plan that calculates its benefits or services on the basis of usual and customary fees and another plan that provides its benefits or services on the basis of negotiated fees, the primary policy's payment arrangements will be the allowable expense for all policies.
- v. The amount a benefit is reduced by the primary policy because an Insured Person does not comply with the policy provisions. Examples of these provisions are second surgical opinions, pre-certification of admissions or services and preferred provider arrangements.
- e. "Claim Determination Period" means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Policy, or any part of a year before the date this COB provision or a similar provision takes effect.

### **3. Order of Benefit Determination Rules**

- a. General – When there is a basis for a claim under This Policy and another policy, This Policy is a Secondary Policy which has its benefits determined after those of the other policy, unless:

- i. The other policy has rules coordinating its benefits with those of This Policy; and
  - ii. Both those rules and This Policy rules, in Sub-section B below, require that This Policy's benefits be determined before those of the other policy.
- b. Rules – This Policy determines its order of benefits using the first of the following rules which applies.
- i. Non-Dependent – the benefits of the policy which covers the person as a subscriber (that is, other than as a dependent) are determined before those of the policy which covers the person as a dependent.
  - ii. Dependent Child/Parents not Separated or Divorced – except as stated in paragraph B(3) below, when This Policy and another policy cover the same child as a dependent of different persons, called "parents":
    1. The benefits of the policy of the parent whose birthday falls earlier in a year are determined before those of the policy of the parent whose birthday falls later in that year, but
    2. If both parents have the same birthday, the benefits of the policy which covered one parent longer are determined before those of the policy which covered the other parent for a shorter period of time.

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

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

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Policy of that parent has actual knowledge of those terms, the benefits of that Policy are determined first. The Policy of the other parent will be the Secondary Policy. This paragraph does not apply

with respect to any Claim Determination Period or Policy Year during which any benefits are actually paid or provided before the entity has that actual knowledge.

4. Joint Custody – If the specific terms of a court decree state that the parents will share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the policies covering the child will follow the order of benefit determination rules outlined in paragraph B(2).
5. Active/Inactive Member – The benefits of a policy which covers a person as an employee who is neither laid off nor retired are determined before those of a policy which covers that person as a laid off Member. The same applies if a person is a dependent of a person covered as a Member. If the other policy does not have this rule, and if, as a result, the policies do not agree on the order of benefits, this Rule (5) is ignored.
6. Continuation Coverage – If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another policy, the following will be the order of benefit determination:
  - a. First, the benefits of a policy covering the person as a Member or subscriber (or as that person's dependent);
  - b. Second, the benefits under the continuation coverage.

If the other policy does not have the rule described above, and if, as a result, the policies do not agree on the order of benefits, this rule is ignored.

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

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

- a. When this Section Applies – this Section 4 applies when, in accordance with Section 3, "Order of Benefit Determination Rules", This Policy is a Secondary Policy as to one or more other policies. In that event, the benefits of This Policy may be reduced under this section. Such other policy or policies are referred to as "the other policies" in 4(b) immediately below.
- b. Reduction in This Policy's Benefits – The benefits of This Policy will be reduced when the sum of:
  - i. The benefits that would be payable for the Allowable Expenses under This Policy in the absence of this COB provision; and

- ii. The benefits that would be payable for the Allowable Expenses under the other policies, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made; exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Policy will be reduced so that they and the benefits payable under the other policies do not total more than those Allowable Expenses. When the benefits of This Policy are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Policy.

T001BR07.01NW (05/11)

## **TRIP CANCELLATION BENEFIT**

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

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

In the event there is a change in the per person occupancy rate for your pre-paid arrangements as a result of a Traveling Companion canceling his or her Trip due to an unforeseeable Covered Event when you do not cancel, we will reimburse you for additional costs above the original invoiced and pre-paid charge for your booking, up to the amount in the schedule, for Accommodations during the Trip as a result of the change.

### Covered Events:

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

2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;
3. Being directly involved in a documented traffic accident while en route to departure on your Trip;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
7. A documented theft of your passports or visas;
8. Being called into active military service to provide aid or relief in the event of a natural disaster;
9. Being unable to undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination after the effective date of your coverage. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;
10. Receiving official notification of an organ match available for immediate transplant, provided the transplant is considered medically necessary, the notification is received while coverage is in effect, and in the written opinion of the Physician the transplant surgery and/or recovery is so disabling as to prevent you from taking the Trip;
11. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the scheduled Adoption Proceeding must announced while your coverage is in effect and must be during your Trip dates;
12. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption and provided the Adoption Proceeding or adoption arrangement was confirmed prior to your effective date.

#### Limitations

This coverage is subject to the General Exclusions.

T001BR14.01NW (11/11)

## **TRIP INTERRUPTION BENEFIT**

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

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

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

### **Covered Events:**

1. The Sickness, Injury or death of you, your Family Member, your Service Animal or your Traveling Companion. The Sickness or Injury must first commence while your Trip Interruption coverage is in effect under the Policy, must require the in-person treatment by a Physician, and must be so disabling in the written opinion of a Physician as to prevent you from taking your Trip (either because your condition prevents your travel, or because your Family Member, Traveling Companion or your Service Animal requires your care);
2. Common Carrier delays and/or cancellations resulting from adverse weather, mechanical breakdown of the aircraft, ship, boat or motor coach that you were scheduled to travel on, or organized labor strikes that affect public transportation;
3. Being directly involved in a documented traffic accident while en route to departure on your Trip;
4. Being hijacked or Quarantined;
5. Being required to serve on a jury, or required by a court order to appear as a witness in a legal action provided you, a Family Member or a Traveling



- Companion is not a party to the legal action or appearing as a law enforcement officer;
6. Your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
  7. A documented theft of your passports or visas;
  8. Being called into active military service to provide aid or relief in the event to of a natural disaster;
  9. Being unable to undergo a vaccination or inoculation, due to a medical reason, that is announced and published as required for entry into a country of destination while on your Trip. The vaccination or inoculation must be unannounced and unpublished to the public at the time your coverage is purchased;
  10. Receiving official notification of an organ match available to you for immediate transplant, provided the transplant is considered medically necessary, the notification is received while you are on your Trip, and in the written opinion of the Physician the transplant surgery and/or recovery is so disabling as to prevent you from continuing on your Trip;
  11. Receiving a court-issued notice to attend an Adoption Proceeding, provided you are not attending as a condition of your employment and provided the person being adopted is not you, your Traveling Companion or your Family Member. The date of the scheduled Adoption Proceeding must be during your Trip dates;
  12. Receiving notice that your Adoption Proceeding or adoption arrangements have been cancelled or terminated, provided your Trip was for the purpose of executing the adoption.

### Limitations

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

This coverage is subject to the General Exclusions.

T001BR17.01NW (11/11)

## **STATE SPECIFIC COVERAGE DETAILS**

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### **FOR ARKANSAS RESIDENTS**

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

The following is added to **GENERAL PROVISIONS**

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

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

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

The following change applies to CLAIMS PROVISIONS

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

#### Legal Actions

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

T001AD01.01AR (07/11)

### **FOR CONNECTICUT RESIDENTS**

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

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

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

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

Exclusion 1.l. "nuclear reaction radiation or radioactive contamination" is deleted in its entirety.

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

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

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

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

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

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

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

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

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

The following is added to the General Provisions:

#### **MASTERPOLICY**

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

T001AD01.01CT (11/11)

#### **FOR IDAHO RESIDENTS**

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

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

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

Exclusion 1. h. applies to Medical and Dental Coverage only when you or your Traveling Companion are participating as a professional.

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

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

(3) Benefits payable as a result of incurred covered expenses will only be paid after benefits have been paid under any Other Valid and Collectible Health Insurance in effect for you. This coverage is in excess to any other

health insurance you have available to you at the time of the loss. You must submit your claim to that provider first. Any benefits you receive from your primary or supplementary insurance providers will be deducted from your claim with us.

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

A provision “Appeals” is added:

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

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

T001AD01.01ID (06/11)

### **FOR ILLINOIS RESIDENTS**

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

The following is added to **GENERAL PROVISIONS**

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

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

The following COMPLAINTS provision is added to **GENERAL**

**PROVISIONS:**

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

Illinois Division of Insurance  
Consumer Division  
Springfield, Illinois 62767

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

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

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

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

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

EMERGENCY MEDICAL CONDITION means a medical condition manifesting itself by acute symptoms of sufficient severity (including, but not limited to, severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

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

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

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

Exclusions 1.e. is deleted in its entirety.

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

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

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

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

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

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

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

Our Right to Recover and Subrogate from Others

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

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

#### Payment of Claims

Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary within 30 days following receipt of written due proof of loss. All other benefits are paid directly to you, unless otherwise directed. In the event you assign your benefits under this Policy to another party, any and all claim benefits will be distributed accordingly. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if it has been filed with us. We are not responsible for the validity of any assignment.

#### **Form T001BR07.01NW – Medical and Dental Coverage**

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

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

T001AD01.01IL (08/11)

#### **FOR MARYLAND RESIDENTS**

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

The following changes applies to **CLAIMS PROVISIONS**

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

#### Legal Actions

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

T001AD01.01MD (08/11)

#### **FOR MAINE RESIDENTS**

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

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

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

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

The following is added to MEDICAL AND DENTAL COVERAGE

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

T001AD01.01ME (06/11)

## **FOR MICHIGAN RESIDENTS**

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

1. CLAIMS PROVISIONS are revised as follows:

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

Legal Actions

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

2. The following is added to Notice of Claim:

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

T001AD01.01MI (06/11)

## **FOR MISSOURI RESIDENTS**

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

1. CLAIMS PROVISIONS are revised as follows:

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

Legal Actions

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

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

#### Notice of Claims

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

T001AD01.01MO (08/11)

### **FOR MISSISSIPPI RESIDENTS**

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

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

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

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

The following are added to CLAIMS PROVISIONS:

##### CLAIM FORMS

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

##### TIME PAYMENT OF CLAIMS

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

T001AD01.01MS (06/11)



## **FOR NORTH CAROLINA RESIDENTS**

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

The DEFINITIONS Section is revised as follows:

The following is added to the definition of Hospital.

Hospital also means:

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

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

The GENERAL EXCLUSIONS Section is revised as follows:

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

k. war, whether declared or not declared.

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

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

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

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

The CLAIMS PROVISIONS Section is revised as follows:

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

This provision does not apply to accident and sickness benefits.

The following Claims Provisions are added:

#### Claim Forms

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

#### Time Payment of Claims

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

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

The MEDICAL and DENTAL COVERAGE is revised as follows:

The following is deleted from section 3:

We reserve the right to subrogate against any Other Valid and Collectible Health Insurance in effect during the Trip for any amounts over the amount listed in the Schedule.

When the Medical and Dental Coverage Form T001BR07.01NW is purchased, the following paragraph 3). is deleted:

3) This coverage can be considered primary up to the amount listed in the Schedule. We reserve the right to subrogate against any Other Valid and Collectible Health Insurance in effect during the Trip for any amounts over the amount listed in the Schedule.

The above paragraph 3) is replaced with the following in Form T001BR07.01NW:

3) This coverage can be considered primary up to the amount listed in the Schedule.

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

This insurance is in excess of all other valid and collectible insurance or indemnity other than private passenger auto no-fault benefits or third part liability insurance. If at the time of the occurrence there is other valid and collectible insurance or indemnity in place, we shall be liable only for the excess of the amount of loss,

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

T001AD01.01NC (06/11)

## **FOR NEBRASKA RESIDENTS**

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

The following changes applies to **GENERAL PROVISIONS**

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

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

T001AD01.01NE (08/11)

## **FOR NEVADA RESIDENTS**

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

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

#### **PRE-EXISTING CONDITION**

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

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

Exclusion 1. c. is deleted in its entirety.

T001AD01.01NV (06/11)

## **FOR OKLAHOMA RESIDENTS**

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

### **Form T001DOC.01, Policy Jacket**

The Description of Coverage is amended by the following:

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

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

The DEFINITIONS SECTION is amended as follows:

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

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

The GENERAL EXCLUSIONS SECTION is amended as follows:

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

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

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

Exclusions 1 e, f, h, l, n, o, q, r, s, and t do not apply to Accidental Death and Dismemberment- Air Flight Accident, Accidental Death and Dismemberment – Travel Accident, Medical and Dental Coverage.

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

The following are added to the GENERAL PROVISIONS Section:

#### **CONFORMITY TO STATUTES**

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

T001AD01.01OK (07/11)

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

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

The following is added to **GENERAL PROVISIONS**

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

CONFORMITY WITH STATE STATUTES. Any provision of this policy which, on its effective date, is in conflict with the laws of the state in which the insured resides

on that date is amended to conform to the minimum requirements of such laws.

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

The following changes applies to CLAIMS PROVISIONS

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

#### Legal Actions

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

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

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

T001AD01.01SC (08/11)

### **FOR TEXAS RESIDENTS**

#### **IMPORTANT NOTICE**

To obtain information or make a complaint:

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

(800) 541-3522

You may also write to the Program Administrator:

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

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 475-1771

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

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

## **PREMIUM OR CLAIM DISPUTES:**

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

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

## **AVISO IMPORTANTE**

Para obtener información o para someter una queja:

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

(800) 541-3522

Usted también puede escribir al Administrador del Programa:

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

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104

Fax: (512) 475-1771

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

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

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

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

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

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

T001AD01.02TX (08/11)

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

The following changes applies to **CLAIMS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

The following is added to When Coverage Ends:

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

T001AD01.01TX (10/11)

## FOR VERMONT RESIDENTS

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

The following is added to the GENERAL PROVISIONS Section:

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

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

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

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

The following is added to the CLAIMS PROVISIONS:

#### Payment of Claims

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

T001AD01.01VT (06/11)

## FOR WISCONSIN RESIDENTS

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

The following changes apply to the CLAIMS PROVISIONS section:



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

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

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

T001AD01.01WI (06/11)

# PART 2

## 24 HOUR TRAVEL EMERGENCY ASSISTANCE



Assistance is assumed by EUROP ASSISTANCE and not by Club Med®. Any enrolment in Club Med®, directly or through a travel agent makes the G.M® eligible for EUROP ASSISTANCE services that cover personal medical assistance during his stay or his trip. The rights and obligations stipulated in the policy are explained in the following pages.

### **1. DEFINITIONS**

1.1. BENEFICIARY means Any person travelling within a trip or stay with CLUB MEDITERRANEE is considered as Beneficiary.

1.2. HOME of beneficiary means the habitual and place of residence.

1.3. COUNTRY OF ORIGIN means the country where you reside shall be deemed your country of origin.

### **2. RULES TO BE FOLLOWED IN CASE OF ASSISTANCE**

To enable EUROP ASSISTANCE to act, it is necessary:

- To contact EUROP ASSISTANCE immediately
  - > Telephone: +33 1 41 85 84 86
  - > Fax: +33 1 41 85 85 71
- To obtain EUROP ASSISTANCE prior consent before taking any initiative or incurring any expenses.
- To comply with the solutions recommended by EUROP ASSISTANCE.

### **3. GEOGRAPHIC COVERAGE**

This assistance agreement ("Agreement") covers G.Ms®, hereinafter called "Beneficiaries," worldwide.

### **4. TERM OF COVERAGE**

Personal assistance services take effect on the starting date of the stay or the trip and expire on the planned return date, with a maximum term of three months.

Travel advice services take effect on the day the Contract is purchased so that Beneficiaries can use them before the start date of their stay or trip.

The validity of this Agreement is subject to the validity of the memorandum of agreement signed by EUROP ASSISTANCE and Club Méditerranée.

If this memorandum of agreement is terminated, this Agreement will be cancelled automatically.

## **5. TICKETS**

When transportation is organized and paid for pursuant to the provisions of this Agreement, the Beneficiary agrees to reserve the right for EUROP ASSISTANCE to use tickets it holds. Likewise, the Beneficiary agrees to reimburse EUROP ASSISTANCE any amounts he may receive as reimbursement from the organization issuing this ticket.

## **6. ASSISTANCE SERVICES**

### 6.1. Personal Assistance

#### 6.1.1. Transportation

If a Beneficiary is sick or injured while traveling in one of the countries covered by this Assistance Agreement: the EUROP ASSISTANCE doctors contact the local doctor who treated the Beneficiary as a result of the illness or the accident.

The EUROP ASSISTANCE doctors collect all the information necessary for the decision that must be made in the Beneficiary's medical interest from the local doctor and potentially from the Beneficiary's regular doctor.

The information collected allows EUROP ASSISTANCE, following the decision made by its EUROP ASSISTANCE doctors, to initiate and organize, based solely on medical requirements, either the Beneficiary's return to his home or his transportation, if necessary, under medical supervision, to an appropriate hospital service close to his home by ambulance, sleeper car, first class train (couchette or seat), commercial airline or ambulance plane.

In certain cases, the Beneficiary's safety may require initial transport to a local clinic before considering a return to a facility close to his home.

Our Medical Service can reserve a place in the department where hospitalization has been planned.

Only the Beneficiary's medical interest and compliance with the health rules in force are taken into consideration in making the transportation decision, the choice of the means used for this transportation and the choice of a potential hospitalization site.

The information from the local doctors or from the Beneficiary's regular doctor, which may be essential, helps EUROP ASSISTANCE make the most advisable decision. In this regard, it is expressly agreed that the final decision implemented in the medical interest of the Beneficiary is, as a last resort, up to the EUROP ASSISTANCE doctors, in order to avoid any medical authority conflicts. Furthermore, if the Beneficiary refuses to follow the decision considered to be the most advisable by the EUROP ASSISTANCE doctors, he expressly releases EUROP ASSISTANCE from all

liability, particularly in case of return by his own means or in case of any aggravation of his condition.

#### 6.1.2. Return of accompanying persons

In case of repatriation of a Beneficiary, EUROP ASSISTANCE organizes and take in charge the return of an accompanying person and / or minor children traveling with him, in first class train or airliner in economy class if no one remained on place can not handle it.

#### 6.1.3. Return of the Family

If a Beneficiary is repatriated, EUROP ASSISTANCE organizes and pays for the return of one member (major person) of his immediate family (spouse, partner, child, father, mother, brother or sister) and/or minor children travelling with him by train (first class) or commercial airline (economy class) if no one remaining behind can take care of them.

#### 6.1.4. Hospitalization

If a Beneficiary is hospitalized and his condition makes it impossible to consider transporting him for 7 days, EUROP ASSISTANCE organizes and pays the roundtrip fare for one of his immediate family members from the Beneficiary's country of origin to the Beneficiary's bedside by train (first class) or by commercial airline (economy class). EUROP ASSISTANCE also assumes the hotel costs (room and breakfast) up to 80 Euros, all taxes included, per day for a maximum of 10 nights.

Meal expenses will not be paid.

#### 6.1.5. Expenses Related to an Extended Hotel Stay

If a Beneficiary's condition does not justify his transport as defined in article 6.1.1 "Transportation," and does not allow him to make the return trip home on the date initially planned, EUROP ASSISTANCE participates in the expenses resulting from the extended hotel stay (bed and breakfast) for the beneficiary, an accompanying person or minor children travelling with him who are also beneficiaries, up to 80 Euros per person and per day, all taxes included, capped at 150 Euros, all taxes included, per day and per event for a maximum of 10 days. This service cannot be cumulated with the "Hospitalization" service.

#### 6.1.6. Accompaniment of Children

A Beneficiary is ill or injured during travel in one of the countries covered by this Agreement, and his condition does not allow him to take care of children under the age of 15 traveling with him: EUROP ASSISTANCE organizes and pays for the round-trip fare, from his country of origin, by train (first class) or plane (economy class) for a person of his choice or one of its attendants to accompany the children to their home by train (first class) or plane (economy class). The children's tickets will be paid for by their family.

#### 6.1.7. Medical Expenses

A Beneficiary is ill or injured during travel outside his country of origin, in one of the countries covered by

this Agreement: EUROP ASSISTANCE will reimburse him, up to a maximum of 75,000 Euros, all taxes included, for the medical expenses incurred abroad and for which he remains responsible following reimbursement by Social Security, insurance and/ or any other coverage agency. A 50-euro inclusive deductible per Beneficiary and per event is applied in all cases. Dental care is reimbursed under the same conditions with a cap of 100 Euros, all taxes included. The Beneficiary or his legal successors agree, for this purpose, to take all steps necessary to recover these costs from the agencies concerned as soon as they return to their country of origin.

EUROP ASSISTANCE will proceed with the reimbursement as defined above, provided that the Beneficiary or his legal successor provides it with the following documents:

- > The original statements from the social agencies and/or coverage agencies providing proof of the reimbursements obtained;
- > Photocopies of medical bills providing proof of the expenses incurred.

Nature of the Medical Expenses Giving Entitlement to Supplemental Reimbursement:

- > Medical fees;
- > Costs of drugs prescribed by a doctor;
- > Costs of an ambulance ordered by a doctor for a local trip;
- > Costs of hospitalization as long as the Beneficiary is deemed unfit for transport by decision of the EUROP ASSISTANCE doctors made after collecting information from the local doctor. The additional reimbursement of these hospitalization expenses ceases as of the date EUROP ASSISTANCE is capable of carrying out the transport;
- > Dental emergency.

#### 6.1.8. Advance on hospitalization expenses

A Beneficiary is ill or injured while travelling outside his country of origin, in one of the countries covered by this Agreement: as long as he is hospitalized, EUROP ASSISTANCE may advance hospitalization expenses up to a maximum amount of 75,000 Euros, all taxes included, subject to the following cumulative conditions:

- > for care prescribed in agreement with the EUROP ASSISTANCE doctors;
- > as long as the Beneficiary is deemed unfit for transport by decision of the EUROP ASSISTANCE doctors made after collecting information from the local doctor.
- > No advance is granted as of the date on which EUROP ASSISTANCE is capable of carrying out the transport.

The Beneficiary agrees, in all cases, to repay this advance to EUROP ASSISTANCE within 30 days following receipt of our bill. This obligation applies even if the Beneficiary has begun the reimbursement procedures cited in 6.1.6.

Of course, as soon as these procedures have been completed, EUROP ASSISTANCE assumes the difference between the amount of the advance that the Beneficiary repaid to EUROP ASSISTANCE and the amounts collected from social agencies and/or coverage agencies, in accordance with the conditions and in the amounts set forth in 6.1.6. and provided that the Beneficiary or his legal successors provide EUROP ASSISTANCE with the documents set forth in 6.1.6.

#### 6.1.9. Transport in the event of death

A Beneficiary dies while traveling in one of the countries covered by this Agreement:

EUROP ASSISTANCE organizes and assumes the cost of transporting the deceased to the funeral site in his country of origin.

EUROP ASSISTANCE also assumes all the expenses necessitated by preparation and arrangements specific to the transport.

Furthermore, EUROP ASSISTANCE participates in the cost of the coffin in the maximum inclusive amount of 450 Euros.

The other expenses (particularly for the ceremony, local funeral procession, burial) are the financial responsibility of the family.

#### 6.1.10. Taxi Expenses

EUROP ASSISTANCE will participate up to a maximum inclusive amount of 45 Euros, in the taxi expenses incurred for transporting the Beneficiaries to the train station, the airport or to the site where they must go to have access to the assistance services described above.

EUROP ASSISTANCE assumes this share of the expense on the sole condition that the service is organized by it.

#### 6.1.11. Dispatch of Medicines

A Beneficiary cannot procure the drugs essential for continuing a treatment in progress on site. EUROP ASSISTANCE finds and sends these drugs to his vacation location, subject to the local and French legal constraints.

EUROP ASSISTANCE pays the shipping costs. The other costs (purchase cost of the drugs, customs charges, etc.) are payable by the Beneficiary.

#### 6.1.12. Bail and Attorneys Fees

While traveling outside his country of origin in one of the countries covered by this Agreement, a Beneficiary is subject to legal prosecution following

a traffic accident, excluding all other causes: EUROP ASSISTANCE may advance bail money in the maximum inclusive amount of 15,000 Euros, as well as attorney's fees in the maximum inclusive amount of 3,000 Euros.

The Beneficiary agrees to repay these advances to EUROP ASSISTANCE within 30 days of the date of the advance, or, for the bail bond, as soon as this bond has been returned to beneficiary by the authorities, if this occurs before the end of this period. The right to bill the Beneficiary for the entire cost of the services is reserved.

## 6.2. Travel advice/Message service

### 6.2.1. Travel Information

With a simple phone call to the following number: +33 1 41 85 84 86, EUROP ASSISTANCE puts the Beneficiary in contact with a person qualified to answer all his questions concerning the regulatory and practical aspects of his trip:

- > Medical precautions to take before beginning the journey (vaccines, medicines, etc.);
- > Travel conditions (possibility of transport, etc.);
- > Local living conditions (temperature, climate, food, etc.).

The Travel Advice Team can be reached (from 9 a.m. to 6 p.m. C.E.T.) every day except Sundays and holidays.

### 6.2.2. Transmission of Urgent Messages

If, while traveling, a Beneficiary finds it impossible to contract a person, EUROP ASSISTANCE transmits, at the time and on the date chosen by the Beneficiary, the message previously left by telephone at the following number +33 1 41 85 81 13. The Beneficiary may also use this number to leave a message for a person of his choice who can get this message with a simple call.

## **7. EXCLUSIONS**

EUROP ASSISTANCE CANNOT IN ANY CASE SUBSTITUTE FOR THE LOCAL EMERGENCY ASSISTANCE AGENCIES.

The following are excluded:

- > Costs incurred without the agreement of EUROP ASSISTANCE or not expressly set forth in this Agreement;
- > Costs not justified by original documents;
- > Claims occurring in countries excluded from the coverage or outside the contract validity dates;
- > pre-existing diagnosed and/or treated illnesses or injuries that required hospitalization during the six months preceding the request for assistance;
- > The organization and management cited in 6.1.1. for minor ailments that can be treated on site and that do not prevent the Beneficiary from continuing his trip or his stay;
- > The consequences of using medications, drugs, narcotics and like products not medically prescribed, the excessive consumption of alcohol and attempted suicide;

- > The effects of intentional acts on the part of the beneficiary and the effects of fraudulent acts;
- > Incidents tied to pregnancy whose risk was known before departure and in all cases, incidents due to pregnancy as of the 8th month;
- > Medical expenses incurred in the Beneficiary's country of origin;
- > Optical expenses (glasses or contact lenses, for example);
- > Vaccines and vaccination costs;
- > Expenses for searches for persons in the mountains, at sea or in the desert;
- > The costs of fuel and tolls;
- > Customs duties;
- > NBC (nuclear, biological and chemical) risks;

The following may not result in intervention:

- > Situations involving infectious risks in an epidemic requiring quarantine or preventive measures or specific surveillance by the local or national health authorities in the country of origin;
- > Pathological conditions arising from an infection and contagious illness or from exposure to biological infecting agents, an explosion of chemical substances such as combat gas, incapacitators, neurotoxins, or persistent toxic effects or from contamination by radio-nucleids following an accident or deliberate (terrorism) act.

## **8. CASE OF EXEMPTION OF LIABILITY DUE TO FORCE MAJEURE**

EUROP ASSISTANCE cannot be held liable for failure to perform services resulting from cases of force majeure or events such as civil or foreign wars, well known political instability, popular uprisings, riots, terrorist acts, reprisals, restriction to the free movement of people and goods, strikes, explosions, natural disasters, nuclear explosion, or delays in performing the services as a result of the same causes.

## **9. SUBROGATION**

After incurring expenses within the framework of our assistance guarantees, we have full rights of subrogation.

Our subrogation is limited to the amount of payments under **the policy.**

## **10. LIMITATION**

Any action regarding this policy has a term of limitation of two years effective from the insured occurrence.



# PART 3

## CLAIMS PROCEDURES

**Trip Cancellation/Interruption Claims:** If you need to cancel your trip, contact your Travel Agent or Club Med immediately at 800-258-2633 to cancel your reservation. If you must interrupt your Covered Trip, you must contact the Village Traffic Office who will arrange reservations for your flight back. To file a claim, call CSA Travel Protection at 877-519-3007.

### **Baggage Claims:**

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

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

### **Medical and Dental Claims:**

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

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

### **Notice of Claim**

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