



## **American Express Travel Insurance Platinum**

### **Plan Details**

**FOR INFORMATIONAL PURPOSES ONLY:** For complete details on the terms, conditions, and exclusions of this coverage please refer to the Plan documents you receive upon enrollment.

### **AMERICAN EXPRESS® TRAVEL INSURANCE**

#### **CERTIFICATE OF INSURANCE**

Underwritten by AMEX Assurance Company  
Administrative Office, MC 08-01-20, 20022 N. 31<sup>st</sup> Ave., Phoenix AZ 85027

We have issued the Group Master Policy AX0126 (herein called the Policy) to the Master Policyholder. Coverage is provided to You and Traveling Companions enrolled for coverage, subject to the exclusions and provisions of the Policy.

**IF YOU ARE NOT FULLY SATISFIED WITH THE AMERICAN EXPRESS TRAVEL INSURANCE DESCRIBED WITHIN, YOU MAY VOID IT BY RETURNING THIS CERTIFICATE OF INSURANCE WITHIN 14 DAYS AFTER RECEIPT TO US AT AMERICAN EXPRESS TRAVEL INSURANCE, P.O. BOX 471792, TULSA OK 74147-1792 AND YOUR PREMIUM WILL BE REFUNDED IN FULL AND WHEN SO RETURNED THE COVERAGE WILL BE VOID FROM THE BEGINNING.**

#### **COVERAGE EFFECTIVE DATE**

Trip Cancellation coverage is effective the earlier of 12:01 a.m. on the date:

1. You applied for coverage as evidenced by phone, fax or electronic transmission; or
2. After the date Your enrollment is postmarked.

Coverage for Trip Interruption, Global Trip Delay, Global Baggage Protection, Travel Accident Protection, Emergency Medical and Dental Expense and Emergency Medical Evacuation/Repatriation coverage is effective at 12:01 a.m. on the Covered Trip Departure Date, provided:

1. Your enrollment is received and validated by Us; or
2. Your enrollment is postmarked prior to or on the Covered Trip Departure Date.

**For summary information about Covered Persons, Benefits and Coverage Effective Dates, see Your Schedule of Benefits. For all types of benefits, coverage is not effective unless the correct premium has been paid.**

I. INTRODUCTION TO YOUR COVERAGE.....	3
II. DEFINITIONS.....	3
III. DESCRIPTION OF BENEFITS.....	7
A. Trip Cancellation/Interruption .....	7
B. Global Medical Protection .....	11
C. Global Trip Delay .....	14
D. Global Baggage Protection .....	15
E. Travel Accident Protection .....	17
IV. TRAVEL ASSISTANCE AND OUR 24-HOUR HOTLINE .....	19
V. CHANGING YOUR BENEFITS .....	20
VI. TERMS THAT APPLY TO ALL BENEFITS.....	21
A. General Provisions, Including Premiums And Claims .....	21
B. General Limitations And Exclusions .....	23
VII. TERMINATION OR CANCELLATION OF COVERAGE.....	24
A. Reasons For Termination Of Coverage Or End Of A Covered Trip .....	24
B. Requirements For Termination .....	25

## **I. INTRODUCTION TO YOUR COVERAGE**

This Certificate of Insurance Coverage (“Certificate”) provides travel benefits for Covered Persons as described below.

This Certificate **replaces any other Certificate that You may have received previously.** The benefits described in this Certificate are subject to all the terms, conditions and exclusions of the Policy. **This Certificate is an important document. Please read it and keep it in a safe place.**

## **II. DEFINITIONS**

Certain words used in this Certificate are capitalized throughout and have special meanings. Wherever used herein, the singular shall include the plural, the plural shall include the singular, as the context requires. Some words defined in this section only relate to certain benefits and may not apply to Your Certificate if You do not choose those benefits.

**Accident** means a sudden, unexpected, or unintended event that occurs at a single, identifiable time and place, and that causes Accidental Death, Dismemberment, or Accidental Injury. An Accident may not be caused by Sickness or other conditions, or by the voluntary ingestion, injection, or inhalation of any substance.

**Accidental Death** means the death of a Covered Person as a direct result of an Accident.

**Accidental Injury** means bodily injury to a Covered Person as a direct result of an Accident.

**Account** means the credit, charge, prepaid, or debit card account issued to the Enrollee in his or her name to which premiums will be billed. The Account must be listed on the enrollment form or provided to a representative by phone to be considered an eligible enrolled Account to which premium can be billed.

**Ambulance** means a vehicle equipped for transporting the injured and sick, staffed by trained personnel and is operated and duly licensed through a hospital, municipality or independent ambulance service.

**American Express Card** means for the purpose of this Certificate, any card bearing an American Express trademark or logo issued by American Express Travel Related Services, Inc. or its subsidiaries and affiliates.

**American Express Membership Rewards Points or Membership Rewards Points** means credits obtained through the Membership Rewards program available with most American Express Cards, which are earned when making certain purchases with such cards.

**Attending Physician** means the Physician from whom treatment is sought for a Sickness or Accidental Injury.

**Baggage** means each Covered Person’s suitcases or traveling bags, the contents of each, and the Covered Person’s personal effects that the Covered Person brings on a Covered Trip.

**Beneficiary** means the person or entity designated on forms and in a manner approved by Us to receive benefits in the event of Accidental Death. If no person or entity is designated, the Beneficiary will be determined by the terms of the Certificate.

**Boarding** means engaging, by a Covered Person, in the direct and immediate act of getting on and entering into a Scheduled Airline or Common Carrier Conveyance to begin, or while on, a Covered Trip.

**Business Effects** means property owned by the Covered Person or used in conjunction with the Covered Person’s employment for which the safekeeping is the Covered Person’s responsibility.

**Common Carrier Conveyance** means any land, water or air vehicle operated by a licensed common carrier and offered to the public to carry passengers for hire on a regularly scheduled basis. (A rental or personal vehicle is not a Common Carrier Conveyance.)

**Commutation** means travel between an individual’s residence, whether Permanent or Temporary, and the individual’s routine place of daily employment.

**Company** means AMEX Assurance Company and its duly authorized agents or subcontractors.

**Company Officer** means, in regards to the employer of a Covered Person, a person who acts in an official capacity in a company. Company Officers include, but may not be limited to directors, managers and corporate secretaries.

**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy, but are adversely affected by pregnancy or caused by pregnancy. Such conditions include, but are not limited to:

1. Acute nephritis;
2. Nephrosis;
3. Cardiac decompensation;
4. Missed abortion and similar medical and surgical conditions of comparable severity;
5. Non-elective cesarean section;
6. Ectopic pregnancy which is terminated;
7. Hyperemesis gravidarum and preeclampsia; or
8. Spontaneous termination of pregnancy that occurs during a period of gestation in which a viable birth is not possible.

Complications of Pregnancy shall not include:

1. False labor;
2. Occasional spotting;
3. Physician-prescribed rest during the period of Pregnancy;
4. Morning sickness; and
5. Similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**Coverage Effective Date** is the date shown on the Schedule of Benefits identifying the date coverage under the Certificate begins.

**Covered Person** means You or Your Traveling Companions who have met the enrollment requirements of the Plan, and for whom all premiums have been paid. If You pay for coverage on behalf of another person(s), but do not accompany the person(s) on the Covered Trip, You are not a Covered Person.

**Covered Trip** is defined in the Description Of Benefits section in connection with each type of benefit provided by Us under this Certificate.

**Covered Trip Conclusion Date** means the date on which the Covered Person is originally scheduled to return to the point where the Covered Trip started or to the Covered Person's final destination.

**Covered Trip Departure Date** means the date on which the Covered Person is originally scheduled to leave on the Covered Trip.

**Dentist** means a Doctor of Dental Surgery or Doctor of Dental Medicine as defined and licensed by the jurisdiction in which the Dentist is practicing, and who is providing dental services authorized by his or her license. The treating Dentist may not be a Covered Person, Spouse or Domestic Partner of the Covered

Person, other Family Member of the Covered Person or anyone else related to the Covered Person by blood.

**Dependent** means

1. Your lawful Spouse or Domestic Partner;
2. Your unmarried, dependent children under 26 years of age who rely on You for financial support and maintenance; and
3. Your unmarried dependent children 26 years or older who because of a handicap condition that occurred before the attainment of the limiting age, are incapable of self-sustaining employment and dependent upon You for lifetime care and supervision. Coverage will be extended for as long as such child is incapacitated, unmarried and dependent.

**Deplaning** means engaging, by a Covered Person, in the direct and immediate act of moving down, out, or off of the Scheduled Airline while on a Covered Trip. Once the Covered Person's body has completely exited the Scheduled Airline, he or she is no longer Deplaning.

**Designated Trip Payment Plan** means a selected option of premium payment whereby You enroll for coverage and pay a premium for benefits selected under the Certificate for each Covered Person and Covered Trip. Re-enrollment is required for each Covered Trip.

**Dismemberment** means, with reference to hand or foot, complete and permanent severance through or above the wrist or ankle joint as a result of an Accident, and as used with reference to eye, means the irrecoverable loss of the entire sight thereof as a result of an Accident.

**Domestic Partner** means persons who either,

1. Can provide documentation of registration of the Domestic Partner relationship pursuant to a state, county or municipal provision, or
2. Can meet all of the following qualifications:
  - a. Have resided with each other continuously for at least 12 months in a sole-partner relationship that is intended to be permanent;
  - b. Are not married to any other person;
  - c. Are at least 18 years old;

- d. Are not related to each other by blood closer than would bar marriage per state law; and
- e. Are financially interdependent as can be documented by copies of joint home ownership or lease, common bank accounts, credit cards, investments or insurance.

**Enrollee** means the person who authorizes completion of the enrollment form, who pays the required premium and, if applicable, takes a Covered Trip and enrolls eligible Traveling Companion(s).

**Exceptional Danger** means a circumstance in which a reasonably prudent person, using ordinary caution, would realize that he or she was at substantial risk of serious injury or death.

**Family Member** means the Covered Person's Dependent, son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), Domestic Partner's son or daughter (including adopted and those who are in the process of becoming adopted, foster, step or in-law), brother or sister (including step or in-law), parent (including step or in-law), grandparent (including step or in-law), grandchild (including adopted and those who are in the process of becoming adopted, foster or step), aunt, uncle, niece, nephew, guardian, or ward.

**Felonious Assault** means an act of violence against a Covered Person, or the Covered Person's Family Member or Traveling Companion requiring medical treatment in a Hospital.

**Financial Default** means the complete suspension of operations due to financial situations, whether or not a bankruptcy petition is filed, or partial suspension of operations after the filing of a bankruptcy petition.

**High-Risk Articles** means the following personal property of a Covered Person:

- 1. Jewelry;
- 2. Sporting equipment;
- 3. Photographic or electronic equipment;
- 4. Computers and audio/visual equipment;
- 5. Items consisting in whole or in part of gold, silver or platinum; and
- 6. Furs or articles made mostly with fur or trimmed or lined with fur.

**Hospital** means an institution which meets all of the following requirements:

- 1. It is properly accredited and where required by law, holds a license as a Hospital;
- 2. It operates mainly for the care and treatment of sick or injured persons as inpatients;
- 3. It provides 24 hours a day nursing care by registered nurses;
- 4. It has staff of one or more Physicians available at all times; and
- 5. It provides organized facilities for diagnosis and surgical procedures.

Hospital does not include any of the following:

- 1. A facility used primarily for the care of the aged;
- 2. A mental institution or sanitarium;
- 3. A facility used primarily as a clinic, nursing home, hospice or similar place of business;
- 4. A long term nursing unit or geriatric ward;
- 5. A rehabilitative facility or extended care facility for convalescent patients; or
- 6. A military or veterans hospital, soldier's home or any hospital that is contracted for or operated by the federal government or any of its agencies for members or former members of the armed forces, unless You are legally required to pay for the services.

With respect to outpatient surgery or diagnostic testing, an ambulatory surgical center or a clinic will be considered a Hospital.

**Master Policyholder** means the trustee of the AMEX Assurance Travel Group Trust and any successors of such trustee that may serve in the future.

**Medically Necessary** means a service, supply, drug, or article that is:

- 1. Recommended and approved by a Physician or Dentist or acting within the scope of his or her license;
- 2. Consistent with the Covered Person's condition or accepted standards of good medical practice;
- 3. Medically proven to be effective for the Sickness or Accidental Injury for which it is recommended or approved;
- 4. Not performed mainly for the convenience of the Covered Person or the Physician or Dentist;
- 5. Not considered experimental or conducted for research purposes; and
- 6. The most appropriate level of services which can be safely provided to the Covered Person.

**Occurrence** means a single instance or a continuous or repeated exposure to conditions during the Period of Coverage which results in eligibility for payment of a Policy benefit. The loss shall be deemed one Occurrence if it is attributable directly or indirectly to one cause or to one series of similar causes.

**Participating Organization** means the organization of which You are a member that has completed a Participating Organization Application under the Master Policy and has been accepted by the Company.

**Pay with Points** is a process that may be available to an individual who accrues American Express Membership Rewards Points and then uses the Membership Rewards Points to pay for travel by converting them to statement credits to off-set some or all of the expense of that travel reflected on the individual's American Express Card Account statement.

**Period of Coverage** means that period of time during which a Covered Person is covered under the Policy. This period begins on the Coverage Effective Date, which is variable by coverage, and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date.

**Permanent Residence** means the one primary dwelling place where the Covered Person resides and to which he or she intends to return.

**Physician** means a Medical Doctor or Doctor of Osteopathy as defined and licensed by the jurisdiction in which the Physician is practicing, and who is providing medical services authorized by his or her license. For the purposes of this Certificate, Physician also means an advanced practitioner licensed in the applicable jurisdiction to provide medical services under the direct supervision of a Medical Doctor or Doctor of Osteopathy, such as an advanced practice nurse or a physician's assistant, and who is providing medical services authorized by his or her license. The treating Physician may not be a Covered Person, Spouse or Domestic Partner of the Covered Person, other Family Member of the Covered Person or anyone else related to the Covered Person by blood.

**Plan** means the Policy and the benefits described therein.

**Policy** means the Group Insurance Master Policy AX0126 issued to the Master Policyholder and includes a copy of this Certificate, which is attached to the Policy issued to the Master Policyholder.

**Preexisting Condition** is a Sickness or Accident that existed, or for which a Covered Person, Traveling Companion or Family Member of a Covered Person or Traveling Companion was treated or received medical advice, before the Coverage Effective Date. The existence of a Preexisting Condition may cause certain benefits to be excluded, as explained in the section Terms That Apply To All Benefits, in the subsection on the Certificate's Preexisting Condition Exclusion.

**Reasonable and Customary** means the usual fee charged by a Physician or Dentist or by a provider of medical transportation services, or by a mortician, within a certain geographic area. The locality where the charge is made also will be considered. Locality means a county or such greater area as is needed to represent a cross section of providers giving the type of service or supplies for which the charge was made. If the fees charged are higher than the average amounts, the individual receiving the service is responsible for paying the difference.

**Replacement Cost** means the lesser of the cost to repair or replace Baggage with new material or property of like kind and quality as a result of physical loss, theft, pilferage, and significant damage to or destruction of the Baggage. Deduction for depreciation of the item will also be taken into consideration.

**Residence** means either the Covered Person's Permanent Residence or Temporary Residence.

**Schedule of Benefits** means the summary of benefits for all Covered Persons under the Certificate.

**Scheduled Airline** means a commercial airline that publishes schedules and fares for regular passenger service between cities and which is:

1. Of United States registry and certified for civil scheduled air transport by the United States government to carry passengers on a regularly scheduled basis; or
2. Of foreign registry and approved by the United States government or the appropriate foreign authority where the aircraft is registered; or

3. A Scheduled Charter, defined as an airline charter service that meets all of the following qualifications:
  - a. It is operated by a Scheduled Airline;
  - b. It is licensed to carry passengers for hire;
  - c. It is available to the public; and
  - d. It is not hired, owned or leased by a Covered Person's employer.

**Sickness** means an illness or disease.

**Spouse** means a person to whom the Covered Person is married.

**Temporary Residence** means a dwelling place where the Covered Person intends to reside for a limited time during a Covered Trip, and which is occupied or intended to be occupied by the Covered Person for 45 days or more.

**Terrorist Incident** means an act, outside the context of declared or undeclared war or of any form of unrest or civil disturbance, committed by one or more persons, neither enlisted nor commissioned in the armed forces of any nation state, for the express or implied purpose of achieving a political, ethnic, or religious goal which causes physical damage to humans, property or infrastructure.

**Traveling Companion** means a person enrolled by You or enrolled under a separate American Express Travel Insurance Certificate or American Express Award Travel Insurance Certificate who participates in the entire Covered Trip.

**Unforeseeable** means incapable of being anticipated with ordinary diligence.

**Unused Airfare** means the nonrefundable expense for a portion of the Covered Trip not taken through a Scheduled Airline.

**We, Us, Our** means the Company.

**You, Your** means, or refers to, the Enrollee.

### **III. DESCRIPTION OF BENEFITS**

The benefits chosen by You for the Covered Persons under this Certificate are included on the Schedule of Benefits attached to this Certificate. The required premium for the benefits is also included on the Schedule of Benefits. Once You and any Traveling Companions have been enrolled, You pay the required correct premium, and We validate and accept Your

enrollment, We will provide the benefits described in this section to all Covered Persons.

#### **A. TRIP CANCELLATION/INTERRUPTION**

##### **1. Definition of Covered Trip**

In relation to the Trip Cancellation/Interruption coverage as described below, Covered Trip means a period of travel by Common Carrier Conveyance, Scheduled Airline or other means:

- a. The purpose of which is business or pleasure;
- b. Which has a defined Covered Trip Departure Date and a Covered Trip Conclusion Date; and
- c. Which does not exceed 365 consecutive days from the date of departure.

If the Covered Trip exceeds 365 consecutive days, We will cover only the first 365 days. The Covered Trip begins when a Covered Person Boards a Scheduled Airline or Common Carrier Conveyance to begin the trip or enters a vehicle or other means of transportation and begins the trip.

##### **2. Explanation of Benefits**

Trip Cancellation provides benefits for expenses the Covered Person incurs for Covered Trips cancelled up to the time and date of the Covered Trip Departure Date. Trip Interruption provides benefits for expenses the Covered Person incurs for Covered Trips that are interrupted on or after the time and date of the Covered Trip Departure Date. Coverage will include transportation to a Permanent or Temporary Residence.

##### **3. Covered Reasons for Trip Cancellation and Interruption**

We will pay this benefit if the Covered Person's or Traveling Companion's Covered Trip is cancelled or interrupted as a result of any of the following reasons:

- a. **Unexpected or unintended injury, illness or disease:**
  - (1) which is so disabling, in the written opinion of a Physician or Dentist, acting within the scope of his or her practice, as to reasonably cause the Covered Person to interrupt or cancel his/her Covered Trip;
  - (2) occurring to a Family Member, Traveling Companion, or Traveling Companion's Family Member that is considered life threatening; or
  - (3) occurring to a Family Member, Traveling Companion, or Traveling Companion's

Family Member who requires the Covered Person's or Traveling Companion's care.

The following requirements apply to an unexpected injury illness or disease:

- i. the injury, illness or disease must require examination or treatment by a Physician or Dentist, acting within the scope of his or her practice, prior to the cancellation or interruption of the Covered Trip (see definition of Covered Trip).
  - ii. the Covered Person must notify the appropriate travel supplier(s) of the Covered Person's cancellation or interruption within 48 hours of a medical exam or treatment, or as soon as reasonably possible. Failure to do so may affect your claim payment;
- b.** Death of a Covered Person, Family Member, Traveling Companion, or Traveling Companion's Family Member if the death occurs within 30 days of the Covered Persons' scheduled Covered Trip Departure Date (but after the Covered Trip is purchased) or during the Covered Trip;
  - c.** Unexpected or unintended circumstances for active duty members of the United States Armed Forces which will include official (written) revocation by a Unit Commanding Officer (as defined by the Armed Forces) of previously approved (written) leave which is not due to war-related situations, full or partial mobilization or mass reassignment of Armed Forces personnel or invocation of the War Powers Act;
  - d.** Adverse weather or natural disasters resulting in the complete cessation of travel services for at least 24 hours. There is no coverage for storms or hurricanes that have been named by the World Meteorological Organization, National Weather Service (or meteorological organization of similar stature and purpose) prior to the purchase of the coverage;
  - e.** The Covered Person's or Traveling Companion's Permanent or Temporary Residence becoming uninhabitable due to fire, flood, volcano, earthquake, vandalism, burglary or other natural disasters;
  - f.** The accommodations at the Covered Person's destination are uninhabitable because of fire, flood, volcano, earthquake, vandalism, burglary or other natural disasters;
  - g.** The Covered Person or Traveling Companion being subpoenaed, required to serve on a jury or served with a court order prior to the Covered Trip Departure Date or during the Covered Trip;
  - h.** The Covered Person, Traveling Companion or Family Member of a Covered Person or Traveling Companion being hijacked or quarantined prior to the Covered Trip Departure Date or during the Covered Trip;
  - i.** Unforeseeable, unintended or unexpected termination or layoff of a Covered Person's or Traveling Companion's employment by his or her employer, provided that the Covered Person or Traveling Companion who is terminated or laid off had been continuously employed by the employer as a full or part-time permanent employee for 24 months prior to the termination or layoff, not including self-employment;
  - j.** Unforeseeable, unexpected or unintended Financial Default or bankruptcy of any tour operator, hotel, resort, rental car company, other travel supplier, Scheduled Airline, or Common Carrier Conveyance, whose services or products constitute all or part of the Covered Person's Covered Trip. Financial Default occurring on, before or less than 7 days after the Coverage Effective Date of Trip Cancellation is not covered;
  - k.** If the Covered Person, Traveling Companion or Family Member of a Covered Person or Traveling Companion is the victim of a Felonious Assault within 10 days prior to the Covered Trip Departure Date;
  - l.** Travel arrangements cancelled by a tour operator, Scheduled Airline or Common Carrier Conveyance due to adverse weather or as a result of labor disputes that affect public transportation;
  - m.** Scheduled Airline or Common Carrier Conveyance-caused delays due to adverse weather or as the result of labor disputes that affect public transportation. The Scheduled Airline or Common Carrier-caused delay must be at least 6 hours or by 12:01 a.m. of the next

day (in the time zone where the delay originally occurred), whichever happens first;

- n. A Terrorist Incident in the Covered Person's city of destination that occurs after the Coverage Effective Date. The Covered Person must be scheduled to arrive in that city within 30 days following the Terrorist Incident;
- o. A Covered Trip delay that results in the loss of more than 50% of the Covered Person's Covered Trip length. Covered Trip delay as it applies to such loss of Covered Trip length includes the following, unless caused by the action or inaction of a Covered Person or Traveling Companion: missed connections, delayed departure, cancellation, denied Boarding, Scheduled Airline or Common Carrier Conveyance-caused delays; lost or stolen passports, quarantine, hijacking, unannounced strike, natural disaster, or a civil disorder;
- p. Required and mandatory evacuation ordered by local authorities at the Covered Person's final destination due to hurricane or other natural disaster. The Covered Person must have at least 50% of the total Covered Trip length remaining on such Covered Trip at the time the mandatory evacuation ends in order to cancel or interrupt such Covered Trip;
- q. Direct involvement in a traffic accident by a Covered Person or Traveling Companion while directly en route to departure of Your Scheduled Airline or Common Carrier Conveyance.

#### **4. Covered Expenses under Trip Cancellation/Interruption Coverage**

A maximum benefit of up to the aggregate amount indicated on the Schedule of Benefits is provided to cover certain expenses listed below which are related to Trip Cancellation. Trip Interruption is reflected as a percentage of the aggregate amount which is also indicated on the Schedule of Benefits. Covered expenses mean:

- a. Forfeited, published, nonrefundable payments or deposits incurred as a result of cancellation penalties imposed by tour operators, Scheduled Airline or Common Carrier Conveyances, or change fees incurred in lieu of full penalties not including travel agency penalties;
- b. The charge incurred for an individual supplement if the Traveling Companion's Covered Trip is

cancelled, but the Covered Person's Trip is not cancelled;

- c. Unused, nonrefundable arrangements, made by the Covered Person;
- d. If the Covered Person must return to a Permanent or Temporary Residence due to a covered reason described in this section, We will pay the greater of:
  - (1) additional transportation expenses to the Covered Person's Permanent or Temporary Residence via a Scheduled Airline, Common Carrier Conveyance, rental car or personal vehicle; or
  - (2) the value of the Covered Person's Unused Airfare or unused portion of any other nonrefundable land or sea travel arrangements;
- e. Reasonable additional accommodation and economy class transportation expenses combined up to \$150 per day if, during a Covered Trip, the Covered Person, the Covered Person's traveling Family Member or a Traveling Companion must remain in the Hospital or has been certified as medically unable to travel. This benefit is provided for a maximum of five days;
- f. The charge to return the Covered Person's vehicle to a Permanent or Temporary Residence if it is necessary for the Covered Person to interrupt the Covered Trip and return to a Permanent or Temporary Residence via alternate transportation as a result of a covered loss; and
- g. If the Covered Person is interrupted due to a covered reason described in this section, but can rejoin the Covered Trip at a different location, We will pay the additional transportation expenses in order for the Covered Person to rejoin the Covered Trip.

#### **5. Cancel for Business Reasons Explanation of Benefits**

**OPTIONAL CANCEL FOR BUSINESS REASONS COVERAGE:** Applicable only when specifically requested during the enrollment process and the appropriate additional premium has been paid.

Cancel for Business Reasons coverage provides benefits for expenses the Covered Person incurs for Covered Trips cancelled on or before the date of the Covered Trip Departure Date. **In order for benefits to be payable, Cancel for Business Reasons**

**coverage must be purchased within 14 days of making the initial purchase for travel or lodging on a Covered Trip.**

We will pay this benefit if a Covered Trip is cancelled because a Covered Person or his or her Traveling Companion is required to work during the Period of Coverage because of his or her:

- a. Employer's business demands, as evidenced by a written statement from his or her employer signed by either a Company Officer or authorized representative of the employer's human resources department and demonstrating revocation of previously approved time off;
- b. Place of employment being rendered unsuitable for business due to burglary, fire, flood, volcano, earthquake or other natural disasters;
- c. Unintended and/or unanticipated direct involvement in the merger of his or her employer with another company, or the acquisition of his or her employer by another company; or
- d. Place of employment being permanently and unexpectedly relocated 250 miles or more after the coverage is purchased but prior to the Covered Trip Departure Date.

**6. Notice of Claim and Proof of Loss**

**Notice of Claim:** The Covered Person shall provide Notice of Claim for a cancelled trip to Us as described in Terms That Apply To All Benefits, under the subsection on Claims. **In addition, if interrupted in the course of a Covered Trip, the Covered Person must call Us at 1-800-228-6855 within the United States or collect at 1-303-273-6497 from anywhere else prior to making any additional accommodations or transportation arrangements. Failure to do so may affect coverage.**

**Proof of Loss:** The Covered Person must provide Us with documentation of the cancellation, interruption or delay and proof of the expenses incurred, as described in the section on Terms That Apply To All Benefits, under the subsection on Claims.

Additionally, the Covered Person must provide proof of payment for the Covered Trip (cancelled checks, credit card statements, receipts, proof of any refunds granted, copies of applicable tour operator, Scheduled Airline or Common Carrier Conveyance cancellation policies/guidelines, proof of age for each party claiming benefits and any other information reasonably required to prove the loss occurred).

Claims that involve health care or death require a patient or representative of the patient to sign an authorization to release medical or other information, and the attending Physician's statement. The Covered Person will be required to supply Us with all unused air, rail, cruise or other tickets, if they are claiming the value of those unused tickets.

**7. Exclusions and Limitations Applicable to Trip Cancellation/Interruption & Cancel For Business Reasons Coverage**

In addition to the exclusions described in the section on Terms That Apply To All Benefits, the following limitations and exclusions apply to the Trip Cancellation/Interruption coverage & Cancel For Business Reasons coverage.

- a. If the Covered Person fails to notify the appropriate travel supplier(s) of the cancellation within 48 hours of becoming aware of the need to cancel, We will only pay the cancellation penalties to which the Covered Person was subject prior to the expiration of the 48 hour period. However, if the Covered Person is unable to notify the appropriate travel supplier within 48 hours because a medical condition prevents the Covered Person from doing so or asking someone else to make such notice, We will pay additional cancellation penalties caused by such delay if the Covered Person notifies the travel supplier as soon as reasonably possible.
- b. You may insure **no more than 10 Covered Persons**, including Yourself, on any Covered Trip. Covered Persons may receive benefits for interruptions or delays caused by other Traveling Companions enrolled under a separate American Express Travel Insurance Certificate or American Express Award Travel Insurance Certificate only if You identify them when You enroll for coverage or call Us at 1-800-228-6855 within the United States or collect at 1-303-273-6497 from anywhere else before the Covered Trip and identify them. **The total number of Covered Persons and additional identified Traveling Companions may not exceed 10 individuals.**
- c. We will not pay benefits under Trip Cancellation/Interruption coverage if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by or related to:
  - (1) any covered reason which happens prior to the Coverage Effective Date;

- (2) any covered reason which You or another Covered Person know at the time You purchase this coverage, or reasonably should know at that time, is likely to occur during the Period of Coverage;
- (3) Scheduled Airline or Common Carrier Conveyance-caused delays except as provided elsewhere in this coverage;
- (4) travel preparations cancelled by a tour operator, Scheduled Airline or Common Carrier Conveyance except as provided elsewhere in this coverage;
- (5) changes in plans for reasons other than those specifically listed in this coverage;
- (6) inability to obtain necessary travel documents (passports, visas, etc.), or being detained or having property confiscated by any customs authority;
- (7) financial circumstances (for example personal bankruptcy) of the Covered Person, a Family Member, or Traveling Companion;
- (8) any prohibition by or regulation of a state, federal or foreign government;
- (9) Preexisting Conditions as described in Terms That Apply To All Benefits section, under the subsection on the Preexisting Condition Exclusion unless waived as also described in that subsection;
- (10) covered expense incurred, while on or before a Covered Trip, as a direct result of complications of a medical procedure or medical condition from a Covered Trip taken for the purposes to seek advice for or treatment of any condition (if complications do not occur all covered expense benefits are eligible for such trips);
- (11) fees associated with the rebooking of a cancelled/interrupted trip, or any other fees for services not specifically listed in this coverage;
- (12) a cancellation or interruption of a Covered Trip due to a Felonious Assault inflicted by a Covered Person or a Family Member (if a Covered Person is assaulted by another Covered Person or Family Member, benefits under this Certificate are payable to the victim, but not to the perpetrator);
- (13) cancellation penalties to which the Covered Person was subject prior to the purchase of this coverage; or
- (14) employment or business-related obligations of the Covered Person, his or her Traveling Companion (unless enrolled into **Cancel for Business Reasons Coverage**) or a Family Member of the Covered Person or Traveling Companion.

## **B. GLOBAL MEDICAL PROTECTION**

### **1. Definition of Covered Trip**

In relation to Global Medical Protection coverage described below, Covered Trip means a trip that originates from the Covered Person's Permanent Residence for any length of time and that is of a distance greater than a 150-mile radius from the Covered Person's Permanent Residence. If a trip exceeds 60 consecutive days, only the first 60 days of the trip will be covered under the Policy.

### **2. Emergency Medical and Dental Expense Benefit**

#### **a. Explanation of Emergency Medical Expense Benefits**

We will pay Medically Necessary costs up to \$100,000 if a Covered Person suffers a Sickness or Accidental Injury occurring on a Covered Trip, subject to the limitations and exclusions described in this Certificate. Such Medically Necessary expenses shall be paid at a Reasonable and Customary rate and must be for:

- (1) treatment by a Physician acting within the scope of his or her license;
- (2) medical services provided in a Hospital;
- (3) emergency prescriptions that directly relate to the Accidental Injury or Sickness suffered while on the Covered Trip; or
- (4) the use of an Ambulance within 48 hours of the initial Occurrence of the Accidental Injury or Sickness.

In addition, the following provisions apply to the Medical Benefit:

- (1) the first expense must be incurred outside of the 150-mile radius from the Covered Person's Permanent Residence;
- (2) care must be received from a medical provider authorized by Us;
- (3) the Covered Person may use the 24-Hour Travel Assistance Hotline benefit to help locate a Physician or medical facility;
- (4) if the Covered Person is admitted to a Hospital or clinic as an inpatient, the Covered Person must make an effort to notify Us within 48 hours of admission or as soon as reasonably possible, in order to confirm the conditions of coverage;
- (5) the Covered Person must ask the treating Physician or facility to contact Us immediately so We can confirm coverage and arrange direct payment of the covered medical expenses; and

- (6) all benefits for medical care, including medical surgery, cease at the earlier date of when Your Covered Trip ends or when Your coverage terminates under the Policy.

**b. Explanation of Emergency Dental Expense Benefit**

We will pay Medically Necessary costs up to \$750 if a Covered Person suffers an Accidental Injury or Sickness during a Covered Trip that requires Medically Necessary dental care performed by a Dentist acting within the scope of his or her license. This dental care benefit is subject to the limitations and exclusions described in this Certificate. Such Medically Necessary costs are only payable for treatment of natural teeth, including infection, repairing damage to the tooth's surface or loss of a filling.

In addition, the following provisions apply to the Dental Benefit:

- (1) the first expense must be incurred outside of the 150-mile radius from the Covered Person's Permanent Residence;
- (2) care must be received from a dental provider authorized by Us;
- (3) the Covered Person may use the 24-Hour Travel Assistance Hotline benefit to help locate a dental facility;
- (4) all benefits for dental care, including dental surgery, at the earlier date of when Your Covered Trip ends or when Your coverage terminates under the Policy; and
- (5) damage to crowns or to cosmetic dentistry (such as porcelain veneers) benefits, are not covered.

**3. Emergency Medical Evacuation/Repatriation Benefit**

An amount of insurance up to \$1,000,000 as selected by You and shown in the Schedule of Benefits will be provided as Emergency Medical Evacuation/Repatriation coverage, as described below. This benefit is in excess of other sources of insurance payable to the Covered Person.

**a. Evacuation**

If the Covered Person suffers from a Sickness that first manifests itself, or from an Accidental Injury that occurs, while on a Covered Trip and requires Medically Necessary treatment, We will arrange and pay Reasonable and Customary services required for evacuation to the nearest adequate medical facility. This service will be arranged only if the Covered Person's Attending Physician determines that adequate

medical treatment is not locally available. Medically Necessary treatment must then be performed by a provider designated by Us. For a list of designated providers, please contact Us at 1-800-228-6855 within the United States or collect to 1-(303)-273-6497 from anywhere else. Timely notification by the Covered Person to Us is required.

Medical evacuation services will be provided by a medical transportation specialist or, if appropriate, by Scheduled Airline or Common Carrier Conveyance. Transportation will be arranged upon authorization from both the Covered Person's Attending Physician and a medical provider authorized by Us who concurs that the Covered Person is experiencing a Sickness or Accidental Injury, and is in need of evacuation. When the Covered Person is confined in a medical facility more than 150 miles from a Permanent Residence and the Attending Physician and Our medical provider determine it is feasible and Medically Necessary to transfer the Covered Person to a medical facility nearer a Permanent Residence to recuperate in familiar surroundings, medical evacuation for the Covered Person will be provided.

If We have previously evacuated the Covered Person to a medical facility and the medical provider designated by Us determines that it is Medically Necessary for the Covered Person to be returned to the point of departure, We will pay the Covered Person's medical evacuation airfare or Common Carrier Conveyance costs from that facility to the Covered Person's return destination within one year from the Covered Person's original Covered Trip Conclusion Date, less refunds from the Covered Person's unused transportation tickets. This benefit will be provided only if the medical provider designated by Us determines that the Covered Person's medical condition will not substantially change within 7 days following Hospital discharge or completion of treatment, thereby allowing the Covered Person to complete the Covered Trip as originally planned. Airfare costs will be of the same class as the Covered Person's original tickets. We will not pay for services arranged without Our prior consent or approval.

**b. Repatriation of Mortal Remains**

When death occurs while on a Covered Trip We will pay the Reasonable and Customary expenses for the preparation and transportation of the Covered Person's remains or ashes to the commercial airport nearest the Covered Person's Permanent Residence. In no event will We pay more than the enrolled benefit amount. We must approve this service in advance.

**c. Visitor To Covered Person's Bedside**

We will pay for economy class round trip transportation to the Covered Person's bedside for one person in the event a Physician determines Hospital care of 5 days or more is warranted for the Covered Person during a Covered Trip. We must approve this service in advance.

**d. Change of Flight**

Should the Covered Person suffer an Accidental Injury or Sickness while on a Covered Trip which leaves him/her confined to a Hospital, and if due to this he/she is unable to return to his/her point of origin on the date originally scheduled, We will pay up to \$100 for domestic flights and up to \$200 for international flights associated with a ticket change for the Covered Person's flight. This coverage will be payable on tickets which have a scheduled return date. This benefit does not cover conditions or events that, on the date the Covered Person left, are either known or known to likely occur.

**4. Proof of Loss Under Global Medical Protection**

In addition to following the Proof of Loss requirements in the section on Terms That Apply To All Benefits, under the subsection on Claims, a Covered Person shall allow the Company, at its expense, to examine the Covered Person as often as is reasonable while the Covered Person's claim is pending. The Company may also have an autopsy performed where it is not forbidden by law.

**5. Our Payment of Claims Under Global Medical Protection**

We will pay claims under these Global Medical Protection benefits within 45 days after receipt of a complete Proof of Loss payable under the terms of this Policy, as described in the section on Terms That Apply To All Benefits, in the subsection on Claims.

**6. Exclusions and Limitations Applicable to the Global Medical Protection**

In addition to the General Exclusions And Limitations described in the Terms That Apply To All Benefits section of this Certificate, the following exclusions or limitations apply to this benefit.

**a. EXCESS to Other Coverage**

All benefits under this Global Medical Protection coverage are excess coverage as described in the section on Terms That Apply To All Benefits, under the General Limitations And Exclusions. This means that any other health, medical, dental or accident insurance coverage the Covered Person may have

available to him/her is primarily responsible for paying benefits covered under this Certificate and we pay for expenses not covered by these other coverages, subject to other limitations and exclusions described in the Certificate. If We pay benefits to cover expenses incurred during a Covered Trip, We reserve the right to seek reimbursement from the Covered Person's other health, medical, dental or accident insurance plans. Covered Persons must cooperate with Us if We seek to recover expenses from their primary health, medical, dental or accident insurance carrier.

**b. We will not pay either emergency medical or dental benefits, or emergency evacuation and repatriation benefits, for:**

- (1) procedures We consider experimental;
- (2) benefits which the Covered Person is entitled to under any Worker's Compensation act;
- (3) any surgical, dental or medical treatment which, in the opinion of the Attending Physician, can reasonably be delayed until the Covered Person returns to or arrives at his or her Permanent Residence;
- (4) any treatment or medication which at the time of departure is required to be continued during the Covered Trip;
- (5) any repatriation of mortal remains costs not authorized by Us;
- (6) the additional cost of a single or private room at a Hospital except when the Physician treating the Covered Person considers it Medically Necessary;
- (7) any dental appliance, any dental or medical prosthesis, hearing aids;
- (8) contact or corneal lenses, or prescription glasses or spectacles, including any examination of the eyes for these purposes;
- (9) cosmetic surgery, except surgery that is reconstructive, incidental and related to an Accidental Injury or Sickness;
- (10) foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet;
- (11) rest, spa or bath cures, nursing homes for custodial care or other custodial care facilities;
- (12) any transportation other than the medical evacuation/repatriation arranged by Us or use of an Ambulance within 48 hours of the initial Occurrence of the Accidental Injury or Sickness;
- (13) more than the enrolled benefit amount, as indicated on the Schedule of Benefits;
- (14) any surgical, medical treatment, or complications due to either treatments

planned or scheduled prior to the Covered Trip Departure Date and received on the Covered Trip;

- (15) acupuncture and services related to acupuncture;
- (16) biofeedback and other forms of self-help or self-care, including related diagnostic services;
- (17) homeopathic, naturopathic or aroma therapy treatments; or
- (18) care in connection with the detection and correction, by manual or mechanical means, of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.

**c. Benefits limited to Covered Person who is injured or sick**

Expenses will be paid only for the Covered Person suffering from an Accidental Injury or Sickness. No benefits will be paid for transportation or expenses for any person other than the Covered Person suffering from an Accidental Injury or Sickness;

**d. We will not pay emergency medical and dental expenses for a condition:**

- (1) for which a Covered Person is either receiving or on a waiting list to receive treatment;
- (2) with respect to which a Covered Person has received a terminal prognosis; or
- (3) which has caused a medical practitioner to advise against traveling or for which the Covered Trip is undertaken solely for the purpose of obtaining medical treatment.

**C. GLOBAL TRIP DELAY**

**1. Definition of Covered Trip**

In relation to Global Trip Delay coverage as described below, Covered Trip means a trip:

- a. Taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket, receipt or other evidence acceptable to Us; and
- b. On a Scheduled Airline.

**2. Explanation of Benefits**

We will reimburse the Covered Person for Covered Expenses incurred when no alternative onward transportation is made available to the Covered Person

within 6 hours or by 11:00 p.m. of the same day (in the time zone of the missed connections, delayed transportation, cancellations or denied Boarding), whichever occurs first, as a result of:

- a. The Covered Person's confirmed onward connecting Scheduled Airline flight for a Covered Trip being missed at the transfer point due to the late arrival of the Covered Person's incoming confirmed connecting Scheduled Airline flight;
- b. The departure of a Covered Person's confirmed Scheduled Airline flight for a Covered Trip from any airport being delayed or cancelled; or
- c. The Covered Person being denied Boarding of the aircraft due to overbooking.

Payment will not exceed \$300 per day up to Our aggregate limit of \$1,000 per Covered Trip. Coverage will be provided for only one Occurrence per Covered Trip.

**3. Covered Expenses for Trip Delay Coverage**

For the purposes of Trip Delay coverage, covered expenses mean:

- a. Hotel accommodations;
- b. Transportation;
- c. Food; and
- d. Necessities, which include, on an emergency basis, personal articles and Business Effects.

Total covered expenses may not exceed the per day limit and must be necessary and reasonable.

**4. Proof of Loss**

When providing Proof of Loss as described in the section on Terms That Apply To All Benefits, under the subsection on Claims, requested documentation may include, but may not be limited to:

- a. Detailed hotel accommodation receipt(s);
- b. Proof of Permanent Residence;
- c. A copy of the Scheduled Airline ticket that includes the original booked ticket and the changed scheduled ticket;
- d. Proof of the trip delay (such as a letter from a Scheduled Airline, newspaper clipping, weather report, police report or other evidence and proof of the expenses claimed as a result of the trip delay); or
- e. Any other necessary expense receipts.

**5. Exclusions and Limitations Applicable to Trip Delay**

All benefits under this Trip Delay benefit are EXCESS coverage as described in the section on Terms That Apply To All Benefits, under the General Limitations And Exclusions. In regards to the Trip Delay benefit, this means that the claim can be determined and paid only after the claim has been settled with and paid or denied by the Scheduled Airline responsible for the loss. If the Scheduled Airline pays the claim in full, such claim will not be subject to reimbursement under this benefit.

Coverage will not be provided for the denied Boarding of a Scheduled Airline due to overbooking when the Covered Person voluntarily denies Boarding the flight in exchange for an offer/coupon by the Scheduled Airline.

## **D. GLOBAL BAGGAGE PROTECTION**

### **1. Covered Trip**

In relation to Global Baggage Protection coverage as described below, Covered Trip means a trip:

- a Taken by the Covered Person between the point of departure and the final destination as shown on the Covered Person's ticket, receipt or other evidence acceptable to Us; and
- b. On a Scheduled Airline, Common Carrier Conveyance or by other means of transportation.

### **2. Explanation of Benefits**

We will pay the benefits described below if the Covered Person's Baggage is unexpectedly and unintentionally lost, damaged or stolen while on the Covered Trip, provided the Covered Person has taken all necessary precautions to preserve, protect and recover the property insured.

#### **a. Carry-on and Checked Baggage Benefit**

This benefit is paid for the Replacement Cost up to \$2,500 for Baggage while the Covered Person is riding in a Common Carrier Conveyance or Scheduled Airline while on a Covered Trip. Bicycles are covered when checked as Baggage with a Scheduled Airline or Common Carrier Conveyance. In the event of a covered claim for Carry-on and Checked Baggage benefit, We will pay the lesser of:

- (1) the actual purchase price of the item;
- (2) the Replacement Cost of the item at the time of loss; or
- (3) 75% of the Replacement Cost of the item at the time of loss, if the Covered Person cannot provide us with an original, duplicate or replacement receipt for the item used to replace the lost, damaged or stolen item.

See the paragraphs in this subsection below on Exclusions and Limitations Applicable to Global Baggage Protection for important conditions to how We pay these benefits.

#### **b. Delayed Checked Baggage Benefit**

This benefit reimburses up to \$500 for the cost of replacing or renting, on an emergency basis, necessary personal articles and Business Effects contained in a Covered Person's accompanying checked Baggage when the checked Baggage is not delivered, due to fault by the Common Carrier Conveyance or Scheduled Airline, within 3 hours of the Covered Person's arrival at their destination. Such emergency purchases or rentals must be made prior to arrival of the delayed checked Baggage at the destination and within the region serviced by the transportation service location. Bicycles are covered when checked as Baggage with a Scheduled Airline or Common Carrier Conveyance. See the paragraph in this subsection below on Exclusions and Limitations Applicable to Global Baggage Protection for important conditions on Our payment of these benefits.

#### **c. Other Means of Transportation Benefit**

Benefits will be paid for the Replacement Cost of personal property and Business Effects if a loss occurs while in a personal or rented vehicle on a Covered Trip. This benefit pays up to \$2,500. In the event of a covered claim under this benefit, We will pay the lesser of:

- (1) the actual purchase price of the item;
- (2) the Replacement Cost of the item at the time of loss; or
- (3) 75% of the Replacement Cost of the item at the time of loss, if the Covered Person cannot provide Us an original, duplicate or replacement receipt for the item used to replace the lost, damaged or stolen item.

See the paragraphs in this subsection below on Exclusions and Limitations Applicable to Global Baggage Protection for important conditions to how We pay these benefits.

#### **d. Hotel/Motel Personal Property Benefit**

Benefits will be paid for the Replacement Cost to personal property and Business Effects if a loss occurs anywhere on the premises of a hotel or motel where the Covered Person is staying as a paying registered guest. Coverage is available when the Covered Person is staying at any hotel or motel immediately before leaving on, during, or immediately after arriving from a Covered Trip. This benefit pays up to \$2,500. In the

event of a covered claim under this benefit, We will pay the lesser of:

- (1) the actual purchase price of the item;
- (2) the Replacement Cost of the item at the time of loss; or
- (3) 75% of the Replacement Cost of the item at the time of loss, if you do not have an original, duplicate or replacement receipt for item used to replace the lost, damaged or stolen item.

See the paragraphs in this subsection below on Exclusions and Limitations Applicable to Global Baggage Protection for important conditions to how We pay these benefits.

### **3. Notice of Claim and Proof of Loss**

The Covered Person shall provide Notice of Claim and Proof of Loss to Us as described in Terms That Apply To All Benefits, under the subsection on Claims. In addition to those requirements a Covered Person must take the following steps when submitting a claim for Global Baggage Protection benefits:

#### **a. Carry-on Baggage Benefit**

- (1) the Covered Person must promptly file a written report of the loss or damage with a local law enforcement agency and obtain a copy of the report;
- (2) if the loss occurred while the Baggage was on a Common Carrier Conveyance or a Scheduled Airline, the Covered Person also must file a report with the Common Carrier Conveyance or Scheduled Airline before leaving the premises of the airport or station and obtain a copy of the report;
- (3) the Covered Person must then submit a Notice of Claim as described in the section on Terms That Apply To All Benefits, under the subsection on Claims, to obtain a claim form and instructions; and
- (4) the Covered Person must then complete and sign the baggage claim form and return it with the form's requested documentation of loss. The claim form must be filed as soon as possible, but no later than 60 days following the date of loss.

#### **b. Checked Baggage Benefit**

- (1) the Covered Person must file a report with the Schedule Airline or Common Carrier Conveyance before leaving the premises of the airport or station and obtain a copy of the report; and
- (2) the Covered Person then must follow Notice of Claim and Proof of Loss procedures as

described above in steps (3) and (4) under the Carry-on Baggage benefit.

#### **c. Delayed Checked Baggage Benefit**

- (1) the Covered Person must promptly file a delayed checked Baggage report or Property Irregularity Report with the Common Carrier Conveyance or Scheduled Airline before leaving the premises of the airport or station and obtain a copy of the report;
- (2) the Covered Person must allow 3 hours from the time of arrival at the Common Carrier Conveyance or Scheduled Airline destination for delivery of the delayed checked Baggage. If the delayed checked Baggage is not received within 3 hours, the Covered Person may purchase or rent clothing, toiletries or other necessary replacement articles on an emergency basis up to a limit of \$500. Receipts for such purchases and rentals must be furnished when presenting the claim; and
- (3) the Covered Person must then follow Notice of Claim and Proof of Loss procedures as described above in steps (3) and (4) under the Carry-on Baggage benefit.

If a claim is made and a settlement received under Delayed Checked Baggage, the Covered Person cannot also make a claim, for the same or similar items not recovered, under the Checked Baggage benefit.

#### **d. Hotel/Motel Personal Property Benefit**

- (1) the Covered Person must promptly file a written report of the loss or damage with the hotel/motel or with a local law enforcement agency, and obtain copies of the report(s); and
- (2) the Covered Person must then follow Notice of Claim and Proof of Loss procedures as described above under steps (3) and (4) under the Carry-on Baggage benefit.

#### **e. Other Means of Transportation Benefit**

- (1) the Covered Person must promptly file a written report of the loss or damage with a local law enforcement agency, and obtain copies of the report(s); and
- (2) the Covered Person must then follow Notice of Claim and Proof of Loss procedures as described above under steps (3) and (4) under the Carry-on Baggage benefit.

### **4. Exclusions and Limitations Applicable to Global Baggage Protection**

In addition to the exclusions described in the section on Terms That Apply To All Benefits, under the General Exclusions And Limitations, the following exclusions and limitations apply to the Global Baggage Protection benefits:

**a. Limitation on Benefits**

We will pay benefits as stated in this subsection above in the paragraphs on Explanation of Benefits in accordance to each applicable limitation:

- (1) **Per Article Limitation** We will pay a maximum of \$300 per article for which a Covered Person experiences a loss per Occurrence (meaning each replaced item will be reimbursed up to \$300); and
- (2) **High-Risk Articles Limitation** In addition to the per article limitation, claim payments on High Risk Articles are subject to an aggregate maximum of \$500 per Occurrence.

**b. Other Exclusions Applicable to Global Baggage Protection**

We will not pay benefits if the loss for which the coverage was sought was directly or indirectly, wholly or partially, contributed to or caused by:

- (1) any act by customs or other governmental authorities, whether by voluntary consent or by confiscation or requisition (except the Transportation Security Administration);
- (2) a mysterious disappearance (where there is an unknown time, place and manner of loss); or
- (3) defective workmanship, normal wear and tear and gradual deterioration.

**c. Articles Excluded from Global Baggage Protection Coverage:**

- (1) umbrellas, hats, personal effects worn on the Covered Person at the time of loss, keys;
- (2) cash or its equivalent; notes, accounts, bills, currency, deeds, food stamps or other evidences of debt or intangible property, credit cards and other travel documents (including passports and visas);
- (3) securities;
- (4) tickets and documents;
- (5) eyeglasses, sunglasses, contact lenses; hearing aids, artificial teeth and limbs; prescription or non-prescription drugs;
- (6) food;
- (7) plants and animals;
- (8) automobiles and equipment; motorcycles and motors; aircraft, boats or other conveyances; or

- (9) property shipped as freight or shipped prior to the Covered Trip Departure Date or check-in date.

**E. TRAVEL ACCIDENT PROTECTION**

**1. Covered Trip**

In relation to Travel Accident Protection coverage Covered Trip means:

- a. A trip that begins at 12:01 a.m. on the Covered Trip Departure Date and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date, unless an Accidental Death occurs prior to the travel; and
- b. If a Covered Person travels on a Covered Trip to a Temporary Residence, the trip will be covered only for the first 45 days and coverage will terminate at 12:01 a.m. on the 46th day of the trip, but coverage will resume at 12:01 a.m. on the date the Covered Person departs from the Temporary Residence to conclude the Covered Trip.

**2. Explanation of Benefits**

**a. Accidental Death or Dismemberment Benefit**

If a benefit amount is payable under When Benefits Are Payable (subsection below), We will pay the applicable benefit if a Covered Person suffers an Accidental Death or a Dismemberment. We will pay benefits for the greatest loss, either Accidental Death or one category of Dismemberment, sustained by the Covered Person as the result of any one Occurrence. The benefit amounts are reflected on Your Schedule of Benefits.

**b. When Benefits Are Payable**

- (1) **24-Hour Accidental Death or Dismemberment** This benefit is payable if the Covered Person suffers an Accidental Death or Dismemberment at any time beginning at 12:01 a.m. on the Covered Trip Departure Date and ends at 12:01 a.m. on the date immediately following the Covered Trip Conclusion Date which does not exceed 365 consecutive days from the date of departure, unless the Accident occurs before the Covered Person commences the trip. If the Covered Trip exceeds 365 consecutive days, We will cover only the first 365 days.

This benefit is not payable if the Accidental Death or Dismemberment benefits are payable under the Scheduled Airline and Common Carrier Conveyance benefit described in the paragraph below and also is

subject to applicable limitations and exclusions described in this Certificate. Benefits for Accidental Deaths or Dismemberments occurring on a Covered Trip are otherwise payable as provided on the table below, with an Accidental Death or Dismemberment payment a percentage of the total benefit payable per Occurrence.

- (2) **Scheduled Airline and Common Carrier Conveyance Benefit** During the Period of Coverage, this benefit is payable if the Covered Person suffers an Accidental Death or Dismemberment while Boarding, traveling in or Deplaning from a Scheduled Airline or Common Carrier Conveyance. Benefits are payable as provided on the table below, with an Accidental Death or Dismemberment payment a percentage of the total benefit payable per Occurrence.

**TRAVEL ACCIDENT PROTECTION BENEFIT TABLE**

<i>Benefit</i>	<i>% per Occurrence</i>
<b><u>ACCIDENTAL DEATH</u></b> .....	100%
<b><u>DISMEMBERMENT</u></b>	
Loss of both hands or both feet.....	100%
Loss of one hand and one foot.....	100%
Loss of entire sight of both eyes.....	100%
Loss of the entire sight of one eye and one hand or one foot.....	100%
Loss of one hand or one foot.....	50%
Loss of the entire sight of one eye.....	50%

The Accidental Death or Dismemberment must occur within 100 days from the date of the Accident causing the Accidental Death or Dismemberment.

**3. Provisions Applicable to Travel Accident Protection**

**a. Exposure to the elements**

Coverage will be provided for an Accidental Death or Dismemberment as a result of the Covered Person being unavoidably exposed to the elements while on a Covered Trip because of the disappearance, sinking, or wrecking of a Scheduled Airline, or, in regards to the 24-Hour Accidental Death and Dismemberment benefits only, the disappearance, sinking or wrecking of a Scheduled Airline or Common Carrier Conveyance, car wreck or other unavoidable reason.

**b. Remains cannot be found**

If the Covered Person's remains cannot be found within 52 weeks after the date of an Accident involving the disappearance, sinking or wrecking of a Scheduled Airline on which the Covered Person was a

passenger while on a Covered Trip, it will be presumed, subject to the absence of evidence to the contrary, that the Covered Person suffered Accidental Death covered by the Certificate. In regards to 24-Hour Accidental Death and Dismemberment benefits only, this provision applies to any circumstances in which the Covered Person's remains cannot be found, unless such circumstance is otherwise excluded by this Certificate.

**c. Coordinating benefits**

If a Covered Person is eligible for benefits under more than one type of Travel Accident Protection benefits under this Certificate, We will pay benefits for the greatest loss, either Accidental Death or one category of Dismemberment, sustained by the Covered Person as the result of any one Occurrence.

**d. Lump Sum Payment**

Accidental Death or Dismemberment benefits will be paid in a single, lump sum. There are no installment payment options for this benefit.

**e. Payment of Accidental Death Benefit to Beneficiaries**

An adult Covered Person other than Your Dependent may name a Beneficiary or change a Beneficiary at any time. For a Beneficiary designation to become effective, a written request on Our form for designating the Beneficiary must be completed and filed with Us. To obtain a Beneficiary Designation Form, please contact Us at 1-800-228-6855. If the Covered Person dies prior to the date We receive and record the change, payment will be made to the new Beneficiary. Any Beneficiary designations or changes made will take effect as of the date of the signed request. The prior Beneficiary's interest ends the date the new designation takes effect.

If Your Dependent suffers an Accidental Death, You are always the Beneficiary.

If more than one Beneficiary is designated and the Covered Person has not specified the Beneficiaries' respective interests, the designated Beneficiaries will share equally. If no Beneficiary has been designated, or if the designated Beneficiary dies before the Covered Person and no other Beneficiary is named, the benefits will be paid to the surviving person, or equally to the surviving persons, in the first of the following classes in which there is a living member:

- (a) the Covered Person's Spouse or Domestic Partner;
- (b) the Covered Person's children, equally per stirpes; or
- (c) the Covered Person's estate.

In determining such person or persons, We may rely upon an affidavit by a member of any of the classes of preference Beneficiaries. Payment based upon any such affidavit will fully discharge Us from all obligations under the Policy unless, before such payment is made, We have received written notice of a valid claim by some other person. Any amount payable to a minor may be paid to the guardian of the estate of the minor.

If a benefit not exceeding \$1,000 is payable to an estate or a minor, We may pay such benefit to any relative by blood or with a connection by marriage to the Covered Person who is deemed by Us to be entitled. Any payment We make in good faith shall fully discharge Us to the extent of such payment.

**f. Proof of Loss Under Travel Accident Protection**

In addition to following the Proof of Loss requirements under Terms That Apply To All Benefits, under the subsection on Claims, a Covered Persons shall allow the Company, at its expense, to examine the Covered Person as often as is reasonable while the Covered Person's claim is pending. The Company may also have an autopsy performed where it is not forbidden by law.

**g. Timing of Our Payment of Claims Under Travel Accident Protection**

We will pay claims under Travel Accident Protection benefits within 45 days after receipt of a complete Proof of Loss, as described in the section on Terms That Apply To All Benefits, in the subsection on Claims.

**4. Exclusions and Limitations Applicable to Travel Accident Protection Coverage**

In addition to the exclusions and limitations described in the General Limitations And Exclusions section of this Certificate, the following limitations and exclusions apply to Travel Accident Protection coverage:

**a. Maximum Accidental Death and Dismemberment Benefit Per Occurrence When Covered By More than One Policy Issued by the Company**

If the Covered Person is enrolled under other policies underwritten by AMEX Assurance Company that also provide a benefit for Accidental Death and/or Dismemberment, the maximum sum payable to the Covered Person under all applicable policies for an Accidental Death and/or Dismemberment Loss is \$3,500,000. This does not preclude the Covered

Person from receiving all entitled benefits other than Accidental Death and/or Dismemberment benefits, up to the maximum limit disclosed in the Certificate of Insurance, under other AMEX Assurance Company policies.

**b. Other Exclusions**

Benefits will not be paid if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

- (1) driving, riding as a passenger in, entering or leaving a rental vehicle except for the 24-hour Accidental Death & Dismemberment benefit; or
- (2) any Sickness.

**IV. TRAVEL ASSISTANCE AND OUR 24-HOUR HOTLINE**

All Covered Persons under the Policy are eligible to use the 24-Hour Travel Assistance Hotline services described below:

**1. Emergency Assistance**

If a Covered Person needs emergency assistance for a covered Occurrence under the Policy, the Covered Person can call 1-800-228-6855, 24 hours a day, 7 days a week within the United States, or call collect at 1-303-273-6497 from anywhere else. Please have readily available the Identification Number of this Certificate, a local telephone number, location and details of the situation. We will confirm the Covered Person's eligibility and assist the Covered Person with the situation. If the Covered Person is unable to get through to Us when calling collect, dial directly at 1-303-273-6497. The assistance coordinator will take the Covered Person's telephone number and return his/her call.

If the Covered Person's emergency needs immediate attention, he/she should acquire local assistance and then contact the Travel Assistance Hotline as soon as the Covered Person is reasonably able to do so. The Travel Assistance Hotline provider will do everything possible to assist the Covered Person immediately upon calling. Unfortunately, there are occasional situations beyond Our control that make providing support difficult. Our assistance providers will make every possible attempt to service the Covered Person during his or her emergency. Our assistance provider's staff will do its very best to refer the Covered Person to appropriate and reputable providers located nearest him or her. However, neither We nor Our assistance provider can be held liable for the outcome or quality

of the care the Covered Person receives from these independent practitioners.

## **2. Pre-trip Planning**

Pre-trip Assistance – Before a Covered Person leaves on a Covered Trip, We can provide him or her information on the particular country to which he or she will be traveling, such as passport/visa requirements, inoculations, and travel warnings known to Us.

Consulate/Embassy Referral – We will provide the Covered Person the address and/or phone number of the local embassy or consulate.

Weather Inquiry – This benefit provides the Covered Person with weather forecasts for destinations around the world. We can provide month-to-month averages as well as a short-term detailed forecast.

Foreign Exchange Rates – We are able to provide timely foreign exchange rates throughout the world.

Visa/Passport Requirements – We can provide the Covered Person with the entry requirements for destinations around the world.

Inoculation Information – We will provide the Covered Person with inoculation recommendations that may be needed prior to traveling to his or her destination.

## **3. Basic Inquiries**

Basic Inquiry – We will field calls from the Covered Person about contact numbers, general questions and any other non-emergency questions.

Benefits Inquiry – If the Covered Person should have questions about specific benefits of this service, We will provide the information requested.

Service Only – If the Covered Person is in need of a general service that is not specifically listed, but is still attainable, We will do Our best to provide this service.

## **4. Financial Assistance**

Alternate Cash Source – We are capable of locating ATM's around the United States and in many foreign cities.

## **5. Medical Assistance**

### **LEVEL I (MEDICAL REFERRAL)**

Medical Referral – If an emergency occurs during a Covered Trip that requires the Covered Person to seek urgent and immediate medical advice, the Covered Person should contact the 24-Hour Hotline Travel

Assistance to obtain the names and telephone numbers of local qualified Physicians or Dentists that speak his/her language in the area. We are not providing medical advice but rather information. The ultimate choice to seek and accept medical care is the Covered Person's responsibility.

### **Level II (MEDICAL MONITORING)**

Medical Monitoring – If the Covered Person is hospitalized when traveling away from his or her Permanent Residence, Our medical advisors monitor the case from initial admission until discharge by maintaining close contact with the Covered Person and his or her Attending Physician, family Physician and family. Our medical advisors also help determine if adequate care is available locally, and if necessary, facilitate the evacuation of the Covered Person to the nearest appropriate medical facility.

## **6. Other Assistance Services**

Lost Baggage/Document Assistance – We assist with the return of lost baggage by coordinating with the commercial carrier.

Legal Referral – We will provide the Covered Person with convenient legal referrals in his/her general area. The ultimate choice to seek and accept legal advice is the Covered Person's responsibility.

Urgent Message Relay – We will provide for the contact of family and/or friends in the event of an emergency situation while the Covered Person is traveling.

Telephone Interpretation/Translation – We provide emergency telephone translation services in major languages and also make referrals to interpreter services.

## **V. CHANGING YOUR BENEFITS**

If You would like to change the level of Your coverage, please contact Us at 1-800-228-6855. The effective date for the change of coverage will be the next business day following Our receipt, acceptance and approval of the change and subject to the payment of any additional required premium. Changes to the Designated Trip Payment Plan will not be honored unless placed prior to the Covered Trip Departure Date and approved by Us. For the Designated Trip Payment Plan the premium is refundable up to 14 days after the initial purchase of this Plan or the Covered Trip Departure Date, whichever happens first. The premium is non-refundable anytime after the 14th day from the initial purchase of this Plan or the Covered Trip Departure Date, whichever happens first.

## **VI. TERMS THAT APPLY TO ALL BENEFITS**

### **A. GENERAL PROVISIONS, INCLUDING PREMIUMS AND CLAIMS**

#### **1. Premiums**

Premiums will be determined for each Covered Person listed on the Schedule of Benefits.

#### **Designated Trip Payment Plan**

The applicable single-trip premium will be due prior to the Covered Trip Departure Date.

#### **2. Claims**

If a Covered Person experiences a loss for which he or she believes a benefit is payable under this Plan, You or the affected Covered Person must provide both Notice of Claim and Proof of Loss.

##### **a. Notice of Claim**

Notice of Claim should be provided to Us within 30 days of the loss. The notice must contain the Covered Person's name, the identification number on this Certificate and a brief description of the loss and associated expenses. Covered Persons may contact Us by calling toll-free stateside 1-800-228-6855 or, if from overseas, by calling collect 1-303-273-6497. Covered Persons may also write to Us at American Express Travel Insurance, P.O. Box 981553, El Paso TX 79998-9920. **Some benefits may require sooner Notice of Claim. Please review if there is a Notice of Claim provision under the Description Of Benefits section in connection with each type of benefit of this Certificate for additional instructions, if any, for submitting a Notice of Claim.**

Failure to provide Notice of Claim within 30 days will not invalidate a claim or reduce any benefit payment that may be found to be eligible, if notice was provided to Us as soon as reasonably possible. No claim will be denied based upon the failure to provide notice within such specified time, unless this failure operates to prejudice Us.

##### **b. Claim Forms**

At the time a Covered Person provides Us with Notice of Claim, We will assist with the Proof of Loss by providing instructions and/or forms for the Covered Person to complete and return to Us. If We do not send the forms within 15 days after We receive Notice of Claim, the Covered Person may meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of the loss in accordance with the

Proof of Loss provision below. Covered Persons must cooperate with Us and provide forms and/or documentation as requested by Us which is required and necessary to process the claim and determine if benefits are payable.

##### **c. Proof of Loss**

Proof of Loss requires You or the affected Covered Person to send Us all information We request, at Your or the Covered Person's expense, in order that the claim may be evaluated and that We may make a determination as to whether the claim may be paid. The Proof of Loss documentation may be mailed to Us at the same address provided above for mailing the Notice of Claim.

You or the affected Covered Person must provide Us with satisfactory Proof of Loss within 90 days after the date of loss, or as soon as reasonably possible thereafter if the claim cannot be reasonably submitted within 90 days.

Proof of Loss for any Covered Trip must include the Covered Trip Departure Date and the Covered Trip Conclusion Date, as evidenced by the Covered Person's ticket, the Schedule of Benefits, or the enrollment form or, if none of these documents are available, other verification acceptable to Us.

**Please review Proof of Loss provisions under the Description Of Benefits section in connection with each type of benefit of this Certificate for additional instructions, if any, about what We will need for a Proof of Loss relating to the benefit.**

It is Your responsibility to provide all required documentation We request. We reserve the right to request all information We deem necessary to determine that Your claim is payable, and We will not consider that We have received complete Proof of Loss until all information We have requested is received. If the claim is for a continuing loss for which We make periodic payments, the claimant must give Us written Proof of Loss within 90 days after the end of each period for which benefits are payable.

##### **d. Our Payment of Claims**

Claims for benefits will be paid in accordance with state regulations when written Proof of Loss is received. Benefits that provide for periodic payment will be paid monthly. All benefits are paid directly to the Covered Person, except for medical benefits which may be paid directly to the provider of medical services or Accidental Death benefits which will be paid to the Covered Person's Beneficiary. Any payment that We make in good faith will fully discharge Us to the extent of that payment.

### **3. Other General Terms**

#### **a. Change in Permanent Residence**

You must notify Us within 30 days after You change Your Permanent Residence. If the change is to a different state, We may need to adjust the terms of Your coverage (including Your rates) to conform to the requirements of that state.

#### **b. Clerical Error**

A clerical error made by the Company will not invalidate insurance otherwise validly in force nor continue insurance not validly in force.

#### **c. Conformity with State and Federal Law**

If a Plan provision does not conform to applicable provisions of State or Federal law, the Plan is hereby amended to comply with such law.

#### **d. Entire Contract; Representation; Change**

This Certificate, the Policy and any applications, endorsements or riders make up the entire contract. Any statement You make to Us in the application or elsewhere is a representation and not a warranty. This means that You make a statement to the best of Your knowledge based on facts known to You at the time. However, You are not warranting that such statement will remain true in the future. This Certificate may be changed at any time by written agreement between the Master Policyholder and the Company. Only the President, Vice-President or Secretary of the Company may change or waive the provisions of the Certificate. No agent or other person may change the Certificate or waive any of its terms. This Certificate may be changed at any time by providing notice to You. A copy of the Policy will be maintained and kept by the Master Policyholder and may be examined at any time.

#### **e. Fraud**

If any request for benefits made under the Plan is determined to be fraudulent, or if any fraudulent means or devices are used by You or by any Covered Person to obtain benefits, all benefits will be denied.

We do not provide coverage to You or a Traveling Companion who, whether before or after a loss, has:

- (1) concealed or misrepresented any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or
- (2) concealed or misrepresented any fact if the fact misrepresented contributes to the loss.

We may terminate this Certificate for fraud or misrepresentation relating to enrollment or filing

claims. See section on Termination Or Cancellation Of Coverage below under subsection on Grounds For Termination.

#### **f. Legal Actions**

No legal action may be brought to recover against this Plan until 60 days after Proof of Loss has been received by Us. No such action may be brought after 3 years from the time written Proof of Loss is required to be given, or if the action involves a denied claim, from the time the claim is denied.

#### **g. Liberalization Clause**

If We make a change which broadens coverage under this edition of the Policy without additional premium charge, that change will automatically apply to the Covered Person's coverage as of the date We implement the change in Your state, provided that this implementation date falls within 60 days prior to or during the Period of Coverage described in the Schedule of Benefits.

This clause does not apply to changes implemented through introduction of a subsequent edition of the Policy.

#### **h. Misstatement of Age**

If premiums for the Covered Person are based on age and the Covered Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Covered Person is insured are based on age and the Covered Person has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

#### **i. Right of Recovery**

If We make a payment to a Covered Person under this Plan and the Covered Person recovers an amount from another, equal to or less than Our payment, the Covered Person shall hold in trust for Us the proceeds of the recovery and reimburse Us to the extent of Our payment. If Our payments exceed the maximum amount payable under the benefits of this Plan, We have the right to recover from the Covered Person any amount exceeding the maximum amount payable.

#### **j. Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all the Covered Person's other rights of recovery. The Covered Person shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable Us to effectively bring suit or

otherwise pursue subrogation rights in the Covered Person's name. The Covered Person shall do nothing to prejudice such subrogation rights.

## **B. GENERAL LIMITATIONS AND EXCLUSIONS**

### **1. Excess Coverage**

If any loss under this Policy and Certificate is insured under any other valid and collectible policy, this Policy shall cover such loss, subject to its exclusions, conditions, provisions and other terms herein, **only to the extent that the amount of such loss is in excess of the amount of such other insurance which is payable or paid. This limitation applies to all benefits unless otherwise provided above in regards to a specific benefit in the Description Of Benefits section.**

### **2. When a Covered Person has Coverage under similar American Express Products**

A Covered Person may be covered for similar benefits under different American Express Products. If both products state that the similar benefits are either primary or that the benefits are excess, the product with the lower level of benefits will pay first and the other product will provide excess coverage.

### **3. When a Covered Person purchases a Covered Trip with Frequent Flyer Points or other travel credits**

Benefits under this Certificate are available only for travel expenses paid for in cash or the equivalent to cash, such as through use of a credit or debit card, or when American Express Membership Rewards Points are used in the Pay with Points program. Benefits are not available for travel purchased with travel award credits such as frequent flyer points issued by Scheduled Airlines, vouchers or coupons issued by hotels or rental car companies or similar programs, including such credits purchased by exchanging American Express Membership Rewards Points for such credits.

### **4. Multiple Certificates of Insurance under this Policy for a Covered Trip**

This Certificate takes the place of any Certificate of Insurance previously issued to You under the Policy. You or any Covered Person may qualify under only one Certificate of Insurance issued under the Policy for each Covered Trip. If any Covered Person is insured at the same time under more than one Certificate, We will consider that person to be insured under the Certificate that provides the greatest amount

of coverage as shown on the Schedule of Benefits for the Certificate. Upon discovery of the duplication, We will refund any duplicated premium payments that may have been made on behalf of a Covered Person. The records maintained by the Master Policyholder shall determine the insurance provided under the Policy for any Covered Person. The maximum amount We will pay for any one benefit is that which provides the greatest amount of coverage, as shown on the Schedule of Benefits.

### **5. Preexisting Condition Exclusion**

There is no coverage for losses under this Certificate incurred because of a condition of a Covered Person, Family Member, Traveling Companion or Family Member of a Traveling Companion if, during the 90 days preceding and including the Coverage Effective Date:

- a. There was medical advice or treatment received or recommended by a Physician or Dentist for the condition;
- b. Symptoms of the condition were present which would have caused a prudent person to seek medical consultation, dental treatment, advice, examination or treatment; or
- c. If during such 90 day period the condition required taking newly prescribed medication or adjusted medication.

The exclusion does not apply to congenital anomalies of Dependent children who are Covered Persons, Family Members or Family Members of Traveling Companions. Routine examinations for physicals, dental check-ups or similar wellness care visits do not trigger the Preexisting Condition exclusion unless the treating Physician or Dentist diagnoses an injury from an Accident or a Sickness during the examination.

We will waive this Preexisting Condition exclusion in relation to a Covered Person if the Covered Person meets all of the following requirements:

- a. The Covered Person must be medically able to travel at the time the Policy premium is paid; and
- b. The premium under the Policy is paid within 14 days of making the first Covered Trip deposit;

If the Covered Person does not qualify to have the Preexisting Conditions exclusion waived, any Sickness that arises during the Covered Trip that is NOT related to a Preexisting Condition will be eligible for coverage under this Plan.

This exclusion is applicable to all Covered Persons, Traveling Companions, Family Members and Family

Members of Traveling Companions, whether or not they are traveling.

#### **6. Exclusions That Apply To All Benefits**

Benefits are not payable if the loss for which coverage is sought was directly or indirectly, wholly or partially, contributed to or caused by:

- a. War or any act of war, whether declared or undeclared, or any other activity directly related to and occurring while in the service of any armed military force of any nation state recognized by the United Nations;
- b. Participation in a riot, civil disturbance, protest or insurrection;
- c. Violation of a criminal law, offense or infraction, whether cited or charged, by or on behalf of the Covered Person or Beneficiary;
- d. Being engaged or committing fraud, abuse, or illegal activity of any kind by the Covered Person or Family Member;
- e. Suicide or any attempt at suicide, intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury, or autoeroticism;
- f. Being under the influence of any drug, unless taken as prescribed or administered on the advice of a Physician;
- g. Consumption of alcohol at or in excess of the legal blood alcohol level in the state or locality in which the Accident occurred;
- h. Riding in any capacity in an aircraft other than as a fare-paying passenger on a Scheduled Airline or Common Carrier Conveyance;
- i. Riding or driving in any kind of race for prize money or profit;
- j. Participation in professional sporting events (including training);
- k. Pregnancy, resulting childbirth or abortion except to the extent coverage is required for Complications of Pregnancy;
- l. Cosmetic surgery, except surgery that is reconstructive, incidental and related to an Accidental Injury;
- m. Accidental Injury or Sickness covered under any state or federal workers' compensation, employer's liability or occupational disease law;
- n. Any mental or emotional condition, whether diagnosed or undiagnosed;

- o. Any addiction to drugs, alcohol, prescribed or non-prescribed medication, or any other substance;
- p. Voluntary ingestion, injection, or inhalation of any substance;
- q. Fighting, brawling, or injury from a firearm or knife or any other lethal instrument during a fight or brawl unless acting in self defense;
- r. Intentional exposure to Exceptional Danger except in an attempt to save human life;
- s. Confiscation by any governmental authority, public authority, or customs official; or
- t. Any injury received during or as a result of Commutation.

### **VII. TERMINATION OR CANCELLATION OF COVERAGE**

#### **A. REASONS FOR TERMINATION OF COVERAGE OR END OF A COVERED TRIP**

##### **1. In Regards to a Specific Covered Trip**

For Covered Persons enrolled in a Designated Trip Payment Plan, coverage under the Certificate will terminate at 12:01 a.m. on the date immediately following the earliest of these events:

- a. The Covered Trip Conclusion Date;
- b. The Covered Person completes the Covered Trip;
- c. The Covered Person reaches the final destination point on a one-way trip or arrival at the return destination on a round-trip;
- d. The Covered Trip is cancelled.

##### **2. In General**

Coverage under the Certificate will end at 12:01 a.m. on the date immediately following any of these events, except as otherwise be provided in this paragraph or paragraph B.3 of this Section, below:

- a. The Covered Person's Permanent Residence is no longer within the 50 United States of America, the District of Columbia, or territories of the United States;

- b. You request termination of insurance;
- c. We determine that misrepresentation, non-disclosure or fraud in enrollment or claims presentation has occurred;
- d. The end of the period for which required premiums are due but not paid, subject to the grace period described above in the section on Terms That Apply To All Benefits, in the subsection on Premiums;
- e. The Policy or any benefit under the Policy is cancelled; or
- f. We are unable to collect premium from Your Account.

In regards to paragraph e, above, if a Covered Person is on a Covered Trip at the time of termination, the Covered Person's coverage will not terminate until the end of the Period of Coverage for that Covered Trip as defined by this Certificate.

## **B. REQUIREMENTS FOR TERMINATION**

### **1. During initial 14 day review period**

To cancel Your coverage during the initial 14 day review period, You either must:

- a. Return the Certificate, with a request for termination to: AMEX Assurance Company  
Attn: American Express Travel Insurance, P.O. Box 471792, Tulsa OK 74147-1792 ; or
- b. Call our Client Service Department at 1-800-228-6855.

### **2. After initial 14 day review period, or by Participating Organization**

- a. Any termination request after the 14 day review period will receive a pro-rated refund. The Designated Trip Payment Plan Trip Cancellation/Interruption benefits are not refunded on a pro-rated basis. The premium is consumed from the purchase of the Policy.
- b. You may terminate your coverage under the Certificate as described in this paragraph. To terminate coverage, You or the Participating Organization must provide Us with a notice before a requested termination date. The Participating Organization must provide Us with a minimum of 60 days advance written notice before the requested termination date. Termination is not effective until We are notified in writing by the organization.

- c. Either You or the Participating Organization may terminate one or more benefits under the Policy that are offered as an option or all insurance benefits. Termination or Cancellation of coverage will not prejudice any claim originating prior to termination or cancellation subject to all other terms of the Policy.

### **3. Termination or Non-Renewal of Policy By Us or the Master Policyholder**

- a. This Certificate is provided to Covered Persons under a Designated Trip Payment Plan, which means that coverage lasts only for the duration of a Covered Trip as defined by this Certificate. The coverage is not renewable.
- b. Either the Master Policyholder or We may terminate the Policy with 31 days' notice to the other party. We shall provide notice to Covered Persons and to Participating Organizations of the date coverage under the Certificate will terminate because the Policy is terminating.
- c. We may terminate this Certificate, or the coverage under this Certificate of any Covered Person, with 45 days' written notice if We determine that You or any Covered Person has made a material misrepresentation, non-disclosure or fraudulent statement in enrollment or claims presentation.
- d. We may terminate this Certificate with 10 days' written notice if we are unable to collect premium from Your Account.
- e. Notwithstanding non-renewal or termination of the Policy under paragraphs a. or b., above, if a Covered Person is on a Covered Trip at the time of termination under those paragraphs, the Covered Person's coverage will not terminate until the end of the Period of Coverage for that Covered Trip as defined by this Certificate.

## **AMERICAN EXPRESS TRAVEL INSURANCE STATE EXCEPTIONS**

**Please take note of these significant state exceptions.**

### **For residents of Arkansas:**

- Under Legal Actions provision, any action against the Company must be brought within the time allowed by Arkansas law.
- Under Right of Recovery provision, the Company has the right to recover paid funds given the amount recovered exceeds the loss incurred.

### **For residents of District of Columbia:**

- Under definition of Exceptional Danger, the words “reasonably prudent” are removed.
- Under the Pre-Existing Conditions provision, only part a. is considered a pre-existing condition (parts b. & c. were removed in their entirety).
- The following warning is added to the Fraud provision:  
“It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.”

### **For residents of Florida:**

- Under Requirements for Termination #3, the Company will provide advance written notice for timeframes cited in parts c. & d.

### **For residents of Maryland:**

- Under Legal Actions provision, no legal action is permitted after 3 years from the date it accrues which is not contingent upon due date of proof of loss or denial of claim date.
- Coverage under the Certificate cannot be terminated solely due to the Company determining non-disclosure took place in the enrollment or claims presentation.
- The Policy may terminate if either the Company or Master Policyholder provides 45 days notice to the other party.

### **For residents of Missouri:**

- In addition to the Accident definition, an Accident does not exclude pyogenic infections which result from Accidental Injury, or bacterial infections which result from the unintentional ingestion of contaminated substances.
- Global Medical Protection, general exclusion part r. is removed. Also, benefits may be coordinated with any other excess coverage the Covered Person may have and any benefits payable in excess of the Covered Person's actual loss may be recovered.
- Global Baggage Protection claim form must be completed and returned within 60 days following the loss if reasonable. No claim will be denied based upon the failure to provide notice or file the claim within such specified time, unless this failure operates to prejudice the Company.
- Legal Actions are not permitted after 10 years.

**For residents of Mississippi:**

- The Company cannot request an autopsy.
- Claims paid under Global Medical Protection and Travel Accident Protection will be paid within 35 days after receipt of due written proof of loss.

**For residents of Nevada:**

- The Company can cancel coverage for any reason during the first 70 days it is in effect. After the Policy has been in effect for 70 days or renewed, the company can only cancel for the following reasons:
  1. Non-payment of premium
  2. Fraud or material misrepresentation
  3. Significant change in risk exposure
  4. A determination by the Nevada Commissioner that our present volume of premiums jeopardizes the company's financial well being or be hazardous to the interest of the insureds'.

All cancellation notices must be mailed or delivered to the insureds' at least 30 days prior to the effective date of the cancellation except for non-payment of premium which is 10 days.

**For residents of Ohio:**

- In addition to the Legal Actions provision, any legal action to recover against this Plan may be brought in an Ohio court.
- Policies that have been in effect for more than 90 days can only be cancelled for these reasons:
  1. Non-payment of premium
  2. Fraud or misrepresentation
  3. Moral hazards that increase any hazard against the insured
  4. Occurrence of a change in the individual risk which substantially increases hazard insured against except if the insurer should have foreseen the change
  5. Loss of reinsurance
  6. Failure of insured to correct violations of safety code or reasonable loss control recommendations
  7. Determination of by the Director that continuation of the policy would be hazardous to the insureds' or public.

Any of the above permissible reasons for cancellation must be in writing 30 days in advance of the cancellation effective date and such notice must include policy number, date of the notice, expiration date of the policy, and reason for the cancellation.

**For residents of South Carolina:**

- Toll free phone number is added to the title section of page one.

**For residents of Wisconsin:**

- Claims paid under Global Medical Protection and Travel Accident Protection will be paid within 30 days after receipt of complete proof of loss.
- Travel Accident Protection limitation # 4 part a. is removed in its entirety.
- Under the Notice of Claims provision, Claims cannot be denied for in-proper notice if such notice is provided within a year after the 30 day Notice of Claim period has ended. After the specified time period has ended and the insured failed to provide notice and reasonably should have then claims can be denied on such basis.
- Legal Actions are not permitted after 6 years.
- For Certificates that have been in effect for more than 60 days the Company can only terminate for the following reasons:
  1. Material Misrepresentation;
  2. If the Certificate becomes to risky for the Company to underwrite unless it could be reasonably foreseen by the Company;
  3. Substantial breaches of contractual duties, conditions, or warranties.

Termination for any of the above reasons or for Certificates in effect less than 60 days, notice must be provided to the insured by 1<sup>st</sup> class mailing and not effective until 10 days after the mail is received. Written termination notice must state the facts of the Company's decisions to terminate the policy.

**For residents of West Virginia:**

- The Global Medical Protection and Travel Accident Protection #5 & #3 part g. paragraphs are replaced in its entirety with the following:

“If We (Company) cannot pay or deny your claim within 30 calendar days, We will notify You of this fact within 15 working days after the initial 30 day period expires. We will provide You with written notification setting forth the reason(s) that additional time is needed every 45 calendar days until Your claim is paid or denied by Us. We will pay any amount finally agreed upon in settlement of all or part of Your claim not later than 15 working days from Your receipt of such agreement or from the date You perform the conditions, if any, set forth in the agreement, whichever is later.”