



# Vacations

## CANCEL FOR ANY REASON AND TRAVEL PROTECTION PLAN

For departures on/after April 1, 2010.

### SECTION I CANCEL FOR ANY REASON WAIVER\*

*Provided by American Express Vacations*

**Cancel For Any Reason Waiver:** If you are forced to cancel your vacation FOR ANY REASON prior to your original scheduled flight departure time, American Express Vacations will refund your money in full with the exception of the cost of this plan. **PLEASE CALL 1-(800) 284-0022 IF YOU NEED TO CANCEL YOUR VACATION.** See additional details on Page 9 regarding how to file your claim.

**IMPORTANT:** Section I is provided by American Express Vacations and provides reimbursement for only those travel arrangements booked through and prepaid to American Express Vacations. Cancellation charges imposed for airfare booked independent of the American Express Vacations package are not eligible under the terms of Section I.

**This plan is valid only if the appropriate plan cost has been paid to American Express Vacations along with the initial trip deposit payment.**

This plan does not include increased rates associated with a change in the number of individuals occupying a room. If the number of individuals occupying a room changes, the remaining travelers will be responsible for additional costs incurred as a result of the change in the per-person occupancy rate.

## SECTION II

Stonebridge Casualty Insurance Company  
Travel Insurance Certificate  
Policy Number MZ0911088H0000A

### DESCRIPTION OF COVERAGE

Schedule:  
American Express Vacations      Maximum Benefit Amount

#### PART A. TRAVEL ARRANGEMENT PROTECTION

Trip Interruption.....Up To Total Trip Cost  
Trip Delay.....\$200, up to \$100/day

#### PART B. BAGGAGE PROTECTION

Baggage and Personal Effects.....\$800  
Baggage Delay.....\$100

#### PART C. MEDICAL PROTECTION

Accident Medical Expense.....\$5,000  
Sickness Medical Expense.....\$5,000

*The benefits provided in this program are subject to certain restrictions and exclusions, including the Pre-Existing Condition Exclusion. Note: Words beginning with capital letters are defined in this text.*

### SUMMARY OF COVERAGES

#### PART A. TRAVEL ARRANGEMENT PROTECTION

**Trip Interruption Benefits**  
**Post-Departure Trip Interruption**  
We will pay a Post-Departure Trip Interruption Benefit, up to the amount in the Schedule, if: 1) your arrival on your Covered Trip is delayed beyond the Scheduled Departure Date; or 2) you are unable to continue on your Covered Trip after you have departed on

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

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

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

1. the additional transportation expenses by the most direct route from the point you interrupted your Covered Trip: a) to the next scheduled destination where you can catch up to your Covered Trip; or (b) to the final destination of your Covered Trip;
2. the additional transportation expenses incurred by you by the most direct route to reach your original Covered Trip destination if you are delayed and leave after the Scheduled Departure Date. However, the benefit payable under (1) and (2) above will not exceed the cost of a one-way economy air fare by the most direct route less any refunds paid or payable for your unused original tickets.

In no event shall the amount reimbursed under Trip Interruption exceed the amount you prepaid for your Trip.

**Important:** You, your Traveling Companion and/or your Immediate Family Member booked to travel with you must be medically capable of travel on the day you purchase this coverage. The covered reason for interruption of your Trip must occur after your effective date of coverage.

#### **Trip Delay**

If your Covered Trip is delayed for 12 hours or more, we will reimburse you, up to the amount shown in the Schedule for unused land or water travel arrangements, less any refund paid or payable and reasonable additional expenses incurred by you for hotel accommodations, meals, telephone calls and economy transportation to catch up to your Trip, or to return Home. We will not pay benefits for expenses incurred after travel becomes possible.

Trip Delay must be caused by or result from:

1. Air Common Carrier delay;
2. unannounced strike.



## **PART B. BAGGAGE PROTECTION**

### **Baggage and Personal Effects Benefit**

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule, for direct loss, theft, damage or destruction of your Baggage during your Covered Trip.

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

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon an Actual Cash Value basis. For items without receipts, payment of loss will be calculated based upon 80% of the Actual Cash Value at the time of loss. At our option, we may elect to repair or replace your Baggage. We will notify you within 30 days after we receive your proof of loss.

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

### **Items Subject to Special Limitations**

We will not pay more than \$400 (or the Baggage and Personal Effects limit, if less) on all losses to jewelry; watches; precious or semi-precious gems; decorative or personal articles consisting in whole or in part of silver, gold, or platinum; cameras, camera equipment; digital or electronic equipment and media; and articles consisting in whole or in part of fur. There is a \$250 per article limit.

### **Baggage Delay Benefit**

We will reimburse you, less any amount paid or payable from any other valid and collectible insurance or indemnity, up to the amount shown in the Schedule for the cost of reasonable additional clothing and personal articles purchased by you, if your Baggage is delayed by an Air Common Carrier for 24 hours or more during your Covered Trip. You must be a ticketed passenger on an Air Common Carrier.



## **PART C. MEDICAL PROTECTION**

### **Medical or Dental Expense/Emergency Assistance Benefits**

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

and Collectible Group Insurance in effect for you. We will pay that portion of Covered Expenses which exceed the amount of benefits payable for such expenses under your Other Valid and Collectible Group Insurance.

**Covered Expenses:**

**Accident Medical Expense/Sickness Medical Expense:**

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

**Please note: Benefits under Parts A & C are subject to the Pre-Existing Condition Exclusion detailed below and other exclusions listed on Pages 7-8.**

**PRE-EXISTING CONDITION** means an illness, disease, or other condition during the 60-day period immediately prior to your effective date for which you, your Traveling Companion, or Immediate Family Member who is scheduled or booked to travel with you:

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

Item (2) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 60-day period before coverage is effective under this Policy.

If you have any questions concerning this exclusion, please call BerkelyCare at **1-800-453-4053** for further clarification.

**DEFINITIONS**

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

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

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

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

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

**Covered Trip** means a period of travel away from Home to a destination outside your city of residence; the purpose of the Trip is business or pleasure and is not to obtain health care or treatment of any kind; the Trip has defined departure and return dates specified when the Insured enrolls.

**Domestic Partner** means a person who is at least eighteen years of age and you can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of cohabitation for at least the previous 6 months; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

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

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

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

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

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

**Immediate Family Member** includes your or the Traveling Companion's spouse, child, spouse's child, 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, aunt, uncle, niece, nephew, guardian, Domestic Partner, foster-child, or ward.

**Injury** means bodily harm caused by an accident which: 1) occurs while your coverage is in effect under the plan; and 2) requires examination and treatment by a Physician. The Injury must be the

direct cause of loss and must be independent of all other causes and must not be caused by, or result from, Sickness.

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

**Insurer** means Stonebridge Casualty Insurance Company.

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

**Payments or Deposits** means the cash, check, or credit card amounts actually paid to the Policyholder for your Covered Trip.

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

**Policy** means the contract issued to the Policyholder providing the benefits specified herein.

**Policyholder** means the legal entity in whose name this Policy is issued, as shown on the benefit Schedule.

**Schedule** means the benefit schedule shown on the Certificate for each Insured.

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

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

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

**Sickness** means an illness or disease of the body which:  
1) requires examination and treatment by a Physician, and  
2) commences while the plan is in effect. An illness or disease of the body which first manifests itself and then worsens or becomes acute prior to the effective date of this plan is not a Sickness as defined herein and is not covered by the plan.

**Traveling Companion** means up to 4 persons with you on the same Trip arrangement and who, during the Trip, will accompany you.

**Trip** means a scheduled trip for which coverage has been elected and the plan payment paid, and all travel arrangements are arranged by American Express Vacations prior to the Scheduled Departure Date of the trip. Also covered by this definition are any direct round trip air flights booked by others, to and from the scheduled Covered Trip departure and return cities, provided the dates of travel for the air flights are within 2 total days of the scheduled land tour or cruise dates.

**Usual and Customary Charge** means those charges for necessary treatment and services that are reasonable for the treatment of cases of comparable severity and nature. This will be derived from the mean charge based on the experience in a related area of the service delivered and the MDR (Medical Data Research) schedule of fees valued at the 90<sup>th</sup> percentile.

## GENERAL PLAN EXCLUSIONS

### IN PARTS A & C:

**WE WILL NOT PAY FOR ANY LOSS OR EXPENSE CAUSED BY OR INCURRED RESULTING FROM:** a Pre-Existing Condition, as defined in the plan. This exclusion does not apply to benefits under for Trip Interruption claims resulting from death.

### IN PARTS A & C:

**WE WILL NOT PAY FOR ANY LOSS CAUSED BY OR INCURRED RESULTING FROM:**

1. mental, nervous, or psychological disorders, except if hospitalized;
2. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
3. normal pregnancy, except if hospitalized; or elective abortion;
4. riding or driving in any motor competition;
5. declared or undeclared war, or any act of war;
6. service in the armed forces of any country;
7. operating or learning to operate any aircraft, as pilot or crew;
8. any unlawful acts, committed by you or a Traveling Companion (whether insured or not);
9. any amount paid or payable under any Worker's Compensation, Disability Benefit or similar law;
10. Elective Treatment and Procedures;
11. medical treatment during or arising from a Covered Trip undertaken for the purpose or intent of securing medical treatment;
12. business, contractual or educational obligations of you, an Immediate Family Member or Traveling Companion;

13. failure of any tour operator, Air Common Carrier, or other travel supplier, person or agency to provide the bargained-for travel arrangements;
14. a loss that results from an illness, disease, or other condition, event or circumstance which occurs at a time when the plan is not in effect for you.

**IN PART B:**

**ITEMS NOT COVERED**

**WE WILL NOT PAY FOR DAMAGE TO OR LOSS OF:**

1. a loss or damage caused by detention, confiscation or destruction by customs;
2. animals;
3. property used in trade, business or for the production of income, household furniture, musical instruments, brittle or fragile articles, or sporting equipment if the loss results from the use thereof;
4. artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;
5. documents or tickets, except for administrative fees required to reissue tickets;
6. money, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps or credit cards,
7. property shipped as freight or shipped prior to the Scheduled Departure Date.

**LOSSES NOT COVERED**

**WE WILL NOT PAY FOR LOSS ARISING FROM:**

1. theft or pilferage from an unattended vehicle;
2. mysterious disappearance.

**TERM OF COVERAGE**

**When Coverage Begins**

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

**When Coverage Ends**

Your coverage automatically ends on the earlier of:

1. the date the Covered Trip is completed;

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

If your air arrangements are not booked by the Policyholder and are greater than 2 total days before and/or after your Trip, you will also be covered for Trip Interruption, Trip Delay, and benefits under Parts B and C on the day(s) you are flying to/from your destination.

**CLAIMS PROCEDURE**

1. **TRIP CANCELLATION CLAIMS:** Prior to departure please contact your travel agent to cancel your vacation. If you need to cancel on the day of departure and your travel agent's office is closed, please call 1-631-845-8000 x2904. Failure to contact your travel provider will forfeit your reimbursement.
2. **POST DEPARTURE CLAIMS:** Report your claim to BerkelyCare as soon as possible. BerkelyCare will promptly forward you the appropriate claim form to complete.

**Online:** [www.travelclaim.com](http://www.travelclaim.com)

**Phone:** 1-(800) 453-4053 or 1-(516) 342-2720

**Mail:** BerkelyCare

300 Jericho Quadrangle, P.O. Box 9022, Jericho, NY 11753

**Office Hours:** 8:00am - 10:00pm ET, Monday - Friday;  
9:00am - 5:00pm ET, Saturday

**IMPORTANT:** In order to facilitate prompt claims settlement upon your return, be sure to obtain as applicable: detailed medical statements from Physicians in attendance where the Accident or Sickness occurred; receipts for medical services and supplies; receipts from the Hospital; police reports or claims reports from the parties responsible (e.g., airline, cruise line, hotel, etc.) for any loss, theft, damage or delay. In the event of a baggage claim, receipts for any lost or damaged items will be required. In the event of a Baggage Delay or Trip Delay claim, receipts for any additional covered expenses will be required, as well as verification of the delay. You must receive initial treatment within 90 days of the accident, which caused the Injury or the onset of the Sickness.

**ENROLLMENT PROCEDURE**

1. In order to quickly effect coverage and protect your Trip deposit(s), make payment for the applicable plan cost to your travel agent and American Express Vacations upon booking your Trip (in addition to your deposit payment).

2. Please note: Payment for the plan may not be accepted after the initial Trip deposit has been paid.
3. Benefits are extended at no additional charge to infants 2 and under sharing accommodations with one or more accompanying adults, as long as ALL accompanying adults purchase their own travel protection plans.

This plan was designed and is administered by BerkelyCare<sup>SM</sup>.



IN CALIFORNIA: BerkelyCare<sup>SM</sup> is a service mark of Aon Direct Insurance Administrators, CA Insurance License # 0795465.

IN ALL OTHER STATES: BerkelyCare<sup>SM</sup> is a division of Affinity Insurance Services, Inc. in all states other than CA, except: AIS Affinity Insurance Agency, Inc. in MN and OK and AIS Affinity Insurance Agency in NY.

**For additional information regarding the plan, call BerkelyCare at 1-800-453-4053 or 1-516-342-2720**

**Office hours: 8 AM – 10 PM ET, Monday – Friday,  
9 AM – 5 PM ET, Saturday**

**Ask for the American Express Vacations Help Line**

### GENERAL PROVISIONS

#### **Our Right To Recover From Others**

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

### CLAIMS PROVISIONS

**Payment of Claims** Claims for benefits provided by the plan will be paid as soon as written proof is received. Benefits are paid directly to you, unless otherwise directed. Any accrued benefits unpaid at your death will be paid to your estate, or if no estate, to your beneficiary. If you have assigned

your benefits, we will honor the assignment if a signed copy has been filed with us. We are not responsible for the validity of any assignment.

This plan is underwritten by:  
Stonebridge Casualty Insurance Company.

Travel Insurance is underwritten by Stonebridge Casualty Insurance Company, Columbus, Ohio; NAIC # 10952 (all states except as otherwise noted) under Policy/Certificate Form series TAHC5000. In CA, CT, HI, NE, NH, PA, TN and TX Policy/Certificate Form series TAHC5100 and TAHC5200. In IL, IN, KS, LA, OR, OH, VT, WA and WY Policy Form #'s TAHC5100IPS and TAHC5200IPS.

If you are a resident of one of the following states (IL, IN, KS, LA, OH, OR, VT, WA or WY) your plan is provided on an individual form. You can request a copy of your policy by calling BerkelyCare at 1-800-453-4090.

\*For New York residents only, the Cancel For Any Reason Waiver may be purchased separately from the Travel Protection Plan. Contact 1-877-538-3815 for details.

