



Emergency travel assistance services are provided by AXA Assistance USA, Inc. If you need assistance, you can call toll free 24 hours a day, 365 days a year at one of these telephone numbers:

Within the USA Toll Free: (855) 327-1408      Outside the USA Collect: (630) 694-9755  
 Assistance Email: [ustravel@axa-assistance.us](mailto:ustravel@axa-assistance.us)

**AVAILABILITY OF SERVICES**

You are eligible for assistance and transportation services at any time after you purchase this plan. The services become available when you actually start your trip. Emergency Medical & Travel Assistance end at the earliest of: midnight on the day the program expires; when you reach your return destination; or when you complete your trip.

Assistance Services	
<b>Emergency Medical Evacuation &amp; Repatriation</b>	<b>Travel Assistance</b>
Medical Transport	Telephone Interpretation Service
Dispatch of a Physician or Specialist	General Travel Assistance & Information
Transportation of a Family Member	Pre-Trip & Cultural Information
Escort Services	Emergency Cash & Bail Assistance
Repatriation of Remains	International Claims Assistance
<b>Medical Assistance Services</b>	Lost Luggage Assistance
Medical & Dental Referrals	Lost Document Assistance
Medical Case Management & Monitoring	Urgent Message Relay
Coordinate Hospital Admission & Discharge	Legal Referrals
Vaccination Recommendations & Precautions	
Prescriptions Replacement	

There may be times when circumstances beyond AXA Assistance USA's control hinder its endeavors to provide services. AXA Assistance USA will, however, make all reasonable efforts to provide such services and help you resolve the emergency situation.

AXA Assistance USA will not provide any services when the U.S. or other applicable trade or economic sanctions, laws or regulations prohibit AXA Assistance USA from providing such services, including, but not limited to, the payment of any claims. Accordingly, no services will be provided in connection with travel to Cuba and such services may be limited and/or delayed, or prohibited, in other countries.

**Your Travel Insurance Coverage**

Your coverage is effective upon enrollment and purchase of the International Student Identification Card. Coverage is underwritten by American Modern Home Insurance Company under plan number AMT253052013.

Schedule of Benefits – Basic Plan	
We will provide the coverage described in this policy and listed below.	
Benefits	Limits
Trip Delay	Minimum 24 Hours Delay \$100 per Day, Maximum of \$250
Emergency Accident and Emergency Sickness Medical Expense	\$25,000, No Deductible Emergency Dental Only: \$500
Emergency Medical Evacuation and Medically Necessary Repatriation	\$250,000
Repatriation of Remains	\$50,000
Accidental Death and Dismemberment	Principal Sum: \$1,000
Accidental Death and Dismemberment – Common Carrier (Air Only)	Principal Sum: \$5,000
Baggage Delay	Minimum 12 Hours Delay \$100 per Day, Maximum of \$100



## TRAVEL INSURANCE POLICY

This Policy is issued in consideration of enrollment and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by American Modern Home Insurance Company, herein referred to as We, Us, and Our. This Policy is a legal contract between You (herein referred to as You or Your) and Us. It is important that You read Your Policy carefully. Insurance benefits vary from program to program. Please refer to the Confirmation of Benefits. It provides You with specific information about the program You purchased. This policy is issued for a stated term as shown on the Confirmation of Benefits.

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### SECTION I. GENERAL DEFINITIONS

**"Accident"** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**"Accidental Injury"** means bodily injury caused by an Accident, directly and independently of all other causes and sustained on or after the Effective Date of this coverage and on or before the Scheduled Return Date. Benefits for Accidental Injury will not be paid for any loss caused by Sickness or other bodily diseases or infirmity.

**"Actual Cash Value"** means purchase price less depreciation.

**"Additional Expense"** means any reasonable expenses for meals and lodging which were necessarily incurred as the result of a covered loss and which were not provided by the Common Carrier or any other party free of charge.

**"Assistance Company"** means the service provider with whom We have contracted to coordinate and deliver emergency travel assistance, medical evacuation and repatriation.

**"Baggage"** means luggage and personal effects and possessions whether owned, borrowed, or rented, and taken by You on the Covered Trip.

**"Business Equipment"** means property used in trade, business, or for the production of income; or offered for sale or trade or components of goods offered for sale or trade.

**"Checked Baggage"** means a piece of Baggage for which a claim check has been issued to You by a Common Carrier.

**"Common Carrier"** means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the Transportation of passengers for hire.

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

**"Covered Expenses"** shall mean expenses incurred by You which are: for Medically Necessary services, supplies, care, or treatment; due to Sickness or Accidental Injury; prescribed, performed or ordered by a Physician; Reasonable and Customary charges; incurred while insured under the Policy; and which do not exceed the maximum limits shown in the Schedule of Benefits, under each stated benefit.

**"Covered Trip"** means a trip for which You request insurance coverage and pay the required premium, and includes:

- (a) a period of travel away from home to a destination outside Your city of residence; and
- (b) at least 100 miles from Your primary place of residence; and
- (c) the trip has defined Departure and Return dates; and
- (d) does not exceed 365 days.

**"Deductible"** means the dollar amount You must contribute to the loss.

**"Default"** means a material failure or inability to provide contracted services due to financial insolvency.



**"Dependent Child(ren)"** means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 19 and primarily dependent on You for support and maintenance; or who is at least age 19 but less than age 23 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

**"Domestic Partner"** means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the Effective Date of coverage.

**"Effective Date"** means the date and time Your coverage begins, as outlined in Section III. Eligibility and Period of Coverage of the Policy.

**"Emergency Medical Evacuation"** means Your medical condition warrants immediate Transportation from the place where You are injured or sick to the nearest Hospital where appropriate medical treatment can be obtained.

**"Emergency Sickness"** means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage is in force and during Your Covered Trip.

**"Emergency Treatment"** means necessary medical treatment, including services and supplies, which must be performed during the Covered Trip due to the serious and acute nature of the Accidental Injury or Sickness.

**"Family Member"** means Your legal or common law spouse or Domestic Partner, Your parent, legal guardian, step-parent, parents-in-law, natural or adopted child, foster child, ward, step-child, brother, sister, step-brother, step-sister, brother-in-law, or sister-in-law.

**"Hazard"** means:

- (a) Any delay of a Common Carrier (including Inclement Weather);
- (b) Any delay by a traffic Accident en route to a departure, in which You are directly or not directly involved;
- (c) Any delay due to lost or stolen passports, travel documents or money; quarantine; hijacking; unannounced Strike; Natural Disaster; civil commotion or riot.

**"Hospital"** means a facility that:

- (a) holds a valid license if it is required by the law;
- (b) operates primarily for the care and treatment of sick or injured persons as in-patients;
- (c) has a staff of 1 or more Physicians available at all times;
- (d) provides 24 hour nursing service and has at least 1 registered professional nurse on duty or call;
- (e) has organized diagnostic and surgical facilities, either on the premises or in facilities available to the Hospital on a pre-arranged basis; and
- (f) is not, except incidentally, a clinic, nursing home, rest home, or convalescent home for the aged or similar institution.

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

**"Insured"** means a person who has enrolled for insurance under this Policy. You and Your also means the Insured.

**"Medically Necessary"** means that a treatment, service, or supply is: essential for diagnosis, treatment or care of the Accidental Injury or Sickness for which it is prescribed or performed, meets generally accepted standards of medical practice and is ordered by a Physician and performed under his or her care, supervision or order.

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

**"Physician"** means a licensed practitioner of medical, surgical or dental services acting within the scope of his or her license and shall include Christian Science Practitioners. The treating Physician may not be You, a Traveling Companion or a Family Member.

**"Policy"** shall mean this individual Policy document, the Confirmation and Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.

**"Pre-Existing Condition"** means any Accidental Injury, Sickness or condition of You or Your Family Member booked to travel with You for which medical advice, diagnosis, care or treatment was recommended or received within the 60 day period ending on the Effective Date. Sicknesses or conditions are not considered pre-existing if the Sickness or condition for which prescribed drugs or medicine is taken remains controlled without any change in the required prescription.



**"Reasonable and Customary / Reasonable and Customary Charges"** means an expense which:

- (a) is charged for treatment, supplies, or medical services Medically Necessary to treat Your condition;
- (b) does not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expense is incurred; and
- (c) does not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary charges exceed the actual amount charged.

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

**"Scheduled Return Date"** means the date on which You are originally scheduled to return to the point of origin or to a different final destination or to Your primary residence from a Covered Trip.

**"Sickness"** means an illness or disease which is diagnosed or treated by a Physician on or after the Effective Date of insurance and while You are covered under the Policy.

**"Strike"** means a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strikes are work slowdowns and sickouts.

**"Transportation"** means any land, sea or air conveyance required to transport You during an Emergency Medical Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

**"Traveling Companion"** means person(s) booked to accompany You on Your Covered Trip. Note: A group or tour leader is not considered a Traveling Companion unless You are sharing room accommodations with the group or tour leader.

**"Travel Supplier"** means any entity involved in providing travel services or travel arrangements.

**"Unforeseen"** means not anticipated or expected, and occurring on or after the Effective Date of the Policy.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverage:

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 2 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

**SUBROGATION:** To the extent We pay for a loss suffered by You, We will take over the rights and remedies You had relating to the loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the loss. This may involve signing any papers and taking any other steps We may reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole with regard to any claim payable under the Policy.

**CONTROLLING LAW:** Any part of the Policy that conflicts with the state law where the Policy is issued is changed to meet the minimum requirements of that law.

**EXCESS INSURANCE LIMITATION:** The insurance provided by this Policy (except for Accidental Death and Dismemberment and Accidental Death and Dismemberment – Common Carrier (Air Only)) shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss there is other valid and collectible insurance or indemnity in place, 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.



### SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE

**Eligibility and Enrollment:** Each Insured must enroll for his or her own insurance. If accepted by Us, each person will become Insured.

**Effective Date and Policy Term:** The Effective Date of Your Policy is shown in the Schedule of Benefits and remains in effect for the stated term shown in the Schedule of Benefits.

**When Your coverage for Benefits Begins:**

Subject to payment of any premium due:

- (a) For Trip Delay: Coverage is in force while en route to and from the Covered Trip.
- (b) For all other coverage: Coverage begins at the later of the point and time of Your departure on the Scheduled Departure Date; or your actual departure for Your Covered Trip.

In the event the Scheduled Departure Date and/or the Scheduled Return Date are delayed, or the point and time of departure and/or point and time of return are changed because of circumstances over which You have no control, Your term of coverage shall be automatically adjusted in accordance with Your notice to Us of the delay or change.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in Your Schedule of Benefits. In addition, Your coverage will end at 11:59 P.M. local time on the date which is the earliest of the following:

- (a) the Scheduled Return Date as stated on the travel tickets;
- (b) the date You return to Your origination point if prior to the Scheduled Return Date;
- (c) the date You leave or change Your Covered Trip (unless due to Unforeseen and unavoidable circumstances covered by the Policy);
- (d) the date You cancel Your Covered Trip.

### SECTION IV. COVERAGES

**We will provide the coverage described in this policy only if it is listed on the Schedule of Benefits.**

**TRIP DELAY**

We will pay You for Additional Expenses on a one-time basis, up to the maximum shown in the Schedule of Benefits, if You are delayed en route to or from the Covered Trip for 24 or more hours due a defined Hazard.

Additional Expenses include:

- (a) any prepaid, unused, non-refundable land, air, or water accommodations;
- (b) any reasonable Additional Expenses incurred;
- (c) an economy fare from the point where You ended Your Covered Trip to a destination where You can resume Your Covered Trip; or
- (d) a one-way economy fare to return You to Your originally scheduled return destination.

**EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE**

We will pay Reasonable and Customary Charges up to the maximum limit shown on the Schedule of Benefits if You incur necessary Covered Expenses while on your Covered Trip and as a result of an Accidental Injury or Emergency Sickness which first manifests itself during the Covered Trip.

Covered Expenses are Medically Necessary services and supplies which are recommended by the attending Physician. They include but are not limited to:

- (a) the services of a Physician;
- (b) charges for Hospital confinement and use of operating rooms;



- (c) Hospital or ambulatory medical-surgical center services (this may also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Covered Trip, if recommended as a substitute for a Hospital room for recovery from a Sickness);
- (d) charges for anesthetics (including administration);
- (e) x-ray examinations or treatments, and laboratory tests;
- (f) ambulance service;
- (g) drugs, medicines, prosthetics and therapeutic services and supplies; and
- (h) emergency dental treatment for the relief of pain.

We will pay benefits, up to \$500, for emergency dental treatment for Accidental Injury to sound natural teeth.

We will not pay benefits in excess of the Reasonable and Customary Charges. We will not cover any expenses incurred by another party at no cost to You or already included within the cost of the Covered Trip.

We will advance payment to a Hospital, up to the maximum shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital because of Accidental Injury or Emergency Sickness.

### **EMERGENCY MEDICAL EVACUATION & MEDICALLY NECESSARY REPATRIATION**

We will pay, subject to the limitations set out herein, for Covered Emergency Medical Evacuation expenses reasonably incurred if You suffer an Accidental Injury or Emergency Sickness that warrants Your Emergency Medical Evacuation while You are on a Covered Trip. Benefits payable are subject to the Maximum Benefit per Insured shown on the Schedule of Benefits for all Emergency Medical Evacuations due to all injuries from the same Accident or all Emergency Sickness from the same or related causes.

A legally licensed Physician, in coordination with the Assistance Company, must order the Emergency Medical Evacuation and must certify that the severity of Your Accidental Injury or Emergency Sickness warrants Your Emergency Medical Evacuation to the closest adequate medical facility. The Assistance Company or We must review and approve the necessity of the Emergency Medical Evacuation based on the inadequacy of local medical facilities. The Emergency Medical Evacuation must be coordinated through the most direct and economical conveyance and route possible, such as air or land ambulance, or commercial airline carrier.

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

We will also pay Reasonable and Customary expenses, for escort expenses required by You, if You are disabled during a Covered Trip and an escort is recommended in writing by an attending Physician and such expenses are pre-approved by the Assistance Company.

If You are hospitalized for more than 7 days following a Covered Emergency Medical Evacuation, We will pay, subject to the limitations set out herein, for expenses to bring 1 person chosen by You to and from the Hospital or other medical facility where You are confined if You are alone, but not to exceed the cost of 1 round-trip economy airfare ticket.

In addition to the above Covered Expenses, if We have previously evacuated You to a medical facility, We will pay Your airfare costs from that facility to Your primary residence, within 1 year from Your original Scheduled Return Date, less refunds from Your unused Transportation tickets. Airfare costs will be economy, or first class if Your original tickets are first class. This benefit is available only if it is not provided under another coverage in the Policy.

### **REPATRIATION OF REMAINS**

We will pay the reasonable Covered Expenses incurred to return Your body to Your primary residence if You die during the Covered Trip. No payment will exceed the maximum shown on the Schedule of Benefits.

Covered Expenses include: The collection of the body of the deceased; the transfer of the body to a professional funeral home; embalming and preparation of the body or cremation if so desired; standard shipping casket; any required consular proceedings; the transfer of the casket to the airport and boarding of the casket onto the plane; any required permits and corresponding airfare; and the transfer of the deceased to its final destination. All Covered Expenses must be approved in advance by the Assistance Company.



### ACCIDENTAL DEATH AND DISMEMBERMENT

We will pay the percentage of the Principal Sum shown in the Table of Losses when You, as a result of an Accidental Injury occurring during the Covered Trip, sustain a loss shown in the Table below. The loss must occur within 180 days after the date of the Accident causing the loss. The Principal Sum is shown on the Schedule of Benefits.

If more than one loss is sustained as the result of an Accident, the amount payable shall be the largest amount of a sustained loss shown in the Table of Losses.

#### TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%
Speech and hearing in both ears	100%
Speech	50%
Hearing in both ears	50%

"Loss" with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints; or
- (b) eye means an entire and irrecoverable loss of sight; or
- (c) speech or hearing means entire and irrecoverable loss of speech or hearing of both ears.

No benefit is payable for loss resulting from or due to stroke, cerebral vascular, or cardiovascular Accident or event; myocardial infarction (heart attack); coronary thrombosis, or aneurysm.

**Exposure:** We will pay benefits for covered Losses which result if You are unavoidably exposed to the elements due to an Accident. The loss must occur within 180 days after the event which caused the exposure.

**Disappearance:** We will pay benefits for loss of life if Your body cannot be located one year after Your disappearance due to an Accident.

### ACCIDENTAL DEATH AND DISMEMBERMENT - COMMON CARRIER (AIR ONLY)

We will pay benefits for Accidental Injuries resulting in a Loss as described in the Table of Losses below, that occurs while You are riding as a passenger in or on, boarding or alighting from, any air conveyance operated under a license for the Transportation of passengers for hire during the Covered Trip. The Loss must occur within 180 days after the date of the Accident causing the Loss. The Principal Sum is shown on the Schedule of Benefits.

If more than 1 Loss is sustained as the result of an Accident, the amount payable shall be the largest amount shown in the Table of Losses.

#### TABLE OF LOSSES

Loss of:	Percentage of Principal Sum:
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
1 hand and 1 foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of 1 eye	50%
Speech and hearing in both ears	100%



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Speech	50%
Hearing in both ears	50%
Thumb and index finger of same hand	25%

"Loss" with regard to:

- (a) hand or foot, means actual complete severance through and above the wrist or ankle joints;
- (b) eye means an entire and irrecoverable Loss of sight;
- (c) speech or hearing means entire and irrecoverable Loss of speech or hearing of both ears; and
- (d) thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

**BAGGAGE DELAY (Outward Journey Only)**

We will pay You for the expense of replacing necessary personal effects, up to the maximum shown on the Schedule of Benefits, if Your Checked Baggage is delayed or misdirected by a Common Carrier for more than 12 hours, while on a Covered Trip, except for return travel to Your primary residence.

You must be a ticketed passenger on a Common Carrier. All claims must be verified by the Common Carrier who must certify the delay or misdirection and receipts for the purchase or replacement of necessary personal effects must accompany any claim.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States dollars. The following provisions will apply to all benefits.

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss. All claims will be paid to You. All or a portion of all other benefits provided may, at Our option, be paid directly to the provider of the service(s). All benefits not paid to the provider will be paid to You. In the event You are a minor, incompetent or otherwise unable to give a valid release for the claim, We may make arrangements to pay claims to Your legal guardian, committee or other qualified representative. Any payment made in good faith will discharge Our liability to the extent of the claim. The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid by other insurance policies for the same loss.

**NOTICE OF CLAIM:** Written notice of claim must be given by either You or someone acting for You to Us or our authorized designee within 20 days after a covered loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the address shown on the Schedule of Benefits or to Our authorized designee.

Under Baggage / Personal Effects Coverage, If Your covered property is lost, stolen or damaged, You must:

- (a) notify Us, or Our Administrator as soon as possible;
- (b) take immediate steps to protect, save and/or recover the covered property;
- (c) give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage; and
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**CLAIM FORMS:** When We receive a notice of claim, We will send You the forms to be used in filing proof of claim. If We or Our designee do not send You these forms within 15 days, You can meet the Proof of Loss requirement by sending Us or Our designee a written statement of the occurrence, nature and extent of the loss within the time allowed for filing Proof of Loss under this Policy.

**PROOF OF LOSS:** You must send Us or our authorized designee proof of loss within 90 days after a covered loss occurs or as soon as reasonably possible.

**OTHER INSURANCE WITH US:** You may be covered under only 1 travel Policy with Us for each Covered Trip. If You are covered under more than 1 such Policy, You may select the coverage that is to remain in effect. In the event of



death, the selection will be made by the beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to physically examine a claimant as often as needed while a claim is pending. We may choose the Physician. We also have the right to have an autopsy performed in the case of death, unless prohibited by law. These will be done at Our expense.

## SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS

The following exclusions apply to Trip Delay, Emergency Accident and Emergency Sickness Medical Expense, Emergency Medical Evacuation and Medically Necessary Repatriation, and Repatriation of Remains, Accidental Death and Dismemberment, Accidental Death and Dismemberment – Common Carrier (Air Only), Baggage Delay.

Loss caused by or resulting from:

1. Pre-Existing Conditions;
2. Commission or the attempt to commit a criminal act by You or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth;
4. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
5. Mental or emotional disorders, unless hospitalized;
6. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
7. Participating in bodily contact sports; skydiving; mountaineering where ropes or guides are normally used; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; spelunking or caving; or rock climbing; or helicopter skiing or extreme skiing;
8. Participation in any military maneuver or training exercise, police service, or any loss while You are in the service of the armed forces of any country;
9. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
10. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
11. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;
12. Services not shown as covered;
13. Cosmetic surgery except for: reconstructive surgery incidental to or following surgery for trauma, or infection or other covered disease of the part of the body reconstructed, or to treat a congenital malformation of a child;
14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You or Your Family Member, whether or not insured;
15. Traveling for the purpose of securing medical treatment;
16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war; or Your participation in any military maneuver or training exercise;
17. Your participation in civil disorder, riot or a felony;
18. Accidental Injury or Sickness when traveling against the advice of a Physician;
19. Care or treatment which is not Medically Necessary;
20. Services not shown as covered; and expenses not approved by the Assistance Company in advance;
21. Care or treatment for which compensation is payable under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation; or
22. Directly or indirectly, the actual, alleged or threatened discharge, dispersal, seepage, migration, escape, release or exposure to any hazardous biological, chemical, nuclear radioactive material, gas, matter or contamination.

The following exclusions apply to Baggage Delay. We will not provide benefits for any loss or damage to:

1. animals;
2. automobiles and automobile equipment; trailers; motors; motorcycles;
3. boats or other vehicles or conveyances; aircraft;

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4. bicycles (except when checked as Baggage with a Common Carrier);
5. eye glasses, sunglasses, contact lenses, artificial teeth and dental bridges, hearing aids, or prosthetic limbs;
6. keys, money, stamps, securities and documents;
7. art objects and musical instruments;
8. consumables including medicines, perfumes, cosmetics, and perishables;
9. professional or occupational equipment or property, whether or not electronic Business Equipment; or
10. property illegally acquired, kept, stored or transported.

Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. breakage of brittle or fragile articles;
3. insects or vermin;
4. inherent vice or damage while the article is actually being worked upon or processed;
5. confiscation or expropriation by order of any government;
6. radioactive contamination;
7. war or any act of war whether declared or not;
8. property shipped as freight or shipped prior to the Scheduled Departure Date.
9. delay or loss of market value;
10. indirect or consequential loss or damage of any kind;
11. theft or pilferage while left unattended in any vehicle if the vehicle is not properly secured;
12. electrical current including electric arcing that damages or destroys electrical devices or appliances; or
13. mysterious disappearance.

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In witness whereof American Modern Home Insurance Company has caused this Policy to be signed by its President and Secretary, at Amelia, Ohio.

**President**

**Secretary**



If Your primary residence is located in one of the states listed below, the following provisions are either added, amended, deleted in their entirety or replaced by the following.

**Alabama**

SECTION II. GENERAL PROVISIONS:

LEGAL ACTIONS. The time period by which a legal action relating to this Policy must be filed is governed by Alabama law.

**Arkansas**

SECTION I. GENERAL DEFINITIONS:

Punitive Damages and Exemplary Damages mean damages imposed to punish a wrongdoer and to deter others from similar conduct.

SECTION II. GENERAL PROVISIONS:

LEGAL ACTIONS: No actions at law or in equity shall be brought to recover on the Policy prior to the expiration of the time allowed by law after Proof of Loss has been furnished in accordance with requirements of this Policy.

**California**

This policy is issued and underwritten by American Modern Home Insurance Company, doing business as American Modern Insurance Company in the State of California.

**Connecticut**

SECTION II. GENERAL PROVISIONS:

SUIT AGAINST US: No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss. MISREPRESENTATION AND FRAUD: Your coverage shall be void if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage. However, after 2 years from the date of enrollment, no misstatements made, during enrollment may be used to void the coverage or deny any claim for loss incurred after the 2 year period.

SUBROGATION: To the extent allowed by law, We, upon making any payment or assuming liability of recovery for You against any person or corporation, may bring an action in Your name to enforce such rights. This provision does not apply to judicial awards of damages.

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

- 2. Commission or the attempt to commit a felony by an Insured, Traveling Companion, or Family Member, whether insured or not;
- 4. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970 as now or hereafter amended, unless prescribed by a Physician for the Insured. Accidental ingestion of a poisonous food substance or accidental consumption of a controlled drug is not excluded;
- 5. Mental, nervous, emotional, or personality disorders in any form whatsoever unless the Insured is hospitalized for 3 consecutive days or more after the Policy Effective Date;

- 14. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane, except as provided elsewhere in this Policy, committed by an Insured, Traveling Companion or Family Member, whether insured or not; unless suicide results in the death of a non-traveling immediate Family Member;
- 17. Civil disorder;

**District of Columbia**

The following sentence is added to page 1: THIS IS A LIMITED BENEFIT POLICY.

SECTION I. GENERAL DEFINITIONS:

“Domestic Partner” means a person, at least 18 years of age, with whom You have been living in a spousal relationship with evidence of cohabitation for at least 6 continuous months prior to the effective date of coverage, or a Domestic Partner registered under the definition of Domestic Partner as defined by D.C. Official Code §32-701(3) and §32-701(4).

**Georgia**

SECTION II. GENERAL PROVISIONS:

MISREPRESENTATION AND FRAUD: Your coverage shall be denied and coverage shall be cancelled if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or false swearing in connection with any of the foregoing.

**Hawaii**

SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:

- 16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

**Illinois**

SECTION I. GENERAL DEFINITIONS:

The following definition is added: Under the Influence of Intoxicants is defined and determined by the laws of the state where the loss or cause of loss was incurred.

SECTION II. GENERAL PROVISIONS:

SUBROGATION: 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. You are 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.

**Kansas**

The following is added to page 1 of the Policy: THIS IS A LIMITED POLICY, PLEASE READ IT CAREFULLY.

SECTION I. GENERAL DEFINITIONS:

“Reasonable and Customary / Reasonable and Customary Charges” mean charges that are based on the most frequently charged fees by Physicians in the same geographical locality for a comparable service or supply. The data for determining Reasonable and Customary charges is updated at least every 6 months actually incurred which do not exceed the maximum

limits shown in the Confirmation of Benefits. We will not cover any expenses provided by another party at no cost to You or already included within the cost of Your Covered Trip.

"Misrepresentation or Fraud" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than 5 years after the time required for giving Proof of Loss.

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a loss, You have committed Misrepresentation or Fraud as defined above.

The following is added to the SUBROGATION provision: This section does not apply to covered expenses for Medical, Surgical, Hospital or Dental treatment.

**ENTIRE CONTRACT - CHANGES:** This Policy, including any attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its 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 LIMIT ON CERTAIN DEFENSES:** After 2 years from the date of issue of this Policy, no misstatements, except fraudulent misstatement, made by the applicant in the application for this Policy shall be used to void the Policy or to deny a claim for Loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2 year period. No claim for injury or Sickness incurred commencing from the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of Loss has existed prior to the Effective Date of coverage of this Policy. Specific description shall mean a disease or physical condition that meets the definition of a "Pre-Existing Condition" as defined in this Policy.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

The following is added to the PAYMENT OF CLAIMS provision: Payment will be paid immediately upon receipt of due written proof of loss.

**Louisiana**

The following applies to all Policy Sections: The term Domestic Partner is deleted wherever used in this Policy.

**SECTION II. GENERAL PROVISIONS:**

The following is added to the MISREPRESENTATION AND FRAUD provision: The fraud or misrepresentation must be made with the intent to deceive and must be material to the risk assumed for avoidance to occur.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

The following is added to the PAYMENT OF CLAIMS provision: Claims will be paid within thirty (30) days of receipt by Our authorized Administrator or Us of satisfactory Proof of Loss.

**PROOF OF LOSS:** You or Your designated representative must furnish Us or Our authorized Administrator, with Proof of Loss. This must be a detailed statement. It must be filed with Our authorized Administrator or Us within ninety (90) days from the date of Loss or as soon as practicable thereafter. Failure to comply with these conditions shall not invalidate any claims under this Policy unless Your or Your designated representative's action or inaction prejudiced Us in the presentation of a Loss or caused Us to incur a Loss.

**Maine**

**SECTION I. DEFINITIONS**

"Actual Cash Value" means replacement cost at the time of the loss, less the value of physical depreciation. Physical depreciation is a value determined by standard business practices.

**SECTION II. GENERAL PROVISIONS:**

**MISREPRESENTATION AND FRAUD:** Your coverage shall be denied or cancelled, whether before or after a Loss, if You have concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You commit fraud or material misrepresentations in connection with this insurance coverage.

**SECTION IV. COVERAGES:**

The following is added to ACCIDENTAL DEATH AND DISMEMBERMENT and ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER – AIR ONLY: Notwithstanding any provisions to the contrary, accidental death and double dismemberment amounts payable under this Policy shall be at least \$2,000; single dismemberment amounts payable under this Policy shall be at least \$1,000.

The following is added to EMERGENCY ACCIDENT AND EMERGENCY SICKNESS MEDICAL EXPENSE: Notwithstanding any provisions to the contrary, the daily benefit for Hospital confinement payable under this Policy shall not be less than \$50 per day and not less than 31 days during any one period of confinement for each person insured under this Policy and will be paid regardless of other coverage.

**SECTION V. CLAIMS PROCEDURES AND PAYMENTS:**

The following is added to the PAYMENT OF CLAIMS Provision: 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 thirty (30) days following receipt by Us of due Proof of Loss. Failure to pay within such period shall entitle You to interest at the rate of 1.5% per month during the continuance of the period for which We are liable. Any balance

remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

**Maryland**

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy within 3 years from the date it accrues.

**MISREPRESENTATION AND FRAUD:** Your coverage may be cancelled mid-term if, whether before or after a Loss, You have concealed or misrepresented any material fact or circumstance in connection with the application, policy or presentation of a claim.

**Minnesota**

**Section II. GENERAL PROVISIONS:**

The following is added to the MISREPRESENTATION AND FRAUD provision: No oral or written misrepresentation made by the insured, or in the insured's behalf, in the negotiation of insurance, shall be deemed material, or defeat or avoid the policy, or prevent its attaching, unless made with intent to deceive and defraud, or unless the matter misrepresented increases the risk of loss.

The following is added to the SUBROGATION provision: This provision does not apply to persons or organizations also insured under this Policy or another Policy issued by Us.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

**NOTICE OF CLAIM:** Notice of claim must be given by the Claimant (either You or someone acting for You) to Us or our authorized designee within 20 days after a covered Loss first begins or as soon as reasonably possible. Notice should include Your name, the Travel Supplier's name and the Policy number. Notice should be sent to Our administrative office, at the address shown on the Confirmation of Benefits or to Our authorized designee.

**Mississippi**

**SECTION II. GENERAL PROVISIONS:**

**LEGAL ACTIONS** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving Proof of Loss.

**ENTIRE CONTRACT:** The Policy, including endorsements and any attached papers constitute the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval is endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its 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 LIMIT ON CERTAIN DEFENSES:** After 2 years from the date of issue of this Policy, no misstatements, except fraudulent misstatement, made by the applicant in the application for this Policy shall be used to void the Policy or to deny a claim for loss incurred or disability (as defined in the Policy) commencing after the expiration of such 2 year period.

**CHANGE OF BENEFICIARY:** The right to change the beneficiary is reserved to You. The consent of the beneficiary shall not be a prerequisite to the surrender of this Policy or to any change of beneficiary, or any other changes to this Policy.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

The following is added to PAYMENT OF CLAIMS: Upon receipt of a written notice of claim, We will furnish any forms required to file a Proof of Loss. If We fail to furnish such forms within 15 days after receipt of notice of claim, the claimant shall be deemed to have complied with Proof of Loss requirements upon submitting written proof of loss covering the occurrence within the timeframe for Proof of Loss outlined in the Policy.

**NOTICE OF CLAIM:** Written notice of claim must be given by the Claimant (either You or someone acting for You) to Our authorized Administrator or Us within 30 days after a covered Loss first begins or as soon as reasonably possible. Notice given by or on behalf of You or the beneficiary to Our authorized Administrator including Your name, the Travel Supplier's name and the Policy number shall be deemed notice to Us. Notice should be sent to Our administrative office, at the address shown on the Confirmation of Benefits or to Our authorized Administrator.

The following is added to the PROOF OF LOSS provisions: Failure to furnish such Proof of Loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

**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.

**PHYSICAL EXAMINATION AND AUTOPSY:** We, or Our designated representative, at their own expense, have the right to have You examined as often as reasonably necessary while a medical claim is pending. We, or Our designated representative, also have the right to have an autopsy performed unless prohibited by law.

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

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

**Missouri**

**SECTION I. GENERAL DEFINITIONS:**

"Dependent Child(ren)" means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is less than age 26 and primarily Dependent on You for support and maintenance.

"Dependent" means lawful spouse and/or unmarried children under 26 years of age.

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 10 years after the time required for giving Proof of Loss.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

The following is added to the PROOF OF LOSS provision: Failure to furnish Proof of Loss within the time required shall not invalidate or reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity later than 1 year from the time proof is otherwise required.

**Montana**

**SECTION I. GENERAL DEFINITIONS:**

"Dependent Child(ren)" means one or more of Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 25; and:

(i) who is not eligible for coverage under a group health plan offered by the child's employer for which the child's premium contribution is no greater than the premium amount for coverage as a dependent under a parent's individual or group health plan; and

(ii) is not a named subscriber, insured, enrollee, or covered individual under any other individual health insurance coverage, group health plan, government plan, church plan, or group health insurance; and

(iii) who is not entitled to benefits under 42 U.S.C. 1395, et seq., and

(iv) for whom the parent has requested coverage; or a child or children of any age who is disabled and dependent upon the parent as provided in 33-22-506 and 33-30-1003.

"Reasonable and Customary/Reasonable and Customary Charges" means actual expenses incurred which do not exceed the maximum limits shown in the Confirmation of Benefits, under each stated benefit.

**SECTION II. GENERAL PROVISIONS:**

**CONTROLLING LAW:** The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this Policy.

**Nevada**

**SECTION I. GENERAL DEFINITIONS:**

The following is added to the definition of Pre-Existing Condition: Such conditions as described here shall continue to be a Pre-Existing Condition until the earlier of the Policy expiration date or 12 consecutive months beginning with the effective date of coverage.

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

Exclusion 4. is deleted in its entirety.

**North Carolina**

**SECTION I. GENERAL DEFINITIONS:**

The definition of Hospital is revised by the addition of the following: Hospital also means:

1. 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).

2. 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.

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss. The SUBROGATION provision is deleted in its entirety.

**North Dakota**

**SECTION I. DEFINITIONS:**

"Dependent" means a lawful spouse or Domestic Partner and/or unmarried children, including an unmarried child, stepchild, legally adopted child or foster child who is: (1) under age twenty-three and primarily dependent on You for support and maintenance; or (2) who at least 23 but less than age 26 and who regularly attends an accredited school or college, and who is primarily dependent on You for support and maintenance.

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

**Oregon**

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

4. Expenses incurred as a result of being under the influence of drugs or intoxicants, as determined by the legal level of intoxication, unless prescribed by a physician;

16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

**South Dakota**

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 6 years after the time required for giving Proof of Loss.

**Section VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

- 2. Commission of a felony by You, Your Traveling Companion, or Family Member, whether insured or not;
- 4. Expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony;
- 21. Care or treatment for which compensation is paid under Worker's Compensation Law, any Occupational Disease law; the 4800 Time Benefit plan or similar legislation;

**Tennessee**

The following is added to page 1 of the Policy: This Policy is Underwritten By: American Modern Home Insurance Company / 7000 Midland Blvd / Amelia, OH 45102-2607 / 800-543-2644.

**SECTION I. GENERAL DEFINITIONS:**

"Accident" means an unexpected and unintended event, which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

"Dependent Child(ren)" means Your children, including an unmarried child, stepchild, legally adopted child or foster child who is: less than age 24 and primarily dependent on You for support and maintenance; or who is at least age 24 and who regularly attends an institution of learning; and who is primarily dependent on You for support and maintenance.

"Emergency Sickness" means an illness or disease, diagnosed by a legally licensed Physician, which meets all of the following criteria: there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; the severe or acute symptom occurs suddenly and unexpectedly; and the severe or acute symptom occurs while coverage is in force as to You suffering the symptom and during Your Covered Trip. Emergency Sickness also includes a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to potentially result in: (a) placing the person's health in serious jeopardy; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part.

**SECTION II. GENERAL PROVISIONS:**

**SUIT AGAINST US:** No legal action for a claim can be brought against Us until 60 days after We receive Proof of Loss. No legal action for a claim can be brought against Us unless there has been full compliance with all of the terms of this Policy and no more than 3 years after the time required for giving Proof of Loss.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

The following is added to Notice of Claim: A claim form will be sent to You within 15 days of Our receipt of Your Notice of Claim. If such form is not furnished within fifteen (15) days after the giving of such notice, You shall be deemed to have complied with the requirements of this 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. The fully completed claim form must be returned to Us or our Administrator with:

- 1. Written proof of loss.
- 2. Any other documentation that We may reasonably request.

All these required items, including the claim form, must be postmarked within 90 days or as soon as reasonably possible of the date of loss. Otherwise, the claim may be denied.

**PROOF OF LOSS:** You must send Us, or Our designated representative, Proof of Loss within 180 days or as soon as reasonably possible after a covered loss occurs. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than 1 year from the time proof is otherwise required.

**Utah**

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

**PROOF OF LOSS:** You or Your designated representative must furnish Us or Our authorized Administrator Proof of Loss within ninety (90) days from the date of Loss unless You can show it was not reasonably possible to submit Your claim within ninety (90) days. This must be a detailed statement. Failure to file the Proof of Loss within ninety (90) days does not invalidate the claim if You can show it was not reasonably possible to file it within ninety (90) days.

**Washington**

**SECTION II. GENERAL PROVISIONS:**

**MISREPRESENTATION AND FRAUD:** Your coverage shall be void if, whether before or after a Loss, You have intentionally concealed or misrepresented any material fact or circumstance concerning the Policy or the subject thereof, or Your interest therein, or if You intentionally commit fraud or intentional material misrepresentations in connection with this insurance coverage.

**SECTION III. ELIGIBILITY AND PERIOD OF COVERAGE:**

**EFFECTIVE DATE AND POLICY TERM:** The Effective Date of Your Policy is shown in the Confirmation of Benefits and remains in effect for the stated term shown in the Confirmation of Benefits.

**SECTION VI. GENERAL LIMITATIONS AND EXCLUSIONS:**

16. War, invasion, acts of foreign enemies, hostilities between nations (whether declared or not), civil war;

**Wisconsin**

**SECTION II. GENERAL PROVISIONS:**

**SUBROGATION:** To the extent We pay for a Loss suffered by You, We will take over the rights and remedies You had relating to the Loss. This is known as subrogation. You must help Us to preserve Our rights against those responsible for the Loss. This may involve signing any papers and taking any other steps We may

reasonably require. If We take over Your rights, You (or Your designated representative if a minor) must sign an appropriate subrogation form supplied by Us. We will not retain any payments until You have been made whole, taking into account comparative negligence, with regard to any claim payable under the Policy.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT:**

**PROOF OF LOSS.** You or Your designated representative must furnish Us or Our authorized Administrator, with Proof of Loss. This must be a detailed statement. It must be filed with Our authorized Administrator or Us within 1 year or as soon as

reasonably possible of the date of loss. Otherwise, the claim may be denied.

**Wyoming**

**SECTION II. GENERAL PROVISIONS:**

**LEGAL ACTIONS:** No actions at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with requirements of this Policy. No such action shall be brought after expiration of forty-eight (48) months after the date of discovery.

**AMERICAN MODERN INSURANCE GROUP**  
**PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES**

The companies of the American Modern Insurance Group (“American Modern”) respect you and your right to privacy. We value your trust. So, we want you to know our policies and procedures that protect the privacy of your Nonpublic Personal Information (NPI). We also want you to know your rights regarding NPI that we receive about you. Thirdly, we want you to know how we gather NPI about you and how we protect its privacy.

In the course of doing business, we receive NPI related to insurance products and services we provide. These products and services are primarily for personal, family and household purposes. We currently do not share your NPI with any third parties not affiliated with American Modern except as required or permitted by law. We have no intention of doing so without proper authorization from you.

The terms of this Notice apply to individuals who inquire about or obtain insurance from one of the American Modern companies. We will send current policyholders a copy of our most recent Privacy Notice and Notice of Information Practices. We will do so at least annually. We will also send you a Notice if we make changes affecting your rights under our privacy policy. We reserve the right to modify or supplement our privacy policy at any time in accordance with applicable law. This Notice applies to current and former customers of American Modern. This Notice does not in any way affect your insurance coverage. You can find this Notice online on our Web site at [www.amig.com](http://www.amig.com).

**I. WHAT KIND OF INFORMATION WE COLLECT ABOUT YOU**

We get most of our NPI about you directly from insurance applications and other forms that you or your insurance representative provide to us. Some examples of NPI include your name, address, income level, Social Security number and certain other financial information. Often, the NPI you provide to your insurance representative at the time you apply gives us everything we need to evaluate you or your property for insurance purposes. But, there are times when we may need more NPI or may need to verify NPI that you have provided. In those cases, we may obtain NPI from outside sources. We will do so at our own expense.

It is common for an insurance company or other financial services company to contact independent sources. Such sources verify and supplement NPI given on an application for insurance or other financial services products. There are many such independent companies. These are commonly called “consumer reporting agencies”. They are in the business of providing independent NPI to insurance companies. We will treat the NPI we receive about you from independent sources according to the terms of this Notice.

You have the right to contact any of the agencies we have used to prepare a report on you. If you wish, please submit your request in writing to the address shown below. Upon our receipt of your written request, we will provide you with the name and address of any agency used to prepare a report on you. Please note that your request must follow the procedures outlined under Sections V and VI below.

Once you become a customer of ours, our records on you may contain NPI about our experiences and transactions with you. Such NPI may include coverage, premiums and payment history. It may also include any claims you make under your policy. Any NPI that we collect in connection with a claim will be kept in accordance with this Privacy Notice. We will keep NPI collected by a claims representative and any police or fire report. We may, though, give NPI about claims to one or more insurance support organizations or another insurer. We may do so to underwrite a risk properly. We may also do so to prevent or prosecute fraud, or to detect criminal activity. We may also obtain NPI about you from a report prepared by an insurance support organization. The NPI may be kept by the support organization and provided to other persons.

Each American Modern company may disclose NPI about you to an affiliate regarding its transactions and experiences with you for marketing purposes without obtaining prior authorization. The law does not allow customers to restrict this disclosure. Such NPI may include your payment and claims history. We do not currently share other credit-related NPI about you, except as allowed or required by law.

## **II. WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU**

We will keep NPI we have about you in our insurance policy or other records. We will refer to and use that NPI in order to issue and service insurance policies and other financial products. We will also use it to settle claims. Generally, we will not disclose NPI about you in our records to any organization not affiliated with American Modern without your prior permission. But, we may, as allowed by law, share NPI about you contained in our records with certain persons or organizations that are not affiliated with American Modern such as:

- your insurance representative;
- medical professionals;
- other insurance companies, agents or consumer reporting agencies as NPI is needed in connection with any insurance application, policy or claim involving you;
- our affiliated companies;
- persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- persons or organizations who use the NPI to perform a business, professional or insurance function for us;
- persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual NPI may be identified in any research study report;
- adjusters, appraisers, auditors, investigators and attorneys;
- persons or organizations that perform services, functions or marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; and
- a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

### **Health Information**

Except as allowed or required by law, we will not use or share any personally identifiable health information about you, other than as follows. We will use such information to underwrite or administer your policy, claim or account, or in a manner as previously disclosed to you by us when we collected it. The above will not apply if we have obtained your written consent to share information.

## **III. RESPONSIBILITIES OF OTHER PARTIES**

This Notice applies only to the American Modern companies. It does not necessarily reflect the privacy standards of other financial institutions or independent agents with whom you do business. Their privacy policies and information practices govern how they collect, use and disclose NPI about you. As described above, we may disclose your nonpublic personal financial or health information to third parties. When we do so, we will require them to use such NPI only for its intended purpose in accordance with applicable law.

## **IV. WHO HAS ACCESS TO YOUR INFORMATION IN OUR RECORDS**

At present, American Modern uses a system of passwords and other physical, electronic and procedural safeguards to protect your NPI. They are designed to protect confidentiality, limit access, and prohibit unlawful disclosure of your NPI. We train our employees about the policies and rights provided under this Notice. We also train them on the importance of protecting customer NPI. Employees who violate our policy in any way are subject to being disciplined. This could include actions up to and including termination of employment. Also, we evaluate our information security practices relevant to changes in technology. We will do so to determine ways to increase the protections outlined above.

## **V. HOW YOU CAN REVIEW RECORDED INFORMATION WE HAVE ABOUT YOU**

### **Access to Information**

You have the right to review and receive most of the NPI we collect about you. As permitted or required by law, some legal and medical documents will not be provided. To access your NPI, please submit a notarized request to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier. We will let you know the nature and substance of

the NPI about you in our files. We will tell you with whom we have shared the information in the last two years. We will identify the source of the information if the source is an institutional one.

### **Correction of Information**

If you believe your NPI is incorrect, please send a notarized request for correction to the address shown in Section VI. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier.

If we agree with you, we will correct the NPI and notify you of the correction. We will notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person. We will also provide the corrected information to any insurance support organization to which we have provided your NPI within the last seven years.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is incorrect. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we have disclosed the disputed NPI to that person in the past two years.

### **VI. HOW TO CONTACT US**

Once you have read this, if you have any questions about our privacy policy or the NPI kept in our records about you, please write to us at the address shown below:

AMERICAN MODERN INSURANCE GROUP  
7000 Midland Boulevard  
Amelia, Ohio 45102-2607  
Attn: Privacy Compliance Office

The American Modern Insurance Group's Privacy Notice and Notice of Information Practices are provided on behalf of the following companies:

- American Modern Insurance Group, Inc.
- American Family Home Insurance Company d/b/a in California AFH Insurance Company
- American Modern Home Insurance Company d/b/a in California American Modern Insurance Company
- American Modern Home Service Company
- American Modern Insurance Company of Florida, Inc.
- American Modern Lloyds Insurance Company
- American Western Home Insurance Company
- American Southern Home Insurance Company
- American Modern Select Insurance Company
- American Modern Surplus Lines Insurance Company
- Lloyds Modern Corporation
- Marbury Agency, Inc.
- Midwest Enterprises, Inc.
- Modern Life Insurance Company of Arizona, Inc.
- The Atlas Insurance Agency, Inc.
- Copper Leaf Research
- Arkansas Life Insurance Company
- Union Life Insurance Company
- Ouachita Life Insurance Company
- Capital Life & Accident Insurance Company
- Hyneman Life Corporation
- First Marine Insurance Company