BONZE BLAYK 1668 Trumansburg Rd Ithaca NY 14850

Thank you for your recent purchase of Allianz Travel Insurance. We are pleased that you have chosen to take us along on your upcoming trip!

This packet of information will help you use your travel insurance policy and includes:

- A summary of assistance services and benefits described below
- Your Letter of Confirmation of insurance benefits
- Your detailed Certificate of Insurance/Policy

Summary of Assistance Services and Benefits

You are entitled to important assistance services and benefits.

Service/Benefit Concierge 24-Hour Hotline Assistance

To make the most of your assistance services and benefits please:

- Read the detailed Certificate of Insurance/Policy.
- Download the TravelSmart app for a listing of hospitals and clinics for your destination(s) available at both the App Store and Google Play.
- If you require emergency medical care while traveling, please call our office for assistance before engaging any expense.
- Save or photograph all receipts in the event you need to file a claim. Claims may be electronically filed at http://www.etravelprotection.com/aa.



July 12, 2018

BONZE BLAYK 1668 Trumansburg Rd Ithaca NY 14850

Dear BONZE BLAYK,

Thank you for choosing Allianz Global Assistance to protect your travel investment.

Please make sure you read this *Letter of Confirmation*, your enclosed *Policy*, and any other attached documents, including riders or other forms carefully. Because the *Policy* may describe coverage not included in your plan, be sure to look at all of the documents to understand your specific coverage. Contact us immediately if you think there is a mistake in your *Letter of Confirmation*.

We recommend that if you are traveling for your event, you take copies of these documents with you. If you did not receive a *Policy,* or would like another copy, please call 1-800-284-8300.

#### Information About Your Plan

Name of your plan:	Trip Protector
Policy identification number:	AMR00046344473
Number of people insured:	1
Who it insures:	BONZE BLAYK
Date of purchase:	July 12, 2018
Plan effective date:	July 13, 2018
Travel dates:	October 9, 2018 - October 12, 2018
Total cost for all travelers:	\$25.03
Amount paid:	\$25.03

Changes to your travel plans may require changes to your coverage. If your plans change please contact Allianz Global Assistance.

Thanks again for purchasing a travel insurance plan from Allianz Global Assistance. Have a safe and pleasant trip!

Deloress Wellman

Deloress Wellman Vice President of Operations

Sincerely, AGA Service Company

To modify your policy or file a claim, please visit: http://www.etravelprotection.com/aa Form No. 52.201.LOC.02.NY PC

	Global Assistance	
Policy No.: AMR00046344473		
Emergency Assistance Card		
For emergency as 1-800-628-5404 (From U.S.)	ssistance during your tri 1-804-281-5700 (Outside the U.S.)/ (Colle	- 1
( , , , , , , , , , , , , , , , , , , ,	. , , ,	,00
For benefit inforn 1-800-628-5404 (From U.S.)	nation call:	
To modify your policy or file a claim, please visit: http://www.etravelprotection.com/aa		
9950 Mayland Driv	e, Richmond, VA 23233	
Your plan includes the following coverage, up to the limits shown. Please see your <i>Policy</i> for information about how our insurance works.		
Benefit		Coverage Limits*
Baggage Coverage	906	\$300.00 \$150.00
		\$150.00
		\$385.08
Travel/Trip Delay Coverage Trip Interruption Protection		\$300.00 \$385.08
*USD per person unless no		φ000.00
Please Note		
<ul> <li>AGA Service Company is the licensed producer and administrator for this plan.</li> </ul>		
<ul> <li>Insurance coverage is provided under Form No. 52.201.102.NY PC issued by BCS Insurance Company.</li> </ul>		

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Please detach the card to the right, fold, and carry with you.

TI\_BCS\_LOC\_100\_005\_NY \* TI\_BCS\_102\_11\_P\_NY\_V2PC \* BCSPRIVNOT \* \* \* \* \* \* \* \*

Allianz Travel Insurance

# Individual Travel **Insurance Policy**

FOR SERVICE, VISIT OR CALL: www.etravelprotection.com 1-800-284-8300

## FOR EMERGENCY ASSISTANCE **DURING YOUR TRIP CALL:**

1-800-654-1908 (From U.S.)

1-804-281-5700 (Collect)

Don't forget to take this document with you!

**Global Assistance** 

Allianz 🕕

Allianz Global Assistance and Allianz Travel Insurance branded plans are underwritten by BCS Insurance Company. AGA Service Company is the licensed producer for this plan.

©2016 AGA Service Company TI BCS 102 11 P NY V2PC

**BCS Insurance Company** 

#### **INSURING CLAUSE**

BCS Insurance Company, herein referred to as the Company, will pay You the insurance benefits described in this Policy. Please refer to the accompanying Letter of Confirmation. It provides You with specific information about the plan You purchased. Please contact Us immediately if You believe that the Letter of Confirmation is incorrect.

#### **RENEWAL CONDITIONS**

This Policy is issued for a single term and is non-renewable.

#### PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This Policy is a legal contract. The entire contract consists of this Policy; any Endorsements or Riders attached to it; and the Letter of Confirmation. Capitalized words are defined terms. Please see the Definitions section.

#### PLAN FEATURES **TABLE OF CONTENTS**

- Part I. Effective Date
- Termination Date Part II.
- Part III. General Exclusions
- Part IV. Description of Travel Insurance Coverages
- Part V. General Provisions
- Part VI. Claims Filing Procedures
- Part VII. Definitions

Signed for BCS Insurance Company, 2 MidAmerica Plaza, Suite 200, Oakbrook Terrace, IL 60181.

Page 1

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52.201.102.NY PC

## Part I. EFFECTIVE DATE

Insurance coverage shall be effective at 12:01 A.M. on the date the scheduled Trip begins, except Trip Cancellation Coverage, which is effective the day after Your telephone order is placed. Your faxed order is received or Your web order is received. In no event will coverage be effective if all premiums due have not been received prior to the Scheduled Departure Date or prior to the date You cancel Your Trip or it is canceled for any reason.

#### Part II. TERMINATION DATE

Coverage ends earliest of: a) at midnight on the date of return selected; b) upon return to Your city of residence; c) when the Trip is canceled; or d) the 365th day of the Trip. If return is delayed for any covered reason, coverage is extended until You are able to return to Your city of residence. The day You depart and the day You return are counted and included as separate days when determining duration of coverage.

#### Part III. GENERAL EXCLUSIONS

These exclusions apply to the following benefits: Trip Cancellation and Interruption Coverage, Change Fee Coverage, Frequent Traveler/Loyalty Program Coverage, Travel Delay Coverage, Missed Connection Coverage, Baggage Coverage and Baggage Delay Coverage. In addition to any exclusions that apply to a particular benefit, no coverage is provided for any loss arising directly or indirectly out of or as a result of the following:

- 1. Intentionally self-inflicted harm, suicide or attempted suicide by You, Your Traveling Companion or Your Family Member:
- 2. Normal Pregnancy (unless as specifically covered), fertility treatments, Childbirth or elective abortion, other than unforeseen complications of pregnancy, of You, a Traveling Companion, or a Family Member;
- 3. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications resulting from the mental or nervous health disorder related thereto of You, a Traveling Companion or a Family Member;
- 4. Alcohol or substance abuse or use (unless administered on the advice of a Physician); or conditions or physical complications related thereto of You, a Traveling Companion or a Family Member:
- 5. War (whether declared or undeclared), acts of war, military duty (unless as specifically covered), civil disorder or unrest (except as provided for in Travel Delay);
- 6. Participation in professional or amateur sporting events (including training);

- All extreme, high risk sports including but not limited to: bodily contact sports; skydiving; hang gliding, bungee jumping, parachuting; mountain climbing or any other high altitude activities, caving, heli-skiing, extreme skiing, or any skiing outside marked trails;
- 8. Scuba diving (unless accompanied by a dive master and not deeper than 130 feet);
- 9. Operating or learning to operate any aircraft as pilot or crew;
- 10. Nuclear reaction, radiation or radioactive contamination;
- 11. Natural disasters (unless as specifically covered);
- 12. Epidemic;
- 13. Pollution or threat of pollutant release;
- 14. Any commission of or attempt to commit a felony by You, Family Members, or Traveling Companions, whether they are insured or not; or
- 15. Financial Default of a travel supplier (unless as specifically covered).

These plans do not cover You:

- 1. If the purpose of the travel is to receive medical care, medication or treatment;
- 2. If You are not a resident of the USA;
- 3. If the stated Trip departure and return dates do not reflect Your intended departure and return dates;
- 4. If the tickets and rental contract do not indicate the travel dates;
- 5. If You give incorrect data or facts; or
- 6. If the loss is not submitted to Us within 120 days from the date of loss, except as otherwise prohibited by law.

## PRE-EXISTING CONDITIONS EXCLUSION AND WAIVER

This exclusion applies to Trip Cancellation and Interruption Coverage, and to those travel assistance services related to medical problems.

The plan does not cover losses or expenses if they result from:

- 1. Any injury to You, a Traveling Companion, or a Family Member occurring prior to the effective date of Your insurance; or
- 2. Any illness occurring to You, a Traveling Companion, or a Family Member during the 120 days prior to the effective date of Your insurance for which: (a) medical diagnosis or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care, or treatment or (b) require taking prescribed drugs or medicine unless the illness remains controlled without any change in the required prescription.

For the purposes of determining any Pre-existing Conditions, the effective date of Your insurance will be Your Trip Cancellation Coverage effective date, if Trip Cancellation Coverage is purchased. If no Trip Cancellation Coverage is purchased, it will be Your Trip departure date.

You have purchased a plan where Pre-existing Conditions are waived. We cover Pre-existing Conditions provided:

- 1. The insurance was purchased within 14 days of making Your first Trip payment or first Trip deposit;
- The amount of Trip Cancellation Coverage originally purchased equals the full cost of all non-refundable Trip arrangements;
- On the date of purchase of insurance, You were medically able to travel and You had not filed a claim for Trip Cancellation due to a pre-existing Illness within 120 days prior to the purchase of insurance;
- 4. The total Trip cost is \$10,000 per person or less; and
- 5. On the date of purchase of insurance, You are a resident of the United States.

If You do not meet the above criteria, You may still be covered for Trip Cancellation or Trip Interruption caused by reasons other than those related to a Pre-existing Condition.

# Part IV. DESCRIPTION OF TRAVEL INSURANCE COVERAGES (what is covered)

The following insurance benefits are designed to protect You against situations or losses that result from sudden and unexpected conditions or events. The benefits do not cover foreseeable events on the date of insurance purchase. Please be aware that this stipulation may be applied to policies purchased with the Pre-existing Conditions Exclusion Waiver.

## TRIP CANCELLATION AND INTERRUPTION COVERAGE

Trip Cancellation Coverage provides benefits for loss(es) You incur for Trips canceled up to the time and date of departure. Trip Interruption Coverage provides benefits for loss(es) You incur for Trips that are interrupted or delayed after the time and date of departure.

For all covered reasons outlined below, You must notify the appropriate travel supplier(s) of Your cancellation or interruption within 72 hours of the occurrence, unless the condition prevents it, then as soon as reasonably possible. Otherwise the right to compensation will lapse.

A maximum benefit of up to the amount indicated on Your Letter of Confirmation is provided to cover certain expenses as listed below which result from the cancellation or interruption of Your Trip due to:

- 1. Any serious Injury or any unforeseen serious medical condition:
  - a. Occurring to You or a Traveling Companion, which is so disabling as to cause a reasonable person to delay, cancel, or interrupt their Trip;
  - b. Occurring to a Family Member that is considered life threatening or requiring hospitalization; or
  - c. Occurring to a Family Member requiring Your care.

For Trip Cancellation benefits: an actual examination by a Physician must take place within 72 hours of the cancellation. For Trip Interruption benefits: this examination must take place during Your Trip. This Physician may not be a member of Your or Your Traveling Companion's family or Yourself, or a Family Member of the person whose condition caused the cancellation or interruption.

- 2. Your death, the death of a Family Member or a Traveling Companion if the death occurs within 30 days prior to Your Scheduled Departure Date or during Your Trip.
- 3. Natural disasters or severe weather resulting in the complete cessation of services by the airline, the tour operator or the cruise line for at least 24 consecutive hours.
- 4. You or a Traveling Companion being hijacked or quarantined.
- 5. You are required to serve on a jury, served with a court order or subpoena.
- 6. Your Primary Residence being made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
- 7. You or a Traveling Companion being directly involved in a traffic Accident that causes either: a) a medical emergency for You or a Traveling Companion; or b) damage to the automobile, which creates an immediate need for repair to ensure the safety of the passengers.
- 8. Terrorist Act committed by organized terrorist groups (recognized as such by the U.S. State Department) that results in property damage, Injury or loss of life. The incident must take place in a foreign (meaning outside of the U.S. and its territories) city in which You are scheduled to arrive within 30 days following the incident and Your tour operator (if applicable) must not have offered a substitute itinerary. Coverage for travel to or through countries in which such a documented or reported incident has occurred in the 30 days prior to purchase of the insurance is excluded. Losses resulting

due to the issuance of travel advisories, bulletin or alerts; war or acts thereof; civil disorder, riot or unrest; bomb scares or threats of terrorist activity; or Terrorist Acts against any Common Carrier (e.g., airline or cruise line) are not covered.

- 9. You or a Traveling Companion, who are on Active Military Duty in the United States Armed Forces:
  - having Your personal leave revoked within 10 days prior to Your departure date (as long as such revocation is in writing by a superior officer and is not due to war-related situations, invocation of the War Powers Act, base or unit mobilization, unit reassignment for any reason, or disciplinary action); or
  - b. are personally reassigned within 10 days prior to Your departure date, whether temporary or permanent.
- 10. You or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to Your departure date or during Your Trip. A Felonious Assault may not be inflicted by You, a Family Member, Traveling Companion or Traveling Companion's Family Member.
- 11. You or Your Traveling Companion, after having been with the same employer for at least three continuous years, are terminated or laid off, through no fault of Your own, after Your effective date of coverage.
- Your family or friends living abroad with whom You were planning to stay, are unable to accommodate You due to life threatening Illness, life threatening Injury or death of one of them.
- 13. A covered Travel Delay that results in the loss of more than 50% of Your scheduled Trip length.

#### Coverage is for:

- Forfeited, published, Trip payments or deposits incurred as a result of cancellation penalties for which You are not eligible to receive a Refund;
- 2. For Trip Interruption, the pro-rated portion of the pre-paid Trip missed;
- The additional cost resulting from a change in the perperson occupancy rate for prepaid travel arrangements if a Traveling Companion's Trip is canceled or interrupted for one of the above covered reasons and Yours is not;
- Reasonable, additional accommodation and transportation expenses up to \$100 per day up to a maximum of five days if a covered Traveling Family Member or Traveling Companion must remain hospitalized;

- 5. Reasonable, additional travel costs for You to reach Your original destination if You must depart after Your planned departure date due to one of the above reasons; or
- 6. Reasonable, additional transportation expenses needed to reach the scheduled termination point of Your Trip or to travel from the place Your Trip was interrupted to the place where You can rejoin Your Trip and the unused portion of any non-refundable land, sea and air arrangements that were paid as part of Your Trip.

The benefits paid under 5 and 6 above will not exceed the cost of economy airfare by the most direct route on the next available carrier, less any Refunds paid to You.

Trip Cancellation/Interruption benefits do not cover loss(es) due to:

- 1. Any General Exclusion or Pre-existing Condition;
- You or a Traveling Companion: a) making changes to personal plans; b) having a business or contractual obligation; c) being unable to obtain necessary travel documents; or d) being detained or having property confiscated by any Customs authority;
- 3. Carrier caused delays (including bad weather) unless as covered above;
- 4. Prohibition or regulation by any government; or
- 5. Travel arrangements canceled by the airline, cruise line or tour operator.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

## CHANGE FEE COVERAGE

A maximum benefit of up to the amount indicated on Your Letter of Confirmation is provided to cover for loss(es) You incur if You have to change the dates of Your airline ticket for the covered reasons stated below:

- 1. A medical emergency (requires an actual examination by a Physician) occurring to You, a Traveling Companion or a Family Member;
- 2. All covered reasons listed under Trip Cancellation and Interruption Coverage except for Financial Default of the tour operator, an airline, or cruise line; or
- 3. You or a Traveling Companion being delayed by bad weather while en route to a departure provided the car was scheduled to arrive at the point of departure at least two hours before the scheduled time of departure.

No coverage will be provided for loss(es) due to any General Exclusion.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

## FREQUENT TRAVELER/LOYALTY PROGRAM COVERAGE

If You used frequent traveler awards (frequent flyers miles or hotel rewards) for any part of a Trip, the Company will pay the fees incurred by You for re-depositing those awards in Your account if the Trip is canceled for any of the reasons under Trip Cancellation and Interruption Coverage.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

## TRAVEL DELAY COVERAGE

Coverage under the plan will pay on a one-time basis up to the maximum amount listed on Your Letter of Confirmation for reasonable, additional accommodation and traveling expenses due to a departure delay of six or more hours. Prepaid expenses are not covered. Expenses must be incurred by You. Payments for additional expenses will not exceed \$150 per day per person for all persons insured under Your Policy as named on Your Letter of Confirmation.

Covered reasons for Travel Delay are:

- 1. Carrier caused delay (including bad weather);
- 2. Lost or stolen passports, money, or travel documents;
- 3. Quarantine;
- 4. Hijacking;
- 5. Unannounced strikes;
- 6. Natural disaster; or
- 7. Civil disorder or unrest.

Benefits are payable under either Travel Delay or Missed Connection for any one incident resulting in a delay.

No coverage will be provided for loss(es) due to any General Exclusion.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

## MISSED CONNECTION COVERAGE

This coverage provides up to the maximum amount indicated on Your Letter of Confirmation per person to cover:

- 1. Reasonable additional transportation and accommodation expenses needed for You to reach Your destination or the departure of Your cruise; and
- 2. Any unused prepaid Trip payments lost as a result of You missing at least 24 hours of Your vacation.

In order for You to receive benefits, the missing of Your connection or cruise must be caused by:

- 1. You or a Traveling Companion being delayed by a traffic Accident while en route to a departure, even if You or the Traveling Companion have not been directly involved in the Accident;
- 2. You or a Traveling Companion being delayed by bad weather while en route to a departure provided the car was scheduled to arrive at the point of departure at least two hours before the scheduled time of departure; or
- 3. Your regularly scheduled airline flight being canceled or delayed solely due to bad weather for at least three hours and for this reason You miss Your cruise.

Coverage is secondary to any coverage provided by a Common Carrier.

Benefits are payable under either Travel Delay or Missed Connection for any one incident resulting in a delay.

No coverage will be provided for losses due to any General Exclusion or for losses incurred because You canceled the Trip even though You were able to make Your departure or cruise.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

#### BAGGAGE COVERAGE

Coverage is secondary to any coverage provided by a Common Carrier or hotel, if any.

If Baggage is lost, damaged or stolen, the Company will pay the loss, up to the maximum amount indicated on Your Letter of Confirmation, provided You have taken all reasonable measures to protect, save and/or recover Your property at all times. Notwithstanding the foregoing, We will cover up to a maximum amount of \$500 for any and all jewelry, watches, gems, furs, cameras, and camera equipment, camcorders, sporting equipment, computers, radios and other electronic items and only when original receipts are provided.

You must notify the appropriate local authorities at the place the loss occurred and inform them of the value and description of Your property within 24 hours after the loss. Finally, You must file written proof of loss with the Company within 120 days from the date of loss, except as otherwise prohibited by law, attaching copies of airline, cruise line or Common Carrier claim forms, original police reports, an itemization and description of lost items and their estimated value, and all receipts, credit card statements, canceled checks, photos, or other appropriate documentation as may be required.

Property or losses not covered:

- 1. Losses incurred as a result of any General Exclusion;
- 2. Animals;
- 3. Automobiles and equipment, motorcycles and motors;
- 4. Bicycles, skis, snowboards (except when checked with a Common Carrier);
- 5. Aircraft, boats or any other vehicles or conveyances;
- 6. Eyeglasses, sunglasses, contact lenses, hearing aids, artificial teeth and limbs;
- 7. Tickets, keys, money, securities, bullion, stamps, credit cards, documents (travel or otherwise) and deeds;
- 8. Property shipped as freight or shipped prior to Your Trip departure date;
- 9. Rugs or carpets of any type;
- 10. Perishables, medicines, perfumes, cosmetics and consumables;
- Property used in trade, business or for the production of income or offered for sale or trade or components of goods offered for sale or trade;
- 12. Property that is left in or on a car trailer;
- 13. Property that is left in a vehicle if the vehicle is not properly secured; or
- 14. Damage to the property resulting from defective materials or workmanship, ordinary wear and tear, and normal deterioration.

The plan will pay the lesser of:

- 1. The actual purchase price of a similar item; or
- The Actual Cash Value of the item at the time of loss, which includes deduction for depreciation (for items without receipts, the plan will pay up to 75% of the determined depreciated value); or
- 3. The cost to repair or replace the item.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

#### **BAGGAGE DELAY COVERAGE**

If Your personal Baggage is delayed or misdirected for at least 24 hours by a Common Carrier, the plan will reimburse You on a one-time basis for the reasonable, additional purchase of essential items. Verification of the delay by the Common Carrier and receipts for the emergency purchases must accompany any claim. No coverage will be provided for loss(es) due to any General Exclusion.

Please refer to Your Letter of Confirmation for the maximum coverage amount available under Your plan.

# Part V. GENERAL PROVISIONS RELATED TO INSURANCE COVERAGES

- 1. All suits, actions or legal proceedings arising from the plans, benefits, or services provided through the plans (collectively "Controversies") may be submitted to binding desk arbitration in accordance with the rules then applying to the American Arbitration Association. Such arbitration must be upon mutual agreement No request for arbitration can be brought to recover benefits until 60 days have elapsed following submission of Your entire claim to Us. No action in any form can be brought after three years from the date Your claim was submitted to Us.
- 2. No agent or other person has authority to accept or make representations or information or alter, modify or waive any of the provisions of this Policy.
- 3. In the event that You are covered under another policy issued by the Company that provides the same or similar coverage, the Company will refund any premium for the duplicate policy that You choose.
- 4. Misrepresentations and Fraud: Coverage shall be void if, whether before or after a loss, the insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject thereof, or the interest of the insured therein, or if the insured commits fraud or false swearing in connection with any of the foregoing. All statements made by the insured for the issuance of any Policy shall be deemed representations and not warranties. After two years from the date of issue of this Policy no misstatements, except fraudulent misstatements, made by the insured or disability (as defined in the Policy) commencing after the expiration of such two year period.
- On the Policy effective date shown in the Letter of Confirmation, if any provision conflicts with the laws of the State in which You reside, it shall be deemed amended to conform to law.
- 6. Appraisal: In case You and We shall fail to agree as to the Actual Cash Value or the amount of loss, then, on the written demand of either, each shall select a competent and disinterested appraiser and notify the other of the appraiser selected within twenty days of such demand.

The appraisers shall first select a competent and disinterested umpire; and failing for fifteen days to agree upon such umpire, then upon Your or Our request, such umpire shall be selected by a judge of a court of record in the state in which the property covered is located. The appraisers shall then appraise the loss, stating separately Actual Cash Value and loss to each item; and, failing to agree, shall submit their differences, only, to the umpire. An award in writing, so itemized, of any two when filed with Us shall determine the amount of Actual Cash Value and loss. Each appraiser shall be paid by the party selecting him and the expenses of appraisal and umpire shall be paid by the parties equally.

**Assignment:** You may assign Your interest under the Policy by giving Us written notice of such assignment. The assignment will not be effective until We receive the written notice. We do not assume any responsibility for the validity of any assignment.

**Cancellation by Insured:** The insured may cancel this Policy at any time by written notice delivered or mailed to the insurer, effective upon receipt of such notice or on such later date as may be specified in such notice. In the event of cancellation or death of the insured, We will promptly return the unearned portion of any premium paid. The earned premium shall be computed by the use of the short-rate table last filed with the state official having supervision of insurance in the state where the insured resided when the Policy was issued. Cancellation will be without prejudice to any claim originating prior to the effective date of the cancellation.

**Physical Examinations and Autopsy:** The Company has the right to physically examine You as often as reasonably needed while a claim is pending. The Company may also require an autopsy in the case of death, where it is not forbidden by law. The Company will bear all costs for these.

#### Part VI. CLAIM FILING PROCEDURES

To obtain a claim form, visit Our website <u>www.etravelprotection.com</u> or call **1-800-334-7525** 24 hours a day, seven days a week. All benefits will be paid in United States dollars.

1. Written notice of claim must be given within 120 days after a covered loss starts or as soon as reasonably possible. Notice must include Your name and the Policy Number. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

- 2. We, upon receipt of a notice of claim, will furnish to the insured such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and extent of the loss for which claim is made.
- 3. Payment will be made immediately upon receipt of due written proof of loss.

We will need certain information from You in the event You need to file a claim. This documentation will include, but is not limited to, the following:

## **General Documentation**

- 1. Receipts and itemized bills for all expenses.
- Original of any Refunds or expense allowances received from Your tour operator, travel agency, Common Carrier or other entity.

# Trip Cancellation, Trip Interruption, Change Fee and Frequent Traveler/Loyalty Program Claims

- 1. Any appropriate documentation that officially explains the cause of Your Trip cancellation or interruption. Any explanation of diagnosis along with Your original itemized bills, receipts, and proof of other insurance payments.
- 2. Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the Trip cancellation or interruption.
- 3. Documentation of Refunds received from the travel supplier(s) and/or Common Carrier(s).
- 4. Copy of the supplier's literature that describes penalties.
- 5. A letter from the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the Trip costs.

## **Travel Delay Claims**

Original police, Common Carrier or other report that verifies the cause and duration of the delay.

## Missed Connection Claims

Original Common Carrier report that verifies the cause and duration of the delay.

## Baggage Claims

- 1. Original claim determination from the Common Carrier, if applicable.
- 2. Original police report or other report of local authorities.

- 3. Original receipts and list of stolen, lost or damaged items.
- 4. Proof of loss providing amount of loss, date, time and cause of loss.

## Baggage Delay Claims

Proof from the Common Carrier that personal Baggage was delayed or misdirected for at least 24 hours.

## Part VII. DEFINITIONS

Accident means an unexpected, unintended, unforeseeable event causing Injury.

Active Military Duty means serving in the United States Armed Forces on a full-time basis, not including the United States Armed Forces Reserves.

Actual Cash Value means the amount an item is determined to be worth based on its market value, age and condition at the time of loss.

**Baggage** means luggage and personal possessions, whether owned, borrowed or rented, taken by You on the Trip.

**Common Carrier** means an entity licensed to carry passengers for hire on land, water or air, excluding vehicle rental companies.

**Coverage Period** means the time during which benefits are payable hereunder, beginning on the effective date and ending on the termination date.

**Covered Service** means a service or supply specified herein for which benefits will be provided.

**Family Member** means Your husband or wife; birth or adoptive parent, child or sibling; stepparent; stepchild; stepbrother, or stepsister; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; and spouse of a grandparent or grandchild.

**Felonious Assault** is an act of violence against You or a Traveling Companion requiring medical treatment in a Hospital.

**Financial Default** is a complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.

Hospital means a short-term, acute, general Hospital, which:

- is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- 2. has organized departments of medicine and major surgery;
- 3. has a requirement that every patient must be under the care of a Physician or dentist;
- 4. provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);

- if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x[k]);
- 6. is duly licensed by the agency responsible for licensing such Hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitative care.

**Illness** means a sickness, infirmity or disease that causes a loss that begins during a Coverage Period and is not a Preexisting Condition.

**Injury** means bodily Injury caused by an Accident, directly and independently of all other causes and sustained on or after the effective date of this coverage and before the termination date. Benefits for Injury will not be paid for any loss caused by sickness or other bodily diseases or infirmity.

**Normal Pregnancy** or **Childbirth** means a pregnancy or Childbirth that is free of complications or problems.

**Physician** means a licensed practitioner of the healing arts who is legally entitled to practice medicine in the applicable field for which services are delivered.

#### Pre-existing Conditions means:

- 1. Any injury occurring to You, a Traveling Companion, or a Family Member prior to the effective date of Your insurance; or
- 2. Any illness occurring to You, a Traveling Companion, or a Family Member during the 120 days prior to the effective date of Your insurance for which: a) medical diagnosis or treatment by a Physician has been sought or advised or for which symptoms exist which would cause a prudent person to seek diagnosis, care or treatment; or b) require taking prescribed drugs or medicine unless the illness remains controlled without any change in the required prescription.

**Primary Residence** means a person's fixed, permanent and principal home for legal and tax purposes.

Refund means:

- 1. Money returned to You by the travel agent, tour operator, airline, cruise line or other travel supplier;
- 2. Any credit or voucher for future travel provided to You by the travel agent, tour operator, airline, cruise line or other travel supplier; or
- 3. Any credits, recoveries or reimbursements from Your employer, another insurance company, a credit card issuer or any other institution.

Scheduled Departure Date means the date You have selected to begin travel as shown on Your Letter of Confirmation and for which paid travel arrangements have been made.

**Terrorism or Terrorist Act** means the unsanctioned and illegal use of force that caused destruction of property, Injury, or death by an individual or group for the express or implied purpose of achieving a political, ethnic, or religious goal or result. Terrorism does not include general civil protest, unrest, rioting, or an act of war.

**Traveling Companion** is a person traveling with You and who shares the same accommodations as You.

**Traveling Family Member** is Your spouse, and any of Your unmarried children under age of 23, including step-children or legally adopted children, or grandparents and grandchildren when traveling together without a parent. Any unmarried child, regardless of age, who is incapable of self-sustaining employment by reason of mental Illness, developmental disability, mental retardation or physical handicap and became so incapable prior to age 23, shall be eligible for coverage. **Trip** means:

- 1. a period of round-trip travel to and from a destination that is at least 100 miles from Your main place of residence; and
- 2. such travel is not to obtain health care or treatment of any kind.

We, Us or Our refers to BCS Insurance Company and its agents.

**You** or **Your** refers to all persons listed on the Letter of Confirmation under the plan purchased.

## TRAVEL ASSISTANCE SERVICES PROVIDED BY AGA SERVICE COMPANY

Our goal is to provide immediate help for common travel problems almost everywhere in the world. However, despite our best efforts, situations arise which are beyond our control and under these circumstances, we can only promise to make every reasonable effort to help you resolve your problems. The hotline center staff will do its best to refer you to appropriate medical and legal providers. However, we cannot be held responsible for the quality of results of any medical or legal services provided by these independent practitioners.

#### If you are in trouble and need help:

1. Call the hotline. From the U.S. call **1-800-654-1908**. From all other locations call collect to **1-804-281-5700**.

If your emergency is immediate and life threatening, seek local emergency assistance at once and contact the hotline as soon as possible.

- 2. Have the following information ready for the hotline coordinator:
  - a. Your name and ID number; and
  - b. Your location and local telephone number.

The hotline coordinator will confirm your enrollment and provide you with assistance.

**Note:** In some countries it may not be possible to call collect. If you must phone the hotline directly, give your location and phone number to the hotline coordinator who will call you back.

#### **Medical Assistance**

If you have medical problems and are unable to find local care, we will refer you to a local physician, dentist, Hospital, medical facility or other appropriate resource, when available.

#### **Medical Consultation and Monitoring**

If you are hospitalized, the hotline center medical staff will keep in frequent contact with you and your local physician to get information on the care you are receiving and to determine the need for further assistance. We will also contact your personal physician and family at home, if necessary.

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#### **On-Site Hospital Payments**

We will advance payments to Hospitals or guarantee payments to secure your Medically Necessary admission to a Hospital. You must have the Emergency Medical & Dental Benefits and the maximum guarantee will be up to the limits specific in the Letter of Confirmation.

#### Definitions

**Hospital** means a provider that is a short-term, acute, general Hospital that:

- 1. is a duly licensed institution;
- in return for compensation from its patients, is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under supervision of physicians;
- 3. has organized departments of medicine and major surgery;
- 4. provides 24-hour nursing service by or under the supervision of registered graduate nurses; and
- 5. is not other than incidentally: a) a skilled nursing facility, nursing home, custodial care home, health resort, spa or sanatorium, place for rest, place for the aged, place for the provision of rehabilitation care; b) a place for the treatment of mental illness; c) a place for the treatment of alcoholism or drug abuse; d) a place for the provision of hospice care; or e) a place for the treatment of pulmonary tuberculosis.

**Medically Necessary** means the services or supplies provided by a Hospital, physician or other licensed provider that are required to identify or treat your illness or injury and which, as determined by us, are:

- 1. consistent with the symptom or diagnosis and treatment of your condition, disease, illness, ailment or injury;
- 2. appropriate with regard to standards of good medical practice;
- 3. not solely for the convenience of you, a physician or other provider; and
- 4. the most appropriate supply or level of service that can be safely provided to you.

When applied to the care of an inpatient, it further means that your medical symptoms or condition requires that the services cannot be safely provided to you as an outpatient.

#### **Travel Document and Ticket Replacement Assistance**

The plan provides you with information to assist in obtaining replacements of lost passports or other important travel documents. We also help you to replace lost airline and other travel tickets and will assist you in obtaining money for this purpose. These funds will come from your family or friends. We will make all the necessary arrangements for you, including assisting you to return home if your trip is interrupted.

#### Legal Assistance

If you have legal problems, our hotline center staff will help you find a local legal advisor. If you require the posting of bail or immediate payment of legal fees, we will help arrange a cash transfer from your family or friends.

#### Emergency Cash Transfer

If your cash or traveler's checks are lost or stolen, or if you need funds for the immediate payment of unanticipated expenses, we will help arrange to have emergency cash (in currency, traveler's checks or any other form acceptable to us) transmitted to you from your family or friends. Our hotline center staff will make all the necessary arrangements for you.

#### **Emergency Message Center**

In the event of an emergency, call the hotline center, identify yourself by your ID number, and give the hotline coordinator your message. We will make at least 3 attempts in 24 hours to reach your requested party, and we will provide you with an update on the disposition of our attempts to deliver the message. (We are not responsible for delivery of a message if the recipient cannot be reached). This service can be used for trips anywhere in the world.

#### **Flight Information**

If you are faced with a canceled or missed flight, just call the hotline center for 24-hour information on alternate flights. We can provide you with scheduled departure and arrival times of alternate, direct flights only. We do not book reservations or pay for tickets. This service can be used on trips within the U.S., Canada, the Caribbean and Mexico only.

#### **CONCIERGE SERVICES**

If you are in need of assistance 24 hours a day, seven days a week, please call the phone number printed on your Letter of Confirmation, or the hotline at:

- 1. 1-800-654-1908 from the U.S.
- 2. 1-804-281-5700 collect or direct

When you call, have the following information ready for the hotline coordinator:

- a. your name and ID number; and
- b. your location and local telephone number.

The hotline coordinator will confirm your enrollment and connect you with a concierge associate.

**Note:** In some countries it may not be possible to call collect. If you must phone the hotline directly, give your location and phone number to the hotline coordinator who will call you back.

Our goal is to make your travels more enjoyable and hassle free. Our concierge associates can assist you with many requests from the routine to the extraordinary. The following are types of services you can contact us for assistance with:

1. Entertainment/Event Planning

When you are traveling, or planning your trip, the following entertainment options are at your disposal:

- Restaurant information, referrals and reservations
- Sports event, show and festival information, reservations and ticket purchasing
- Theater and concert event information, reservations and ticket purchasing
- Health Club information, referrals and reservations
- Golf tee times, information, referrals and reservations
- 2. Destination Assistance

Get the details on your destination from our vast experience and database of information.

- Highlights and sightseeing information
- Airport and mass transportation information
- Health and security information
- Local custom and duty information
- Exhibition, show and festival information and ticket purchase
- Museum information
- Shopping information
- Exchange rate information
- Visa and passport information
- ATM location information
- 3. Travel Information and Reservations

When you need assistance with accommodations, flights or transportation, we stand ready to help.

- Hotel and other overnight accommodation information, referrals and reservations
- Flight information and reservations
- Train information and reservations
- Limo and car service information and reservations

#### 4. Business Services

When traveling on business, you will find the business services helpful should unexpected events or important business needs occur.

- Computer rental and referrals and arrangements
- Audio/visual equipment referrals and arrangements
- Translation service referrals and arrangements
- Messenger service referrals and arrangements
- Mobile phone rental referrals and arrangements

### 5. Specialty Services

A last minute gift need, an important thank you, or other special event while you are traveling can easily be remedied. Some common services include:

- Gift Basket purchase arrangements
- Flower delivery purchase arrangements
- Gift referral and purchase arrangements
- Gourmet food purchase arrangements

All of our concierge benefits are service benefits, not financial benefits. Any costs associated with the services are paid by you.

## We're only a CLICK away!

Visit www.etravelprotection.com to:

- File a claim
- Check claim status
- Modify a policy

## **Global Assistance**



## **BCS Insurance Company Privacy Notice**

BCS respects the privacy of its customers and former customers and protects the security and confidentiality of their nonpublic personal information. To safeguard our customers' confidential information, we comply with all applicable laws and regulations and have instituted our own policies to: (1) insure the security and confidentiality of customer records and information; (2) protect against any anticipated threats or hazards to the security or integrity of such records; and (3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any customer.

#### **BCS PRIVACY POLICY:**

#### Policies and practices with respect to disclosing your nonpublic personal information:

We do not disclose any nonpublic personal financial information about our customers or former customers to anyone, except as permitted by law.

#### Categories of nonpublic personal information that we collect:

We collect nonpublic personal financial information about you from the following sources: (1) information we receive from you on applications or other forms; (2) information about your transactions with us, our affiliates, or others, and; (3) information we receive from a consumer reporting agency.

#### Policies we maintain to protect the confidentiality and security of nonpublic personal information:

We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to guard your nonpublic personal financial information. We restrict access to your nonpublic personal information to employees who need it to provide information or services to you.

AGA Service Company d/b/a Allianz Global Assistance is the administrator of this plan on behalf of BCS Insurance Company. Allianz Global Assistance will adhere to at least the same standards for handling and protecting your data as described above. For more information about how Allianz Global Assistance handles and protects your data, please see its attached privacy notice, or contact them at: Allianz Global Assistance, ATTN: Chief Privacy Officer, P.O. Box 72031, Richmond, VA 23255-2031; or by phone at 1-800-284-8300.

BCSPRIVNOT (12-16)

## **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:

- "<u>Personal Data</u>" 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 https://www.privacyshield.gov.

- 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 consent.

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).

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:

- (1) 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);
- (2) payment for health services (e.g. we may use your PHI to make payments to a hospital that has treated you);
- (3) 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
- (4) 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:

- (1) for public health and safety issues;
- (2) to comply with legal or regulatory requirements;
- (3) to address or comply with workers' compensation, law enforcement, or other legal or government mandates or requests; or
- (4) 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. <u>Choice</u>. 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. <u>Accountability for Onward Transfer</u>. 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.
- 4. <u>Security</u>. 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. <u>Access</u>. 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. <u>Recourse, Enforcement, Liability</u>. 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 <u>customerservice@allianzassistance.com</u>. 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 1, 2018.

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