

# TRAVEL PROTECTION PLAN

DESCRIPTION OF COVERAGE

*keep  
traveling*

**Rental Car Damage Travel Protection Plan**  
**Description of Coverage**  
**723ZR-0921 | 09.21**

## CONTACT INFORMATION AND IMPORTANT NOTES

### QUESTIONS PRIOR TO YOUR TRIP DEPARTURE?

Cover-More

844.246.8470

8:00am – 7:00pm CT, M-F

[customercare@covermore.us](mailto:customercare@covermore.us)

Reference Plan Number 723ZR-0921

### NEED ASSISTANCE WHILE TRAVELING?

Zurich Travel Assist

888.222.1382 (*within USA & Canada*)

416. 260.4501 (*outside USA & Canada*)

[assistance@zurichtravelassist.com](mailto:assistance@zurichtravelassist.com)

24 Hours a Day, 7 Days a Week

### EXPERIENCED A LOSS AND NEED TO FILE A CLAIM?

Zurich Travel Claims Administration

Start Here - File a Claim Online at [covermore.com](https://covermore.com)

888.222.1382

8:30am – 8:00pm ET, M-F

[support@zurichtravelclaims.com](mailto:support@zurichtravelclaims.com)

### IMPORTANT NOTES

**Who is Eligible:** A person who has arranged to take a trip and pays the required plan cost and has a primary residence in the United States of America

This is a brief Description of Coverage, which outlines benefits and amounts of coverage available to you. To view your state-filed policy, please click [here](#), and select your state of residence.

**Description of Coverage**  
**Costco Car Rental Damage Plan 723ZR-0921**



**ZURICH AMERICAN INSURANCE COMPANY**  
1299 Zurich Way  
Schaumburg, Illinois 60196

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## TWENTY-ONE DAY<sup>1</sup> FREE LOOK PERIOD

The **Insured** has the right to examine coverage upon receipt of his/her plan. If he/she is not satisfied for any reason, he/she may return his/her plan within 21<sup>1</sup> days after receipt to **Us, Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this plan, the plan and the **Insured's** coverage under this plan will be voided from the outset of coverage and premium will be refunded accordingly.

THIS **INSURANCE PROVIDES** SHORT-TERM TRAVEL RELATED BENEFITS FOR TRIP AT LEAST 100 MILES FROM HOME AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE SCHEDULE FOR WHICH A PREMIUM WAS PAID.

THIS PLAN CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE DOWNLOAD YOUR STATE-SPECIFIC POLICY AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

## PLEASE READ THIS DOCUMENT CAREFULLY

Bolded words are **Definitions** and can be found in SECTION V – GENERAL DEFINITIONS.

**Other Covered Events** are defined under the Trip Cancellation and Trip Interruption benefits.

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<sup>1</sup> 30 days in IN, NH and UT  
Costco Car Rental Damage Plan 723ZR-0921



**ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196

## **Description of Coverage**

### **Costco Car Rental Damage Plan**

### **723ZR-0921**

#### **DECLARATION PAGE**

**Policy Number: 8649850**

- Item: 1. Insured: Refer to Confirmation of Coverage
- Item: 2. Additional Travelers Covered or Family Members:  
Refer to Confirmation of Coverage
- Item: 3. Effective Date of Coverage:  
Trip Cancellation: Refer to Effective Date on Confirmation of Coverage  
All Other Benefits: Refer to Departure Date on Confirmation of Coverage
- Item: 4. Trip Departure Date: Refer to Departure Date on Confirmation of Coverage
- Item: 5. Trip Return Date: Refer to Return Date on Confirmation of Coverage. Not to exceed beyond 90 days from Trip Departure Date

This is intended as a general description of certain types of insurance and services available to qualified customers through the companies of Zurich in North America, provided solely for informational purposes. Nothing herein should be construed as a solicitation, offer, advice, recommendation, or any other service with regard to any type of insurance product underwritten by individual member companies of Zurich in North America, including Zurich American Insurance Company (NAIC # 16535), 1299 Zurich Way, Schaumburg, IL 60196. Your policy is the contract that specifically and fully describes your coverage, terms and conditions. The description of the policy provisions gives a broad overview of coverages and does not revise or amend the policy. Coverages and rates are subject to individual insured meeting our underwriting qualifications and product availability in applicable states. If you have questions about coverage available under our plans, please review the policy or contact our Administrator, Cover-More, Inc. 810 N 96th Street, Suite 300, Omaha, NE 68114. Toll Free 844.246.8470. Email: [customercare@covermore.us](mailto:customercare@covermore.us). Cover-More, Inc. CA Agency license #0N13321.

## SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which a Maximum Covered Amount is shown in the **Schedule**.

Benefits	Maximum Covered Amount per Insured / Deductible per Insured
<b>A. Travel Inconvenience Plan</b>	
1. Post-Departure Trip Interruption Benefit	Up to 100% of <b>Trip Cost</b> to a maximum of \$100
2. Rental Car Damage Benefit	\$50,000
<b>B. Extra Coverage<sup>2</sup></b>	
1. Waiver of the Pre-Existing Condition Exclusion	

## SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. **EFFECTIVE DATE:** No coverage for an **Insured** under this plan is in effect until:
- 12:01 A.M. Standard Time on the **Scheduled Date of Departure**.
- B. **INDIVIDUAL BENEFIT EFFECTIVE DATES:** Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.
- C. **TERMINATION DATE:** An **Insured's** coverage automatically terminates on the earlier of:
- the completion date of the **Covered Trip**;
  - the **Scheduled Date of Return**;
  - the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
  - cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

- D. **EXTENSION OF COVERAGE:** All coverage under this plan will be extended if:
- the **Insured's** entire **Covered Trip** is covered by this plan; and
  - the **Insured's** return is delayed is delayed due to **Other Covered Events**.

This extension of coverage will terminate the earlier of:

- the date the **Insured** reaches his/her originally scheduled return **Destination**; or
- seven days after the **Scheduled Date of Return**.

In no event will coverage be extended due to voluntary reasons without prior consent from the **Administrator**.  
Termination will not negate a claim already pending.

## SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Application** and for which

<sup>2</sup> Exclusions on pre-existing conditions not applicable to NH residents  
Costco Car Rental Damage Plan 723ZR-0921

a Maximum Covered Amount is shown in the **Schedule**.

## A. TRAVEL INCONVENIENCE PLAN

### 1. POST-DEPARTURE TRIP INTERRUPTION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

**We** will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post-Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if:

- a. the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured's**, the **Insured's Family Member's**, **Traveling Companion's**, or **Business Partner's Sickness**, **Covered Injury**, or death; or
- a. the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, the **Insured's Family Member**, **Traveling Companion**, or **Business Partner**.

**We** will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness**, **Covered Injury**, death, or **Other Covered Event** commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination and or treatment by a **Physician**, in person, at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member** or **Business Partner**, be life threatening, or so severe as to require the **Insured's** care.

**We** will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, due to the **Insured's**, or the **Insured's Family Member's**, **Traveling Companion's**, or **Business Partner's Sickness**, or **Covered Injury**, or death; less any refund paid or payable, for unused travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**).

**We** will reimburse a Post-Departure Trip Interruption Benefit, due to one of the **Other Covered Events**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, if: (i) the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure**; or (ii) the **Insured** is unable to continue on his/her **Covered Trip** after the he/she has departed on his/her **Covered Trip**.

**Other Covered Event** means an unforeseeable event or its consequences that:

- (i) is outside of the **Insured's** control and outside of the control of the **Insured's Family Member** traveling with the **Insured**, **Traveling Companion**, or **Business Partner**;
- (ii) prevents the **Insured** or the **Insured's Family Member** traveling with the **Insured**, **Traveling Companion**, or **Business Partner** from traveling on or continuing his/her **Covered Trip**; and
- (iii) occurs while coverage is in effect under this plan, and includes only the following unforeseeable events or their consequences that occur to the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** or **Business Partner**:
  - a. subject to a maximum of \$100 and only with respect to the Post-Departure Trip Interruption Benefit, **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate;



- b. subject to a maximum of \$100 and only with respect to the Post-Departure Trip Interruption Benefit, arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; or organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate;
- c. arrangements canceled by an airline, cruise line, rental car company, hotel, condominium, or motor coach company resulting from **Financial Insolvency** provided that:
  - (1) the **Insured's** premium for this coverage was received within 21 days of the initial deposit/payment; and
  - (2) the travel supplier was approved for this coverage on the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Refer to the **Administrator** for a current list of covered travel suppliers;
- d. being directly involved in a documented traffic accident while en route to the **Insured's Destination**;
- e. being hijacked, kidnapped or **Quarantined**;
- f. being required to serve on a jury or required by a court order to appear as a witness in a legal action, provided the **Insured**, or the **Insured's Family Member** traveling with the **Insured** or **Traveling Companion** or **Business Partner** is not: (i) a plaintiff or defendant in the legal action, or (ii) appearing as a law enforcement officer or attorney;
- g. the **Insured's Home** is made **Uninhabitable** or **Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster;
- h. **Insured's Accommodation** at **Destination** made **Uninhabitable** or **Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster so as to prevent the **Insured** from reaching his/her **Destination** or continuing on his/her **Covered Trip**.

To interrupt the **Insured's Covered Trip**:

- (1) the **Accommodation** must be **Uninhabitable** or **Inaccessible** for a minimum of 24 hours; and
- (2) the **Insured** must have seven days or 75% or less remaining on his/her **Covered Trip** at the time and date the **Accommodation** first becomes **Uninhabitable** or **Inaccessible**;
- i. the **Insured's**, or the **Insured's Traveling Companion's** or traveling **Family Member's** approved, written military leave is involuntarily revoked as a result of being temporarily or permanently reassigned, being called to active military reserve, or an extension of deployment beyond a defined tour of duty. All leave must be approved prior to the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Full or partial mobilization or mass reassignment of Armed Forces, invocation of the War Powers Act, base or unit mobilization is not covered;
- j. the **Insured** is permanently transferred by their employer to a location of 100 miles or more from current place of permanent residence;
- k. the **Insured's** involuntary termination of employment or layoff. The **Insured** must have been continuously employed with the same employer for one year prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors, or self-employed persons;
- l. severe weather conditions that causes interruption of other essential public service(s) (i.e. water, electric, sewage, gas, and roads) for more than 24 hours and up to 15 days, that restricts and prevents the **Insured** from reaching his/her **Destination** when traveling by any type of conveyance;
- m. the **Insured** becomes pregnant after the effective date of applicable coverage under this **Policy**;



- n. being required by a court-issued notice to attend legal proceedings relative to a legal separation or divorce, provided the **Insured**, the **Family Member** traveling with the **Insured** or **Traveling Companion** or **Business Partner** is not: appearing as a law enforcement officer or attorney;
- o. the **Insured** or a **Traveling Companion** becomes legally separated or divorced after the effective date of the **Trip Cancellation** coverage and before the **Scheduled Date of Departure**. Cancellation must occur within 21 days of the legal separation or divorce. This coverage only applies if insurance was purchased within 21 days from initial trip deposit for the **Covered Trip**.

## 2. RENTAL CAR DAMAGE BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Rental Car Damage Benefit:

- i. will take effect when the **Insured** signs the rental car agreement and takes possession of the private passenger car and
- ii. will terminate when the private passenger car is returned on, or before, the return date in the rental car agreement; or at 11:59 p.m. Standard Time on the return date in the rental car agreement, if the private passenger car is not returned as specified in the rental car agreement and the rental period has not been extended by the **Insured**.

If the **Insured** rents a private passenger car that is not an **Exotic Vehicle** and is not a vehicle with an original manufacturer's suggested retail price greater than \$75,000 while on his/her **Covered Trip**, and that car is damaged due to accidental collision, theft, vandalism, windstorm, fire, hail, flood, any cause not in the **Insured's** control while in the **Insured's** possession, or that car is stolen while in the **Insured's** possession and not recovered, **We** will pay reimburse the **Insured** a Rental Car Damage Benefit, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**, in excess of the **Deductible**, for the lesser of:

- a. the cost of repairs and rental charges imposed by the rental company while the car is being repaired; or
- b. the **Actual Cash Value** of the car, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

Coverage is provided to the **Insured**, and the **Insured's Traveling Companion**, as long as he/she is a licensed driver, is listed on the rental agreement, and is legally and financially responsible for the damages. This coverage is primary to other forms of insurance or indemnity.

### The Insured's duties in the event of rental car damage:

The **Insured** must:

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

## B. EXTRA COVERAGE

### 1. WAIVER OF THE PRE-EXISTING CONDITION EXCLUSION

The **Pre-Existing Condition** Exclusions for Emergency Medical Expense Benefit, Emergency Dental Expense Benefit, Emergency Evacuation and Repatriation Benefit, Pre-Departure Trip Cancellation Benefit,

and Post-Departure Trip Interruption Benefit, and Travel Delay Benefit, if included in this **Policy**, are waived provided the **Insured** meets the following requirements:

- a. the **Insured's** premium for this coverage is received within 21 days of his/her initial **Covered Trip** payment;
- b. the **Insured** is not disabled from travel at the time he/she pays his/her premium;

## SECTION IV – GENERAL DEFINITIONS

Bold terms within this plan, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

**Accident or Accidental** means a sudden, unexpected, and unforeseen event that occurs while this **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

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

**Actual Cash Value** means the lesser of an item's original purchase price less depreciation or the replacement cost of such item or an item of similar characteristic and quality.

**Administrator** means Cover-More, Inc.

**Application** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under this **Policy** for a prospective **Insured**.

**Assistance Provider** means Zurich Travel Assist or the travel assistance provider approved or designated by **Us**.

**Business Partner** means a person who: (i) is involved with the **Insured** or the **Insured's Traveling Companion** in a business relationship, and (ii) is actively involved in the daily operation of the **Insured's** or the **Insured's Traveling Companion's** business.

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

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

**Covered Accident** means an **Accident** that results in a **Covered Loss**.

**Covered Injury** means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

**Covered Loss** means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**.

**Covered Trip** means:

- a. means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure**.

**Destination** means any place where the **Insured** expects to travel to on his/her **Covered Trip** as shown on the travel documents.

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the law of the state of residence or who meets the following requirements:

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

To be active, the **Insured** will not have completed a Termination of **Domestic Partner** status form with respect to the **Domestic Partner**.

**Epidemic** means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The United States Centers for Disease Control and Prevention (CDC).

**Exotic Vehicle** means antique vehicles that are over 20 years old or vehicles that have not been manufactured for 10 or more years.

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse, ex-Spouse, Fiancé, Fiancé's child, child, Spouse's child, Caregiver, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, Domestic Partner, foster child, or ward.**

**Fiancé** means a person who has documented proof indicating the intent to enter into a legal marriage with the **Insured** at the time of the effective date of the applicable coverage under this **Policy**.

**Financial Insolvency** means total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following 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 travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**Foreign National** means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

**Home** means the **Insured's Primary** or secondary **Residence**.

**Hospital** means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

**Hospital** does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

**Hospitalized or Hospitalization** means admitted to a **Hospital**.

**Inaccessible** means an **Insured** cannot reach his/her **Destination** by original mode of transportation.

**Injured, Injury or Injuries** means a bodily injury or injuries and is not limited to accidental bodily injuries.

**Insured** means any person who is covered under this **Policy**, and who has arranged to take a **Covered Trip**, and who has completed and submitted the **Application** and who has paid the required premium, and who is a citizen or resident of the United States of America.

**Natural Disaster** means flood, hurricane, tornado, earthquake, volcano, wildfires, or blizzard that renders the **Insured's Common Carrier** unable to provide a travel service due to a shutdown of all local airports for a duration of greater than 6 hours.

**Normal Pregnancy** means a pregnancy that is not considered a **Complication of Pregnancy**.

**Pandemic** means an **Epidemic** over a wide geographic area that affects a large portion of the population.

**Parachuting** means an activity involving the breaking of a free fall from an airplane using a parachute.

**Payments and Deposits** mean the prepaid non-refundable amounts actually paid to the **Travel Supplier** for the **Insured's Covered Trip**. **Payments and Deposits** also mean forfeited, prepaid, non-refundable, non-refunded, and published airfare, **Cruise**, hotel, land and sea excursions not made directly with the **Travel Supplier** provided the appropriate **Trip Cost** has been insured and plan cost has been paid; the amount paid by the **Insured** for the **Covered Trip** that may be done by cash, check, credit card, prepaid vouchers or similar form of payment. The amount includes incurred change fees and administrative fees. **Payments and Deposits** or portions of **Payments and Deposits** satisfied by non-paid vouchers, non-paid certificates or discounts are not considered **Payments and Deposits** under this **Policy**. Payments for cultural, religious, wedding, business and trade event planning and or services are not **Payments and Deposits**.

**Physician** means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

**Policy** means this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

**Pre-Existing Condition** means a sickness, disease, or other condition during the 60 day<sup>3</sup> period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

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

Item b. of this definition does not apply to a condition that 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 30 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

**Primary Residence** means an **Insured's** fixed, permanent and main home for legal and tax purposes.

**Quarantine** means the **Insured** is specifically required and named in an order to medically isolate by a recognized government authority, the government's authorized deputies, or **Physician** due to the **Insured** either having, or being

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<sup>3</sup> FL, ID: 30 days prior to date premium received CT, MN: 90 days prior to date premium received IN: 90 days prior to effective date IL: 6 months prior to covered loss MT: 6 months prior to enrollment date NH: pre-existing conditions exclusions not applicable

suspected of having a contagious disease, infection or contamination. An embargo preventing the **Insured** from entering a country is not a **Quarantine**.

**Reservation** means the combination of all members of a group of travelers who have booked one single travel arrangement contract with a **Travel Supplier**.

**Schedule** means the schedule in SECTION I – SCHEDULE OF BENEFITS.

**Scheduled Date of Departure** means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

**Scheduled Date of Return** means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

**Sickness** or **Sick** means a sickness, illness or disease, that impairs the normal functions of the body and that requires examination and treatment by a **Physician**.

**Spouse** means the **Insured's** legally married spouse.

**Strike** means a stoppage of work that: (i) is an unannounced labor disagreement, and (ii) interferes with the normal departure and arrival of a **Common Carrier**.

**Travel Supplier** means the tour operator, hotel, rental company, cruise line or airline, and similar companies that provides prepaid travel arrangements for the **Insured's Covered Trip**.

**Traveling Companion** means a person accompanying the **Insured** on the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

**Trip Cost** means the dollar amount of **Covered Trip Payments and Deposits** paid by the **Insured** prior the **Schedule Date of Departure** and shown on any required **Application**, that is subject to cancellation penalties or restrictions. **Trip Cost** also includes the cost of any subsequent arrangement added to the **Insured's Covered Trip**, after application for coverage under this plan, provided the **Insured** amends the **Application** to add such subsequent **Payments and Deposits** and pays any required additional plan cost prior to the **Scheduled Date of Departure**.

**Uninhabitable** means not suitable for human occupancy in accordance with local public health or safety guidelines.

**We, Us, and Our** means Zurich American Insurance Company.

## SECTION V – GENERAL EXCLUSIONS

Notwithstanding any other term, condition or provision under this plan, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under this plan to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

**We** will not pay for any loss under this plan, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Family Member, Traveling Companion, Business Partner** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO). <sup>4</sup>
- b. mental, nervous, or psychological disorders. This exclusion does not apply to the Emergency Medical and Dental Expense Benefit. <sup>5</sup>

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<sup>4</sup> CT: applicable to Insured only

<sup>5</sup> VT, WA: deleted.

- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;<sup>6</sup>
- d. **Normal Pregnancy** including **Hospitalization**, resulting childbirth, and elective abortion.<sup>7</sup>
- e. participation as a professional in athletics while on a **Covered Trip**;<sup>8</sup>
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;<sup>8</sup>
- g. riding or driving in any motor competition;<sup>8</sup>
- h. off-road driving, whether as a driver or as a passenger;<sup>8</sup>
- i. declared or undeclared war, or any act of war;
- j. civil disorder. This exclusion does not apply to the Travel Delay Benefit;<sup>9</sup>
- k. service in the armed forces of any country;
- l. nuclear reaction, radiation or radioactive contamination;<sup>10</sup>
- m. operating or learning to operate any aircraft, as pilot or crew;<sup>8</sup>
- n. mountain climbing, bungee jumping, snow skiing, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports.<sup>8</sup>
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top- rope anchoring equipment and pick-axes.<sup>8</sup>
- p. scuba diving if the depth of the water exceeds 75 feet;<sup>8</sup>
- q. the Insured's commission of or attempt to commit a felony;
- r. elective medical or holistic treatment or procedures;
- s. failure of any tour operator, Common Carrier, other travel supplier, person or agency to provide the bargained-for travel arrangements/services;
- t. **Epidemic or Pandemic**;
- u. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this Policy is not in effect for the Insured;
- v. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under this Policy; or
- w. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

**We** will not pay for any loss under this **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs;
- c. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the on date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. There is no coverage for **Financial Insolvency** due to

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<sup>6</sup> MI, NV, VT, WA: deleted

<sup>7</sup> IN, MT, VT, WA: deleted. KS: deleted except for abortion

<sup>8</sup> IL: deleted

<sup>9</sup> CA: doesn't apply to Rental Car Damage Benefit

<sup>10</sup> CT, IL, VT, WA: deleted

fraud or negligent misrepresentation by the supplier of travel services.

The following additional exclusion applies to the Post-Departure Trip Interruption Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom.

The following additional exclusions apply to the Rental Car Damage Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from:
  - (1) any obligation assumed by the **Insured** under any agreement (except insurance collision deductible); rentals of trucks, campers, trailers, off-road or four wheel drive vehicles, motor bikes, motorcycles, recreational vehicles, or vehicles used for commercial or livery use, **Exotic Vehicles**, or any vehicle with an original manufacturer's suggested retail price greater than \$75,000;
  - (2) any loss that occurs if the **Insured** is in violation of the rental agreement;
  - (3) failure to report the loss to the proper local authorities or the rental car company;
  - (4) damage to any other vehicle, structure or person as a result of a **Covered Loss**;
  - (5) hauling or vehicles used off maintained roadways; or
  - (6) any intentional act by the Insured resulting in damage to the **Insured's** rented vehicle.

## SECTION VI – GENERAL LIMITATIONS

**LIMITATION ON MULTIPLE COVERED POLICIES:** If an **Insured** can recover benefits under more than one travel or accident policy written by **Us**, **We** will pay under only one policy, the plan policy that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

## SECTION VII – PREMIUMS

**PREMIUMS:** Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium will be refunded within 15 days.

## SECTION VIII - HOW TO FILE A CLAIM

- A. **NOTICE:** The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this plan's policy number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-888-222-1382 or [support@zurichtravelclaims.com](mailto:support@zurichtravelclaims.com). The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.  
  
Zurich Travel Claims Administrator  
P.O. Box 1019  
Youngwood, PA 15697  
Telephone: 1-888-222-1382
- B. **CLAIM FORMS:** **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. **PROOF OF COVERED LOSS:** Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the



proof was provided as soon as reasonably possible.

- D. **BENEFIT SPECIFIC DETAILS:** Additional details on benefit-specific requirements are found in Section III – Benefits.

## SECTION IX - PAYMENT OF CLAIMS

- A. **TIME OF PAYMENT:** **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this plan provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

- B. **WHO WE WILL PAY:**

1. **LOSS OF LIFE OF AN INSURED:** **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
2. **ALL OTHER CLAIMS:** Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit and Emergency Evacuation and Repatriation Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to this **Insured** on behalf of the **Foreign National**.

It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. This **Insured** will not be considered the beneficiary under this plan's policy if payment is made to the **Insured** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

## SECTION X - GENERAL CONDITIONS

- A. **BENEFICIARIES:** The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in this plan's policy other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in this plan's policy. In such case, the person to whom he or she has assigned the interest in this plan's policy may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. **CHANGE OR WAIVER:** A change or waiver of any term or condition of this plan's policy must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive this plan's policy provisions, terms or conditions. A failure to exercise any of **Our** rights under this plan's policy will not be deemed as a waiver of such rights in the same or future situations.
- C. **CLERICAL ERROR:** A clerical error or omission will not increase or continue an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.

- D. CONFORMITY WITH STATUTE: Terms of this plan's policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. ENTIRE CONTRACT: This Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. SUIT AGAINST US: No action on this plan's policy may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. PHYSICAL EXAMINATION AND AUTOPSY: **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- H. CHOICE OF SERVICE PROVIDER: The **Insured** has the sole right to choose his/her duly licensed **Physician** and **Hospital**.
- I. ARBITRATION: Any contest to a claim denial under this plan will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if this plan is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- J. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this plan shall be such as the premium paid would have purchased at the correct age.
- K. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- L. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this plan are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under this plan is stated in a currency other than United States dollars, payment under this plan shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- M. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this plan, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.

## **TRAVEL ASSISTANCE SERVICES (Provided by Zurich Travel Assist)**

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll-free number.

**Within USA & Canada: 844.799.0331**

**Outside USA & Canada: 416.977.1803**

**Your Plan Number: 723ZR-0921**

## **MEDICAL SERVICES**

- **Medical Assistance** – Our multi-lingual team operates within a best-practice framework that places your health and wellbeing at the heart of our decision-making. Our care includes 24/7 emergency assistance and medical case management and extends to vaccination support, medical assessments, counselling, and mobile telemedicine. We also provide information on local medical facilities, clinics, and other service providers.
- **Medical Consultation and Monitoring** – If you become seriously ill or injured, we will provide medical monitoring of your condition. All medical cases are reviewed by our medical case management team at inception of the claim. All cases are risk rated for visibility and determine the number of contacts made to the treating physician and to you and your family. Medical monitoring is performed to ensure the appropriate level of care is provided and to determine the next steps within a case (i.e. if repatriation or evacuation is required).
- **Medical Evacuation** – If you require medical attention of an emergency nature that is not available locally and determined to be medically necessary, you may be transported to a qualified facility capable of stabilizing and/or treating your medical needs. Zurich Travel Assist will make arrangements for ground/air transportation and accompanying medical care as needed.
- **Emergency Medical Payments** – In order to avoid out-of-pocket expenses, Zurich Travel Assist will deal directly with the facility to arrange for the bills to be sent to the appropriate insurance carrier. If treatment or discharge is being denied without a deposit, Zurich Travel Assist can arrange for the deposit by debiting a credit card or receiving a bank wire from either the eligible insured person or other party when payability is not yet established.
- **Prescription Assistance** – Zurich Travel Assist will arrange the replacement of medications that are lost, stolen, or spoiled during a Covered Trip, either locally or by special courier
- **Dependent Transportation & Family Visits** – Depending on the coverage provided in the travel plan, Zurich Travel Assist will arrange for the return home and escort expenses of a minor (age 18 or younger) if s/he is left unattended on a Covered Trip due to hospitalization or death of the accompanying adult. If the travel plan provides the coverage, Zurich Travel Assist will arrange transportation for a person the Insured chooses to visit him/her if the Insured is traveling alone and hospitalized 7 days or more.
- **Repatriation of Remains** – If the need arises in the event of death, we liaise with our panel of reputable providers, to arrange transport burial and cremations, or the careful return of mortal remains.

While the assistance company strives to provide help and advice for unfortunate situations encountered by travelers, immediate resolution may not be possible due to the availability and circumstances beyond their control. The assistance company will make every reasonable effort to refer you to an appropriate medical and legal provider. Neither the Company, assistance company nor Cover-More, Inc. may be held responsible for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive medical treatment.