



## **BASIC TRAVEL INSURANCE PLAN U.S.A.**

### **What is covered?**

- Trip Cancellation and Trip Interruption
- Lost, Damaged or Delayed Baggage
- Medical Expense Benefits
- Accidental Death & Dismemberment
- Travel Emergency Assistance

### **Limited Coverage Please Read Carefully – Exclusions apply to certain medical conditions.**

Effective May 1, 2008

Applicable only to G.M.'s booking in the United States. This coverage supercedes any previously existing coverage and is subject to change without notice.

**PLEASE READ THIS DOCUMENT CAREFULLY AND CARRY IT WITH YOU ON  
YOUR TRIP.**



**PART 1**  
**Basic Travel Insurance Policy**



Effective May 1, 2008  
Plan Code: 10CM

**DESCRIPTION OF COVERAGES**  
**SCHEDULE OF COVERAGES**

**Maximum benefit Amount**

|                                   |                                |
|-----------------------------------|--------------------------------|
| Trip Cancellation                 | \$1,000                        |
| Trip Interruption                 | \$1,000                        |
| Baggage and Personal Effects      | \$1,500                        |
| Baggage Delay (in village credit) | \$100 Village Boutique Voucher |
| Medical or Dental Expenses        | \$5,000                        |
| Accidental Death & Dismemberment  | \$15,000                       |

**Notice:** If you are a resident of one of the following states (IN, KS, LA, OH, OR, VT, WA, WY) your coverage is provided and governed by an individual policy form. Additional information about your individual policy is available by calling CSA at 1-877-519-3007.

For coverage questions or to request a claim form, call toll-free in the U.S. 1.877.519.3007. Collect worldwide 1.858.810.2012.

**Blanket Travel Accident Insurance**

PLEASE READ CAREFULLY. Applicable only to current members who have booked and paid for the Covered Trip and membership fees in the U.S. This coverage supercedes any previously issued coverage and is subject to change without notice. Keep this document and carry a copy with you when you travel.

**INSURANCE COVERAGE**

Travel Insurance is underwritten by: Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 under Policy/Certificate Form series TAHC5000GCS and TAHC5000GPS. This plan is administered by CSA Travel Protection and Insurance Services.

**TRAVEL INSURANCE PLAN**

PLEASE READ CAREFULLY. Applicable only to current members who have booked and paid for the Trip and membership fees in the U.S.A. This coverage supercedes and previously issued coverage and is subject to change without notice.

## DEFINITIONS

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

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

**Actual Cash Value** means purchase price less depreciation.

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

**Common Carrier** means any conveyance operated under a license for the transportation of passengers for hire.

**Covered Trip** means a scheduled Covered Trip to a Club Med Village including travel arrangements provided by Club Med prior to the Scheduled Departure Date of the Trip. Travel arrangements not provided by Club Med are not considered a part of a Covered Trip, as defined, and are NOT covered by the Policy.

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

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

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

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

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

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

**Immediate Family Member** includes your spouse, child, or parent(s).

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

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

**Insurer** means Stonebridge Casualty Insurance Company.

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

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

**Schedule Departure Date** means the date on which you are originally scheduled to leave on your Covered Trip.

**Scheduled Return Date** means the date on which you are originally scheduled to return to the point where the Covered Trip started or to a different final destination.

**Scheduled Trip Departure City** means the city where the scheduled trip on which you are to participate originates.

**Sickness** means an illness or disease of the body which: 1) requires examination and treatment by a Physician, and 2) commences while the plan is in effect.

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

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

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

## INDIVIDUAL ELIGIBILITY, EFFECTIVE & TERMINIATION DATES

Persons eligible for insurance under the policy are current Club Med members who have booked and paid for the Covered Trip and membership fees in the United States of America.

### Effective Date:

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

Pre-Departure Trip Cancellation coverage will take effect on the day your plan payment is received by Club Med. Post-Departure Trip Interruption coverage will take effect on the Scheduled Departure Date of your Covered Trip if the required plan payment is received.

### Termination Date:

Your coverage automatically ends on the earlier of:

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

### **Extension of Coverage**

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

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

## **GENERAL PLAN EXCLUSIONS**

**The following exclusion applies to all coverages. We will not pay for any loss under the plan, caused by, or resulting from:**

- a. your, your Traveling Companion's, or Immediate Family Member's suicide, attempted suicide, or intentionally self-inflicted injury, booked to travel with you, while sane or insane (while sane in CO & MO);
- b. mental, nervous, or psychological disorders;
- c. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
- d. normal pregnancy or resulting childbirth or elective abortion;
- e. participation as a professional in athletics;
- f. participation in organized athletic events (other than those sponsored and supervised by Club Med);
- g. riding or driving in any motor competition;
- h. declared or undeclared war, or any act of war;
- i. civil disorder;
- j. service in the armed forces of any country;
- k. nuclear reaction, radiation or radioactive contamination;
- l. operating or learning to operate any aircraft, as pilot or crew;
- m. mountain climbing or travel on any air-supported device, other than on a regularly scheduled airline or air charter company;
- n. any unlawful acts, committed by you or a Traveling Companion (whether insured or not);
- p. a loss or damage caused by detention, confiscation or destruction by customs;
- q. elective Treatment and Procedures;
- r. pandemic and/or epidemic;
- s. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
- t. Financial Insolvency of the person, organization or firm from whom you directly purchased or paid for your Covered Trip, Financial Insolvency which occurred, or for which a petition for bankruptcy was filed by a travel supplier;
- w. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

## **PRE-EXISTING CONDITION**

**The following exclusion applies to the Medical or Dental Expense, Trip Cancellation and Trip Interruption coverages:** We will not pay for loss or expense caused by or incurred resulting from a Pre-Existing Condition, as defined in the plan, including death that results therefrom.

**Pre-existing Condition** means an illness, disease, or other condition during the 90-day period immediately prior to your effective date for which you or your Traveling Companion or Immediate Family Member is scheduled or booked to travel with you: 1) received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or 2) took or received a prescription for drugs or medicine.

Item 2 of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 90-day period before coverage is effective under this Policy.

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

## **Trip Cancellation and Trip Interruption Benefits**

### **Pre-Departure Trip Cancellation**

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

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

### **Pre-Departure Trip Cancellation Benefits**

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

### **Post-Departure Trip Interruption**

We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to your, a Immediate Family Member's, or Traveling Companion's Sickness, Injury, or death.

For item 1 above, the Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) for item 2 above, commence while you are on your Covered Trip and your coverage is in effect under the plan; and c) for both items 1 and 2 above, require the examination and treatment by a Physician, in person, at the time the Covered Trip is interrupted or delayed; and d) in the written opinion of the treating Physician, be so disabling as to delay your arrival on your Covered Trip or to prevent you from continuing your Covered Trip. The Sickness or Injury must: a) commence while your coverage is in effect under the plan; b) require the examination and treatment by a Physician, in person, at the time the Covered Trip is canceled; and c) in the written opinion of the treating Physician, be so disabling as to prevent you from taking your Covered Trip.

We will pay a benefit if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on your Covered Trip due to Other Covered Events, as defined.

### **Post-Departure Trip Interruption Benefits**

We will reimburse you, less any refund paid or payable, for unused land or water travel arrangements, plus one of the following:

1. the additional transportation expenses by the most direct route from the point you interrupted your Covered Trip:

- a. to the next scheduled destination where you can catch up to your Covered Trip; or
- b. to the final destination of your Covered Trip; or

2. the additional transportation expenses incurred by you by the most direct route to reach your original Covered Trip destination if you are delayed and leave after the Scheduled Departure Date.

However, the benefit payable under 1 and 2 above will not exceed the cost of a one-way economy air fare (or first class, if the original tickets were first class) by the most direct route less any refunds paid or payable for your unused original tickets.

3. your additional cost as a result of a change in the per-person occupancy rate for prepaid travel arrangements if a Traveling Companion's Covered Trip is interrupted and your Covered Trip is continued.

**Other Covered Events** means only the following unforeseeable events or their consequences which occur while coverage is in effect under this Policy:

1. Common Carrier delays resulting from inclement weather, or mechanical breakdown of the aircraft, ship or boat or motor coach on which you are scheduled to travel, or organized labor strikes that affect public transportation;

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

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

a. the scheduled carrier connecting times must meet airline required legal minimum connect times; and

b. the scheduled time between arrival at the Scheduled Trip Departure City and the scheduled trip departure must be 2 hours or longer.

3. a change in plans by you, a Immediate Family Member traveling with you, or Traveling Companion resulting from one of the following events which occurs while coverage is in effect under this Policy:

a. being directly involved in a documented traffic accident while en route to departure;

b. being hijacked, quarantined (except as a result of a pandemic or epidemic), required to serve on a jury, or required by a court order to appear as a witness in a legal action, provided you, a Immediate Family Member traveling with you or a Traveling Companion is not 1) A party to the legal action, or 2) Appearing as a law enforcement officer;

c. your Home made Uninhabitable by fire, flood, volcano, earthquake, hurricane or other natural disaster;

f. being called into active military service to provide aid or relief in the event of a natural disaster;

g. a documented theft of passports or visas;

h. a permanent transfer of employment of 250 miles or more;

## **Baggage and Personal Effects Benefit**

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

### **Items Not Covered**

We will not pay for damage to or loss of:

1. animals; or
2. property used in trade, business or for the production of income; or
3. boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances or equipment, or parts for such conveyances; or

4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses; or
5. documents or tickets, except for administrative fees required to reissue tickets; or
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards, except as noted above; or
7. property shipped as freight or shipped prior to the Scheduled Departure Date; or
8. contraband.

**Special Limitation:** We will not pay more than \$250 (or the Baggage and Personal Effects limit, if less) on all losses to jewelry; watches; precious gems; articles consisting in whole or in part of silver, gold or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. Items not included above are subject to a \$300 per item limit.

### **Losses Not Covered**

We will not pay for loss arising from:

1. defective materials or craftsmanship; or
2. normal wear and tear, gradual deterioration, inherent vice; or
3. rodents, animals, insects or vermin; or
4. mysterious disappearance; or
5. electrical current, including electric arcing that damages or destroys electrical devices or appliances.

### **Valuation and Payment of Loss**

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

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

### **Continuation of Coverage**

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

### **Notice of Claim**

We must be given written notice of claim within 30 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

**Important:** The Insured must report all theft losses occurring at the Village to the Village Gestionnaire (Assistant Village Manager) and obtain a written report of his/her loss. All other losses must be reported to the local police or other authorities, and a written report of the Insured's loss must be obtained from them. The Insured must observe ordinary and proper care in the supervision of the property covered hereby, and in case of loss, theft or damage to Baggage and Personal Effects, you should:

1. take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.
2. immediately report the incident to the Club Med Village Gestionnaire, transportation official, local police or other local authorities and obtain their written report of your loss; and
3. give notice of the claim as soon as possible to CSA Travel Protection; and
4. furnish such information and evidence, documentary or otherwise, in substantiation of any claim, as the Company may reasonably require; and

## Baggage Delay Benefit

We will reimburse you, up to the amount shown in the Schedule for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed for 12 hours or more during your Covered Trip. This coverage terminates upon your arrival at the return destination of your Covered Trip.

## Medical or Dental Expense Benefits

We will pay this benefit, up to the amount on the Schedule, for the following Covered Expenses incurred by you, subject to the following: 1) Covered Expenses will only be payable at the Usual and Customary level of payment; 2) benefits will be payable only for Covered Expenses resulting from a Sickness that first manifests itself or an Injury that occurs while on a Covered Trip; 3) benefits payable as a result of incurred Covered Expenses will only be paid after benefits have been paid under any Other Valid and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses, which exceeds the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance.

### Covered Expenses:

1. expenses for the following Physician-ordered medical services: services of legally qualified Physicians and graduate nurses, charges for Hospital confinement and services, local ambulance services, prescription drugs and medicines, and therapeutic services, incurred by you within one year from the date of your Sickness or Injury during a Covered Trip;
2. expenses for emergency dental treatment incurred by you during a Covered Trip.

## Accidental Death and Dismemberment

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

| <u>Loss:</u>                                   | <u>Percentage of Principal Sum Payable:</u> |
|------------------------------------------------|---------------------------------------------|
| Life.....                                      | 100%                                        |
| Both Hands; Both Feet .....                    | 100%                                        |
| Sight of Both Eyes; One Hand and One Foot..... | 100%                                        |
| One Hand and Sight of One Eye.....             | 100%                                        |
| One Foot and Sight of One Eye.....             | 100%                                        |
| One Hand; One Foot or Sight of One Eye.....    | 50%                                         |

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

### Exposure and Disappearance

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

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

**The following exclusion applies to the Accidental Death and Dismemberment coverage:** We will not pay for loss caused by or resulting from Sickness of any kind.

## CLAIMS PROCEDURES

**Trip Cancellation/Interruption Claims:** If you need to cancel your trip, contact your Travel Agent or Club Med immediately at 1.800.258.2633 to cancel your reservation. You must also notify CSA Travel Protection in writing within 30 days, or as soon after that as is reasonable possible. A Claim Form will be sent to you, which you must be complete (and the attending Physician in the case of a Medical or Dental Expense). If you must interrupt your Covered Trip, you must contact the Village Traffic Office who will arrange reservations for your flight back. You must also notify CSA Travel Protection in writing within 30 days, or as soon after that as is reasonable possible. A Claim Form will be sent to you, which you must be complete (and the attending Physician in the case of a Medical or Dental Expense)

### **Baggage and Personal Effects:**

**Your Duties in the Event of a Loss. In case of loss, theft or damage to Baggage and Personal Effects, you should:**

1. take reasonable steps to protect your Baggage from further damage, and make necessary, reasonable and temporary repairs. We will reimburse you for these expenses. We will not pay for further damage if you fail to protect your Baggage.
2. immediately report the incident to the Club Med Village Gestionnaire, transportation official, local police or other local authorities and obtain their written report of your loss; and
3. give notice of the claim as soon as possible to CSA Travel Protection; and
4. furnish such information and evidence, documentary or otherwise, in substantiation of any claim, as the Company may reasonably require; and

**Your duties in the event of a Medical or Dental Expense:** 1) You must provide us with all bills and reports for medical and/or dental expenses claimed. 2) You must provide any requested information, including but not limited to, an explanation of benefits from any other applicable insurance. 3) You must sign a patient authorization to release any information required by us, to investigate your claim.

**Notice of Claim** We must be given written notice of claim within 30 days after a covered loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. Notice may be given to us or to our authorized agent. Notice should include the claimant's name and enough information to identify him or her.

### **To Obtain a Claim Form, Call or Write:**

**CSA Travel Protection; P. O. Box 939057 San Diego, CA 92193-9057 Phone: 1.800.541.3522**

## CLAIMS PROVISIONS

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

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

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

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

## GENERAL PROVISIONS

**Arbitration** If we and you disagree on the amount of loss either may make written demand for arbitration. In this event, each party will select a competent and impartial arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will 1) pay the expense if incurred and 2) bear the expenses of the third arbitrator equally. A decision agreed to by two arbitrators will be binding.

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

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

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

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

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

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

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

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

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

#### **CONCEALMENT OR FRAUD**

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

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

insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**NOTICE TO FLORIDA RESIDENTS (TAHC5000AC.FL)**

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

Please direct all inquiries or to obtain information about this coverage and to provide assistance in resolving complaints to CSA Travel Protection at 1.877.519.3007.

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

**NOTICE TO MARYLAND RESIDENTS (TAHC5000AS.MD)**

The **CLAIMS PROVISION, LEGAL ACTIONS** section, is deleted in its entirety and replaced with the following: **LEGAL ACTIONS** No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years after the written Proof of Loss is required to be furnished.

**NOTICE TO MISSISSIPPI RESIDENTS (TAHC5000AS.MS)**

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

**OUR RIGHT TO RECOVER FROM OTHERS**

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

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

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

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

**ARBITRATION AGREEMENT (TAHC5001AS.MS)**

This Arbitration Agreement requires both You and Us (the "Parties" to this Policy) to resolve by arbitration, and not in a court of law, any and all disputes, benefit claims, or disagreements that remain unresolved following negotiation.

The Parties shall negotiate in good faith to resolve disputes of any kind concerning or relating to this Policy. Dispute subject to this Arbitration Agreement include, but are not limited to, the following areas:

- Interpretation of this Policy;
- Benefit payments;
- Ownership;
- Beneficiary Designation;
- Assignment;
- Replacement;

- Conversion;
- Reinstatement;
- Premium payments;
- Sales representations or sales presentations;
- The taking of the application;
- Information contained in the application;
- Agent conduct;
- Any claim alleging fraud, misrepresentation, deceit, suppression of any material fact or how the Policy was sold; or
- Any other matter arising out of or relating in any way to this Policy or your relationship with the company, its agents, servants, employees, officers, directors or affiliate companies.

The parties shall have sixty (60) days from the first day the dispute is communicated by one party to the other to resolve the dispute. If the dispute concerns a benefit claim, the sixty (60) day time period begins on the date we receive due Proof of Loss and sufficient information to make a claim decision. If the parties do not resolve the dispute within sixty (60) days, the unresolved dispute shall be submitted to binding arbitration upon written notice by either party to the other.

Arbitration shall commence within sixty (60) days after giving written notice of election to arbitrate a dispute. Arbitration proceedings shall be conducted in your county of residence, unless another location is mutually agreed upon by both parties. The Arbitration proceeding shall be governed by the Federal Arbitration Act and The Arbitration Rules of the American Arbitration Association. Upon your request, we will provide to you, at no charge, a copy of the rules of The American Arbitration Association that will govern any Arbitration proceeding hereunder. We shall pay the cost of all Arbitration proceedings, except for the cost of your representation, experts, witness fees, and expenses. However, the arbitrator shall have the authority to order a party to pay the cost of all Arbitration proceedings, including the other party's cost of representation, experts, witness fees, and expenses, based upon applicable law. If a party is entitled to and makes a request for a panel of three (3) arbitrators, that party shall by all fees for the two (2) additional arbitrators.

The award entered by the arbitrator shall be binding against the parties and enforceable in any court having jurisdiction, but shall not otherwise be subject to judicial review, except in those circumstances set forth in the Federal Arbitration Act.

Your written notice of election to submit a dispute to arbitration should be sent to us at the following address:

**STONEBRIDGE CASUALTY INSURANCE COMPANY**  
 ARBITRATION NOTICE  
 ADMINISTRATIVE OFFICE  
 520 PARK AVENUE  
 BALTIMORE, MD 21201

Should you need additional information regarding this Arbitration Agreement, you may contact us:  
 Toll free at: 1.877.519.3007.

All other Policy Provisions remain unchanged.

**ARBITRATION NOTICE (TAHC5002.AS.MS)**  
 Important notice about your insurance coverage.  
 This document affects your legal rights.

**READ THE FOLLOWING INFORMATION CAREFULLY.**

1. The group or blanket policy under which you are covered includes a binding Arbitration Agreement.
2. The Arbitration Agreement requires that any dispute related to your insurance coverage must be resolved by arbitration and not in a court of law.
3. The results of the arbitration are final and binding on you and the insurance company.

4. In arbitration, one or arbitrators, who are independent, neutral decision maker, render a decision after hearing the positions of the parties.
5. When you become a certificate holder under this insurance Policy, you must resolve any dispute related to the Policy by binding arbitration instead of a trial in court, including a trial by jury.
6. Binding arbitration generally takes the place of resolving disputes by a judge and jury.
7. Should you need additional information regarding the binding Arbitration Provision in the Policy, you may contact our toll free assistance line at 1.877.519.3007.

**NOTICE TO MONTANA RESIDENTS (TAHC5000AS.MT)**

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

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

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

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

**NOTICE TO NORTH CAROLINA RESIDENTS (TAHC5000AS.NC)**

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

**This Policy contains a Pre-Existing Condition Exclusion.**

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

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

**EXCESS INSURANCE**

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

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

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

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

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

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

**NOTICE TO OKLAHOMA RESIDENTS (TAHC5000AM.OK)**

Under **GENERAL PROVISIONS**, the Arbitration provision is deleted entirely.

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

**NOTICE TO RHODE ISLAND RESIDENTS (TAHC5000AS.RI)**

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

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

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

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

**NOTICE TO SOUTH DAKOTA RESIDENTS (TAHC5000AS.SD)**

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

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

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

**ARBITRATION** section is deleted in its entirety and replaced with the following:

**ARBITRATION** If we and the Insured disagree on the amount of loss, both parties must mutually agree to the Arbitration, and each party will select a competent and impartial arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will 1) pay the expense if incurred; and 2) bear the expenses of the third arbitrator equally. A decision agreed to by two arbitrators cannot be binding on either party.

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

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

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

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

**NOTICE TO WISCONSIN RESIDENTS (TAHC5000AS.WI)**

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

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



## PART 2

# 24 Hour Travel Emergency Assistance



Assistance is assumed by EUROPE ASSISTANCE and not by Club Med®. Any enrolment in Club Med®, directly or through a travel agent makes the G.M® eligible for EUROPE ASSISTANCE services that cover personal medical assistance during his stay or his trip. The rights and obligations stipulated in the policy are explained in the following pages.

### 1. Definitions

#### 1.1. Beneficiary

Any person travelling within a trip or stay with CLUB MEDITERRANEE is considered as Beneficiary.

#### 1.2. Country of origin

The country where you reside shall be deemed your country of origin.

### 2. Rules to be followed in case of Assistance

To enable EUROPE ASSISTANCE to act, it is necessary:

- To contact EUROPE ASSISTANCE immediately
  - > Telephone: +33 1 41 85 84 86
  - > Fax: +33 1 41 85 85 71
- To obtain EUROPE ASSISTANCE prior consent before taking any initiative or incurring any expenses.
- To comply with the solutions recommended by EUROPE ASSISTANCE.

### 3. Geographic Coverage

This assistance agreement ("Agreement") covers G.Ms®, hereinafter called "Beneficiaries," worldwide.

### 4. Term of Coverage

Personal assistance services take effect on the starting date of the stay or the trip and expire on the planned return date, with a maximum term of three months.

Travel advice services take effect on the day the Contract is purchased so that Beneficiaries can use them before the start date of their stay or trip.

The validity of this Agreement is subject to the validity of the memorandum of agreement signed by EUROPE ASSISTANCE and Club Méditerranée.

If this memorandum of agreement is terminated, this Agreement will be cancelled automatically.

### 5. Tickets

When transportation is organized and paid for pursuant to the provisions of this Agreement, the Beneficiary agrees to reserve the right for EUROPE ASSISTANCE to use tickets it holds. Likewise, the Beneficiary agrees to reimburse EUROPE ASSISTANCE any amounts he may receive as reimbursement from the organization issuing this ticket.

### 6. Assistance Services

#### 6.1. Personal Assistance

##### 6.1.1. Transportation

If a Beneficiary is sick or injured while traveling in one of the countries covered by this Assistance Agreement: the EUROPE ASSISTANCE doctors contact the local doctor who treated the Beneficiary as a result of the illness or the accident.

The EUROPE ASSISTANCE doctors collect all the information necessary for the decision that must be made in the Beneficiary's medical interest from the local doctor and potentially from the Beneficiary's regular doctor.

The information collected allows EUROP ASSISTANCE, following the decision made by its EUROP ASSISTANCE doctors, to initiate and organize, based solely on medical requirements, either the Beneficiary's return to his home or his transportation, if necessary, under medical supervision, to an appropriate hospital service close to his home by ambulance, sleeper car, first class train (couchette or seat), commercial airline or ambulance plane.

In certain cases, the Beneficiary's safety may require initial transport to a local clinic before considering a return to a facility close to his home.

Our Medical Service can reserve a place in the department where hospitalization has been planned. Only the Beneficiary's medical interest and compliance with the health rules in force are taken into consideration in making the transportation decision, the choice of the means used for this transportation and the choice of a potential hospitalization site.

The information from the local doctors or from the Beneficiary's regular doctor, which may be essential, helps EUROP ASSISTANCE make the most advisable decision. In this regard, it is expressly agreed that the final decision implemented in the medical interest of the Beneficiary is, as a last resort, up to the EUROP ASSISTANCE doctors, in order to avoid any medical authority conflicts. Furthermore, if the Beneficiary refuses to follow the decision considered to be the most advisable by the EUROP ASSISTANCE doctors, he expressly releases EUROP ASSISTANCE from all liability, particularly in case of return by his own means or in case of any aggravation of his condition.

#### **6.1.2. Return of the Family**

If a Beneficiary is repatriated, EUROP ASSISTANCE organizes and pays for the return of one member (major person) of his immediate family (spouse, partner, child, father, mother, brother or sister) and/or minor children travelling with him by train (first class) or commercial airline (economy class) if no one remaining behind can take care of them.

#### **6.1.3. Hospitalization**

If a Beneficiary is hospitalized and his condition makes it impossible to consider transporting him for 7 days, EUROP ASSISTANCE organizes and pays the roundtrip fare for one of his immediate family members from the Beneficiary's country of origin to the Beneficiary's bedside by train (first class) or by commercial airline (economy class). EUROP ASSISTANCE also assumes the hotel costs (room and breakfast) up to 80 Euros, all taxes included, per day for a maximum of 10 nights. Meal expenses will not be paid.

#### **6.1.4. Expenses Related to an Extended Hotel Stay**

If a Beneficiary's condition does not justify his transport as defined in article 6.1.1 "Transportation," and does not allow him to make the return trip home on the date initially planned, EUROP ASSISTANCE participates in the expenses resulting from the extended hotel stay for the Beneficiary and the members of his immediate family (spouse, partner, children, father, mother, brother or sister) or a maximum of two companions who are also beneficiaries, up to 80 Euros per person and per day, all taxes included, capped at 150 Euros, all taxes included, per day and per event for a maximum of 10 days. This service cannot be cumulated with the "Hospitalization" service.

#### **6.1.5. Accompaniment of Children**

A Beneficiary is ill or injured during travel in one of the countries covered by this Agreement, and his condition does not allow him to take care of children under the age of 15 traveling with him: EUROP ASSISTANCE organizes and pays for the round-trip fare, from his country of origin, by train (first class) or plane (economy class) for a person of his choice or one of its attendants to accompany the children to their home by train (first class) or plane (economy class). The children's tickets will be paid for by their family.

#### **6.1.6. Medical Expenses**

A Beneficiary is ill or injured during travel outside his country of origin, in one of the countries covered by this Agreement: EUROP ASSISTANCE will reimburse him, up to a maximum of 75,000 Euros, all taxes included, for the medical expenses incurred abroad and for which he remains responsible following reimbursement by Social Security, insurance and/or any other coverage agency. A 50-euro inclusive deductible per Beneficiary and per event is applied in all cases. Dental care is reimbursed under the same conditions with a cap of 100 Euros, all taxes included. The Beneficiary or his legal successors

agree, for this purpose, to take all steps necessary to recover these costs from the agencies concerned as soon as they return to their country of origin.

EUROP ASSISTANCE will proceed with the reimbursement as defined above, provided that the Beneficiary or his legal successor provides it with the following documents:

- > The original statements from the social agencies and/or coverage agencies providing proof of the reimbursements obtained;
- > Photocopies of medical bills providing proof of the expenses incurred.

Nature of the Medical Expenses Giving Entitlement to Supplemental Reimbursement:

- > Medical fees;
- > Costs of drugs prescribed by a doctor;
- > Costs of an ambulance ordered by a doctor for a local trip;
- > Costs of hospitalization as long as the Beneficiary is deemed unfit for transport by decision of the EUROP ASSISTANCE doctors made after collecting information from the local doctor. The additional reimbursement of these hospitalization expenses ceases as of the date EUROP ASSISTANCE is capable of carrying out the transport;
- > Dental emergency.

#### **6.1.7. Advance on hospitalization expenses**

A Beneficiary is ill or injured while travelling outside his country of origin, in one of the countries covered by this Agreement: as long as he is hospitalized, EUROP ASSISTANCE may advance hospitalization expenses up to a maximum amount of 75,000 Euros, all taxes included, subject to the following cumulative conditions:

- > for care prescribed in agreement with the EUROP ASSISTANCE doctors;
- > as long as the Beneficiary is deemed unfit for transport by decision of the EUROP ASSISTANCE doctors made after collecting information from the local doctor.
- > No advance is granted as of the date on which EUROP ASSISTANCE is capable of carrying out the transport.

The Beneficiary agrees, in all cases, to repay this advance to EUROP ASSISTANCE within 30 days following receipt of our bill. This obligation applies even if the Beneficiary has begun the reimbursement procedures cited in 6.1.6.

Of course, as soon as these procedures have been completed, EUROP ASSISTANCE assumes the difference between the amount of the advance that the Beneficiary repaid to EUROP ASSISTANCE and the amounts collected from social agencies and/or coverage agencies, in accordance with the conditions and in the amounts set forth in 6.1.6. and provided that the Beneficiary or his legal successors provide EUROP ASSISTANCE with the documents set forth in 6.1.6.

#### **6.1.8. Transport in the event of death**

A Beneficiary dies while traveling in one of the countries covered by this Agreement:

EUROP ASSISTANCE organizes and assumes the cost of transporting the deceased to the funeral site in his country of origin.

EUROP ASSISTANCE also assumes all the expenses necessitated by preparation and arrangements specific to the transport.

Furthermore, EUROP ASSISTANCE participates in the cost of the coffin in the maximum inclusive amount of 450 Euros.

The other expenses (particularly for the ceremony, local funeral procession, burial) are the financial responsibility of the family.

#### **6.1.9. Taxi Expenses**

EUROP ASSISTANCE will participate up to a maximum inclusive amount of 45 Euros, in the taxi expenses incurred for transporting the Beneficiaries to the train station, the airport or to the site where they must go to have access to the assistance services described above.

EUROP ASSISTANCE assumes this share of the expense on the sole condition that the service is organized by it.

### **6.1.10. Dispatch of Medicines**

A Beneficiary cannot procure the drugs essential for continuing a treatment in progress on site. EUROP ASSISTANCE finds and sends these drugs to his vacation location, subject to the local and French legal constraints.

EUROP ASSISTANCE pays the shipping costs. The other costs (purchase cost of the drugs, customs charges, etc.) are payable by the Beneficiary.

### **6.1.11. Bail and Attorneys Fees**

While traveling outside his country of origin in one of the countries covered by this Agreement, a Beneficiary is subject to legal prosecution following a traffic accident, excluding all other causes: EUROP ASSISTANCE may advance bail money in the maximum inclusive amount of 15,000 Euros, as well as attorney's fees in the maximum inclusive amount of 3,000 Euros.

The Beneficiary agrees to repay these advances to EUROP ASSISTANCE within 3 months of the date of the advance, or, for the bail bond, as soon as this bond has been returned to beneficiary by the authorities, if this occurs before the end of this period. The right to bill the Beneficiary for the entire cost of the services is reserved.

## **6.2. Travel advice/Message service**

### **6.2.1. Travel Information**

With a simple phone call to the following number: +33 1 41 85 84 86, EUROP ASSISTANCE puts the Beneficiary in contact with a person qualified to answer all his questions concerning the regulatory and practical aspects of his trip:

- > Medical precautions to take before beginning the journey (vaccines, medicines, etc.);
- > Travel conditions (possibility of transport, etc.);
- > Local living conditions (temperature, climate, food, etc.).

The Travel Advice Team can be reached (from 9 a.m. to 6 p.m. C.E.T.) every day except Sundays and holidays.

### **6.2.2. Transmission of Urgent Messages**

If, while traveling, a Beneficiary finds it impossible to contract a person, EUROP ASSISTANCE transmits, at the time and on the date chosen by the Beneficiary, the message previously left by telephone at the following number +33 1 41 85 81 13. The Beneficiary may also use this number to leave a message for a person of his choice who can get this message with a simple call.

## **7. Exclusions**

EUROP ASSISTANCE CANNOT IN ANY CASE SUBSTITUTE FOR THE LOCAL EMERGENCY ASSISTANCE AGENCIES.

The following are excluded:

- > Costs incurred without the agreement of EUROP ASSISTANCE or not expressly set forth in this Agreement;
- > Costs not justified by original documents;
- > Claims occurring in countries excluded from the coverage or outside the contract validity dates;
- > pre-existing diagnosed and/or treated illnesses or injuries that required hospitalization during the six months preceding the request for assistance;
- > The organization and management cited in 6.1.1. for minor ailments that can be treated on site and that do not prevent the Beneficiary from continuing his trip or his stay;
- > The consequences of using medications, drugs, narcotics and like products not medically prescribed, the excessive consumption of alcohol and attempted suicide;
- > The effects of intentional acts on the part of the beneficiary and the effects of fraudulent acts;
- > Incidents tied to pregnancy whose risk was known before departure and in all cases, incidents due to pregnancy as of the 8th month;
- > Medical expenses incurred in the Beneficiary's country of origin;
- > Optical expenses (glasses or contact lenses, for example);
- > Vaccines and vaccination costs;
- > Expenses for searches for persons in the mountains, at sea or in the desert;
- > The costs of fuel and tolls;
- > Customs duties;
- > NBC (nuclear, biological and chemical) risks;

The following may not result in intervention:

- > Situations involving infectious risks in an epidemic requiring quarantine or preventive measures or specific surveillance by the local or national health authorities in the country of origin;
- > Pathological conditions arising from an infection and contagious illness or from exposure to biological infecting agents, an explosion of chemical substances such as combat gas, incapacitators, neurotoxins, or persistent toxic effects or from contamination by radio-nucleids following an accident or deliberate (terrorism) act.

#### **8. Case of Exemption of Liability due to Force Majeure**

EUROP ASSISTANCE cannot be held liable for failure to perform services resulting from cases of force majeure or events such as civil or foreign wars, well known political instability, popular uprisings, riots, terrorist acts, reprisals, restriction to the free movement of people and goods, strikes, explosions, natural disasters, nuclear explosion, or delays in performing the services as a result of the same causes.

#### **9. Subrogation**

After incurring expenses within the framework of our assistance guarantees, we have full rights of subrogation.

Our subrogation is limited to the amount of payments under the policy.

#### **10. Limitation**

Any action regarding this policy has a term of limitation of two years effective from the insured occurrence.

