



**APRIL TRAVEL PROTECTION**  
**STA Travel – Standard International Student – Travel Insurance Policy**  
**Underwritten by American Modern Home Insurance Company**

**SCHEDULE OF BENEFITS**

**We will provide the coverage described in this policy and listed below.**

BENEFITS	LIMITS
<b>TRAVEL</b>	
TRIP CANCELLATION	TRIP COST*
TRIP INTERRUPTION	100% OF THE TRIP COST LIMIT
SINGLE OCCUPANCY	TRIP COST*
ADVENTURE SPORTS	COVERED
TRIP DELAY - MINIMUM 6 HOURS DELAY	\$150 PER DAY - MAXIMUM OF \$500
<b>ACCIDENT &amp; HEALTH</b>	
ACCIDENT OR SICKNESS MEDICAL EXPENSE	\$100,000   DEDUCTIBLE: \$0 EMERGENCY DENTAL ONLY: \$750
ADVENTURE SPORTS	COVERED
ACCIDENTAL DEATH AND DISMEMBERMENT	PRINCIPAL SUM: \$20,000
ACCIDENTAL DEATH AND DISMEMBERMENT – COMMON CARRIER (AIR ONLY)	PRINCIPAL SUM: \$50,000
<b>EMERGENCY TRAVEL</b>	
EMERGENCY MEDICAL EVACUATION	\$250,000
BEDSIDE TRAVELING COMPANION	INCLUDED
RETURN INSURED HOME	INCLUDED
RETURN MINOR CHILD	INCLUDED
TRANSPORTATION OF SPOUSE OR PARTNER	INCLUDED
REPATRIATION OF REMAINS	\$100,000
<b>PROPERTY COVERAGES</b>	
BAGGAGE DELAY - MINIMUM 24 HOURS DELAY	\$500
BAGGAGE/PERSONAL EFFECTS	\$1,500   DEDUCTIBLE: \$0 PER ITEM: \$250, DESCRIBED VALUABLES: \$500
*UP TO THE LESSER OF THE TRIP COST PAID OR THE NON-REFUNDABLE CANCELLATION PENALTY(IES) IMPOSED BY THE TRAVEL SUPPLIER(S).	

**FOURTEEN DAY FREE LOOK**

You may cancel insurance under the Policy by giving Us or Our Administrator written notice within 14 days from the Effective Date. If You do this, We will refund Your premium paid provided You have not filed a claim under the 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.

**"Adventure Sports"** means leisure and non-professional sports activities in: mountain climbing up to 15,000 feet, scuba diving for Qualified Divers up to a maximum depth of 40 meters (131 feet) and for Unqualified Divers up to a maximum depth of 30 meters (98 feet), white or black water rafting (Grades 1-4), back country or off-trail skiing or snowboarding (except as designated unsafe by the resort management), helicopter skiing, extreme skiing or snowboarding.

**"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.

**"Bankruptcy"** means the filing of a petition for voluntary or involuntary Bankruptcy in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the United States Bankruptcy Code 11 U.S.C. Subsection 101 et seq.

**"Business 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.

**"Business Partner"** means an individual who: (a) is involved in a legal partnership; and (b) is actively involved in the day to day management of the business.

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

**"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) the trip has defined Departure and Return dates.

**"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.



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**“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.

**“Family Member”** means You or Your Traveling Companion's legal or common law spouse, Domestic Partner, Yours or Your Domestic Partner's Dependent Child(ren), caregiver, parent, legal guardian, step-parent, grandparent, parents-in-law, grandchild, natural or adopted child, foster child, ward, step-child, children-in-law, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

**“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 or a Traveling Companion is 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; or
- (d) Severe storms that cause a route closing validated by the National Weather Service records and local Department of Transportation records.

**“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 mean 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.

**“Payments or Deposits”** means the cash, check, or credit card amounts actually paid for Your Covered Trip. Certificates; vouchers; frequent traveler rewards, miles or points; discounts and/or credits applied (in part or in full) towards the cost of Your Covered Trip are not Payments or Deposits as defined herein.

**“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 of Benefits, the Schedule of Benefits, and any endorsements, riders or amendments that will attach during the period of coverage.



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**"Pre-Existing Condition"** means any Accidental Injury, Sickness or condition of You, Your Traveling Companion, 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.

**"Qualified Diver"** means a diver that is certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

**"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.

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

**"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(s)"** means person(s) named and traveling under the same reservation as You, person(s) booked to accompany You on Your Covered Trip, person(s) sharing travel arrangements with You, or a person or persons with whom You have coordinated travel arrangements and intend to travel with You during the 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.

**"Unqualified Diver"** means a diver who is not certified by a recognized scuba diving authority such as the Professional Association of Diving Instructors.

## SECTION II. GENERAL PROVISIONS

The following provisions apply to all coverages:

**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.



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**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.

**CANCELLATION**

**Cancellation by the Insured:**

You have the right to cancel the Policy at any time by giving advance notice to Our Administrator or Us (stating when thereafter the cancellation shall be effective). We will refund any unearned premium to You within 10 days of cancellation.

**Cancellation by Us:**

This is a single pay, single term, non-renewable Policy. We have no unilateral right to cancel this Policy after the Effective Date of coverage.

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

**ELIGIBILITY:** Each Insured must enroll for his or her own insurance and pay any premium due. If accepted by Us, each person will become an Insured.

**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.

**When Your coverage for Benefits Begins:**

Subject to payment of any premium due:

- (a) For Trip Cancellation: Coverage begins at 12:01 A.M. local time, at Your location on the day after the required premium for such coverage is received by Us or Our Administrator as shown in the Confirmation of Benefits. Coverage ends at the point and time of departure on Your Scheduled Departure Date.
- (b) For Trip Delay: Coverage is in force while en route to and from the Covered Trip.
- (c) 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 neither the Travel Supplier nor You have control, Your term of coverage shall be automatically adjusted in accordance with Your or the Travel Supplier's notice to Us of the delay or change.

**When Your Coverage Ends:**

Coverage is effective for the stated term shown in Your Confirmation 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) if You extend the return date, coverage will terminate at 11:59 P.M., local time, at Your location on the Scheduled Return Date;
- (e) the date You cancel Your Covered Trip.

**EXTENDED COVERAGE:**

All coverage under the Policy will be extended, if:

- (a) Your entire Covered Trip is covered by the Policy; and
- (b) Your return is delayed by covered reasons specified under Trip Cancellation, Trip Interruption or Trip Delay.



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If coverage is extended for the above reasons, coverage will end on the earlier of: (a) the date You reach Your return destination; or (b) 7 days after the date the Covered Trip was scheduled to be completed.

#### SECTION IV. COVERAGES

##### **TRIP CANCELLATION**

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from taking Your Covered Trip due to any of the Unforeseen Events listed below.

We will pay You for the following:

- (a) The amount of forfeited, non-refundable, and unused Payments or Deposits that You paid for the Covered Trip, or change fees incurred in place of full penalties.
- (b) Additional cost incurred if the Travel Supplier cancels Your Covered Trip for a covered reason and You elect to replace that Travel Supplier with a different Travel Supplier.
- (c) Non-refundable cancellation charges imposed by the Travel Supplier(s).
- (d) Airfare cancellation charges for flights arranged by the Travel Supplier in connection with Your Covered Trip.
- (e) If Your Travel Supplier cancels Your Covered Trip, We will pay up to \$100.00 for the reissue fee charged by the airline for the tickets. You must have covered the entire cost of the Covered Trip including the airfare.
- (f) If You used frequent traveler awards (frequent flyer miles or Hotel/Motel rewards) for any part of a Covered Trip, We will pay the fees incurred by You for re-depositing those awards in Your account if the Covered Trip is canceled for any of the Unforeseen Events listed below. This does not increase the total benefits payable under this Trip Cancellation benefit as stated in the Schedule of Benefits.

In no event shall the amount We pay exceed the lesser of the amount You prepaid for the Covered Trip or the maximum benefit shown on the Confirmation of Benefits.

**SPECIAL CONDITIONS:** You must advise the Travel Supplier and Us as soon as possible in the event of a claim. We will not pay benefits for any additional charges incurred that would not have been charged had You notified the Travel Supplier and Us as soon as reasonably possible.

##### **TRIP INTERRUPTION**

We will pay a benefit, up to the maximum shown on the Schedule of Benefits, if You are prevented from continuing or resuming Your Covered Trip due to any of the Unforeseen Events listed below.

We will pay for the following:

- (a) Unused, non-refundable travel arrangements prepaid to the Travel Supplier(s).
- (b) Additional Transportation expenses incurred by You.
- (c) Up to the maximum shown in the Schedule of Benefits for the airfare paid, less the value of applied credit from an unused return travel ticket, to reach the original destination if You are delayed and leave after the Scheduled Departure Date, or return You to the return destination of the Covered Trip as specified in the original travel documents from the point where You interrupted the Covered Trip, or rejoin the Covered Trip from the point where You interrupted the Covered Trip.
- (d) If You used frequent traveler awards (frequent flyer miles or Hotel rewards) for any part of a Covered Trip, We will pay the fees incurred by You for re-depositing those awards in Your account if the Covered Trip is interrupted for any of the Unforeseen Events listed below.
- (e) Return air travel up to the lesser of the cost of an economy flight or the amount shown in the Schedule of Benefits.

In no event shall the amount We pay exceed the lesser of the amount You prepaid for the Covered Trip or the maximum benefit shown on the Schedule of Benefits.



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**For Trip Cancellation or Trip Interruption, Unforeseen Events Include:**

1. Accidental Injury, Sickness or death of You, Your Traveling Companion, Your Family Member, or Your Business Partner; which results in medically imposed restrictions as certified by a Physician at the time of loss preventing Your participation or continued participation in the Covered Trip. A Physician must advise cancellation of the Covered Trip on or before the Scheduled Departure Date.
2. You or Your Traveling Companion are not medically able to receive the required immunizations for entry into any country of destination, provided that such requirement was not in place at the time of the Effective Date of Trip Cancellation coverage.
3. You will be attending a Family Member's childbirth as long as the pregnancy occurs after Your Effective Date of coverage and can be verified by medical records.
4. You or Your Traveling Companion, legally adopt a Child and the date of the placement or adoption falls during the Covered Trip.
5. Inclement weather, Natural Disaster, or Terrorist Attack which results in the complete cessation of travel services at the point of departure or destination for at least 48 consecutive hours.
6. Strike that causes complete cessation of services of Your Common Carrier for at least 48 consecutive hours.
7. You and/or Your Traveling Companion are hijacked; quarantined; required to serve on a jury; subpoenaed; required to appear as a witness in a legal action, provided You are or Your Traveling Companion are not a party to the legal action or appearing as a law enforcement officer; the victim of felonious assault; having Your principal place of residence made uninhabitable by fire, flood or other Natural Disaster; or burglary of Your principal place of residence within 10 days of departure.
8. Mandatory evacuation ordered by local authorities at Your final destination due to hurricane or other Natural Disaster. You must have 50% of Your total Covered Trip length or less remaining on the Covered Trip, at the time the mandatory evacuation ends, in order to cancel the Covered Trip. This benefit only applies if purchased within 14 days of the initial Covered Trip payment.
9. Natural Disaster or documented man-made disaster at the site of Your destination which renders Your accommodations at Your destination uninhabitable.
10. If within 14 days of Your departure, a politically motivated Terrorist Attack occurs within a 50 mile radius of the territorial City limits of the City to be visited as shown in Your itinerary, and if the United States government issues a travel advisory indicating that Americans should not travel to a City named on the itinerary.
11. Your transfer by the employer with whom You are employed on the Effective Date of insurance which requires Your principal residence to be relocated.
12. You are terminated, or laid off from employment, from a place of employment for which You have been employed for the past 1 consecutive year.
13. A documented theft of passports or visas. Documented means that You have reported the theft to the local authorities.
14. You or Your Traveling Companion being directly involved in a traffic Accident substantiated by a police report, while en route to departure.
15. You, or Your Traveling Companion or Family Member, who are military personnel, are called to emergency duty due to a Natural Disaster other than war, military duty within 30 days of departure, or You have Your leave revoked or You are redeployed.
16. The primary or secondary school where You or Your Traveling Companion attend(s) must extend its operating session beyond the pre-defined school year, due to Unforeseen Events commencing during the Policy effective period, and the travel dates for the Covered Trip fall within the period of the school year extension. Extensions due to extra-curricular or athletic events are not covered.
17. You or Your Traveling Companion are required to take an academic or professional examination on a date that has been fixed after the Effective Date of coverage, and that date falls during the Covered Trip.
18. Bankruptcy and/or Default of Your Travel Supplier which occurs more than 14 days following Your Effective Date. Coverage is not provided for the Bankruptcy or Default of the travel agent or Travel Supplier that solicited this protection plan and from whom You purchased Your Land/Sea Arrangements. Your Scheduled Departure Date must be no more than 16 months beyond Your Effective Date. Benefits will be paid due to Bankruptcy or Default of an airline only if no alternate Transportation is available. If alternate Transportation is available, benefits will be limited to the change fee charged to allow You to transfer to



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another airline in order to get to Your intended destination. This coverage only applies if the Policy was purchased within 14 calendar days of initial Trip payment.

**SINGLE OCCUPANCY**

We will pay You , up to the maximum shown on the Schedule of Benefits, for the additional cost incurred during the Covered Trip as a result of a change in the per person occupancy rate for prepaid travel arrangements if a person booked to share accommodations with You has his or her Covered Trip delayed, canceled, or interrupted for a covered reason and You do not cancel Your Covered Trip.

**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 6 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 (meals, accommodations, local Transportation, and telephone calls);
- (c) an economy fare from the point where You ended Your Covered Trip to a destination where You can resume Your Covered Trip;
- (d) a one-way economy fare to return You to Your originally scheduled return destination.

We will pay the daily benefit shown in the Schedule of Benefits for up to the maximum number of days shown.

**ACCIDENT OR SICKNESS MEDICAL EXPENSE**

We will pay Reasonable and Customary Charges up to the limit shown on the Schedule of Benefits, if You incur necessary Covered Medical Expenses as a result of an Accidental Injury or Sickness which occurs during the Covered Trip. You must receive initial treatment for Accidental Injuries or Sickness while on the Covered Trip.

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

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 pay benefits, up to \$750.00, for emergency dental treatment for Accidental Injury to sound natural teeth.

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 Sickness.

**ADVENTURE SPORTS COVERAGE – ACCIDENT MEDICAL EXPENSE**

Benefits will be paid up to the limit shown in the Schedule of Benefits, if You suffer an Accidental Injury while participating in any of the following sports: mountain climbing up to 15,000 feet, scuba diving for Qualified Divers up to a maximum depth of 40 meters (131 feet) and for Unqualified Divers up to a maximum depth of 30 meters (98 feet), white or black water rafting (Grades 1-4), back





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country or off-trail skiing or snowboarding (except as designated unsafe by the resort management), helicopter skiing, extreme skiing or snowboarding.

**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 365 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**

<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
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%
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;
- (d) thumb and index finger means actual severance through or above the joint that meets the finger at the palm.

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 365 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 365 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.



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<b>Loss of:</b>	<b>Percentage of Principal Sum:</b>
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%
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.

**EMERGENCY MEDICAL EVACUATION**

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 Expense, We will pay, subject to the limitations set out herein, for expenses:

- (a) To return to where You reside, with an attendant if necessary, any of Your Dependent Children and any minor persons under Your care who were accompanying You when the Accidental Injury or Sickness occurred and were left alone. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel tickets per person.



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- (b) 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, including reasonable, additional meals and lodging not to exceed \$200 per day.
- (c) To return You from the medical facility to which You were evacuated to Your return destination via Common Carrier, within 1 year from Your original Covered Trip completion date. Commercial airfare costs will be in the same class of service as Your original airline tickets, or in business or first class if Medically Necessary due to Your medical requirements upon the discharge, less refunds from Your unused Transportation tickets.

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.

**Transportation of Spouse or Domestic Partner:** If You are confined to the Hospital for more than 7 days or if the attending Physician certifies that due to Your Accidental Injury or Sickness, You will be required to stay in the Hospital for more than 7 consecutive days, or if You die on the Covered Trip and require Repatriation of Remains, We will return Your spouse or Domestic Partner to Your primary residence. Our payment will not exceed the cost of a single one-way economy airfare ticket, less the value of applied credit from any unused return travel ticket.

**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.

**BAGGAGE DELAY**

We will pay You, 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 24 hours, while on a Covered Trip.

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.

**BAGGAGE/PERSONAL EFFECTS**

We will pay You up to the maximum shown on the Schedule of Benefits, for loss, theft or damage to Baggage and personal effects, provided You, Your Traveling Companion or Your Family Member has taken all reasonable measures to protect, save and/or recover the property at all times. The Baggage and personal effects must be owned by and accompany You during the Covered Trip. If You have checked Your Baggage with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

There is a per article limit of \$250. There is a combined maximum limit of \$500 for the following: jewelry; watches; articles consisting in whole or in part of silver, gold or platinum; furs; articles trimmed with or made mostly of fur; sports equipment; personal computers; radios; cameras; camcorders and their accessories and related equipment; and other electronic items.

We will pay You for fees associated with the replacement of Your passport during Your Covered Trip. Receipts are required for reimbursement.



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

We will pay the lesser of the following:

- (a) Actual Cash Value, as determined by Us, at time of loss, theft or damage to Baggage and Personal Effects; or
- (b) the cost of repair or replacement.

**SECTION V. CLAIMS PROCEDURES AND PAYMENT**

All benefits will be paid in United States Dollars. The following provisions will apply to all benefits except Baggage Delay and Baggage / Personal Effects

**PAYMENT OF CLAIMS:** We, or Our authorized designee, will pay a claim after receipt of acceptable Proof of Loss.

Benefits for Loss of life are payable to Your beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the following surviving beneficiaries in the order shown:

- (a) Your spouse;
- (b) Your child or children jointly;
- (c) Your parents jointly if both are living or the surviving parent if only 1 survives;
- (d) Your brothers and sisters jointly; or
- (e) Your estate.

All other 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 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 Schedule of Benefits or to Our authorized designee.

**PROOF OF LOSS:** The Claimant must send Our authorized Administrator or Us 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.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of Loss and the value involved to Us.



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**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.

The following provisions apply to Baggage Delay and Baggage/Personal Effects coverages:

**NOTICE OF LOSS:** 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;
- (d) notify the police or other authority in the case of robbery or theft within 24 hours.

**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 90 days from the date of Loss. Failure to comply with these conditions shall invalidate any claims under the Policy.

**SETTLEMENT OF LOSS:** Claims for damage and/or destruction shall be paid after acceptable proof of the damage and/or destruction is presented to Us and We have determined the claim is covered. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. You must present acceptable proof of Loss and the value involved to Us.

**DISAGREEMENT OVER SIZE OF LOSS:** If there is a disagreement about the amount of the Loss either You or We can make a written demand for an appraisal. After the demand, You and We will each select Our own competent appraiser. After examining the facts, each of the 2 appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by You is paid by You. We will pay the appraiser We choose. You will share equally with Us the cost for the arbitrator and the appraisal process.

**BENEFIT TO BAILEE:** This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

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

The following exclusions apply to Trip Cancellation, Trip Interruption, Single Occupancy, Trip Delay, Accident or Sickness Medical Expense, Accidental Death and Dismemberment, Accidental Death and Dismemberment – Common Carrier Air Only, Emergency Medical Evacuation, Repatriation of Remains, Baggage Delay, Baggage / Personal Effects.

Loss caused by or resulting from:

1. Pre-Existing Conditions as defined in the Definitions section, unless: a) the Policy is purchased within 24 hours of Your final payment for the Covered Trip; b) the booking for the Covered Trip must be the first and only booking for this travel period and destination; and c) You are not disabled from travel at the time You pay the premium;
2. Commission or the attempt to commit a criminal act by You, Your Traveling Companion, or Your Family Member, whether insured or not;
3. Dental treatment except as a result of an Accidental Injury to sound natural teeth;
4. Pregnancy and childbirth (except for Complications of Pregnancy) except if hospitalized;
5. Expenses incurred as a result of being under the influence of drugs or intoxicants, unless prescribed by a Physician;
6. Mental or emotional disorders, unless hospitalized;
7. Participating in bodily contact sports; skydiving; hang gliding; parachuting; any race by horse, motor vehicle, or motorcycle; bungee cord jumping; spelunking or caving; or rock climbing;
8. Participation as a professional athlete; participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;



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9. 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. Orders to active military service for training purposes of 2 months or less will not constitute service in the armed forces. Upon notice to Us of entering the armed forces, We will return to You pro-rata any premium paid, less any benefits paid, for any period during which You are in such service;
10. Participation in non-professional, organized amateur or interscholastic athletics or sports competitions or events;
11. Piloting or learning to pilot or acting as a member of the crew of any aircraft;
12. Services not shown as covered;
13. Care or treatment which is not Medically Necessary;
14. 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;
15. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eye glasses or contact lenses;
16. Curtailment or delayed return for other than covered Unforeseen reasons;
17. Any failure of a provider of travel related services (including any Travel Supplier) to provide the bargained-for travel services or to refund money due You;
18. Suicide, attempted suicide or any intentionally self-inflicted injury while sane or insane (in Colorado and Missouri, sane only) committed by You, Your Traveling Companion or Your Family Member, whether or not insured;
19. Traveling for the purpose of securing medical treatment;
20. Expenses for Custodial Care, whether recommended by a Physician or not;
21. Accidental Injury or Sickness when traveling against the advice of a Physician;
22. Venereal disease or syphilis or other sexually transmitted disease;
23. Tuberculosis, Severe Acute Respiratory Syndrome or other chronic airborne pathogen;
24. Travel to Iraq or Afghanistan, or any country subject to a current travel warning issued by the United States Department of State;
25. 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;
26. Your participation in civil disorder, riot or a felony;
27. 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.

The following exclusions apply to Baggage Delay, and Baggage / Personal Effects. We will not provide benefits for any loss or damage to:

1. animals;
2. automobiles and automobile equipment, boats or other vehicles or conveyances; trailers, motors, motorcycles, or aircraft;
3. bicycles (except when checked as Baggage with a Common Carrier);
4. eye glasses, sunglasses or contact lenses;
5. artificial teeth and dental bridges; hearing aids; prosthetic limbs;
6. keys, money, stamps, securities and documents; tickets;
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.

The following exclusions apply to Baggage Delay, and Baggage / Personal Effects. Any loss caused by or resulting from the following is excluded:

1. wear and tear or gradual deterioration;
2. insects or vermin;
3. inherent vice or damage while the article is actually being worked upon or processed;
4. confiscation or expropriation by order of any government;



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5. radioactive contamination;
6. war or any act of war whether declared or not;
7. property shipped as freight or shipped prior to the Scheduled Departure Date.
8. delay or loss of market value;
9. indirect or consequential loss or damage of any kind;
10. theft or pilferage while left unattended in any vehicle if the vehicle is not property secured;
11. electrical current including electric arcing that damages or destroys electrical devises or appliances;
12. mysterious disappearance;
13. confiscation or expropriation by order of any government.

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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.

A handwritten signature in black ink, appearing to read "Michael J. Riis".

**President**

A handwritten signature in black ink, appearing to read "Charles S. Ruppert".

**Secretary**



## AMERICAN MODERN HOME INSURANCE COMPANY TRAVEL INSURANCE POLICY – STATE EXCEPTIONS

If You live 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.

#### MISREPRESENTATION AND FRAUD:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof. 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.

### 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.

Purchase of Travel Insurance is not required in order to purchase any other product or service offered by the travel retailer. This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverage. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

### Colorado

#### SECTION I. GENERAL DEFINITIONS:

Family Member also means a person related to the individual named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child.

The following definition is added:

"Spouse" means a spouse or party to a civil union recognized under Colorado law.

### 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;
5. 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;
6. 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;
18. 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;
26. 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).





## AMERICAN MODERN HOME INSURANCE COMPANY TRAVEL INSURANCE POLICY – STATE EXCEPTIONS

### 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:

25. 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.



## AMERICAN MODERN HOME INSURANCE COMPANY TRAVEL INSURANCE POLICY – STATE EXCEPTIONS

### 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. GENERAL DEFINITIONS:

The definition of Actual Cash Value is deleted in its entirety and replaced with the following:

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: 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:

25. 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.

#### NOTICE CONCERNING POLICYHOLDER RIGHTS IN AN INSOLVENCY UNDER THE MINNESOTA INSURANCE GUARANTY ASSOCIATION LAW

The financial strength of your insurer is one of the most important things for you to consider when determining from whom to purchase a property or liability insurance policy. It is your best assurance that you will receive the protection for which you purchased the policy. If your insurer becomes insolvent, you may have protection from the Minnesota Insurance Guaranty Association as described below but to the extent that your policy is not protected by the Minnesota Insurance Guaranty Association or if it exceeds the guaranty association's limits, you will only have the assets, if any, of the insolvent insurer to satisfy your claim.

Residents of Minnesota who purchase property and casualty or liability insurance from insurance companies licensed to do



## **AMERICAN MODERN HOME INSURANCE COMPANY TRAVEL INSURANCE POLICY – STATE EXCEPTIONS**

business in Minnesota are protected, SUBJECT TO LIMITS AND EXCLUSIONS, in the event the insurer becomes insolvent. This protection is provided by the Minnesota Insurance Guaranty Association, 4640 West 77th Street, Suite 342, Edina MN 55435, (612)831-1908.

The maximum amount the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer is limited to \$300,000. This limit does not apply to workers' compensation insurance. Protection by the guaranty association is subject to other substantial limitations and exclusions. If your claim exceeds the guaranty association's limits, you may still recover a part or all of that amount from the proceeds from the liquidation of the insolvent insurer, if any exist. Funds to pay claims may not be immediately available. The guaranty association assesses insurers licensed to sell property and casualty or liability insurance in Minnesota after the insolvency occurs. Claims are paid from the assessment.

THE PROTECTION PROVIDED BY THE GUARANTY ASSOCIATION IS NOT A SUBSTITUTE FOR USING CARE IN SELECTING INSURANCE COMPANIES THAT ARE WELL MANAGED AND FINANCIALLY STABLE. IN SELECTING AN INSURANCE COMPANY OR POLICY, YOU SHOULD NOT RELY ON PROTECTION BY THE GUARANTY ASSOCIATION.

THIS NOTICE IS REQUIRED BY MINNESOTA STATE LAW TO ADVISE POLICYHOLDERS OF PROPERTY AND CASUALTY OR LIABILITY INSURANCE POLICIES OF THEIR RIGHTS IN THE EVENT THEIR INSURANCE CARRIER BECOMES INSOLVENT. THIS NOTICE IN NO WAY IMPLIES THAT THE COMPANY CURRENTLY HAS ANY TYPE OF FINANCIAL PROBLEMS. ALL PROPERTY AND CASUALTY INSURANCE OR LIABILITY POLICIES ARE REQUIRED TO PROVIDE THIS NOTICE.

### **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:**



## AMERICAN MODERN HOME INSURANCE COMPANY TRAVEL INSURANCE POLICY – STATE EXCEPTIONS

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 5. 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.

SUBROGATION: The 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.



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### Oregon

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

5. 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;
25. 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;
5. Expenses incurred as a result of being under the influence of drugs or intoxicants if committing a felony;

### 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

The FOURTEEN DAY FREE LOOK provision is deleted.

#### 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



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effect for the stated term shown in the Confirmation of Benefits. This is a short-term Travel Insurance Policy; coverage will be provided only for trips of 90 consecutive days or less.

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

25. 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.

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### **FRAUD WARNING NOTICE**

This document forms a part of your request, application, or enrollment for Travel Insurance.

### **All States Except For Those Listed Below**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **Applicable in California**

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

### **Applicable in Colorado**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

### **Applicable in Kansas**

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act 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 or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

### **Applicable in Kentucky**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.



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**Applicable in Louisiana**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in New Jersey**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in Ohio**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Applicable in Pennsylvania**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Applicable in Tennessee, Washington**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**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



- A. Pre-Trip Services: APRIL shall provide the following standard travel information to its Clients:
1. Passport and visa requirements including information on how to obtain these documents;
  2. Travel advisories;
  3. Foreign currency exchange rates;
  4. Inoculation and immunization requirements;
  5. Temperature and weather information;
  6. Address and telephone number of the nearest consulate or embassy;
  7. Cultural and other events, if applicable.
- B. Express Airport Security Assistance: APRIL will provide the Client information and recommendations on which program is best-suited for their needs based on frequency of travel, destination(s), and home airport(s). APRIL will help the client enroll and set up interviews (when necessary) for the appropriate program(s) including PreCheck, Global Entry, and/or CLEAR. APRIL cannot guarantee that the Client will pass the interview process. All associated fees for these programs are the responsibility of the Client.
- C. Lost Luggage: APRIL shall assist a Client with the following items. Any third party expenses, including shipping and/or express delivery charges shall be the responsibility of the Client:
1. Locating his or her lost luggage and if requested, APRIL shall help a Client secure replacement items from home;
  2. Obtaining a lost transportation ticket application;
  3. Locating his or her lost documents and other important personal items.
- NOTE: APRIL will not be liable for lost and unfound pieces of luggage. Any compensation due to lost or delayed luggage that the Client may be entitled to shall be paid by their insurance company and/or airline (unless covered under the General Terms and Conditions of an APRIL policy).***
- D. Smartphone Travel Applications: APRIL will provide recommendations and instructions for the top smartphone apps that best suit the Client's device, needs and/or destination. These applications can provide streamlined GPS access to restaurant, destination, event, and attraction information. They may also assist with easily receiving service from taxi or transportation providers or getting status updates on flight information. Other apps help with currency exchange rate information, translation services, navigating airports (including finding lounges), and weather information. Recommendations on additional features and services are available.



- E. Identity Theft: Assist identity theft victim by contracting the services of a specialized agency who will order and review credit bureau records on their behalf; investigate financial accounts where identity theft is suspected; assist in the cancellation of credit/debit cards to prevent additional harm; give access to emergency cash if the victim's financial accounts were forced to be closed; and review account activity to identify any suspicious activities.
  
- F. Airport Transfers: Shared-ride airport shuttle service, providing door-to-door ground transportation with 36 airports nationwide and 4 internationally. If private transfers are requested, we will arrange those on the Client's behalf. Shuttle or Private transfer fees are the responsibility of the Client.
  
- G. Access to Medical Providers: If requested by the Client, APRIL will provide the contact information of hospitals, dental clinics, physicians or any other specialist in the area where the Client is located. APRIL will also set up appointments when needed. These providers have already been pre-screened and approved for quality control purposes.
  
- H. Medical Transfers: In case of an emergency, APRIL will arrange the transfer of the Client to the nearest medical facility in order for him/her to receive medical attention. When the APRIL Medical Department recommends transfer to a more adequate medical facility, such a transfer will be organized in the conditions and means authorized by APRIL. A doctor or nurse, if necessary, may accompany the injured or ailing Client. Payment for the medical transfer (and potentially an accompanying doctor or nurse) is the responsibility of the Client unless covered under the General Terms and Conditions of an APRIL policy.  
  
***NOTE:** Only medical reasons, deemed necessary at the sole discretion of the APRIL's Medical Department, will be taken into account to determine the need and/or urgency of transferring the Client. Should the Client or his/her family decide to make a transfer disregarding the opinion of the APRIL Medical Department, APRIL shall not be liable for such an action, and the transfer, its costs and its consequences will be at the sole risk and expense of the Client and/or his/her family.*
  
- I. Medical Repatriation: The medical repatriation of the Client will only be carried out when APRIL's Medical Department deems it necessary, and exclusively as the result of a serious accident. The repatriation of the injured Client to his/her usual country of residence will be performed by regular airline, accompanied by a doctor or nurse (if applicable and subject to seat availability). This repatriation must be expressly authorized and coordinated by the APRIL Assistance Center involved. Should the Client or his/her family decide to make a medical repatriation disregarding the opinion of the APRIL Medical Department, APRIL shall not be liable for such an action, and the repatriation, its costs and its consequences will be at the sole risk and expense of the Client and/or his/her family.



- J. Funerary Repatriation: In the event of demise of a Client, APRIL will organize the funerary repatriation for:
1. The coffin required for transportation;
  2. Administrative procedures;
  3. Transportation to the airport of entrance to the country of permanent residence of the Client, by the means that APRIL deems most convenient.
- K. Medical Expenses Advance: APRIL will not take care of the cost of any of the medical expenses (unless covered according under the General Terms and Conditions of an APRIL policy), but will advance medical payments to the Client up to \$10,000 as long as this payment is guaranteed by the Client, the Client's employer, or a Client's relative or friend. This guarantee means that the total amount should be debited from a valid debit or credit card from the above-mentioned parties.
- L. Medical Assistance Follow-up: In case of an accident or sickness, APRIL will monitor the development of the mentioned event, to make sure the correct procedures are followed until the event is finalized. APRIL will also provide the service of communicating any advances to the Client as well as the Client's family until the Client medical problem is resolved or stabilized.
- M. Eyeglasses/Contact Lens Replacement: APRIL will provide the service for the Client to receive the eyeglasses and/or contact lenses that they need for continuing their trip. The cost for the eyeglasses, lenses, and delivery will be paid for by the Client.
- N. Medications Replacement: APRIL will locate the medication the Client needs in case they lose or forget it at some point during the trip. The medication or delivery costs will be paid for by the Client.
- O. Return Of Minor: Should a Client be traveling as the only companion of a child (or children) under the age of 15, who is (are) also an APRIL Client(s), and is unable to take care of the child (children) due to an illness or an accident occurred during the trip, APRIL will arrange the trip of a relative to accompany the child (children) back to their permanent place of residence. The choice of the means of transportation to be used for the minor's escort will be made exclusively by APRIL.
- P. Return Of Elderly People: If a Client travels with one or more elders over 75 (seventy-five) that are also Clients of APRIL, and he/she cannot be in charge of accompanying these persons due to illness or accident occurred during the trip, then APRIL will be in charge of organizing the transfer of one relative, so that he/she can accompany the Client(s) to his/her place of permanent residence. The choice of the means to be used will be at APRIL's exclusive discretion.



- Q. Transfer Of A Relative: In case an APRIL Client, traveling alone, is hospitalized abroad, such hospitalization has been authorized by APRIL's Medical Department, and as long as the foreseen duration of the hospitalization for the Client is greater than 10 (ten) days, APRIL will arrange the trip of a relative, so that he/she may accompany the Client.
- R. Restaurant Referrals and Reservations: APRIL shall provide the Client with information on restaurants in all the countries where APRIL provides travel assistance services and will book reservations if requested. All costs associated with this service are the responsibility of the Client. The Client must pay for the meals. APRIL uses publicly available methods to procure the reservations and does not offer any discounts with this service. This is not a service designed to obtain reservations at exclusive restaurants or restaurants that do not take reservations.
- S. Event Ticketing: APRIL shall provide tickets to sporting events, theater or concert events worldwide as long as the tickets are available for purchase. Event Ticketing is a service that APRIL offers to Clients to find, purchase, and deliver tickets to certain events. The Client must pay for the tickets and delivery, typically via credit card. APRIL uses publicly available methods to procure the event tickets and does not offer any discount with this service. This is not a service designed to obtain tickets to events that are sold out or are not publicly available for some other reason.
- T. Travel Reservation Services: In the event of an emergency, APRIL shall help the Client make emergency travel arrangements, including airline, hotel, and car rental reservations. The Client is responsible for payment of all tickets, accommodations and rentals arranged (unless covered under the General Terms and Conditions of an APRIL policy).
- U. Airport Parking: Offsite-airport parking service specifically geared toward the business traveler with:
- A network of over 75 airports
  - Online reservations
  - Car washing & detailing
  - Pet boarding
  - Car maintenance (oil changes)
  - Car charging stations
  - Valet parking

APRIL will provide the Client location information (including directions if needed) as well as the available services for the facility of their choice. Daily discounted parking fees are the responsibility of the Client.



- V. Retail Discounts: Money saving discount deals/coupons available for over 340 locations nationwide and 10 internationally. Coupons can be received via email or postal mail (coupon booklet).
- W. Destination Profiles: APRIL shall provide information on every country in the world and over 200 cities worldwide including information on local entertainment, suggested itineraries, and health advisories.
- X. Message Service: In the event of an emergency, APRIL will use its best efforts to transmit an urgent message for a Client to the Client's family, friends, and/or business associates.
- Y. Language Services: If a Client needs help communicating in an emergency, APRIL shall provide translation services in all major languages via telephone to a Client. If a Client requires ongoing or more complex translation services in emergency situations, APRIL shall refer the Client to local translators. The cost of the local translators shall be the sole responsibility of the Client.
- Z. Hotel Accommodations: APRIL shall offer recommendations on hotels worldwide and book reservations if requested by the Client. All costs associated with this service are the responsibility of the Client.
- AA. Legal Related Services Abroad: APRIL shall provide the following law-related services to Clients, upon request of the Client:
  - 1. Providing the names, addresses and telephone numbers of lawyers in the area in which the Client is traveling in case of a car accident, traffic violations, or civil or criminal offenses. However, the selection of and the expenses associated with a particular attorney are the responsibility of the Client;
  - 2. Notifying the proper embassy or consulate of the Client's incarceration;
  - 3. Continued communication with the incarcerated Client and other designated parties where allowed by local law;
  - 4. Advancing of bail funds upon the receipt of a guarantee of repayment by the Client that is satisfactory to APRIL and where allowed by local law;
  - 5. Arranging for the receipt of funds from third party sources.

***NOTE: APRIL does not provide legal advice or counsel to Clients. The obligation of APRIL is limited to coordinating the disposal of services of a legal professional. In all cases, the lawyers designated or recommended by APRIL will act as agents of the Client without any right to claims or indemnifications against APRIL for having recommended such a professional.***



BB. Floral Services: APRIL shall purchase and ship flowers and gift baskets to friends, family members, and business associates. Floral Services are services that APRIL offers to Clients to find, purchase, and deliver flowers and other gifts. The Client must pay for the flowers and gifts, typically via credit card. APRIL uses publicly available methods to procure the flowers and/or gifts and does not offer any discount with this service. This is not a service designed to deliver flowers to remote areas or to places that are not serviced by floral services companies.