

# INDIVIDUAL TRAVEL INSURANCE POLICY

Worry less and enjoy the journey. Review your coverage and assistance benefits before you leave.

**EMERGENCY ASSISTANCE DURING YOUR TRIP:** 

**1-800-654-1908** (Toll-free, Domestic)

1-804-281-5700 (Collect, International)

POLICY AND CLAIMS SERVICES:

www.agentmaxonline.com/customer 1-800-284-8300 (Toll-free, Domestic)





Allianz Travel branded plans are underwritten by Jefferson Insurance Company. AGA Service Company is the licensed producer and administrator of this plan.

# JEFFERSON INSURANCE COMPANY (A STOCK COMPANY)

# **ABOUT THIS POLICY**

This *policy* is *our* contract with *you*. Please read it carefully. *We* have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. *We* also recognize that insurance can be confusing, so if *you* have any questions, *we* are available 24 hours a day, 365 days a year. Just visit *us* online or give *us* a call. And if *your* travel arrangements change, please be sure to let *us* know so *we* can make any necessary updates to *your policy*.

This *policy* has been issued based on the information *you* provided at the time of purchase. *We* will provide the insurance described in this *policy* in return for payment of the premium and *your* compliance with all provisions of this *policy*. *You* will also notice that some words are italicized. These words are defined in the "Definitions" section. Headings are provided for convenience only and do not affect *your* coverage in any way.

# WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This travel insurance *policy* covers only the specific situations, events, and losses included in this *policy*, and only under the conditions described. For this reason, it is known as a "named perils" policy. Please review this *policy* carefully.

Your policy consists of two parts:

- 1. This *policy* document (including any amendments and endorsements), which describes the coverages and conditions; and
- 2. The Declaration of Coverage ("Declarations"), which provides the particular list of coverages, benefits, and individuals covered under *your policy*.

# NOTF:

• Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this *policy* may be covered.

SIGNED FOR JEFFERSON INSURANCE COMPANY 9950 MAYLAND DRIVE, RICHMOND, VIRGINIA 23233

Mike Nelson, President

Jack Zemp, Secretary

INDIVIDUAL TRAVEL INSURANCE POLICY

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# TRAVEL SERVICES DURING YOUR TRIP

If you need travel or medical assistance during your trip, we are available 24 hours a day. With our global reach and multi-lingual staff, we are here to help you anytime, anywhere.

# To Reach Us:

In the United States, Canada, Puerto Rico and U.S. Virgin Islands: 800.654.1908

All other locations, call: 804.281.5700

We will accept collect calls, or call you back.

# **Flight Assistance**

If you miss your flight or it's delayed or canceled, we can assist you with finding a new flight or alternate transportation.

#### **Accommodation** Assistance

If your trip has been interrupted or delayed, we can assist you in changing your reservation or finding alternate accommodation.

#### **Destination Information**

We can provide you with important information about your destination, such as travel documentation requirements, travel advisories, and vaccine requirements.

#### **Lost Travel Documents Assistance**

If your passport or other travel documents are lost or stolen, we can assist you in getting your documents replaced and can help you change your travel arrangements as required.

# **Emergency Language Translation**

We can assist you with translation services in the event you need help in a foreign country.

# **Emergency Cash Assistance**

If your travel is delayed or interrupted and you need extra money to pay for unexpected expenses, we can assist in arranging the transfer of funds from your family or friends.

# **Emergency Legal Referrals**

We can help you find local legal advice if you need it while you are traveling.

# **Emergency Message Delivery**

We can assist you in getting an urgent message to someone back home.

# Finding a Doctor or Medical Facility

If you need care from a doctor or medical facility while you are traveling, we can assist you in finding one.

# Monitoring Your Care

If you are hospitalized, our medical staff will stay in contact with you and the doctor caring for you. We can also notify your family and your doctor back home of your illness or injury and update them on your status.

# **DEFINITIONS**

Throughout this *policy*, words and any form of the word appearing in italics are defined in this section.

Accident	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.
Accommodation	A hotel or any other kind of lodging for which <i>you</i> make a reservation or where <i>you</i> stay and incur an expense.
Actual cash value	The amount an item is reasonably worth based on its fair market value, age, usage, and condition immediately prior to the loss.
Baggage	Personal property you take with you or acquire on your trip.
Climbing sports	An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.
Cohabitant	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old. <i>You</i> must be able to show evidence that <i>you</i> have lived together for 12 consecutive months.
Covered reasons	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
Criminal act	An act that is criminally unlawful.
Departure date	The originally scheduled date that <i>you</i> have selected to begin travel as shown on <i>your trip</i> itinerary and on <i>your</i> Declarations.
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , a <i>traveling companion</i> , <i>your family member</i> , a <i>traveling companion's family member</i> , or the sick or injured person's <i>family member</i> .
Epidemic	A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or Centers for Disease Control and Prevention (CDC).
Family member	<ol> <li>Your:         <ol> <li>Spouse (by marriage, common law, domestic partnership, or civil union);</li> <li>Cohabitants (defined above);</li> <li>Parents and stepparents;</li> <li>Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>Siblings;</li> <li>Grandparents and grandchildren;</li> <li>The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>Aunts, uncles, nieces, and nephews;</li> <li>Legal guardians and wards;</li> <li>Paid, live-in caregivers; and</li> </ol> </li> <li>Service animals (as defined by the Americans with Disabilities Act).</li> </ol>
High-altitude activity	An activity that includes, or is intended to include, going above 15,000 feet in elevation, other than as a passenger in a commercial aircraft.
High value items	Collectibles, jewelry, watches, gems, furs, cameras (including video cameras) and related equipment, musical instruments, professional audio equipment, sporting equipment, electronic mobile devices, smartphones, computers, radios, drones, robots, and other electronic items.

Hospital	A short-term, acute care facility that has a primary function of diagnosing and treating sick and injured people under the supervision of <i>doctors</i> . It must:  1. Be primarily engaged in providing inpatient diagnostic and therapeutic services;  2. Have organized departments of medicine and major surgery; and  3. Be licensed where required.
Injury	Physical bodily harm.
Mechanical breakdown	A mechanical issue which prevents the vehicle from being driven normally, including flat tires or running out of fuel, fluids, or power.
Medical escort	A professional person contracted by <i>our</i> medical team to accompany a seriously ill or <i>injured</i> person while they are being transported. A <i>medical escort</i> is trained to provide medical care to the person being transported. This cannot be a friend, <i>traveling companion</i> , or <i>family member</i> .
Medically necessary	Treatment that is required for <i>your</i> illness, <i>injury</i> , or medical condition, consistent with <i>your</i> symptoms, and can safely be provided to <i>you</i> . Such treatment must meet the standards of good medical practice and is not for <i>your</i> or the provider's convenience.
Natural disaster	A large-scale extreme weather or environmental event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
Policy	The travel insurance coverage purchased. The <i>policy</i> includes this policy document, any amendments and endorsements attached to it, and the Declarations.
Primary residence	Your permanent, fixed home address for legal and tax purposes.
Pre-existing medical condition	<ul> <li>An <i>injury</i>, illness, or medical condition that, within the 120 days prior to and including the purchase date of this <i>policy</i>:</li> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>;</li> <li>2. Presented symptoms; or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> <li>The illness, <i>injury</i>, or medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i>.</li> <li>For example, a sprained knee <i>you</i> have had treated in the 120 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i>. If <i>you</i> later have to cancel <i>your trip</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i>.</li> </ul>
Quarantine	Mandatory confinement, intended to stop the spread of a contagious disease to which <i>you</i> or a <i>traveling companion</i> may have been exposed.
Reasonable and customary costs	The amount usually charged for a specific service in a particular geographic area. The charges must be appropriate to the availability and complexity of the service, the availability of needed parts/materials/supplies/equipment, and the availability of appropriately-skilled and licensed service providers.
Refund	Cash, credit, or a voucher for future travel that <i>you</i> are eligible to receive from a <i>travel supplier</i> , or any credit, recovery, or reimbursement <i>you</i> are eligible to receive from <i>your</i> employer, another insurance company, a credit card issuer, or any other entity.

Severe weather	Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.
Sporting equipment	Equipment or goods used to participate in a sport.
Terrorist event	An act carried out by an organized terrorist group recognized by the U.S. State Department that injures people or damages property to achieve a political, ethnic, or religious result. It does not include general civil protest, unrest, rioting, or acts of war.
Travel carrier	<ul> <li>A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:</li> <li>1. Rental vehicle companies;</li> <li>2. Private, chartered, or non-commercial transportation carriers; or</li> <li>3. Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport you or a traveling companion less than 100 miles.</li> </ul>
Travel supplier	A travel agent, tour operator, airline, cruise line, hotel, or other travel service provider.
Traveling companion	A person or service animal (as defined by the Americans with Disabilities Act) traveling with <i>you</i> or traveling to accompany <i>you</i> on <i>your trip</i> . A group or tour leader is not considered a <i>traveling companion</i> unless <i>you</i> are sharing the same room with the group or tour leader.
Trip	Your travel to, within, and/or from a location at least 100 miles from your primary residence. It cannot include travel with the intent to receive health care or medical treatment of any kind, moving, or commuting to and from work, and it cannot last longer than 180 days.
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their home or destination inaccessible or unfit for use.
We, Us, or Our	Jefferson Insurance Company and its agents, including AGA Service Company.
You or Your	All persons listed as insureds on the Declarations.

# **DESCRIPTION OF COVERAGES**

In this section, we will describe the many different types of insurance coverages which are included in *your* policy. We explain each type of coverage and the specific conditions that must be met for the coverage to apply.

# A. TRIP CANCELLATION COVERAGE

If your trip is canceled or rescheduled for a covered reason listed below, we will reimburse you for your non-refundable trip payments, deposits, cancellation fees, and change fees (less available refunds), up to the maximum benefit for Trip Cancellation Coverage. Please note that this coverage only applies before you have left for your trip.

Also, if you prepaid for shared accommodations and your traveling companion cancels their trip due to one or more of the covered reasons listed below, we will reimburse any additional accommodation fees you are required to pay, such as a single supplement fee from a cruise line.

**IMPORTANT:** You must notify all of your travel suppliers within 72 hours of discovering that you will need to cancel your trip (this includes being advised to cancel your trip by a doctor). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious illness, injury, or medical condition prevents you from being able to notify your travel suppliers within that 72 hour period, you must notify them as soon as you are able.

#### Covered reasons:

1. You or a traveling companion becomes ill or injured, or develops a medical condition.

The following conditions apply:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person cancel their trip; and
- b. A *doctor* advises *you* or a *traveling companion* to cancel *your trip* before *you* cancel it. If that isn't possible, a *doctor* must either examine or consult with *you* or the *traveling companion* within 72 hours after the cancellation to confirm the decision to cancel.
- 2. A family member who is not traveling with you becomes ill or injured, or develops a medical condition.

The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor* or require hospitalization.
- 3. You, a traveling companion, or family member dies on or after your policy's Coverage Effective Date and before your trip.
- 4. You or a traveling companion is quarantined.
- 5. You or a traveling companion is in a traffic accident (not including a mechanical breakdown) on the departure date.

One of the following conditions must apply:

- a. You or a traveling companion need medical attention; or
- b. The vehicle needs to be repaired because it is not safe to operate.

6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- 7. Your primary residence is uninhabitable.
- 8. Your destination is uninhabitable.
- 9. *Your travel carrier* cannot get *you* to *your* original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
  - A. A natural disaster;
  - B. Severe weather; or
  - C. A strike, unless threatened or announced prior to the purchase of your policy.

However, if you can get to your original destination another way, we will reimburse you for the following, up to your policy's Trip Cancellation Coverage maximum benefit:

- i. The reasonable cost of the alternate transportation, less available refunds; and
- ii. The cost of any lost prepaid accommodations caused by your delayed arrival, less available refunds.

The following conditions apply:

- a. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your policy*.
- b. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
- 10. A *terrorist event* happens within 100 miles of any U.S. or foreign city *you* are traveling to during *your trip*, as indicated on *your* original itinerary.

The following condition applies:

- a. A *terrorist event* must not have occurred within 25 miles of that city any time in the 30 days prior to *your policy's* Coverage Effective Date.
- 11. You or a traveling companion is terminated or laid off by a current employer after your policy's purchase date.

The following conditions apply:

- a. The termination or layoff is not your or your traveling companion's fault;
- b. The employment must have been permanent (not temporary or contract); and
- c. The employment must have been for at least three continuous years.
- 12. You, a traveling companion, or a family member serving in the U.S. Armed Forces is reassigned or has personal leave status changed, except because of war, the War Powers Act, or disciplinary action.
- 13. Government authorities order a mandatory evacuation at *your* destination that is in effect within 24 hours prior to *your departure date*.

The following condition applies:

a. Your policy was purchased prior to public knowledge of the event leading to the mandatory evacuation.

**IMPORTANT:** Please refer to *your* Declarations to confirm *your* applicable limit.

# B. TRIP INTERRUPTION COVERAGE

If you have to interrupt your trip or end it early due to one or more of the covered reasons listed below, we will reimburse you, less available refunds, up to the maximum benefit for Trip Interruption Coverage listed on your Declarations, for:

- i. The prorated portion of *your* unused non-refundable *trip* payments and deposits.
- ii. Additional *accommodation* fees *you* are required to pay, such as a single supplement fee from a cruise line, if *you* prepaid for shared *accommodations* and *your traveling companion* has to interrupt their *trip*.
- iii. Reasonable transportation expenses you incur to continue your trip or return to your primary residence.
- iv. Additional *accommodation* and transportation expenses if the interruption causes *you* to stay at *your* destination (or the location of the interruption) longer than originally planned. There is a per *policy* maximum of \$250 per day for 5 days.

**IMPORTANT:** You must notify all of your travel suppliers within 72 hours of discovering that you will need to interrupt your trip (this includes being advised to interrupt your trip by a doctor). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious illness, injury, or medical condition prevents you from being able to notify your travel suppliers within that 72 hour period, you must notify them as soon as you are able.

#### **Covered reasons:**

1. You or a traveling companion becomes ill or injured, or develops a medical condition.

The following conditions apply:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person interrupt their trip; and
- b. A *doctor* must either examine or consult with *you* or the *traveling companion* within 72 hours of the trip interruption to confirm the decision to interrupt the *trip*.
- 2. A family member who is not traveling with you becomes ill or injured, or develops a medical condition.

The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor* or require hospitalization.
- 3. You, a traveling companion, or family member dies during your trip.
- 4. You or a traveling companion is quarantined during your trip.
- 5. You or a traveling companion is in a traffic accident (not including a mechanical breakdown) on the departure date or return date.

One of the following conditions must apply:

- a. You or a traveling companion needs medical attention; or
- b. The vehicle needs to be repaired because it is not safe to operate.
- 6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer or other such occupation, this would not be covered).
- 7. Your primary residence is uninhabitable.

- 8. Your destination is uninhabitable.
- 9. *Your travel carrier* cannot get *you* to *your* original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one of the following reasons:
  - A. A natural disaster;
  - B. Severe weather; or
  - C. A strike, unless threatened or announced prior to the purchase of your policy.

However, if you can get to your original destination another way, we will reimburse you for the following, up to your policy's maximum Trip Interruption Coverage maximum benefit:

- i. The reasonable cost of alternate transportation, less available refunds; and
- ii. The cost of any lost prepaid accommodations caused by your delayed arrival, less available refunds.

The following conditions apply:

- a. Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your policy*.
- b. Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
- 10. You or a traveling companion is a traveler on a hijacked aircraft, train, vehicle, or vessel.
- 11. A *terrorist event* happens within 100 miles of any U.S. or foreign city *you* are traveling to during *your trip*, as indicated on *your* original itinerary.

The following condition applies:

- a. A *terrorist event* must not have occurred within 25 miles of that city any time in the 30 days prior to *your policy's* Coverage Effective Date.
- 12. You, a traveling companion, or a family member serving in the U.S. Armed Forces is reassigned or has personal leave status changed, except because of war, the War Powers Act, or disciplinary action.
- 13. Government authorities order a mandatory evacuation at your destination while you are on your trip.

The following condition applies:

a. Your policy was purchased prior to public knowledge of the event leading to the mandatory evacuation.

**IMPORTANT:** Please refer to your Declarations to confirm your applicable limit.

# C. TRAVEL DELAY COVERAGE

If your or a traveling companion's trip is delayed for one of the covered reasons listed below, we will reimburse you for the following expenses, up to the maximum benefit shown on your Declarations for Travel Delay:

- i. Your lost prepaid trip expenses and additional expenses you incur while and where you are delayed for meals, accommodation, communication, and transportation, subject to a daily (24 hours) limit listed on your Declarations. The most we will pay per 24 hours of delay is the daily limit stated on your Declarations.
- ii. If the delay causes *you* to miss the departure of *your* cruise or tour, reasonable transportation expenses to either help *you* rejoin *your* cruise/tour or reach *your* destination.

The delay must be for at least the Minimum Required Delay listed on *your* Declarations and due to one of the following *covered reasons*:

- 1. A travel carrier delay;
- 2. A strike, unless threatened or announced prior to the purchase of your policy;
- 3. Quarantine;

- 4. A natural disaster:
- 5. Roads are closed or impassable due to severe weather;
- 6. Lost or stolen travel documents;
- 7. Hijacking;
- 8. Civil disorder; or
- 9. A traffic accident.

**IMPORTANT:** Please refer to *your* Declarations to confirm *your* applicable limit.

# D. BAGGAGE LOSS COVERAGE

If your baggage is lost, damaged, or stolen while you are on your trip, we will pay you, less available refunds, the lowest of the following, up to the maximum benefit listed for Baggage Loss in your Declarations:

- i. Actual cash value of the baggage;
- ii. Cost to repair the damaged baggage; or
- iii. Cost to replace the lost, damaged, or stolen baggage.

# The following conditions apply:

- a. You have taken reasonable steps to keep your baggage safe and intact and to recover it;
- b. *You* have filed a report giving a description of the property and its value with the appropriate local authorities, *travel carrier*, hotel, or tour operator within 24 hours of discovery of the loss;
- c. You must provide original receipts for the lost items. For items without an original receipt, we will cover up to 75% of the actual cash value; and
- d. High value items are covered up to the maximum benefit for high value items shown in your Declarations.

# The following items are not covered:

- 1. Animals, including remains of animals;
- 2. Cars, motorcycles, motors, aircraft, watercraft, and other vehicles and related accessories and equipment;
- 3. Bicycles, skis, and snowboards (except while they are checked with a travel carrier);
- 4. Hearing aids, eyeglasses, sunglasses, and contact lenses;
- 5. Artificial teeth and prosthetics;
- 6. Wheelchairs and other mobility devices;
- 7. Consumables, medicines, medical equipment/supplies, perfumes, cosmetics, and perishables;
- 8. Tickets, passports, deeds, blueprints, stamps, and other documents;
- 9. Money, currency, credit cards, notes or evidences of debt, negotiable instruments, securities, bullion, and keys;
- 10. Rugs and carpets;
- 11. Firearms and other weapons, including ammunition;
- 12. Intangible property, including software and electronic data;
- 13. Property for business or trade;
- 14. Property you do not own; and
- 15. Baggage while it is:
  - a. Shipped, unless with your travel carrier;
  - b. In or on a car trailer: or
  - c. Unattended and in an unlocked car.

**IMPORTANT:** Please refer to your Declarations to confirm your applicable limit.

If your baggage is lost by your travel supplier, we can work with the carrier to locate your baggage. We can provide you status updates, inform you when the baggage is found, and coordinate delivery of your baggage. You will be responsible for any delivery charges not paid by the travel supplier.

# E. BAGGAGE DELAY COVERAGE

If your baggage is delayed by a travel supplier during your trip, we will reimburse you for expenses you incur for the essential items you need until your baggage arrives, up to the maximum benefit shown on your Declarations for Baggage Delay.

The following condition applies:

a. Your baggage must be delayed for at least the Minimum Required Delay listed under Baggage Delay in your Declarations.

**IMPORTANT:** The maximum payable under this coverage will not exceed the limits stated in *your* Declarations. Please refer to *your* Declarations to confirm *your* applicable limit.

If your baggage is delayed by your travel supplier, we can work with the carrier to locate your baggage. We can provide you status updates, inform you when the baggage is found, and coordinate delivery of your baggage. You will be responsible for any delivery charges not paid by the travel supplier.

# F. EMERGENCY TRANSPORTATION COVERAGE

**IMPORTANT:** If your emergency is immediate and life threatening, seek local emergency care at once.

# Emergency Evacuation (Transporting you to the nearest appropriate hospital)

If you become seriously ill or *injured* or develop a medical condition while on your trip and we determine that the local medical facilities are unable to provide appropriate medical treatment:

- 1. Our medical team will consult with the local doctor;
- 2. We will identify the closest appropriate hospital or other appropriate facility, make arrangements to transport you there, and pay for that transport; and
- 3. We will arrange and pay for a medical escort if we determine one is necessary.

The following condition applies:

a. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

# Medical Repatriation (Getting you home after you receive care)

If you become seriously ill or *injured* or develop a medical condition while on your trip and our medical team confirms with the treating doctor that you are medically stable to travel, we will:

- 1. Arrange and pay for *you* to be transported via a commercial transportation carrier in the same class of service that *you* originally booked (unless otherwise *medically necessary*) for the return leg of *your trip*, less available *refunds* for unused tickets. The transportation will be to one of the following:
  - a. Your primary residence;
  - b. A location of your choice in the U.S.; or
  - c. A medical facility near *your primary residence* or in a location of *your* choice in the U.S. In either case, the medical facility must be willing and able to accept *you* as a patient and must be approved by *our* medical director as medically appropriate for *your* continued care.
- 2. Arrange and pay for a *medical escort* if our medical team determines that one is necessary.

The following conditions apply:

a. Special accommodations must be *medically necessary* for *your* transportation (for example, if more than one seat is *medically necessary* for *you* to travel).

b. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

# Transport to Bedside (Bringing a friend or *family member* to *you*)

If you are told by the treating doctor that you will be hospitalized for more than 48 hours during your trip, we will arrange and pay for round-trip transportation in economy class on a travel carrier for one friend or family member to stay with you.

The following condition applies:

a. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

# Return of Dependents (Getting minors and dependents home)

If you are told by the treating doctor you will be hospitalized for more than 24 hours during your trip, we will arrange and pay to transport your traveling companions who are under the age of 18 or dependents requiring your full-time supervision and care to one of the following:

- 1. Your primary residence; or
- 2. A location of *your* choice in the U.S.

Transportation will be on a *travel carrier* in the same class of service they were originally booked. Available *refunds* for unused tickets will be deducted from the total amount payable.

The following conditions apply:

- a. This benefit is only available while *you* are hospitalized and if *you* do not have an adult *family member* traveling with *you* that is capable of caring for the minors/dependents.
- b. You or someone on your behalf must contact us, and we must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements.

# Repatriation of Remains (Getting your remains home)

We will arrange and pay for the reasonable and necessary services and supplies to transport *your* remains to one of the following:

- 1. A funeral home near your primary residence; or
- 2. A funeral home located in the U.S.

This benefit does not include funeral, burial, or cremation expenses, or related containment expenses for items such as a casket, urn, or vault.

The following conditions apply:

- a. Someone on *your* behalf must contact *us*, and *we* must make all transportation arrangements in advance. If we did not authorize and arrange the transportation, we will only pay up to what we would have paid if we had made the arrangements; and
- b. The death must occur while on your trip.

**IMPORTANT:** The most we will pay for benefits under your Emergency Transportation Coverage is the maximum benefit listed for Emergency Transportation Coverage on your Declarations. Please refer to your Declarations to confirm your applicable limit.

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# G. EMERGENCY MEDICAL/DENTAL COVERAGE

If you receive emergency medical or dental care while you are on your trip for one of the following covered reasons, we will reimburse the reasonable and customary costs of that care for which you are responsible, up to the maximum benefit listed for Emergency Medical/Dental Coverage on your Declarations (dental care is subject to the maximum sublimit listed for Dental Care):

- 1. While on *your trip*, *you* have a sudden, unexpected illness, *injury*, or medical condition that could cause serious harm if it is not treated.
- 2. While on *your trip*, *you* have a dental *injury* or infection, a lost filling, or a broken tooth that requires treatment.

The following conditions and exclusions apply:

- a. The care must be *medically necessary* to treat an emergency condition, and such care must be provided by a *doctor*, dentist, *hospital*, or other provider authorized to practice medicine or dentistry.
- b. This coverage will not pay for any care provided after *your* coverage ends.
- c. This coverage will not pay for non-emergency care or services, such as:
  - 1. Elective cosmetic surgery or care;
  - 2. Annual or routine exams;
  - 3. Long-term care;
  - 4. Allergy treatments (unless life threatening);
  - 5. Exams or care related to or loss of/damage to hearing aids, dentures, eyeglasses, and contact lenses;
  - 6. Physical therapy, rehabilitation, or palliative care (except as necessary to stabilize you to transport);
  - 7. Experimental treatment; and
  - 8. Any other non-emergency medical or dental care.

**IMPORTANT:** Please refer to *your* Declarations to confirm *your* applicable limit and any deductible that may apply.

If you need to be admitted to a hospital as an inpatient for longer than 24 hours, we can guarantee or advance payments, where accepted, up to the limit of your emergency medical/dental coverage.

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# **GENERAL EXCLUSIONS**

This section describes the general exclusions applicable to all coverages under *your policy*. An "exclusion" is something that is not covered by this insurance *policy*, and therefore no reimbursement would be available.

This *policy* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect *you*, a *traveling companion*, or a *family member*:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
- 2. *Pre-Existing medical conditions*, except as waived under the Pre-Existing Medical Condition Exclusion Waiver;
- 3. Your intentional self-harm or if you attempt or commit suicide;
- 4. Normal pregnancy or childbirth;
- 5. Fertility treatments or elective abortion;
- 6. A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms. This exclusion applies only to Trip Cancellation Coverage and Trip Interruption Coverage;
- 7. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
- 8. Acts committed with the intent to cause loss;
- 9. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft;
- 10. Participating in or training for any professional sporting competition;
- 11. Participating in or training for any amateur sporting competition while on your trip;
- 12. Participating in extreme, high-risk sports and activities, including but not limited to:
  - a. Skydiving, BASE jumping, hang gliding, or parachuting;
  - b. Bungee jumping;
  - c. Caving, rappelling, or spelunking;
  - d. Skiing or snowboarding outside marked trails or in an area accessed by helicopter;
  - e. Climbing sports or free climbing;
  - f. Any high-altitude activity;
  - g. Personal combat or fighting sports;
  - h. Racing or practicing to race any motorized vehicle or watercraft;
  - i. Free diving; or
  - j. Scuba diving at a depth greater than 60 feet or without a dive master.
- 13. A *criminal act* resulting in a conviction, except when *you*, a *traveling companion*, or a *family member* is the victim of such act;
- 14. An epidemic;
- 15. *Natural disaster*, except as expressly covered under Trip Cancellation Coverage, Trip Interruption Coverage, or Travel Delay Coverage;
- 16. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 17. Nuclear reaction, radiation, or radioactive contamination;
- 18. War (declared or undeclared) or acts of war;
- 19. Military duty, except as expressly covered under Trip Cancellation Coverage or Trip Interruption Coverage;
- 20. Civil disorder or unrest, except as expressly covered under Trip Cancellation Coverage, Trip Interruption Coverage, or Travel Delay Coverage;

- 21. *Terrorist events*, except as expressly covered under Trip Cancellation Coverage or Trip Interruption Coverage;
- 22. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except as expressly covered under Trip Cancellation Coverage or Trip Interruption Coverage;
- 23. Any *travel supplier's* complete cessation of operations due to financial condition, with or without filing for bankruptcy, except as expressly covered under Trip Cancellation Coverage or Trip Interruption Coverage;
- 24. Travel supplier restrictions on any baggage, including medical supplies and equipment; or
- 25. Ordinary wear and tear or defective materials or workmanship.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

**IMPORTANT:** You are not eligible for reimbursement under any coverage if:

- 1. Your travel carrier tickets do not show travel date(s);
- 2. The travel dates on your Declarations do not represent when you actually intended to travel; or
- 3. You intend to receive health care or medical treatment of any kind while on your trip.

# PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

This Pre-Existing Medical Condition Exclusion Waiver describes the circumstances in which a *pre-existing medical condition* MAY be covered under this *policy* and NOT excluded from coverage.

Because *your policy* includes this waiver, *you* can still be covered for losses due to a *pre-existing medical* condition if *you* meet all of the following requirements:

- a. Your policy was purchased within 14 days of the date of the first trip payment or deposit;
- b. You were a U.S. resident when the policy was purchased;
- c. You were medically able to travel when the policy was purchased; and
- d. On the *policy* purchase date, *you* insured the full non-refundable cost of *your trip* with *us*. This includes *trip* arrangements that will become non-refundable or subject to cancellation penalties between the *policy* purchase date and the *departure date*.

If you incur additional non-refundable *trip* expenses after you purchase this *policy*, you must insure them with us within 14 days of their purchase. If you do not, those expenses will still be subject to the *pre-existing medical condition* exclusion.

**IMPORTANT:** The amount payable for claims for Trip Cancellation Coverage or Trip Interruption Coverage due to a *pre-existing medical condition* cannot exceed the Pre-Existing Medical Condition Limit listed on *your* Declarations. Amounts payable for claims under other coverages are subject to limits listed on *your* Declarations.

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# WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your policy's Coverage Effective Date and Coverage End Date are indicated on your Declarations. The policy is effective on the day after we receive both the order and the full premium. If this policy was purchased by mail, the policy is effective the day after both the order and the full premium are postmarked. The order and full premium must be received on or before the departure date.

In order to be eligible for coverage, losses must occur while *your policy* is in effect. The maximum policy length is 770 days.

Except for one-way and same-day return *trips*, the *departure date* and return date that *you* provided at time of purchase are counted as two separate days of travel when *we* calculate the duration of *your trip*.

Your policy ends on the Coverage End Date listed in your Declarations. However, there are situations where your policy may end on a different date. Your policy will end on the earliest of:

- 1. The day you cancel your policy;
- 2. The day you cancel your trip;
- 3. The day you end your trip, if you end your trip early;
- 4. The day you arrive at a medical facility for further care if you end your trip due to a medical reason; or
- 5. The 180<sup>th</sup> day of the *trip*.

However, if your return travel is delayed due to a covered reason, we will extend your coverage period until the earlier of when you are able to return to your point of origin or primary residence, or until you arrive at a medical facility for further care following a medical repatriation or trip interruption.

Please note that this *policy* applies for a specific *trip* and cannot be renewed. As such, please be advised that this document is also serving as the required notification that a renewal will not be offered to *you* for this product.

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# **CLAIMS INFORMATION**

We believe that filing an insurance claim should not be difficult, that is why we simplified our process and requirements. We hope you like the results!

Before you file a claim, please review your policy details and the Declarations to ensure that your situation meets the criteria for a covered claim. Please note that not every loss is covered, even if it is due to something sudden, unexpected, or out of your control.

# To File Your Claim Online:

- Go to www.allianztravelinsurance.com and click on File a Claim.
- Provide *policy* details.
- Determine which forms and documentation are required.
- File your claim and track your claim status.

# Or, To File Your Claim by Contacting Us by Phone or Email

• Email: claimsinquiry@allianzassistance.com

• Toll-Free: 800.334.7525

# **GENERAL PROVISIONS AND CONDITIONS**

In addition to the conditions, limitations, and exclusions specified above, the below general provisions and conditions apply to all coverages under *your policy*.

#### **Proof of Loss**

As with any insurance, you are responsible for proving your loss. We require that you:

- 1. Notify *us* of *your* claim within 90 days of the date of loss or as soon as reasonably possible (except as otherwise allowed by law). If *you* do not report *your* claim within this time, *we* will not invalidate or reduce it unless the delay impairs *our* rights;
- 2. Make all reasonable efforts to minimize your loss (including without limitation making reasonable efforts to start, catch up to, or continue your trip; and promptly notifying your travel supplier upon discovering that you need to cancel or interrupt your trip, including being advised to cancel or interrupt your trip by a doctor);
- 3. Provide to us a signed, sworn proof of loss upon our request;
- 4. Provide all requested documentation (including without limitation proof of payment for claimed losses, statements and records from treating *doctors*, police reports, and information from *travel suppliers*);
- 5. Cooperate with us in the investigation of your claim; and
- 6. At our request, submit to examination under oath and/or provide a sworn affidavit.

# **Assignment**

You can assign your rights under your policy by notifying us in writing. The assignment will not be effective until we receive the written notice. However, we will not recognize the assignment of any right or benefit under this policy to any person or organization engaged in the business of medical transportation unless we approve this assignment in writing and in advance. Any attempt to make such an assignment will be void as between you and us. We do not assume any responsibility for the validity of any assignment.

# **Benefits Payable**

All benefits are payable to the first named insured on *your* Declarations or a party *you* designate in writing. If *you* are under 18 years old, benefits are payable to *your* parent or legal guardian or a party they designate. Benefits are limited to the amount of *your* loss and are subject to the applicable limit of liability and any deductible stated in the Declarations. If *you* die, benefits will be paid to *your* estate unless *you* have designated one or more beneficiaries. If *you* have named one or more beneficiaries, benefits will be paid to each named beneficiary in equal shares (unless *you* have designated otherwise). Except as described here, there are no other beneficiaries of any of the benefits under this *policy*. All dollar amounts described in this *policy* are expressed in U.S. dollars. If *you* have a loss, *you* will not be reimbursed twice for the same expense. For example, *you* cannot be reimbursed for the same expense under both Travel Delay and Trip Interruption coverages.

# **Changes and Cancellation**

You or the policy purchaser may request changes to the policy by notifying us. You may request to change the return date at any time prior to your Coverage End Date. All other changes to your policy must be requested prior to your original departure date. If the change results in an increase in premium, you must pay the increase in premium. Any decrease in premium as a result of the change will be refunded to the policy purchaser. Any change will be effective immediately, so long as we have received any additional premium due. If you cancel your policy, we will provide a refund of any unearned premium provided a claim has not been initiated.

We will cancel your coverage prior to the Coverage End Date for any one or more of:

- 1. Nonpayment of premium;
- 2. Material misrepresentation of fact which, if known to us, would have caused us not to issue the policy;

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- 3. Substantial change in the risk assumed, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the policy;
- 4. Substantial breaches of contractual duties, conditions, or warranties;
- 5. Loss of *our* reinsurance covering all or a significant portion of the particular *policy* insured, or where continuation of the *policy* would imperil *our* solvency or place *us* in violation of the insurance laws of this State. Prior to cancellation for this reason, *we* shall notify the director or their designee, in writing, at least 60 days prior to such cancellation and the director or their designee shall, within 30 days of such notification, approve or disapprove such action.

We have 30 days from the effective date of cancellation to notify you of these grounds for cancellation. In the event of cancellation due to nonpayment of premium, such notification shall be ten days from the date of cancellation.

### **Claim Instructions**

When we receive notice of claim, we will provide you instructions for filing proof of loss. If you are not provided these instructions within 15 days, you will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss within the time limits stated in the policy.

# **Conformity with State Statutes**

Any provision in this *policy*, which, on the effective date, is in conflict with the laws of the state in which the insured resides on that date, is amended to conform to the minimum requirements of such laws.

# **Duplicate Coverage**

If you are covered by another insurance policy that we have issued with the same or similar coverage, we will pay no more than the highest amount of coverage payable under any one insurance policy. We will also refund any premium you have paid for duplicate coverage.

# **Fraud and Misrepresentation**

You are responsible for all statements or other representations you make. Any materially misleading or inaccurate information in any statements or representations you make may result in us voiding your policy or reducing benefits, or we may use them to defend our decision about a claim.

Fraud is illegal and may subject *you* to criminal prosecution and civil penalties. *We* will deny *your* claim if *you* or someone acting on *your* behalf:

- 1. Makes any false statements or statements that are deliberately misleading or deceptive;
- 2. Conceals or misrepresents any material fact; or
- 3. Otherwise attempts or commits fraud.

# **Medical Examinations and Autopsy**

We have the right to have you medically examined as reasonably necessary to make a decision about your medical claim. If someone covered by your policy dies, we may also require an autopsy (except where prohibited by law). We will cover the cost of these medical examinations or autopsies. The autopsy must be performed in South Carolina.

#### Recovery

We have the right to recover any amount you receive from us that exceeds the total amount of your loss unless prohibited by law.

# **Resolving Disputes**

If you disagree with our decision about a claim, you can request to go to arbitration. If we agree, you can submit a dispute to desk arbitration at least 60 days from the date of that decision, but not more than three years after the date of submission of claim.

No action may be brought against *us* unless *you* have complied with all applicable provisions of this *policy* and such action is started within three years of the date of the loss.

# **Subrogation**

When someone is responsible for *your* loss, *we* have the right to recover any payments *we* have made to *you* or someone else in relation to *your* claim, as permitted by law. In such case, *we* may require any person receiving payment from *us* to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing *us* to do so. Everyone eligible to receive payment for a claim submitted to *us* must cooperate with this process and must refrain from doing anything that would adversely affect *our* rights to recover payment.

# **Travel Requirements**

You are responsible for meeting all requirements to travel, including obtaining required travel authorizations/documentation (for example, passports or visas), obtaining required immunizations (unless you are medically unable) and medical supplies/equipment (including verifying that your supplies/equipment meet your travel supplier's requirements), and anything else required for you to travel.

#### **Waiver or Amendment**

No one has the right to describe *our policy* any differently than is described here or to change or waive any of its provisions.

# TRAVEL SERVICES DURING YOUR TRIP

If you need travel or medical assistance related to your trip, we are available 24 hours a day. With our global reach and multi-lingual staff, we are here to help you anytime, anywhere.

# To Reach Us:

In the United States, Canada, Puerto Rico and U.S. Virgin Islands: 800.654.1908

All other locations, call: 804.281.5700

We will accept collect calls, or call you back.

# **Prescription Replacement**

If you need to refill your prescription, we can refer you to a physician and a pharmacy to assist you.

# **Medical Equipment Arrangements**

If you need medical equipment while traveling, we can refer you to a medical supply vendor or assist you in getting the supplies you need.

# **Personal Effects Collection and Return**

If you cannot take your personal belongings home with you or leave them behind while on your trip, we can assist in locating them and arranging their collection and return.

# **Child Care Equipment Assistance**

If you need child care equipment (such as cribs, highchairs, or car seats) to use during your trip, we can assist in the location and delivery of the equipment.

# Care of Your Pet While on Your Trip

If you need assistance in the lodging of your pet, return of your pet, or locating a veterinarian, we can provide you with referral options and assist you in making reservations.

# We're only a click away!

Visit www.agentmaxonline.com/customer:

- To file a claim
- To check claim status

# IMPORTANT PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW PERSONAL DATA AND MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN ACCESS THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AWP USA Inc. and its subsidiaries, including Jefferson Insurance Company and AGA Service Company d/b/a Allianz Global Assistance are committed to protecting your privacy. By using our products, services or website, you consent to our collection and use of your Personal Data as described here.

**Definitions**. The below definitions apply to this Notice:

- 1. "Personal Data" means non-public personal information that identifies a specific person ("you"). Data identifies you if it includes your first and last name plus any additional data specific to you. Data that does not identify you is not Personal Data. Publicly available, encoded, anonymized, or aggregated data is not Personal Data.
- 2. "Sensitive Data" means Personal Data about a person's race or ethnicity; political, religious, philosophical, ideological, or trade union memberships, opinions, views or activities; medical or health conditions or protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); genetic or biometric data; financial account information (e.g. bank account number); government-issued ID numbers; sexuality; or social security measures or administrative or criminal proceedings and sanctions that are treated outside pending proceedings. Sensitive Data also includes information we receive from a third party who treats and notes the information as sensitive.
- 3. "Agent" means a third party that collects or uses Personal Data to perform tasks on our behalf, or our underwriters.
- 4. "We" means AWP USA Inc and its subsidiaries Jefferson Insurance Company and AGA Service Company.

**Privacy Practices**. This Notice describes how we collect, use, and maintain Personal Data. It also describes your and our rights.

For the Personal Data of EU and Swiss residents, we comply with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, respectively (collectively, the "Privacy Shield"). We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles regarding EU and Swiss Personal Data received under the Privacy Shield. If there is any conflict between the terms in this Notice and the Privacy Shield Principles, the Privacy Shield Principles shall govern in matters regarding EU and Swiss residents. To learn more about the Privacy Shield and to view our certification, visit <a href="https://www.privacyshield.gov">https://www.privacyshield.gov</a>.

- 1. <u>Notice</u>: We collect Personal Data from you, or from your agents, representatives, suppliers and providers, or other party from whom you have authorized us to collect it on your behalf. This may include:
  - (i) identifying information (e.g. name, contact information);
  - (ii) billing or payment information (e.g. credit card billing information);
  - (iii) information about your trip or event (e.g. agents, suppliers, trip plans);
  - (iv) information about your transactions or business with us or others (e.g. receipts, insurance EOBs);
  - (v) financial account information (e.g. account numbers, statements);
  - (vi) health information (e.g. treatment history, invoices);
  - (vii) information about any claim you make (e.g. details of your loss, police reports, vital records);
  - (viii) information about your website usage and activity (e.g. browser data, IP address);
  - (ix) government-issued identification numbers (e.g. social security number, driver's license number); or
  - (x) any other information provided to us by you or on your behalf.

We may also collect Personal Data from consumer reporting agencies or fraud databases (e.g. fraud reports). This data may be collected from forms, such as enrollment or claim forms; by phone, website, email, fax, or correspondence; or via cookies.

We may use the Personal Data we collect:

- (i) to offer, market, sell, underwrite, or make available to you insurance or assistance products or services;
- (ii) to provide you with information or services for such products and services;

- (iii) to administer your insurance and assistance products and services. This may include, for example: providing travel-related or concierge services, serving and processing your policy or claims, conducting quality or satisfaction assessments, and fraud prevention;
- (iv) to protect our legal rights or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements or as otherwise required by law; or
- (v) for purposes to which you've otherwise consented.

This may in some cases include disclosing your Personal Data to Agents. But, such disclosures are only for the purposes described in this Notice, or for everyday business purposes or as required or allowed by law (e.g. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus). These Agents may be affiliated or nonaffiliated, and may be located both inside and outside of the US. They may be financial services providers (e.g. underwriting insurers). They may also be non-financial companies (e.g. health service providers, travel service providers, the agent/agency through whom you purchased, service providers helping us with our marketing).

Should you be purchasing insurance on another's behalf, Allianz Global Assistance and the insurer may require the personal information of the insured to administer the benefits of their plan. By providing the insured's personal information at the time of purchase, you are confirming that you have obtained the insured's consent to provide this personal information to Allianz Global Assistance and the insurer.

Where we are subject to HIPAA, we must notify you of our duties and practices with respect to PHI. Except as described here or allowed or required by law, we will only use or disclose your PHI or health records with your prior express consent. Under HIPAA, we may use and disclose your PHI for one or more of the following purposes:

- (i) monitoring the health care treatment you receive (e.g. we may send or receive PHI to or from a doctor regarding your condition and treatment so we can see that your treatment is appropriate);
- (ii) payment for health services (e.g. we may use your PHI to make payments to a hospital that has treated you);
- (iii) to help run our company (e.g. we may use your PHI to conduct quality audits of the services we provided to you. However, we may not use or disclose genetic information about you for underwriting purposes); or
- (iv) for other purposes as required to administer your insurance or assistance product (e.g. we may use PHI to determine coverage for a claim made under an insurance policy).

We may also in some cases need to use or disclose your PHI for one or more of the following purposes:

- (i) for public health and safety issues;
- (ii) to comply with legal or regulatory requirements;
- (iii) to address or comply with workers' compensation, law enforcement, or other legal or government mandates or requests; or
- (iv) to respond to lawsuits or legal actions.

Cookies are text files on your computer. When you access our website, we use cookies to collect data about your web usage. We also use Google, Inc.'s Google Analytics and AdWords services, iAdvize's chat and monitoring service, and other similar third party vendor services. These services use cookies to transmit your IP address and other website navigation and usage data and device/browser-generated data. iAdvize also uses JavaScript to provide its chat and monitoring services. These vendors may provide this data to us or store and/or aggregate this data to analyze such usage and create reports for us. We, our affiliates and our Agents use such data and reports for our own business purposes (e.g. to provide customer service, to optimize the content you see from us, website improvement, other purposes stated in this notice, etc.) and Payment Card Industry Data Security Standard ("PCI") compliance. These vendors also display our ads on sites across the Internet, and they may use this data to later display ads to you based on your website usage. By using our website, you consent to this use of cookies and data for these purposes. You can refuse cookies by disabling them in your browser (this may affect the content available to you). Our websites do not respond to "Do Not Track" requests from browsers.

Last, we may use and disclose the name, email address, or contact information of current and former customers to Agents for marketing administration purposes. For example, we may need to disclose the email address you provided to us to an Agent providing marketing services on our behalf to help ensure that your opt out choices are respected and that you do not receive duplicate communications.

Upon notification and consent your personal data may be used for other reasons. That notice will state the purpose for collecting and using the data, the types of non-Agent third parties to which we disclose the data, and the means we offer you to limit this. If we receive Personal Data from anyone in the EU or Switzerland, we'll treat

that data according to the instructions such entity gives us regarding notices it provided and the choices made by the data subject.

2. Choice. We reserve the right to disclose Personal Data to third parties as described above. The law in some jurisdictions allows you the right to choose in some cases to opt out of us sharing your Personal Data with a third party or using it for purposes described or that is materially different from the purposes for which it was originally collected or which you later authorize. You may exercise this right by notifying the Privacy Officer at the information provided below. You may opt out of getting non-essential marketing communications from us by giving notice as described below and disabling cookies in your web browser. Except as required or allowed by law (e.g. for fraud prevention), we do not share, sell or otherwise disclose your Personal Data to non-Agent third parties or use it for any purpose other than for which it was originally collected or as you later authorize. If we ever wish to do so, we will give you the opportunity to opt out. If we wish to disclose your Sensitive Data to a non-Agent third party or use such data for a purpose other than for which it was originally collected or as you later authorize, we will only do so with your express consent. We will not unfairly discriminate against you for declining to provide this consent.

Except as allowed by law, we will not use or disclose psychotherapy notes, use or disclose your PHI for marketing purposes, or use or disclose your PHI in a way that would constitute a sale of PHI under HIPAA unless you expressly authorize us to do so. You may revoke this consent at any time. Such revocation will not apply to actions we have already taken based on that consent. You may request restrictions on our use and disclosure of certain health information for treatment, payment, or our operations. However, we are not required to agree to your request, except as required by HIPAA.

We may need to disclose Personal or Sensitive Data if we have a good-faith belief that it is needed to protect or defend our or your rights, interests or property or comply with any law or legal mandate, or if it is otherwise required or allowed by law. We will take reasonable care to disclose only as much of such data as is needed.

3. Accountability for Onward Transfer. We may disclose your Personal Data to our Agents, but only for the limited and specified purposes described here, consistent with the consent you have provided. We will take reasonable and appropriate steps to obtain assurances from our Agents that they will effectively process and safeguard your Personal Data consistent with our obligations under this Notice and the Privacy Shield (EU and Swiss residents only). Upon discovery, we will take reasonable steps to stop and remediate any unauthorized processing inconsistent with this Notice or the Privacy Shield (EU and Swiss residents only). With respect to EU or Swiss Personal Data we receive under the Privacy Shield and later transfer to an Agent, we are responsible for the processing of such data by that Agent. If such data is processed by that Agent in a manner inconsistent with the Privacy Shield Principles, we are liable unless it can be proved that we are not responsible for the event giving rise to any damages.

Our Binding Corporate Rules related to data transfers may be viewed here: <a href="https://www.allianz-partners-com/allianz-partners---binding-corporate-rules-.html">https://www.allianz-partners---binding-corporate-rules-.html</a>.

- 4. Security. We take reasonable and appropriate measures to protect your data from loss, misuse, or unauthorized access, disclosure, alteration and destruction. These measures take into account the risks involved in the processing and the nature of the Personal Data. To help maintain the security of your data, we use administrative, physical, and technical safeguards. These include utilizing policies to take reasonable precautions to (a) securely and confidentially maintain your Personal Data; (b) assess and protect against threats and hazards to the security or integrity of such data; and (c) prevent unauthorized access to or use of such data. Also, except where required or allowed by law, we limit use of your Personal Data to the minimum necessary to accomplish the purposes for which that data was collected and to be used as described here. We restrict access to your Personal Data to only those who need to access it to accomplish those purposes. We use encryption to make your online transaction with us safe and secure. We protect the privacy of your credit card information with a high degree of care and in compliance with PCI. We are required by law to maintain the privacy and security of your PHI. If there is a breach as defined under HIPAA of your unsecured PHI, we are required by law to notify you.
- 5. <u>Data Integrity</u>. We will only collect Personal Data to the extent it is relevant to the purposes for which it was collected. We will not process Personal Data in a way that is incompatible with the purposes for which it has been collected or as you later authorize. To help maintain the integrity of your data, we will take reasonable steps to ensure that Personal Data is reliable for its intended use, relevant, accurate, complete, and current. We will adhere to these principles for as long as we retain this data. We retain Personal Data according to our data retention policy.

- 6. Access. If you discover the data we hold about you is inaccurate or incomplete, please contact us. We will grant you reasonable access to the Personal Data we hold about you. We will take reasonable steps to allow you to correct, amend or delete your Personal Data that is inaccurate or incomplete, or has been processed in violation of this Notice, so long as it can be done without undue burden or expense on us, without breaching any legal or professional privilege or obligation, and without violating the rights of others. Where we are subject to HIPAA, you have the right to request to receive confidential communications of your PHI, as applicable. In accordance with and as allowed by HIPAA, at your request, you may inspect, amend, and copy PHI we maintain about you and receive an accounting of certain disclosures of your PHI (e.g. health payment records).
- 7. Recourse, Enforcement, Liability. You can send complaints about how we handle your Personal Data to us at the contact information below. If the data is PHI, complaints can be made to us or to the U.S. Secretary of Health and Human Services. We will not retaliate against you for filing a complaint. For EU and Swiss Personal Data, we verify our compliance with the Privacy Shield and the terms of this Notice by conducting a periodic self-assessment. Complaints or disputes about how we handle EU or Swiss Personal Data should be directed to the below address. We will promptly investigate and try to resolve any such complaints or disputes internally. But, if we can't reach a mutually agreeable resolution, we have agreed to cooperate with the dispute resolution procedures administered by, as applicable, the European Data Protection Authorities or the Swiss Federal Data Protection and Information Commissioner. Under certain conditions, by notifying us, you may invoke binding arbitration regarding certain "residual" claims about EU or Swiss Personal Data before a Privacy Shield Panel. Such procedure is in accordance with the rules established under the Privacy Shield. We are subject to the investigatory and enforcement powers of the FTC for EU and Swiss Personal Data.

**Links**. Our websites provide links (including social media plugins ("Plugins")) that connect to third party websites. Clicking such link establishes a connection and transmits data to/from the operator of such website. Clicking a Plugin while logged in to a social media account may cause the social media website's operator to publish activity to your account. To avoid this, log out of your account before clicking the Plugin link. We are not responsible for and make no representations about the content, security, or privacy practices of any other third party websites. You should read the privacy notices of the websites you visit to understand their data privacy practices.

Changes to Notice. This Notice reflects our business practices. It is not a contract. However, we are required to and will abide by the terms of this Notice as currently in effect. We may amend this Notice at any time. We will notify you of any updates by posting a revised notice on our website. The revised notice will apply to all information collected by us, including previously collected information (for EU or Swiss residents, this applies to the extent permissible under the Privacy Shield). You accept the revised notice by your continued use of our website, products or services following any such amendment. If we revise this Notice in a way that would allow us to disclose your Personal Data to a nonaffiliated third party other than as already described here, we will provide you with a revised notice and give you the opportunity to opt out of any such disclosure. You are responsible to regularly review this Notice. You have the right to a paper copy of this Notice upon request.

**Contact**. If you have any questions or comments about this Notice or the way that we collect or handle your Personal Data, or if you would like a paper copy of this Notice, please contact our Chief Privacy Officer by any of:

Email: privacy@allianzassistance.com

Phone: 1-800-284-8300

Mail: Allianz Global Assistance ATTN: Chief Privacy Officer

> 9950 Mayland Drive Richmond, VA 23233

**Opt Out.** To opt out of non-essential marketing communications or non-essential unaffiliated third party information sharing, please contact our Chief Privacy Officer as noted above with your name, policy number. Please include a statement that says "Opt out" (or something similar). Opt outs will be applied to all products and services we provide. We will not unfairly discriminate against any person who chooses to opt out.

**Electronic Notices.** Unless you chose to receive them by US mail at the time of purchase, by purchasing your policy, you consent to receive all notices and documents from us electronically. They will be sent to the email address provided at the time of purchase. You may opt to receive notices and documents from us by mail at any time. If you wish to change or update your notice/documents preferences, email us at <a href="mailto:customerservice@allianzassistance.com">customerservice@allianzassistance.com</a>. Please include your name, policy number, and a note that says "Only contact me by mail" (or something similar). You can also let us know by phone at 800-284-8300 or by mail to:

Allianz Global Assistance ATTN: Customer Service – Only contact me by mail 9950 Mayland Drive Richmond, VA 23233

If you don't provide an email address at purchase, you'll receive notices and documents by mail. You may request paper copies of any electronic information we send, or update your electronic contact information at any time by emailing or mailing us at the above address, or by calling us. Documents sent to you from us will be in either PDF or HTML format. If you can't receive or read the documents we send you, please contact us so we can assist you.

Effective Date. This Notice was last revised on, and is effective as of, May 22, 2018.

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