

# DELOS INSURANCE COMPANY



DELOS  
INSURANCE New York, NY 10036

## GROUP TRAVEL INSURANCE CERTIFICATE

### Single Trip Air, Cruise & Tour Travel Insurance Program

We promise and agree to provide You with the benefits described in the Policy, as outlined in this Certificate. We make this promise and agreement in consideration of Your application and payment of the premium in full. The benefits are subject to all provisions, terms, conditions, limitations and exclusions of the Policy. The Certificate is not part of the Policy. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy.

**POLICYHOLDER:** National Small Business Travel & Health Association

Our program manager of the Policy and this Certificate is iTravelInsured. All communications, correspondence, notices, claims and payments should be presented to Our program manager.

#### **TO FILE A CLAIM OR TO CANCEL:**

From North America, call: (1) 866-243-7524

From outside North America,  
call: (1) 317-655-9798

Mail to: iTravelInsured, P.O. Box 88503,  
Indianapolis, IN 46208-0503

#### **Right to Cancel**

If You are not satisfied for any reason, You may return this Certificate to Us within 10 days after receipt provided You have not already departed on Your Covered Trip or filed a claim. Premium will then be refunded, and this Certificate will be void from the beginning.

iTI100-1b

**Notice to California residents:** This plan contains disability insurance benefits or health insurance benefits, or both, that only apply during Your Covered Trip. You may have coverage from other sources that already provides You with these benefits. You should review Your existing policies. If You have any questions about Your current coverage, call Your insurer or health plan.

**Notice to Florida residents:** The benefits of the Policy providing Your coverage are governed primarily by the law of a state other than Florida. This Policy may provide a duplication of coverage already provided by the Insured's homeowner's, personal liability policy or other source of coverage. THIS IS NOT HEALTH INSURANCE.

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

**Notice to New York residents:** The insurance evidenced in this certificate provides limited benefits for health and accident insurance. It does Not provide basic hospital, basic medical, major medical, Medicare supplement, long-term care insurance, nursing home insurance or home care insurance as defined by the New York State Insurance Department. This certificate is not a Medicare supplement.

**Notice to Texas residents:** This Policy may provide a duplication of coverage already provided by the Insured's personal auto insurance, homeowner's, personal liability policy or other source of coverage.

## SECTION 1. SCHEDULE OF BENEFITS

BENEFITS	MAXIMUM BENEFIT PER INSURED SUBJECT TO THE AGGREGATE LIMIT (or unless otherwise noted)
Trip Cancellation/ Interruption	Trip Cost up to \$20,000 as confirmed on Your coverage verification letter
Travel Delay	\$500 (\$100 per day after 24 hours or up to \$500 for missed connection)
Baggage and Personal Possessions	\$1,000
Baggage Delay	\$100

Emergency Medical/ Dental Expense	\$10,000
Emergency Medical Evacuation/Repatriation	\$20,000
Emergency Reunion or Return of Mortal Remains	\$3,000
Common Carrier Accidental Death & Dismemberment	Principal Sum - \$100,000

### **Aggregate Limit**

The total aggregate limit of benefits payable in the event of any one Accident involving 2 or more Insureds is \$1,500,000 under the Policy. In the event of multiple claims for a single Accident, benefits will be reduced so that each Insured's benefit amount will be a proportionate share of the total amount payable for all Insureds under this provision up to the total aggregate limit of liability.

## **SECTION 2: GENERAL TERMS AND DEFINITIONS**

**"Accidental or Accident"** means an unexpected and unforeseen incident, including a Terrorist Incident.

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

**"Business Partner"** means an individual who owns at least 10% of the same business as You and is actively involved in the day-to-day management of that business, and there are no more than three partners together who own the same business.

**"Certificate"** means an outline of the terms of coverage and provisions of the Policy, which includes this document and Your application.

**"Common Carrier"** means any land, water, or air conveyance operated under a license for the transportation of passengers for hire.

**"Covered Trip"** means any travel and sojourn to a Destination more than 120 miles from the starting point of the Covered Trip and not exceeding 30 consecutive days.

**"Departure Date"** means the scheduled date to begin the Covered Trip as referenced on Your coverage verification letter for this Certificate.

**"Destination"** means one or more cities to which You are scheduled to travel on a Covered Trip.

**"Emergency"** means a sudden, unexpected, unforeseen occurrence demanding immediate action.

**"Family Member"** means Your spouse, children, brothers or sisters (including in-laws), parents (including in-laws), grandparents (including in-laws), grandchildren, aunts, uncles, nieces, nephews, legal guardians, and legal wards.

**"Financial Default"** means the complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed, or a partial suspension of operation following a filing of a bankruptcy petition in a court of competent jurisdiction under Chapter 7 or Chapter 11 of the U.S. Bankruptcy Code.

**"Hospital"** means an institution or medical facility that meets all of the following requirements:

1. Properly accredited and where required by law, holds a license as a Hospital;
2. Operates mainly for the care and treatment of sick or injured persons as inpatients;
3. Provides twenty-four hours a day nursing care by registered nurses;
4. Has a staff of one or more Physicians available at all times;
5. Provides organized facilities for diagnosis and surgical procedures;
6. Not primarily a clinic, nursing home or convalescent home or similar place of business; and
7. Not mainly a place for treating alcoholics or drug addicts.

With respect to outpatient surgery or diagnostic testing, an ambulatory surgical center or a clinic will be considered a Hospital. Such facility must be properly accredited and, where required by law, hold a license allowing the facility to operate as such.

**"Illness"** means a sickness, impairment or physical condition that involves inpatient care in a Hospital, or requires treatment by a qualified Physician.

**"Injury"** means trauma or damage to any part of the body caused solely by Accident and not contributed to by any other cause.

**"Insured"** means the Member who arranged to take the Covered Trip, completed the application, paid the premium in full, and whose coverage under the Policy has become effective and has not terminated.

**"Locality"** means an area large enough to represent a reasonable cross section of providers giving the type of service or supplies for which the charge was made.

**"Member"** means any person who belongs to the Policyholder's association.

**"Necessary"** means medical treatment that is vital and required for the treatment of a covered Injury or Illness.

**"Organized Labor Strike"** means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time a Covered Trip was purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier. An Organized Labor Strike is no longer unannounced and unpublished beginning with the first day of an announced "cooling off period."

**"Physician"** means a person, other than You, a Travel Companion or a Family Member, who is licensed as a medical doctor in the healing arts, and acting within the scope of his or her license for the service or treatment given.

**"Policy"** means the Group Travel Insurance Policy issued to the Policyholder by Us. As the underwriting insurance carrier, We are solely liable and responsible for the coverage and benefits provided under the Policy.

**"Policyholder"** means the National Small Business Travel & Health Association.

**"Pre-Existing Condition"** means an Injury or Illness which manifests itself during the 60 days immediately before and including the date Your coverage became effective, unless the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout the 60 day period.

An Illness or Injury has manifested itself when:

1. Medical care or treatment has been given; or
2. There exist symptoms which would cause a reasonably prudent person to seek diagnosis, care, or treatment; or
3. Prescription medication has been altered or changed.

**"Reasonable Expenses"** means the normal and customary charge of the provider, incurred by You for a service or supply, but not more than the prevailing charge in the Locality for a like service by a provider with similar training or experience; or for a supply which is identical or substantially equivalent.

**"Return Date"** means the scheduled date on which You are to arrive at Your Return Destination as shown on the coverage verification letter for the Certificate.

**"Return Destination"** means the place to which You are scheduled to return from a Covered Trip.

**"Scheduled Airline"** (including scheduled charters) means an airline with a license for civil scheduled air transport issued by the country in which its aircraft are registered. Such airline must file and publish schedules and fares for regular passenger service between cities.

**"Terrorist Incident"** means any violent act or an act that is dangerous to human life, property or infrastructure, that is committed, within 120 miles of a Destination, by any person or persons who appear to be part of an effort to coerce a civilian population or affect the conduct of any government by coercion.

**"Travel Companion"** means a person who accompanies You and shares accommodations with You on a Covered Trip, and a physical cross-reference entry exists within a computerized reservation system, a global distribution system or Travel Supplier reservation system that references Travel Companions to each other.

**"Travel Companion's Family Member"** means a Travel Companion's spouse, children, parents, grandparents or grandchildren.

**"Travel Supplier"** means a travel agent, Scheduled Airline, cruise line, tour operator, bus line, or other licensed provider of travel.

**"We, Us, Our"** means Delos Insurance Company.

**"You or Your"** means the Insured.

### **SECTION 3: INSURANCE PROVISIONS**

#### **Eligibility and Effective Date**

Subject to Our acceptance of Your application and payment of the premium in full, coverage for all benefits except Trip Cancellation will begin on the Departure Date. The Trip Cancellation benefit will begin at 12:01 a.m. on the day after We receive Your application.

#### **Termination Date**

All coverage for a Covered Trip ends on the earliest of:

1. Arrival at Your Return Destination;
2. The Return Date;
3. The 30<sup>th</sup> consecutive day after the Departure Date; or
4. Cancellation of Your Covered Trip.

### **SECTION 4: BENEFITS**

#### ***Trip Cancellation / Interruption***

Subject to the limitations stated below, We will pay for non-refundable, unused payments and deposits, not to exceed the lesser of the total trip protection purchased, or the maximum benefit shown on the Schedule of Benefits, if Your Covered Trip is cancelled or interrupted as a result of any one of the following events which occurs after Your coverage is in effect and before such coverage terminates:

1. Emergency Illness, Injury or death to:
  - a) You;
  - b) A Family Member;
  - c) A Business Partner;
  - d) A Travel Companion; or
  - e) A Travel Companion's Family Member.

The Emergency Illness or Injury must be so disabling as to reasonably cause a Covered Trip to be delayed, canceled or interrupted upon the written opinion of a treating Physician. For Trip Cancellation benefits, an actual examination by a Physician must take place before the cancellation is made. For Trip Interruption benefits, this examination must take place during the Covered Trip. If the Emergency Illness or Injury occurs to a Family Member or Travel Companion's Family Member, that person must require Your care or the care of a Travel Companion.

We will not pay for those unused payments or deposits that are non-refundable as a result of Your failure to notify the Travel Supplier of the cancellation of a Covered Trip within 5 days after the death of a Family Member, Business Partner, Travel Companion or Travel Companion's Family Member.

We will not pay this benefit if Your Illness, Injury or death is a result of a Pre-Existing Condition. This Pre-Existing Condition exclusion is waived if coverage is purchased within 14 days from the date Your initial deposit for the Covered Trip was paid to the Travel Supplier, and all Insureds are medically able to travel on the date coverage is purchased.

2. Financial Default of a Travel Supplier (other than the Travel Supplier from whom You purchased the Covered Trip) which stops service more than 30 days after the date Your coverage became effective. Financial Default of a Travel Supplier before or on the date Your coverage became effective or within 30 days after the date Your coverage became effective is excluded. This coverage must be purchased within 14 days from the date of initial deposit for the Covered Trip.
3. A Terrorist Incident, if You are scheduled to arrive at a Destination within 10 days following the Terrorist Incident and the Travel Supplier is not offering a substitute itinerary. Travel to any Destination for which travel warnings have been issued by the U.S. State Department at the time this coverage is purchased is excluded. Travel to any Destination

in which such a Terrorist Incident has occurred in the 12 months prior to the date this coverage was purchased is excluded.

4. Organized Labor Strike, natural disasters or bad weather resulting in the complete cessation of services by a Travel Supplier for at least 24 consecutive hours.
5. You or a Travel Companion being hijacked or medically quarantined by order of a governmental health authority.
6. You or a Travel Companion being summoned to serve on a jury or served with a court order issued after the date Your coverage became effective, which mandates the appearance in court during the time period of the Covered Trip.
7. Your home or the home of a Travel Companion is made uninhabitable by fire, windstorm, vandalism or flood.
8. A traffic Accident directly involving either You or a Travel Companion, substantiated by a police report, while en route to a scheduled departure point for the Covered Trip.
9. You or a Travel Companion is on active military duty in the United States Armed Forces or is an active duty police officer or fire fighter, whose personal leave is revoked within 10 days before Your Departure Date. Such revocation must be in writing by a superior officer and must not be due to a base or unit mobilization, unit or personal reassignment for any reason (whether temporary or permanent), or disciplinary action.
10. Employer termination or Your layoff. You must have been employed with the same employer for at least one year, and You must have worked at least 30 hours per week, excluding time off for paid vacation and holidays, for the entire period of employment.

### ***Travel Delay***

Subject to the limitations stated below, We will pay up to the maximum benefit shown on the Schedule of Benefits for additional reasonable traveling expenses that are incurred by You on a Covered Trip because of a travel delay of at least 24 hours, and are not otherwise paid by a Travel

Supplier or Common Carrier. You must make every reasonable effort to avoid additional expenses. This benefit is payable for only one delay per Covered Trip.

Travel Delay must be caused by:

1. Travel Supplier delay;
2. Lost or stolen passport, travel documents or money;
3. Medical quarantine;
4. Natural disaster; or
5. Injury or Emergency Illness of You or a Travel Companion.

Any benefit payable under this coverage will be reduced by all amounts credited or refunded to You by any other source.

We will also pay for additional reasonable transportation costs to help You join (catch up to) a covered cruise, up to the amount shown on the Schedule of Benefits, if You missed a cruise departure because the airline flight was canceled or delayed for at least 6 hours due to bad weather. Any benefit payable under this coverage will be reduced by any amount paid by a Common Carrier towards additional transportation costs.

### ***Baggage and Personal Possessions***

Subject to the limitations stated below, We will pay up to the maximum benefit shown on the Schedule of Benefits for damage to or loss or theft of Your checked or stored Baggage on a Covered Trip when such Baggage is lost or damaged by a Common Carrier or stored with a hotel or motel in which You are registered as a guest. The following limitations will apply:

1. We will not pay for damage to or loss of or theft of Baggage which has been paid by a Common Carrier, hotel, Travel Supplier, or is otherwise payable under any other insurance.
2. We will pay no more than \$500 for the first item of Baggage and, thereafter, no more than \$250 per item of Baggage up to the maximum benefit shown on the Schedule of Benefits.

3. We will not pay for damage to or loss of:
  - a) Animals;
  - b) Property used in trade, business or for the production of income;
  - c) Motor vehicles, aircraft, and other conveyances or equipment or parts pertaining to such conveyances;
  - d) Artificial limbs, false teeth, any type of eyeglasses or contact lenses;
  - e) Tickets, except for administrative fees required to reissue tickets;
  - f) Money, stamps, stocks and bonds, postal or money orders;
  - g) Property shipped as freight, or shipped prior to the Departure Date;
  - h) Credit cards;
  - i) Contraband; or
  - j) Hearing aids.
  
4. We will not pay for loss due to:
  - a) Defective materials or craftsmanship;
  - b) Normal wear and tear;
  - c) Deterioration; or
  - d) Rodents, animals or insects.

We may choose to replace, repair, or pay for the loss after making allowances for depreciation and wear and tear. We will pay the cost of repair or replacement of the damaged Baggage less depreciation. We may take all or part of the damaged Baggage at the appraised or agreed value.

In the event of a loss to Baggage that is a pair or set, We may, at Our option, repair or replace any part to restore the pair or set to its value before the loss; or pay the difference between the value of the property before and after the loss.

In the event of loss, theft or damage to Baggage, You must:

1. Immediately report the incident to the proper official or appropriate party;
2. Obtain a written report of the loss;
3. Take reasonable steps to protect the Baggage from further damage; and
4. Make necessary reasonable and temporary repairs to the Baggage.

We will not pay for further damage if You fail to protect the Baggage.

This coverage does not include loss caused by Baggage delay.

### ***Baggage Delay***

In the event Your checked Baggage is delayed by a Common Carrier on a Covered Trip for 24 hours or more from the actual time of arrival at a Destination, subject to the limitations stated below, We will reimburse costs You incurred up to the maximum benefit shown on the Schedule of Benefits for reasonable additional clothing and essential personal articles You purchased. Verification of the delay by the Common Carrier and receipts for the necessary purchases must accompany any claim.

The following limitations will apply:

1. This benefit does not apply if Baggage is delayed after You have reached Your Return Destination.
2. We will cover only one Baggage Delay per Covered Trip.
3. This benefit is in excess of any reimbursable costs paid by a Common Carrier.

### ***Emergency Medical / Dental Expense***

Subject to the limitations stated below, We will pay up to the maximum benefit shown on the Schedule of Benefits for Covered Expenses You incurred for an Injury or Emergency Illness on a Covered Trip, provided initial treatment is received during a Covered Trip. The first expense must be incurred within 48 hours from the date of the onset of the Injury or Emergency Illness, or, if the Pre-Existing Condition Limitation is waived, the Injury or Emergency Illness must re-occur while You are covered for Injury or Illness. This coverage is secondary to any other coverage available to You. Coverage continues until Your Covered Trip ends.

**"Covered Expenses"** means the Necessary and Reasonable Expenses for medical, surgical and Emergency dental services, treatments and supplies incurred during a Covered Trip. Covered Expenses also include expenses for professional nursing services, Hospital charges, X-rays, and ambulance services.

We will not pay for:

1. Hernia, however caused;
2. Services or treatment given by a Family Member or any person employed or retained by You;
3. Experimental procedures;
4. Cosmetic surgery or procedure that is not reconstructive surgery which is incidental to or follows surgery resulting from trauma, infection or other disease of You;
5. Benefits which are payable under any worker's compensation or similar law;
6. Any surgical or medical treatment which can reasonably be delayed until You return to Your primary residence;
7. Any treatment or medication which at the time of departure You know is required to be continued during a Covered Trip;
8. The cost of dentures, dental appliances, false limbs, hearing aids, cochlear implants, contact or corneal lenses or spectacles (prescription or otherwise);
9. Any repatriation costs not authorized by Us;
10. The additional cost of a single or private room at a Hospital, except when the treating Physician considers it Necessary; or
11. Services or Covered Expenses incurred as a result of a Pre-Existing Condition. This Pre-Existing Condition exclusion is waived if coverage is purchased within 14 days from the date Your initial deposit for the Covered Trip was paid to the Travel Supplier, and all Insureds are medically able to travel on the date the coverage is purchased.

### ***Emergency Medical Evacuation/Repatriation***

Subject to the limitations stated below, We will pay up to the maximum benefit shown on the Schedule of Benefits for Covered Expenses, and We will arrange for Emergency assistance services You require as the result of Emergency Illness or Injury occurring during a Covered Trip.

**"Covered Expenses"** means Reasonable Expenses for medical services required for evacuation to the nearest adequate medical facility from the place where the Injury or Emergency Illness occurred. Services and benefits will be arranged only if the treating Physician recommends such evacuation. Covered Expenses will be paid provided You are traveling on a Covered Trip and are more than 120 miles away from Your primary place of residence. In addition to the above Covered Expenses, when You are confined in a medical facility more than 120 miles from Your primary residence and Your treating Physician and We determine it is feasible and medically Necessary to transfer You to a medical facility nearer to Your primary residence to recuperate in familiar surroundings, medical repatriation will be provided.

We will not pay for any services or Covered Expenses incurred without Our prior consent or approval. We will not pay for any services or Covered Expenses incurred as a result of a Pre-Existing Condition. This Pre-Existing Condition exclusion is waived if coverage is purchased within 14 days from the date Your initial deposit for the Covered Trip was paid to the Travel Supplier, and all Insureds are medically able to travel on the date the coverage is purchased.

### ***Emergency Reunion and Return of Mortal Remains***

Subject to the limitations stated below, We will either purchase or pay a total amount not to exceed the maximum benefit shown on the Schedule of Benefits for one or more of the following:

1. A one-way economy airfare for the return home of Your biological or legally adopted children or grandchildren under the age of 18 who are traveling with You and left unattended as a result of Your covered Injury or Illness. A qualified chaperone will also be provided, without charge, when necessary for the safety of the children.
2. One Family Member to fly, by round trip economy airfare, to Your bedside when You are hospitalized during a Covered Trip due to a covered Injury or Illness for at least 10 consecutive days.

3. The reasonable cost of renting a hotel, motel or other lodging room for one person, required upon medical advice, to stay with, travel to or escort You home up to \$200 per day for a maximum of 7 days.
4. The return of Your rental vehicle to the rental agency in the event of Your evacuation or repatriation. We also will arrange such rental vehicle return.
5. The reasonable cost of transporting Your remains to Your primary place of residence if You die during a Covered Trip.

We will not pay for any services or expenses incurred without Our prior consent or approval.

**Common Carrier Accidental Death & Dismemberment**

Subject to the limitations stated below, We will cover Injury to You on a Covered Trip limited to riding as a passenger, getting in or out of, or being struck by a Common Carrier.

**Description of Benefits and Limitations**

If Your Injury results in a loss shown below within one year after an Accident causing the loss, We will pay a percentage of the Principal Sum shown on the Schedule of Benefits as follows:

Loss of Life	100% of the Principal Sum
Loss of both Hands or both Feet or Sight of both eyes	100% of the Principal Sum
Loss of one Hand and one Foot	100% of the Principal Sum
Loss of one Hand or one Foot and Sight of one eye	100% of the Principal Sum
Loss of one Hand or one Foot or Sight of one eye	50% of the Principal Sum

**Definitions**

**"Loss of Hand or Foot"** means the complete and permanent severance through or above the wrist or ankle joint.

**"Loss of Sight"** means the total and permanent loss of entire sight. Such loss correctable by surgery or lenses is not considered total and permanent.

**"Principal Sum"** means the limit as specified in the Schedule of Benefits.

If You suffer more than one loss from any one Accident, We will pay only one amount which is determined to be the highest benefit payable not to exceed the Principal Sum.

**Exposure and Disappearance**

We will pay the appropriate percentage of the Principal Sum if You are exposed to the elements due to a covered Accident and You sustain a loss for which a benefit would otherwise be paid.

We will presume death due to an Injury to You if Your body is not found within one year from the date of a Common Carrier Accident, in which You were a passenger.

**SECTION 5: EXCLUSIONS**

We will not pay for any Illness, Injury or loss caused by or as a result of:

1. A Pre-Existing Condition, except as waived by Us under the terms of the Policy.
2. War or any act of war (whether declared or undeclared), civil disturbance, riot or insurrection.
3. Serving in one of the armed forces of any country or international authority.
4. Operating, learning to operate, piloting or riding in or on any aircraft or flying device, other than riding as a passenger in a licensed commercial aircraft.
5. Suicide or attempted suicide, while sane; intentionally self-inflicted Injury or Illness.

6. Being under the influence of any intoxicant, drug or narcotic unless prescribed by a Physician.
7. Training, practicing or participating in any motor sport or motor racing.
8. Parachuting, hang gliding, parasailing, hot air ballooning, scuba diving below 135 feet or any type of scuba diving without the proper diving training and certification from a professional organization, rock or mountain climbing, or hunting.
9. Pregnancy or childbirth when You are expected to give birth within two months from the date of a Covered Trip or an elective abortion.
10. Traveling against the advice of a Physician, traveling while on a waiting list for inpatient Hospital or clinic treatment, or traveling for the purpose of obtaining medical treatment abroad.
11. Taking part in any scheduled athletic event or competition.
12. Any emotional, psychological, mental or nervous disorder.
13. Any potentially fatal condition which was diagnosed before the date Your coverage became effective, or any condition for which You are traveling to seek treatment.
14. Dental treatment due to normal wear and tear or the normal maintenance of dental health.

## **SECTION 6: CLAIM PROVISIONS**

### **Where to Present a Claim**

To help facilitate prompt payment of claims, You should report all claims as soon as possible directly to Our program manager:

iTravellnsured  
P.O. Box 88503  
Indianapolis, IN 46208-0503  
From North America, call:  
(1) 866-243-7524  
From outside North America, call:  
(1) 317-655-9798

### **Notice of Claim**

Written notice of claim must be given to Us within 30 days after a covered Injury, Illness or loss occurs or begins. If such notice cannot be given during such time, then it must be done as soon as reasonably possible. The notice must include the claimant's name, Your name and the Certificate number.

### **Claim Forms**

Upon Your report of a claim, We will send the claimant forms for filing proof of loss within 15 days.

### **Written Proof of Loss**

Written proof of loss must be sent to Us within 90 days after the end of each period that benefits are payable. For any other loss, written proof must be given within 90 days after the date of loss. If proof of loss cannot be given in that time, such proof of loss must be given as soon as reasonably possible.

### **Payment of Claims**

After receiving written proof of loss, We will pay any benefits due within 30 days.

We will pay death benefits to the beneficiary designated by You and on file with the holder of beneficiary records. If a beneficiary has not been designated, death benefits will be paid to Your estate. All other benefits will be paid to You except for medical benefits (if applicable). These may be paid directly to the provider of medical services.

Any payments We make in good faith will end Our liability to the extent of the payment.

### **Physical Examination and Autopsy**

We have the right to have You examined by a Physician of Our choice. This may be done as often as reasonably necessary while a claim is pending or while We are paying benefits. We may require an autopsy where lawful. We will pay the cost of both the exam and autopsy.

## **SECTION 7: GENERAL PROVISIONS**

### **Assignment**

You may assign Your interest under the Policy. In the case of an irrevocable beneficiary, that person must give written consent. No assignment will be binding on Us unless it is in writing and a copy is sent to Us. We accept no responsibility for the validity of an assignment.

### **Duplication of Coverage**

You are eligible for coverage under only one Certificate from Us for each Covered Trip. If You have more than one Certificate, the maximum benefit payable will be as specified in the Certificate with the highest level of benefits. We will refund premiums received under any other Certificate.

### **Entire Contract**

The Policy, the Insureds' applications, and the Policy application are the entire contract of insurance. All statements made by the Policyholder or by You, in the absence of fraud, are deemed representations and not warranties. No statement made by You will be used in any contest unless a copy of the instrument with the statement is or has been furnished to You, or in the event of Your death or incapacity, to Your beneficiary or personal representative.

### **Facility of Payment**

If no beneficiary is living or if the benefit is payable to Your estate, We may pay up to \$1,000 to the person We deem to be equitably entitled to a benefit by reason of having incurred funeral or other expenses related to Your last illness or death. Any payment We make in good faith fully discharges Us to the extent of Our payment.

### **Legal Actions**

No legal action may be brought on this Policy within 60 days from the date written proof of loss has been given or after 10 years from the date written proof of loss is required to be given, unless the action is for Emergency Medical/Dental Expense or Common Carrier Accidental Death and Dismemberment benefits, in which event no legal action may be brought on this Policy after 5 years from the date written proof is required to be given.

### **Misstatement of Age**

If Your age has been misstated in the application, We will change the benefit to the applicable amount available for the correct age. We will refund any excess premium paid over the amount due for the correct benefit amount.

We will require payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, We will reduce or increase the benefit amount payable by the amount of excess or due premium because of the misstatement. If You are not eligible for coverage because of age, We will refund all premiums paid on and after the date You were no longer eligible.

### **Right of Recovery**

We have the right to recover any overpayment made because of an error in processing a claim. Also, in the event We make a payment under the Policy, We are entitled to all rights of recovery that You have against another. You must sign any papers necessary to transfer these rights to Us, help exercise these rights in any reasonable way requested, and do nothing to prejudice these rights.

### **Right of Rescission**

We may rescind Your Certificate upon discovery of a material misrepresentation or omission of fact in Your application. We will then refund all premiums paid for Your coverage, less any benefits paid prior to such discovery.

### **Workers' Compensation**

The Policy is not a substitute for any Workers' Compensation law requirement.

## **SECTION 8: STATE EXCEPTIONS**