

# Trip Protect e-Saver

# HTH Worldwide

## CERTIFICATE PLAN CODE 76HTH

The material contained within is your Certificate of Insurance. No coverage is in force unless payment has been made for this plan. The Master Policy, available upon request, will govern the final interpretation of any provision or claim.

**IMPORTANT:** Keep this document and carry a copy with you when you travel. If you need to cancel your trip, contact the company you booked with immediately to cancel your reservation.

**FOR CERTIFICATE INQUIRIES OR CUSTOMER SERVICE**

**PLEASE CALL:**

**(866) 501-3254**

**OR FOR EMERGENCY ASSISTANCE  
24 HOURS A DAY DURING YOUR TRIP**

**IN THE US, CALL:**

**(866) 922-0278**

**COLLECT WORLDWIDE**

**(202) 974-6480**

### 10-DAY RIGHT TO EXAMINE CERTIFICATE

If you are not satisfied for any reason, you may return your certificate within 10 days after receipt. Your plan payment will be refunded, provided there has been no incurred covered expense and you have not left on your Covered Trip. When so returned, the certificate is void from the beginning. Return the certificate to us or our authorized agent.

**After this 10-day period, the payment for this plan is non-refundable.**

### ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

#### Who is Eligible for Coverage

A person who has arranged to take a Covered Trip, and pays the required plan payment, and is a resident of the United States of America or Canada.

#### When Coverage Begins

All coverages (except Pre-Departure Trip Cancellation) will take effect on the later of: 1) the date the plan payment has been received by us or our authorized agent; 2) the date and time you start your Covered Trip; or 3) 12:01 A.M. Standard Time on the Scheduled Departure Date of your Covered Trip.

Pre-Departure Trip Cancellation coverage will take effect at 12:01 A.M. Standard Time on the day after the date your plan payment is received by our authorized agent.

#### When Coverage Ends

Your coverage automatically ends on the earlier of:

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

All coverages under the plan will be extended if your entire Covered Trip is covered by the plan and your return is delayed by unavoidable circumstances beyond your control.

If coverage is extended for the above reasons, coverage will end on the earlier of the date you reach your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

### SUMMARY OF COVERAGES

#### Air Flight Accident

We will pay this benefit, up to the amount on the Schedule, if you are injured in an Accident, which occurs while you are on a Covered Trip, and covered under the plan, and you suffer one of the losses listed below within 180 days of the Accident. The principal sum is the benefit amount shown on the Schedule.

#### Air Flight Benefits

The benefits provided by the plan for Air Flight applies only if you sustain a covered loss in an Accident which occurs while a passenger in or on, boarding or alighting from an aircraft of a regularly scheduled airline or an air charter company that is licensed to carry passengers for hire.

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

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

If you suffer more than one loss from one Accident, we will pay only for the loss with the larger benefit. **Loss of a hand or foot** means complete severance at or above the wrist or ankle joint. **Loss of sight of an eye** means complete and irrecoverable loss of sight.

#### Exposure and Disappearance

If by reason of an Accident covered by the plan, you are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which benefits are otherwise payable; such loss shall be covered hereunder.

If you are involved in an Accident which results in the sinking or wrecking of a conveyance in which you were riding and your body is not located within one year of such Accident, it will be presumed that you suffered loss of life resulting from Injury caused by the Accident.

#### Trip Cancellation Benefits

##### Pre-Departure Trip Cancellation

We will pay a Pre-Departure Trip Cancellation Benefit, up to the amount in the Schedule, if you are prevented from taking your Covered Trip due to your, your Family Member's, or Traveling Companion's Sickness, Injury, or death that occurs before departure on your Covered Trip. The Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) require the examination and treatment by a Physician, in person, at the time the Covered Trip is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Trip.

We will pay a benefit if you are prevented from taking your Covered Trip due to Other Covered Events, as defined, that occur before departure on your Covered Trip.

##### Pre-Departure Trip Cancellation Benefits

We will reimburse you, up to the amount in the Schedule, for the amount of forfeited, prepaid, non-refundable, non-refunded, and unused published payments or deposits that you paid for your Covered Trip. We will pay your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is canceled and your Covered Trip is not canceled.

## Baggage and Personal Effects Benefit

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Baggage, passports or visas during your Covered Trip. We will also pay for loss due to unauthorized use of your credit cards, if you have complied with all of the credit card conditions imposed by the credit card companies.

### Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your Proof of Loss.

We may take all or part of damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, we will: 1) repair or replace any part to restore the pair or set to its value before the loss; or 2) pay the difference between the value of the property before and after the loss.

### Continuation of Coverage

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

### Items Not Covered

We will not pay for damage to or loss of:

1. animals; or
2. property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof; or
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
5. documents or tickets, except for administrative fees required to reissue tickets; or
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. contraband.

### Losses Not Covered

We will not pay for loss arising from:

1. defective materials or craftsmanship; or
2. normal wear and tear, gradual deterioration, inherent vice; or

3. rodents, animals, insects or vermin; or
4. mysterious disappearance; or
5. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

### Your Duties in the Event of a Loss

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

## DEFINITIONS

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

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

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

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

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

**COMMON CARRIER** means any land, water or air conveyance operated under a license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**COVERED TRIP** means: 1) A period of round-trip travel away from Home to a destination outside your city of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and return dates specified when the Insured enrolls; the trip does not exceed 365 days; or 2) A period of one-way travel that starts in the U.S. or Canada (except U.S. citizens may begin their trip outside the U.S., if returning to the U.S.); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when the Insured applies; and the trip does not exceed 365 days in length.

**DOMESTIC PARTNER** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence

of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

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

**FAMILY MEMBER** includes your or your Traveling Companion's dependent, spouse, child, spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster child, or ward.

**FINANCIAL INSOLVENCY** means the total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other supplier of travel services which is duly licensed in the state(s) of operation other than the entity or the person, organization, agency or firm from whom you directly purchased or paid for your Covered Trip. There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**HOME** means your primary or secondary residence.

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

1. it must be operated according to law;
2. it must give 24-hour medical care, diagnosis and treatment to the sick or injured on an inpatient basis;
3. it must provide diagnostic and surgical facilities supervised by Physicians;
4. registered nurses must be on 24-hour call or duty; and
5. the care must be given either on the hospital's premises or in facilities available to the hospital on a prearranged basis.

A Hospital is not: a rest, convalescent, extended care, rehabilitation or other nursing facility; a facility which primarily treats mental illness, alcoholism, or drug addiction (or any ward, wing or other section of the hospital used for such purposes); or a facility which provides hospice care (or wing, ward or other section of a hospital used for such purposes).

**INJURY** means bodily harm caused by an Accident which: 1) occurs while your coverage is in effect under the plan; and 2) requires examination and treatment by a Physician. The Injury must be the direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

**INSURED** means an eligible person who arranges a Covered Trip, and pays any required plan payment.

**INSURER** means Stonebridge Casualty Insurance Company.

**OTHER COVERED EVENTS** means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy:

1. Common Carrier delays resulting from inclement weather, or mechanical breakdown of the aircraft, ship or boat or motor coach on which you are scheduled to travel, or organized labor strikes that affect public transportation;
2. arrangements canceled by an airline, cruise line, motor coach company, or tour operator, resulting from inclement weather, mechanical breakdown of the aircraft, ship or boat or motor coach on which the Insured is scheduled to travel, or organized labor strikes that affect public transportation.

**Items 1 and 2 above are subject to the following conditions:**

- a. the scheduled carrier connecting times must meet airline required legal minimum connect times; and
  - b. the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled trip departure must be 2 hours or longer.
3. a change in plans by you, a Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:
    - a. being directly involved in a documented traffic accident while en route to departure;
    - b. being hijacked, quarantined, required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, a Family Member traveling with you or a Traveling Companion is not 1) A party to the legal action, or 2) Appearing as a law enforcement officer;
    - c. your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
    - d. your Accommodation at your destination made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;
    - e. mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at your destination due to adverse weather or natural disaster. In order to cancel or interrupt your Covered Trip, you must have 4 days or 50% of your total Covered Trip length or less remaining on your Covered Trip at the time the mandatory evacuation ends;
    - f. being called into active military service to provide aid or relief in the event of a natural disaster;
    - g. a documented theft of passports or visas;
    - h. a transfer of employment of 250 miles or more;
    - i. a Terrorist Act which occurs in your departure city or in a city which is a scheduled destination for your Covered Trip, provided the Terrorist Act occurs within 7 days of the Scheduled Departure Date for your Covered Trip;

- j. your involuntary termination of employment or layoff, which occurs more than 15 days after your effective date of coverage and was not under your control. You must have been continuously employed with the same employer for 1 year prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors or self-employed persons.

#### **OTHER VALID AND COLLECTIBLE GROUP INSURANCE**

means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group or blanket insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

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

**PRE-EXISTING CONDITION** means an illness, disease, or other condition during the 180-day period immediately prior to your effective date for which you or your Traveling Companion or Family Member is scheduled or booked to travel with you:

1. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
2. took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180-day period before coverage is effective under this Policy.

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

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

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

**SICKNESS** means an illness or disease of the body which requires examination and treatment by a Physician.

**TERRORIST ACT** means an act of violence, other than civil disorder or riot, (that is not an act of war, declared or undeclared) that results in loss of life or major damage to property, by any person acting on behalf of or in connection

with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

**TRAVELING COMPANION** means a person whose name(s) appear(s) with you on the same Covered Trip arrangement and who, during the Covered Trip, will accompany you.

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

**USUAL AND CUSTOMARY CHARGE** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 100th percentile and the Anesthesia Relative Value Guide.

#### **GENERAL PLAN EXCLUSIONS**

**The following exclusion applies to the Air Flight Accident coverage:**

1. We will not pay for loss caused by or resulting from Sickness of any kind.

**The following exclusion applies to the Trip Cancellation, coverage:**

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

**The following exclusion applies to all coverages:**

3. We will not pay for any loss under the plan, caused by, or resulting from:
  - a. your, your Traveling Companion's, or Family Member's suicide, attempted suicide, or intentionally self-inflicted injury, booked to travel with you, while sane or insane (while sane in CO & MO);
  - b. mental, nervous, or psychological disorders;
  - c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
  - d. normal pregnancy or resulting childbirth or elective abortion;
  - e. participation as a professional in athletics;
  - f. participation in organized amateur and interscholastic athletic or sports competition or events;
  - g. riding or driving in any motor competition;
  - h. declared or undeclared war, or any act of war;
  - i. civil disorder;
  - j. service in the armed forces of any country (does not apply to 3f of Other Covered Events);
  - k. nuclear reaction, radiation or radioactive contamination;

- l. operating or learning to operate any aircraft, as pilot or crew;
- m. mountain climbing, bungee cord jumping, skydiving, parachuting, hang gliding, parasailing or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
- n. any unlawful acts, committed by you or a Traveling Companion (whether insured or not);
- o. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
- p. a loss or damage caused by detention, confiscation or destruction by customs;
- q. Elective Treatment and Procedures;
- r. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
- s. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier;
- t. business, contractual or educational obligations of you, a Family Member or a Traveling Companion (does not apply to 3h or 3j of Other Covered Events);
- u. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
- v. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

## **GENERAL PROVISIONS**

**Concealment or Fraud** We do not provide coverage if you have intentionally concealed or misrepresented any material fact or circumstance relating to the coverage plan.

**Conformity to Law** Any provision of the plan that is in conflict with the laws of the state in which it is issued is amended to conform with the laws of that state.

**Duplication of Coverage** You may only purchase one certificate from us for each Covered Trip. If you do purchase more than one certificate for a specific Covered Trip, the Maximum Limit of Coverage payable will be as specified in the certificate with the highest level of benefits. We will refund plan payments received from you under any other certificate.

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

**Examination Under Oath** As often as we may reasonably require, you or any person making a claim under the plan must submit to examination under oath.

**Maximum Limit of Coverage** The maximum benefit amount for each claim is listed in the Schedule, subject to the individual benefit amount and the company's Maximum Limit of Liability. The total limit of our liability for any one covered event, in which two or more persons submit a claim, is subject to the individual benefit amount and the company's Maximum Limit of Liability. In the event of multiple claims by you for one event, the available funds will be distributed in order of notice of claim by each Insured subject to the above limitations.

**Maximum Limit of Liability** All limits are applied per Covered Trip. We will pay no more than \$1,000,000 per occurrence to or on account of any person insured under the policy. Our Maximum Limit of Liability for all claims resulting from the same occurrence will be \$10,000,000 collectively under the TAHC series of policies.

**Our Right to Recover From Others** We have the right to recover any payments we have made from anyone who may be responsible for the loss. You and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. You and anyone else we insure will do nothing after the loss to affect our rights.

## **CLAIMS PROVISIONS**

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

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

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

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

**Payment of Claims** Benefits for loss of life will be paid to your estate, or if no estate, to your beneficiary. All other benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

## **TRAVEL INSURANCE IS UNDERWRITTEN BY**

Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy/Certificate Form series TAHC5000GCS, TAHC5000GPS, TAHC6000 and TAHC7000.

## **WHERE TO PRESENT A CLAIM**

**All claims should be presented to the Program Administrator:**

**HTH Worldwide**  
P.O. Box 939057  
San Diego, CA 92193-9057  
**(866) 655-3058 (Toll-Free)**

## **CERTIFICATE STATE EXCEPTIONS**

The following amendments do not waive, alter, or extend any conditions or provision of the Policy except to the extent shown below. It is subject to all the terms and limitations of the Policy.

These amendments take effect and expire concurrently with the Certificate to which it is attached.

### **ALASKA RESIDENTS (TAHC5000AS.AK)**

The **GENERAL PROVISIONS, CONCEALMENT OR FRAUD** section, is deleted in its entirety and replaced with the following:

**CONCEALMENT OR FRAUD** We do not provide coverage when the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy if: 1) fraudulent; 2) material or hazardous in our acceptance; or 3) in good faith we would not have issued the Policy or not issued a policy in as large an amount, or at the same premium rate, or provided coverage with respect to the hazard resulting in the loss if the true facts had been known.

**COLORADO RESIDENTS – Disclosure:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to any insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

### **FLORIDA RESIDENTS (TAHC5000AC.FL)**

The second sentence in the **LEGAL ACTIONS** provision under **CLAIMS PROVISIONS** is deleted and replaced by the following sentence: No such action will be brought after five years from the time written Proof of Loss is required to be given.

Please direct all inquiries or to obtain information about this coverage and to provide assistance in resolving complaints to HTH Worldwide at **1-866-655-3058**.

The definition of **FINANCIAL INSOLVENCY** under the **DEFINITIONS** section is amended to remove the last sentence; "There is no coverage for the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services."

#### **MARYLAND RESIDENTS (TAHC5000AS.MD)**

The **CLAIMS PROVISION, LEGAL ACTIONS** section, is deleted in its entirety and replaced with the following:

**LEGAL ACTIONS** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the written Proof of Loss is required to be furnished.

#### **MISSISSIPPI RESIDENTS (TAHC5000AS.MS)**

The **GENERAL PROVISIONS** is amended as follows:

**OUR RIGHT TO RECOVER FROM OTHERS** Payments of any benefits will allow us to be subrogated to and succeed to the rights of the Insured for recovery against any person, organization or carrier in accordance with applicable laws if you have been fully compensated. The Insured and anyone else we insure must sign any papers and do whatever is necessary to transfer this right to us. The Insured and anyone else we insure will do nothing after the loss to affect our right.

The **CLAIMS PROVISIONS** is amended as follows:

The autopsy provision of the **PHYSICAL EXAMINATION AND AUTOPSY** section is deleted.

The following is added to the **PAYMENT OF CLAIMS** section: Medical expense benefits for Covered Expenses will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted in paper format. A "clean claim" means a claim received by us for adjudication and which requires no further information, adjustment or alteration by the provider of services or the Insured in order to be processed and paid by us. In the event medical expense benefits due are not paid within the applicable time period prescribed, we will pay interest on accrued medical expense benefits at the rate of one and one-half percent (1.5%) per month until the claim is finally settled or adjudicated. In the event we fail to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, and any interest, which may accrue, and any other damages.

#### **MONTANA RESIDENTS (TAHC5000AS.MT)**

The following provision is added to the **GENERAL PROVISIONS** section of the Policy:

**CONFORMITY WITH MONTANA STATUTES** The provisions of this Policy conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the Insured resides on or after the effective date of this Policy.

The **PHYSICAL EXAMINATION AND AUTOPSY** provision under the **CLAIM PROVISIONS** section of the Policy is deleted in its entirety and replaced with the following:

**PHYSICAL EXAMINATION AND AUTOPSY** At our expense, we have the right to have the Insured examined as often as necessary while a claim is pending. At our expense, we may require an autopsy in case of death unless the law or religion of the Insured forbids it.

#### **NORTH CAROLINA RESIDENTS (TAHC5000AS.NC)**

The following **CAUTIONARY NOTICE** is added to the Policy:

This Policy contains a Pre-Existing Condition Exclusion.

The definition of **OTHER VALID AND COLLECTIBLE GROUP INSURANCE** is deleted in its entirety and replaced by the following:

**OTHER VALID AND COLLECTIBLE GROUP INSURANCE** means any group policy or contract which provides for payment of medical expenses incurred because of Physician, nurse, dental or Hospital care or treatment; or the performance of surgery or administration of anesthesia. The policy or contract providing such benefits includes group insurance policies; service plan contracts; employee benefit plans; or any plan arranged through an employer, labor union, employee benefit association or trustee; or any group plan created or administered by the federal or a state or local government or its agencies. In the event any other group plan provides for benefits in the form of services in lieu of monetary payment, the usual and customary value of each service rendered will be considered a Covered Expense.

**EXCESS INSURANCE** This Policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the time of the claim then the amounts of benefit payable by such other medical insurance will become the deductible amount of this Policy if such benefits exceed the deductible amount shown in the Benefit Schedule.

The following exclusion in the **EXCLUSIONS** section is deleted in its entirety:

"nuclear reaction, radiation or radioactive contamination" and replaced with the following:

"nuclear reaction, radiation or radioactive contamination, except for involuntary exposure".

The **PROOF OF LOSS** provision in the Claims Provisions section of the Policy is deleted in its entirety and replaced by the following:

**PROOF OF LOSS** Written Proof Of Loss must be sent to us within 180 days after the date the loss occurs. We will not reduce or deny a claim if it was not reasonably possible to give us written Proof of Loss within the time allowed. In any event, you must give us written Proof of Loss within twelve (12) months after the date the loss occurs unless the Insured is legally incapacitated.

#### **OKLAHOMA RESIDENTS (TAHC5000AM.OK)**

Under **GENERAL PROVISIONS**, the first sentence in **OUR RIGHT TO RECOVER FROM OTHERS** is amended to read: We have a right to recover, within 24 months of the payment date in the absence of fraud, to recover any payments we have made from anyone who will be responsible for the loss.

#### **RHODE ISLAND RESIDENTS (TAHC5000AS.RI)**

The **CLAIMS PROVISIONS, PAYMENT OF CLAIMS** section is amended as follows:

The 1st paragraph is deleted in its entirety and replaced with the following: Claims for benefits provided by this Policy will be paid not more than 60 days after written proof is received. Benefits are paid to the Insured, unless directed otherwise by the Insured.

The following language is added as paragraph 3: Any payment that we make in good faith will fully discharge us to the extent of that payment.

The **CLAIMS PROVISIONS, PROOF OF LOSS** section, last sentence of the Policy, is deleted in its entirety and replaced with the following: In any event, the Insured must give us written Proof of Loss within twelve (12) months from the time proof is otherwise required, unless you are legally incapacitated.

#### **SOUTH DAKOTA RESIDENTS (TAHC5000AS.SD)**

This certificate of Insurance does not affirmatively or negatively amend, extend, or alter coverage afforded by the insurance policy.

Under the **EXCLUSIONS** provision, the following item is deleted:

"being under influence of drugs or intoxicants, unless prescribed by a Physician"

**ENTIRE CONTRACT; CHANGES** section, 2nd, paragraph, 3rd paragraph, and 4th sentence are deleted in its entirety and replaced with the following: No agent or other person may change this Policy or waive any of its terms, however, if you make a change through the agent and the agent fails to make the change with the Company, the change will be handled as if the agent had made the change. No change will be made except by endorsement.

The **CLAIMS PROVISIONS** is amended as follows:

**LEGAL ACTIONS** section, 2nd sentence is deleted in its entirety and replaced with the following:

No such action will be brought after six years from the time written Proof of Loss is required to be given.

**WISCONSIN RESIDENTS (TAHC5000AS.WI)**

The **GENERAL PROVISIONS, OUR RIGHT TO RECOVER FROM OTHERS** section, is deleted in its entirety and replaced with the following:

**OUR RIGHT TO RECOVER FROM OTHERS** We have the right to recover any payments we have made from anyone who may be responsible for the loss. The Insured and any other person to whom we make payment must sign any papers and do whatever is necessary to transfer this right to us. The Insured and any person to whom we make payment agree(s) to cooperate with us and to do nothing after the loss that will adversely affect our rights. We will not retain any payments until you have been made whole with regard to any claim payable under this Policy.