



**MOUNTAIN TRIP PRESERVER PROGRAM**

**Underwritten By:**  
**Arch Insurance Company**  
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Jersey City, NJ 07311

**Administered By:**  
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**INDIVIDUAL TRAVEL PROTECTION POLICY**

This policy describes the travel insurance benefits underwritten by Arch Insurance Company, herein referred to as the "Company" or as "We", "Us" and "Our". Please refer to the Schedule of Benefits shown on the Schedule of Benefits, which provides the Insured, also referred to as "You" or "Your", with specific information about the program You purchased.

If You are not satisfied for any reason, You may return Your policy to Us within 14 days after receipt. Your premium will be refunded, provided You have not already departed on the Trip or filed a claim. When so returned, all coverages under the policy are void from the beginning.

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IN WITNESS WHEREOF, The **Company** has caused this policy to be executed and attested.

John Mentz  
President

Patrick Nails  
Secretary

**SCHEDULE OF BENEFITS**

<b>Benefits</b>	<b>Maximum Benefit Amount*</b>
<b>Part A – Travel Arrangement Protection</b>	
Trip Cancellation .....	Trip Cost
Trip Interruption and Delayed Arrival .....	Trip Cost
Missed Connection.....	\$750
Trip Delay .....	\$750 (\$200/day)
<b>Part B – Travel Insurance Benefits</b>	
Accidental Death and Dismemberment .....	\$100,000
Emergency Accident & Sickness Medical Expense.....	\$25,000
Emergency Dental Treatment.....	\$1,000
Medical Evacuation and Repatriation of Remains .....	\$525,000
<b>Coverage For Your Belongings and Property of Others</b>	
Baggage and Personal Effects and Sports Equipment.....	\$1,250
Per Item .....	\$500
Special Limitations Combined Maximum.....	\$500
Baggage Delay.....	\$1,000 (\$200/day)
Rental Car Damage .....	\$25,000

\*Maximum Benefit Per Insured except:

- Per Reservation for Trip Cancellation and Trip Interruption
- Per Vehicle for Rental Car Damage

Trip Cost means the rental cost paid, up to a maximum of \$100,000.

## SECTION I – COVERAGES

No benefit will duplicate any other benefit or coverage provided under this policy. Should there be a duplication of coverage or benefits, then We will pay the benefit providing the largest amount of coverage.

### PART A – TRAVEL ARRANGEMENT PROTECTION

#### TRIP CANCELLATION

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the amount of the unused non-refundable prepaid Payments or Deposits for the vacation rental and Travel Arrangements You purchased for Your Trip, when You cancel Your Trip prior to departure for a covered Unforeseen reason; including cancellation or change fees.

#### **Trip Cancellation must be due to one of the following Unforeseen reasons:**

1. Your, a Family Member's, or a Traveling Companion's, or a Business Partner's or a Traveling Companion's Family Member's death, that occurs before departure on Your Trip; or
2. Your, a Family Member's, or a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's covered Sickness or Injury, that: a) occurs before departure on Your Trip; b) requires Medical Treatment at the time of cancellation; and c) as certified by a Physician, results in medical restrictions so disabling as to cause Your Trip to be cancelled; or
3. for **Other Covered Events**, as defined;

provided any such covered Unforeseen reason occur while coverage is in effect for You.

#### **Additional Trip Cancellation Benefits:** We will reimburse You for the following:

If You must reschedule Your Trip due to a covered Unforeseen reason, We will reimburse You up to \$300 for the reissue fee charged by the airline to change Your tickets.

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

#### TRIP INTERRUPTION AND DELAYED ARRIVAL

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for unused, prepaid non-refundable Payments or Deposits for Your vacation rental and Travel Arrangements, plus the Additional Transportation Cost paid for to either:

- a) join Your Trip if You must depart after Your Scheduled Departure Date or travel via alternate travel; or
- b) rejoin Your Trip from the point where You interrupted Your Trip

for a covered Unforeseen reason.

#### **Trip Interruption must be due to one of the following Unforeseen reasons:**

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's death, which occurs while You are on Your Trip; or
2. Your, a Family Member's, or a Traveling Companion's or a Business Partner's or a Traveling Companion's Family Member's covered Sickness or Injury which: a) occurs while You are on Your Trip, b) requires Medical Treatment at the time of interruption; and c) as certified by a Physician, results in medical restrictions so disabling as to prevent Your continued participation on the Trip; or
3. for **Other Covered Events** as defined;

provided any such covered Unforeseen reason occurs while coverage is in effect for You.

#### **Delayed Arrival must be due to one of the following Unforeseen reasons which occurs within 7 days of Your Scheduled Departure Date:**

1. Your, a Family Member's, a Traveling Companion's or a Business Partner's death; or

2. Your, a Family Member's, or a Traveling Companion's or a Business Partner's covered Sickness or Injury which: a) requires Medical Treatment at the time of occurrence; and b) as certified by a Physician, results in medical restrictions so disabling as to prevent You from departing on Your Trip on Your Scheduled Departure Date; or
3. for **Other Covered Events** as defined;

provided any such covered Unforeseen reason occurs while coverage is in effect for You.

**Additional Trip Interruption Benefits:**

- We will pay up to \$50 per day, up to a Maximum Benefit Amount of \$300 for the cost of transport organized by Your tour operator to an alternate site if lack of snow, avalanche or threat of avalanche results in the closure of skiing facilities (excluding cross country skiing) in Your resort and it is not possible to ski there. This coverage only applies to the resort that You have pre-booked for a period exceeding 8 hours and for so long as conditions causing closure of Your resort prevail, but not exceeding the pre-booked period of Your Trip.
- If You are unable to Ski during Your Trip due to 50% or more of the Trails closing for at least eight (8) consecutive hours, (excluding night Skiing), from lack of snow, severe weather or trail conditions, or Natural Disaster during Your Trip, We will reimburse You for the pro-rata value of Your prepaid Ski lift tickets for each lost day of Skiing during Your Trip.

**The following conditions must be met for this benefit to be payable:**

- a) coverage begins on the later of the date You arrive at Your pre-booked ski resort or the date Your Ski lift ticket is valid for;
- b) a minimum of 50% of the Trails must be open on the date you arrive at the Ski resort;
- c) season passes and night Skiing are not covered by this benefit;
- d) this coverage is available from December 15 through March 30 for Ski resorts in the Northern Hemisphere and June 15 through September 30 for ski resorts in the Southern Hemisphere;
- e) If Your Ski lift ticket applies to multiple Ski mountains and one of the mountains meets the conditions noted above, this benefit does not apply;
- f) coverage is only available if the Ski resort has snow makers and is more than 3,000 feet above sea level, or if the Ski resort does not have snow makers and is more than 4,500 feet above sea level; and
- g) coverage is only available if You purchase the insurance at least 21 days prior to Your departure date.

You must provide a copy of the pre-paid Ski lift ticket receipts and written reports from the Ski resort stating the date, length of time, number and reason of Trail closures for which You are submitting a claim.

**"Other Covered Events"** means:

- a. You or Your Traveling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date), served with a court order to appear as a witness in a legal action in which You or Your Traveling Companion is not a party (except law enforcement officers);
- b. You or Your Traveling Companion is the victim of a felonious assault within 10 days of the Scheduled Departure Date of Your Trip;
- c. Your or Your Traveling Companion's primary place of residence or destination is made Uninhabitable and remains Uninhabitable during Your scheduled Trip, by fire, flood, or other Natural Disaster, vandalism, or burglary of Your primary place of residence within 10 days of departure;
- d. a documented theft of Your or Your Traveling Companion's passports or visas;
- e. Your or Your Traveling Companion's transfer of employment by the employer with whom You or Your Traveling Companion are employed on Your Effective Date which requires Your or Your Traveling Companion's principal residence to be relocated;
- f. You or Your Traveling Companion being directly involved in a traffic accident, substantiated by a police report, while en route to Your scheduled point of departure;
- g. Strike that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;
- h. Inclement Weather that causes complete cessation of services for at least 24 consecutive hours of the Common Carrier on which You or Your Traveling Companion are scheduled to travel;

- i. You or Your Traveling Companion who are military, police or fire personnel being called into emergency service to provide aid or relief for a Natural Disaster;
- j. Your or Your Traveling Companion's involuntary employment termination or layoff. Employment must have been with the same employer for at least 1 continuous year;
- k. a Terrorist Incident that occurs within 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your or Your Traveling Companion's Trip;
- l. revocation of Your or Your Traveling Companion's previously granted military leave or re-assignment, including war. Official written notice of the revocation or re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- m. the primary or secondary school that Your or Your Traveling Companion's Dependent child(ren) attends continues classes beyond the predefined school year, due to Unforeseen circumstances that: 1) occur after Your Effective Date for Trip Cancellation; and 2) cause the classes to extend beyond the Scheduled Departure Date of Your Trip. Extensions due to extra-curricular or athletic events are not covered;
- n. Your or Your Traveling Companion's pregnancy, provided the pregnancy occurs after Your Effective Date for Trip Cancellation as verified by medical records;
- o. loss or theft of Your or Your Traveling Companion's ski pass;
- p. a road closure causing a delay in reaching Your scheduled Trip destination for at least 6 hours;
- q. Lack of snow fall or adverse weather in the pre-booked winter sports resort if there is no alternative winter sports facility available which results in the inability to ski for at least 24 hours. A benefit will be paid for each full 24 hour period in which the Insured is unable to ski, up to the maximum as shown in the Schedule of Benefits. The Insured must obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in the resort and the reason for the closure. The resort must have at least 50% of trails closed from lack of snow, severe weather or trail conditions, or Natural Disaster. This coverage is only available if the Insured purchases the insurance at least 21 days prior to their departure date. Coverage is only available if the ski resort has snow makers and is more than 3,000 feet above sea level, or if the ski resort does not have snowmakers and is more than 4,500 feet above sea level. This coverage is available from December 15 through March 30 for ski resorts in the Northern Hemisphere and June 15 through September 30 for ski resorts in the Southern Hemisphere.

In no event shall the amount reimbursed for Trip Cancellation and Trip Interruption exceed the lesser of the amount You prepaid for Your Trip or the Maximum Benefit Amount shown in the Schedule of Benefits.

#### **MISSED CONNECTION**

If You miss Your Trip departure because Your arrival at Your Trip destination is delayed for 3 or more hours, due to:

- a) any delay of a Common Carrier;
- b) documented weather condition preventing You from getting to the point of departure for Your Trip;

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for:

- 1) Your Additional Transportation Cost to join the departed Trip; and
- 2) Your prepaid expenses for the unused land or water Travel Arrangements.

#### **TRIP DELAY**

If You are delayed for 6 hours or more while en route to, during or returning from Your Trip due to a covered Travel Hazard, We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the expenses You incur for additional hotel nights, meals and local transportation while You are delayed.

For the purposes of this benefit:

**"Travel Hazard"** means delay caused by or resulting from:

- a) any delay of Your Common Carrier;
- b) a traffic accident in which You or Your Traveling Companion are directly involved while en route to departure (must be substantiated by a police report);
- c) Your or Your Traveling Companion's lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, Natural Disaster, terrorism or riot;

- e) a road closure (substantiated by the department of transportation, state police, etc.) due to severe storms preventing You from getting to the point of departure for Your Trip;
- f) Your Sickness or Injury or the Sickness, Injury or death of Your Traveling Companion, or Family Member traveling with You.

Trip Delay Benefits will not be paid for: 1) any expenses which have been reimbursed, or 2) for any services that have been provided, by a Common Carrier or travel services provider.

**PART B – TRAVEL INSURANCE BENEFITS**

**ACCIDENTAL DEATH AND DISMEMBERMENT**

We will pay the percentage indicated in the Table of Losses of the Maximum Benefit Amount shown in the Schedule of Benefits when You, as a result of an Injury caused by an Accident occurring during Your Trip, sustain a Loss shown in the Table of Losses below. The Loss must occur within three hundred sixty-five (365) days after the date of the Injury causing the Loss.

<b>TABLE OF LOSSES</b>	
<b>Loss of:</b>	<b>Percentage of Maximum Benefit Amount Payable:</b>
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One Hand and One Foot	100%
Either hand or foot and sight of one eye	100%
Either hand or foot	50%
Sight of one eye	50%

"Loss" with regard to: 1) hand or foot, means actual complete severance through and above the wrist or ankle joints; and 2) eye means an entire and irrecoverable Loss of sight.

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

**Exposure and Disappearance:**

We will pay benefits for covered Losses that result from You being unavoidably exposed to the elements because of an Accident occurring during Your Trip. The Loss must occur within 365 days after the event that caused the exposure.

If, while on Your Trip, You are in an Accident resulting in the disappearance, sinking or damaging of a covered air or water conveyance on which You are traveling, and if Your body has not been found within 365 days from the date of the Accident, it will be presumed, unless there is evidence to the contrary, that You suffered Loss of life.

**EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE**

Benefits will be paid for covered Medical Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, subject to the following: 1) covered Medical Expenses will only be payable at the Usual and Customary level of charges; 2) benefits will be payable only for covered Medical Expenses resulting from an Emergency Condition that first manifests itself or occurs while on Your Trip; 3) only Medical Expenses incurred during Your Trip will be reimbursed. Medical Expenses incurred after You return from Your Trip are not covered.

Benefits will include up to \$1,000 for expenses incurred during Your Trip for emergency dental treatment. Dental expenses incurred after Your Trip is completed are not covered.

"Emergency Condition" means an Injury or Sickness diagnosed by a Physician for which You have sudden and unexpected severe or acute symptoms requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy. The severe or acute symptoms must occur while on Your Trip.

"Medical Expenses" means expenses incurred only for the following:

- 1. medical services (including charges for anesthetics, x-ray examinations or treatments, and laboratory tests) and supplies, prescription drugs, and therapeutic services ordered or prescribed by a Physician as Medically Necessary for treatment;

2. Hospital or ambulatory medical-surgical center services (including expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip), if recommended by Your attending Physician and approved by Us or Our Program Assistance Provider as a substitute for a hospital room for recovery from Your Emergency Condition;
3. local Transportation Expense to and/or from a Hospital.

We will not pay benefits in excess of the Usual and Customary level of charges. We will not cover any expenses provided by another party at no cost to You or already included within the cost of the Trip.

We will advance payment to a Hospital, up to the Maximum Benefit Amount shown on the Schedule of Benefits, if needed to secure Your admission to a Hospital because of a covered Emergency Condition.

## **MEDICAL EVACUATION AND REPATRIATION OF REMAINS**

Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, when You suffer a covered Sickness, Injury, or Loss of life, during Your Trip, for the following:

### **Emergency Medical Evacuation**

We will pay the Usual and Customary level of charges for Transportation Expense for an emergency Medical Evacuation to the nearest Hospital or medical facility where suitable Medically Necessary treatment is available, provided: 1) Your local attending Physician and We or Our Program Assistance Provider determine that Your condition is acute, severe or life threatening; and 2) that adequate Medically Necessary treatment is not available in Your immediate area.

### **Medically Necessary Repatriation**

We will pay for a Medical Evacuation to return You to Your point of origin, Your primary place of residence, or to a Hospital or medical facility closest to Your primary place of residence capable of providing continued treatment, if Your local attending Physician and We or Our Program Assistance Provider determine that it is Medically Necessary.

We will pay for one of the following methods of transportation, as pre-approved by Us or Our Program Assistance Provider:

- 1) commercial air upgrade to Business or First Class, less refunds from Your unused transportation tickets;
- 2) other Transportation Expense.

Transportation must be via the most direct and economical route.

**Hospital of Choice:** You may choose to be transported to a Hospital in a city within the United States of America other than the city of Your primary place of residence. The maximum amount payable is limited to the cost of transportation to Your primary residence.

### **Repatriation of Remains**

Benefits will be paid for covered Repatriation Expenses incurred, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to return Your body to Your city of primary residence in the United States of America if You die during Your Trip.

**“Repatriation Expenses”** means expenses for embalming, local cremation, minimally necessary casket for transport and air transportation of Your remains and any other expenses required to comply with local laws or regulations to arrange transport of Your remains.

All Repatriation Expenses must be approved in advance by Us or Our Program Assistance Provider.

### **Additional Medical Evacuation Benefits:**

**Transportation to Join You:** If You are or will be hospitalized for more than 7 days, We will pay, up to the cost of a single round-trip Economy Transportation ticket and, up to \$250 per day up to 5 days for expenses for hotel nights, meals and local transportation for one person chosen by You to visit Your bedside, provided You are traveling alone and emergency Medical Evacuation or non-emergency Medical Evacuation is not imminent.

**Transportation of Dependent Children:** If You die or are hospitalized for more than 7 days, We will pay, up to the cost of a single one-way Economy Transportation ticket (less the value of applied credit from any unused return travel tickets) per person, to return Your Dependent children (and any accompanying minor persons under Your care) who are left unattended by Your death or hospitalization to their home (with an attendant, if considered necessary by Us or Our Program Assistance Provider).

## COVERAGE FOR YOUR BELONGINGS AND PROPERTY OF OTHERS

### BAGGAGE AND PERSONAL EFFECTS AND SPORTS EQUIPMENT

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, less any amount paid or payable by a party responsible for Your loss, for Your Baggage and sports equipment which is permanently lost, stolen, damaged or destroyed during Your Trip, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times.

We will also reimburse You for fees associated with the replacement of Your passport and visas which are lost, stolen, damaged or destroyed during Your Trip.

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

#### Valuation and Payment of Loss:

The lesser of the following amounts will be paid:

- 1) the Actual Cash Value at the time Your Baggage is lost, stolen, damaged or destroyed;
- 2) the cost to repair or replace the item with material of a like kind and quality; or
- 3) \$500 per item for Baggage and sports equipment.

For claimed items without original receipts, payment of loss will be calculated based upon 75% of the Actual Cash Value at the time of loss, not to exceed \$500 per item for Baggage and sports equipment.

We may take all or part of Your damaged Baggage and sports equipment 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.

**Items Subject To Special Limitations:** a combined maximum of \$500 (without a per item limit) will be paid for jewelry; precious or semi-precious stones; watches; articles consisting in whole or in part of silver, gold or platinum; furs or articles trimmed with fur; cameras (and their accessories and related equipment), laptop or tablet computers, cell phones, PDA's and similar mobile devices; and other digital or electronic equipment or media.

If You have checked Your property with a Common Carrier and delivery is delayed, coverage for Baggage will be extended until the Common Carrier delivers the property.

### BAGGAGE DELAY

We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the cost of reasonable additional clothing and personal items purchased by You while Your Baggage is delayed 12 hours or more from Your time of arrival at a destination other than Your return destination.

This coverage terminates upon Your arrival at the return destination of Your Trip.

#### The following exclusions and limitations apply to Baggage and Personal Effects and Sports Equipment and Baggage Delay:

We will not provide benefits for any loss or damage to:

- 1) animals;
- 2) automobiles and automobile equipment; boats or other vehicles or conveyances; motorcycles; trailers; motors;
- 3) aircraft;
- 4) bicycles, except when checked as baggage with a Common Carrier;
- 5) household effects and furnishings; antiques and collector items;
- 6) eyeglasses, sunglasses, contact lenses, artificial teeth, dentures, dental bridges, or retainers, or other orthodontic devices or hearing aids;
- 7) artificial limbs or other prosthetic devices;
- 8) keys, money, and credit cards (except as otherwise specifically covered herein); securities, stamps, tickets, and documents (except as coverage is otherwise specifically provided herein);
- 9) sporting equipment if the loss results from the use thereof.



We will not provide benefits for any loss or damage caused by or resulting from:

- 1) breakage of brittle or fragile articles;
- 2) wear and tear or gradual deterioration;
- 3) confiscation or appropriation by order of any government or custom's rule;
- 4) theft or pilferage while left in any unlocked vehicle;
- 5) property illegally acquired, kept, stored or transported;
- 6) Your negligent acts or omissions;
- 7) property shipped as freight or shipped prior to the Scheduled Departure Date;
- 8) electrical current, including electric arcing that damages or destroys electrical devices or appliances;
- 9) insects, vermin or inherent vice.

We will not provide benefits for any loss or damage to Your Baggage which has been reimbursed by a Common Carrier, hotel or Travel Supplier.

### **RENTAL CAR DAMAGE**

If You rent a Rental Car while on Your Trip and while in Your possession the car is: 1) damaged due to collision, theft, vandalism, windstorm, fire, hail, flood or any cause not in Your control; or 2) stolen and not recovered, We will reimburse You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired;
- b. the Actual Cash Value of the Rental Car; or
- c. the Maximum Benefit Amount shown in the Schedule of Benefits.

Coverage is provided to You, provided You are a licensed driver and are listed on the rental agreement.

#### **The following exclusions and limitations apply to Rental Car Damage**

We do not cover loss arising from or due to:

1. any obligation of You, a Traveling Companion or Family Member traveling with You assumed under any agreement (except insurance collision deductible);
2. rentals of trucks, campers, trailers, motor bikes, motorcycles, off-road vehicles, recreational vehicles or Exotic Vehicles;
3. any loss that occurs if You or anyone traveling with You are in violation of the rental agreement;
4. failure to report the loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure or person as a result of a covered loss;
6. any loss as the result of or attributed to driving the Rental Car: while under the influence of alcohol or any illegal substance or the abuse of a legal substance; while using any medication that recommends abstinence from driving; in a speed competition; for compensation for hire; for illegal trade purposes, or transporting contraband;
7. any loss as the result of physical damage or loss attributed to: mechanical failure or breakdown of the Rental Car; wear and tear, gradual deterioration, corrosion, rust or freezing; any neglect or abuse of the Rental Car; any dishonest act or conversion; any consequence of war (declared or otherwise); or contamination by a radioactive material.

#### **The following duties in the event of loss apply to Rental Car Damage:**

1. You must take all reasonable, necessary steps to protect the Rental Car and prevent further damage to it;
2. You must report the loss to the appropriate local authorities and the rental company as soon as possible;
3. You must obtain all information on any other party involved in an Accident, such as name, address, insurance information and driver's license number;
4. You must provide Us all documentation such as rental agreement, police report and damage estimate.

## **SECTION II - DEFINITIONS**

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

**"Actual Cash Value"** means current replacement cost for items of like kind and quality less depreciation.

**“Additional Transportation Cost”** means the actual cost incurred for one-way Economy Transportation (or for the original class of fare, if the original tickets were for a higher class of fare) by Common Carrier by the most direct route, less any refunds paid or payable, for unused original tickets.

**“Baggage”** means luggage and personal effects (whether owned, borrowed or rented) taken by You on Your Trip.

**“Business Partner”** means an individual who: (a) is involved in a legal general partnership with You; and (b) is actively involved in the day to day management of Your business.

**“Caregiver”** means an individual employed for the purpose of providing assistance with activities of daily living to You or to Your Family Member who has a physical or mental impairment. The Caregiver must be employed by You or Your Family Member. A Caregiver is not a babysitter; childcare service, facility or provider; or a person employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**“Child Caregiver”** means an individual providing basic childcare service needs for Your minor children under the age of 18 while You are on the Trip without the minor children. The arrangement of being the Child Caregiver while You are on the Trip must be made 30 or more days prior to the Scheduled Departure Date.

**“Common Carrier”** means any land, sea, or air conveyance operating under a valid license for the transportation of passengers for hire, not including taxicabs or rented, leased or privately owned motor vehicles.

**“Dependent”** means lawful spouse, Your children including an unmarried child, stepchild, legally adopted child or foster child who is: (1) less than age 19 and primarily dependent on You for support and maintenance; or (2) who is at least age 19 but less than age 26 and who regularly attends an accredited school or college; and who is primarily dependent on You for support and maintenance.

**“Domestic Partner”** means an opposite or same-sex partner who is at least eighteen (18) years of age and has met all the following requirements for at least 10 months:

- 1) resides with You;
- 2) Shares financial assets and obligations with You.

**“Economy Transportation”** means the lowest published available transportation rate for a ticket on a Common Carrier.

**“Effective Date”** means the date and time Your coverage begins, as indicated in Section IV- Coverage Provisions, When Coverage Begins and Ends.

**“Exotic Vehicles”** means any antique, limited production, or collectible car or any other private passenger vehicle with a Manufacturer’s Suggested Retail Price (MSRP) over \$50,000.

**“Family Member”** means any of the following: Your or Your Traveling Companion’s legal spouse (or common-law spouse where legal), legal guardian or ward, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, Caregiver, or Child Caregiver.

**“Hospital”** means (a) a place which is licensed or recognized as a general hospital by the proper authority of the state in which it is located; (b) a place operated for the care and treatment of resident in-patients with a registered graduate nurse (RN) always on duty and with a laboratory and X-ray facility; (c) a place recognized as a general hospital by the Joint Commission on the Accreditation of Hospitals; (d) other than a residence, a place where treatment in a Hyperbaric chamber can be received. Not included is a hospital or institution licensed or used principally: (1) for the treatment or care of drug addicts or alcoholics; or (2) as a clinic continued or extended care facility, skilled nursing facility, convalescent home, rest home, nursing home or home for the aged.

**“Hospitalized”** means admitted to a Hospital for a period of at least 24 hours or where the patient is charged by the Hospital for a minimum of one day of inpatient charges.

**“Inclement Weather”** means any weather condition that delays the scheduled arrival or departure of a Common Carrier.

**“Injury”** means bodily harm caused by an Accident that: 1) occurs while Your coverage is in effect under the policy; 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 the person named on the rental agreement and his/her Family Member and accompanying Traveling Companion if occupying the rental property premises with the Insured. Insured does not mean an invited guest, unless the guest accompanies the Insured to and from the vacation rental property destination and resides there with the Insured for the duration of the rental agreement period.

**“Intoxicated”** mean a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**“Medical Evacuation”** means Physician-ordered Transportation Expense which is arranged and approved by Our Program Assistance Provider. An unscheduled return by the same or like mode of transportation as originally scheduled without additional transportation requirements is not a Medical Evacuation.

**“Medically Necessary”** means a service which is appropriate and consistent with the treatment of the condition in accordance with accepted standards of community practice.

**“Medical Treatment”** means examination and treatment by a Physician.

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

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

**“Physician”** means a person licensed as a medical doctor in the jurisdiction where the services are rendered or a Christian Science Practitioner who is: (a) other than You, a Traveling Companion or a Family Member; and (b) practicing within the scope of his or her license.

**“Pre-Existing Condition”** means an illness, disease, or other condition during the 60 day period immediately prior to the Effective Date of Your coverage for which You or Your Traveling Companion, Business Partner or Family Member: 1) received or received a recommendation for a 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 60 day period before Your coverage is effective under this policy.

**“Program Assistance Provider”** means OnCall International.

**“Property Management Company”** means developer, association leasing company, rental company, exchange company, or hotel or condominium operator, who has the financial responsibility for maintenance repairs, reservations, and/or operation of the unit used for Your Trip.

**“Rental Car”** means a private passenger vehicle (including mini-vans and sport utility vehicles) rented from a rental car agency and being used solely for transportation on public roads.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on Your Trip.

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination of Your Trip.

**“Sickness”** means an illness or disease of the body that: 1) requires examination and treatment by a Physician, and 2) commences while Your coverage is in effect. An illness or disease of the body that first manifests itself and then worsens or becomes acute prior to the Effective Date of Your coverage is not a Sickness as defined herein and is not covered by the policy.

**“Ski” or “Skiing”** means winter recreation of snow skiing or snowboarding on Trails which are only accessed by a prepaid use ticket for lifts and/or use or admission, but does not include cross country skiing, back country skiing, heli-skiing, extreme skiing, snowcat skiing, ski-jumping, off-piste skiing, tubing, lugging, half-pipes, terrain parks, or other snow play activities either on or off Trails.

**“Ski Equipment”** means skis, ski poles, ski bindings, ski boots, snowboards, snowboard bindings, snowboard boots, snowblades and any other recognized snow sports equipment.

**“Strike”** means any labor disagreement resulting in a stoppage of work: (a) as a result of a combined effort of workers which is unannounced and unpublished at the time Travel Arrangements are purchased and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an incident deemed a terrorist attack by the United States government.

**“Third Party(ies)”** means any person, corporation or other entity except You and Us.

**“Time Sensitive Period”** means within 21 days of the date Your initial deposit/payment for Your Trip is received.

**“Trails”** means named skier paths designated for downhill travel as shown on a ski resort trail map using the international difficulty rating, not including connecting paths or cross-overs between downhill trails, trails that are outside the established marked and patrolled boundaries of a ski resort, or areas designated as unsafe or closed by ski resort management for avalanche control work.

**“Transportation Expense”** means the cost of Medically Necessary conveyance and personnel, including Usual and Customary charges for required medical services and supplies.

**“Travel Arrangement(s)”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by Your Travel Supplier or Property Management Company for Your Trip. Other specified services covered by this definition also include any Ski lift tickets booked by others, including Ski lift tickets booked by You.

**“Travel Supplier”** means any entity or organization that coordinates or supplies travel services for You.

**“Traveling Companion”** means a person or persons whose names appear with Yours and who, during Your Trip, will accompany You.

**“Trip”** means a scheduled trip of 180 days or less in length; 1) for which coverage is elected and the premium paid and all Travel Arrangements are arranged prior to the Scheduled Departure Date; and 2) with a per person cost of \$100,000 or less.

**“Unforeseen”** means not anticipated or expected and occurring after the Effective Date for Trip Cancellation of the policy.

**“Uninhabitable”** means: (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared; or (4) the property is without electricity, gas, sewer service or water or under an order of mandatory evacuation by local government authorities.

**“Usual and Customary”** means the comparable level of charges for similar treatment, services and supplies in the geographic area where treatment, services or supplies are provided or performed.

### **SECTION III - POLICY LIMITATIONS AND EXCLUSIONS**

**Benefits are not payable for any loss due to, arising or resulting from:**

1. a Pre-Existing Condition, as defined in the policy. This Pre-Existing Condition exclusion does not apply to the Emergency Medical Evacuation or Repatriation of Remains coverage;

#### **Waiver of the Pre-Existing Condition Exclusion**

The exclusion for Pre-Existing Condition will be waived provided:

- a) Your premium for this policy is received within the Time Sensitive Period; and
  - b) You or the individual with the Pre-Existing Condition, are not disabled from travel at the time Your premium is paid.
2. suicide, attempted suicide or any intentionally self-inflicted injury of You, a Traveling Companion, Family Member or Business Partner booked to travel with You, while sane or insane;
  3. war, invasion, acts of foreign enemies, hostilities between nations (whether declared or undeclared), or civil war;
  4. participating in maneuvers or training exercises of an armed service or police force of any country;
  5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
  6. participating as a professional in a stunt, athletic or sporting event or competition;
  7. participating in skydiving or parachuting, hang gliding, bungee cord jumping, any race or speed contests, spelunking or bodily contact sports;
  8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
  9. being Intoxicated or under the influence of any controlled substance unless taken as administered or prescribed by a Physician;
  10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
  11. normal pregnancy (except complications of pregnancy) and/or resulting childbirth except as otherwise covered under Trip Cancellation or Interruption, or voluntarily induced abortion;
  12. any loss occurring during a Trip booked or taken for the purpose or intent of securing medical treatment;
  13. failure of any tour operator, Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements or to refund money due You;

14. a mental, or nervous or psychological disorder, unless Hospitalized for that condition while the policy is in effect for You;
15. a loss that results from an illness, disease or other condition, event or circumstance that occurs at a time when the policy is not in effect for You.

## **SECTION IV – COVERAGE PROVISIONS**

### **When Coverage Begins and Ends**

#### **When Coverage Begins:**

##### **Trip Cancellation:**

Coverage begins at 12:01 a.m. at Your location on the day after the date the required premium for this policy to cover Your Trip is received by Your Travel Supplier or Property Management Company.

This is Your “Effective Date” and time for Trip Cancellation.

**Trip Interruption and Missed Connection:** Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Trip destination, on the Scheduled Departure Date) for Your Trip.

This is Your “Effective Date” and time for Trip Interruption and Missed Connection.

**All Other Coverages:** Coverage begins at 12:01 AM on the date when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages.

#### **When Coverage Ends:**

**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) the date the Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Trip covered by the policy.

All coverages under the policy will be extended if Your entire Trip is covered by the policy and Your return is delayed due to 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.

Termination of the policy will not affect a claim for loss that occurs after premium has been paid.

## **SECTION V – CLAIMS PROVISIONS**

### **Your duties in event of a loss:**

#### **For Trip Cancellation and Trip Interruption:**

Immediately, or as soon as possible, call Your Travel Supplier or Property Management Company and the Program Administrator (see Where to Report a Claim) to report Your cancellation, interruption to avoid non-covered charges due to late reporting.

If You are prevented from taking Your Trip as scheduled or must interrupt your Trip due to Sickness or Injury, You should obtain medical care immediately. We require a certification by the treating Physician at the time of Sickness or Injury that medically imposed restrictions prevented Your participation or continued participation in the Trip. Provide all unused transportation tickets, official receipts, etc.

#### **Trip Delay or Missed Connection:**

Obtain any specific dated documentation that provides proof of the reason for delay (airline or cruise line forms, medical statements, etc).

Submit this documentation along with Your trip itinerary and all receipts for additional expenses incurred.

## **For Baggage and Personal Effects and Sports Equipment and Baggage Delay:**

In case of lost, stolen, damaged, destroyed or delayed Baggage and Personal Effects, You must:

- a) take all necessary and reasonable steps to protect, save or recover the property;
- b) notify, within 48 hours of the loss in writing, the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss;
- c) obtain a copy of the reported loss, damage, delay or theft of the item from the Common Carrier who had possession of the item at the time of the loss to include the Common Carrier's liability for such loss;
- d) produce records needed to verify the claim and its amount, and permit copies to be made;
- e) provide Us, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and
- f) allow the property to be examined, if requested.

## **Where to Report a Claim:**

Red Sky Travel Insurance  
c/o Arch Insurance Company  
Executive Plaza IV  
11350 McCormick Rd., Suite 102  
Hunt Valley, MD 21031  
Phone: 1-866-889-7409  
Fax: 1-443-279-2901

Email: [redsky@archinsurance.com](mailto:redsky@archinsurance.com)

Office Hours: Monday-Friday, 8:30am – 5pm EST

**Notice of Claim:** Notice of claim must be reported to Us within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

**Claim Forms:** When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Obtain claim forms from Us or at [www.trippreserver.com](http://www.trippreserver.com) which will provide all the details for filing Your claim appropriately. Please read the instructions carefully. The instructions will direct You toward filing all the correct, necessary documentation and following the appropriate procedures in order to have Your claim settled as quickly as possible.

**Proof of Loss:** Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

**Payment of Claims:** Benefits for Loss of life will be paid to Your designated beneficiary. If a beneficiary is not otherwise designated by You, benefits for Loss of life will be paid to the first of the following surviving preference beneficiaries:

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

All other benefits will be paid directly to You, unless otherwise directed. Any accrued benefits unpaid at Your death will be paid to Your estate. 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.

All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

If any benefit is payable to: (a) an Insured who is a minor or otherwise not able to give a valid release; or (b) Your estate, We may pay any amount due under the policy to Your beneficiary or any relative whom We find entitled to the payment. Any payment made in good faith shall fully discharge Us to any party to the extent of such payment.

## **SECTION VI - GENERAL PROVISIONS**

**Physician Examination and Autopsy:** We, at Our expense, may have You examined when and as often as is reasonable while the claim is pending. We may have an autopsy done (at Our expense) where it is not forbidden by law.

**Legal Actions:** No legal action for a claim can be brought against Us until 60 days after We receive proof of loss. No legal action for a claim can be brought against Us more than 3 years after the time required for giving proof of loss. This 3 year time period is extended from the date proof of loss is filed and the date the claim is denied in whole or in part.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this insurance has been concealed or misrepresented.

**Other Insurance with Us:** You may be covered under only one travel insurance policy with Us for each Trip. If You are covered under more than one such policy, You may select the coverage that is to remain in effect. In the event of death, the selection will be made by Your beneficiary or estate. Premiums paid (less claims paid) will be refunded for the duplicate coverage that does not remain in effect.

**Subrogation:** If We have made a payment for a loss under this coverage, and the person to or for whom payment was made has a right to recover damages from the Third Party responsible for the loss, We will be subrogated to that right. You shall help Us exercise Our rights in any reasonable way that We may request; nor do anything after the loss to prejudice Our rights; and in the event You recover damages from the Third Party responsible for the loss, You will hold the proceeds of the recovery for Us in trust and reimburse Us to the extent of Our previous payment for the loss.

**Reductions in the Amount of Insurance:** The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this coverage for this Trip.

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

**Proof of Loss:** You must furnish Us, or Our designated representative, with proof of loss. This must be a detailed statement. It must be filed with Us, or Our designated representative within ninety (90) days from the date of loss. Failure to comply with these conditions shall invalidate any claims under this policy.

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

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



## TRAVEL ASSISTANCE SERVICES

The Travel Assistance feature provides a variety of travel related services.

Services offered by On Call International include:

- 24/7 Worldwide Assistance Services
- Emergency Roadside Assistance Services

CALL TOLL FREE:

866-889-7409

## AVAILABILITY OF SERVICES

You are eligible for Worldwide Emergency Assistance and Emergency Roadside Assistance Services when you actually start your trip. These services end the earliest of: (1) midnight on the day your travel insurance product expires; (2) when you reach your return destination; or (3) when you complete your trip.

Travel assistance services are provided by On Call International (On Call), an independent organization, and not by Arch Insurance Company. There may be times when circumstances beyond On Call's control hinder their endeavors to provide travel assistance services and to help you resolve your emergency situation. On Call has designated Brickell Financial Services-Motor Club, Inc. d/b/a Road America Motor Club (Road America), to provide 24-hour roadside assistance services.

## EMERGENCY ASSISTANCE SERVICES

Provides a variety of travel related services, including:

- Medical Evacuation • Medically Necessary Repatriation • Repatriation of Remains
- Medical or Legal Referral • Inoculation Information • Hospital Admission Guarantee • Translation Service • Lost Baggage Retrieval • Passport/Visa Information
- Emergency Cash Advance\* • Bail Bond\* • Prescription Drug/Eyeglass Replacement\*

\* Payment reimbursement to the Assistance Company is your responsibility.

## EMERGENCY ROADSIDE ASSISTANCE SERVICES

24-Hour Toll-Free Emergency Roadside Assistance is available throughout the United States and Canada, 24 hours a day, 365 days a year.

The following services are available to you when traveling 50 miles or more from your home for a vehicle registered or rented to you during the effective Policy term, subject to the exclusions and limitations listed below. To receive the Emergency Roadside Assistance Services, you must be with the vehicle when the service provider arrives:

- Towing Assistance • Battery Services • Flat Tire Assistance • Fuel, Oil and Water Delivery Service
- Lock-out Assistance • Collision Assistance

For any amount exceeding the program's \$100 per occurrence benefit limit, it will be your responsibility to pay the service provider directly for the additional charges. Please note: Only one service call for the same cause will be covered during any seven-day period.



The following services and vehicles are not included or covered:

1. Cost of parts, replacement keys, fluids, fuel, lubricants, cost of installation of products, material, and additional labor relating to towing. Any and all taxes or fines.
2. Non-emergency mounting or removing of any tires, snow tires, or chains. Shoveling snow from around a vehicle. Tire Repair. Motorcycles, trucks over one-and-a-half ton capacity, antique vehicles (meaning vehicles over 20 years old or out of manufacture for 10 years or more), taxicabs, limousines, or other commercial or delivery vehicles including vehicles used for racing, rentals, dealer services, dealer loaners, shuttle, delivery, hauling, towing, road repair service, construction service, snow removal, or as a public livery vehicle, or any other commercial use. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow. Damage or disablement due to flood, fire, or vandalism.
3. Towing from or repair work performed at a service station, garage or repair shop. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced. Non-emergency towing or other non-emergency service. Towing by other than a licensed service station or garage; vehicle storage charges; a second tow for the same disablement. Towing as a result of a collision or accident. Extrication or Winching. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
4. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of any vehicle in the commission of a felony.
5. Repeated service calls for a vehicle in need of routine maintenance or repair. Services received independently from Road America without prior authorization from Road America. Only one disablement for the same service type during any seven day period will be accepted.

THIS IS NOT A ROADSIDE ASSISTANCE REIMBURSEMENT SERVICE. The Emergency Roadside Assistance benefit is not intended to provide reimbursement of service secured independently of this program.